



THE CORPORATION OF THE CITY OF
ST. THOMAS

**REQUEST FOR PROPOSAL
NO. 2012-060
BLUE BOX RECYCLABLE MATERIALS
PROCESSING AND MARKETING SERVICES**

**DUE:
2:00:00 P.M. (Local Time)
November 2, 2012**

**Deliver Proposals to:
Purchasing Department – First Floor
(Treasury Reception Counter)
City Hall
545 Talbot Street
St. Thomas, ON N5P 3V7**

Website: www.city.st-thomas.on.ca



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Proponent Submission Checklist

Before sealing Envelope #1 containing your Proposal Submission, please check to ensure that the following has been done:

1.	Have you enclosed the required Bid Deposit, Agreement to Bond and Agreement to Provide Irrevocable Letter of Credit?	
2.	Have you enclosed a signed original of the Statutory Declaration with acknowledgement of Addenda/Addendum?	
3.	Have you enclosed a completed copy of the Questionnaire entitled "Service Proposal"?	
4.	Have you enclosed a copy of your Environmental Compliance Approval(s)?	
5.	Has your proposal been signed by the proper officers for your firm?	
6.	Are you satisfied that your submission does not make any reference to pricing or any other commercial terms and conditions? All such references should be included in the Financial Proposal.	

Before sealing Envelope #2 containing your Financial Proposal, please check to ensure that the following has been done:

1.	Have you enclosed one original of the Financial Proposal Form(s)?	
2.	Has your financial proposal been signed by the proper officers for your firm?	
3.	Have you labeled Financial Proposal as specified in Section 5.1.3?	

The Corporation of the City of St. Thomas has provided this checklist for the convenience of the Proponents responding to this Request for Proposal (RFP) and provides 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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1.0 Introduction & Overview

1.1 Purpose for Request for Proposal

The Corporation of the City of St. Thomas, (hereafter referred to as the “the City”) is requesting Proposals from qualified firms for the provision of Blue Box Recyclable Materials Processing and Marketing Services for materials collected from single family, industrial, commercial and institutional (IC&I) and multi-residential locations within the boundaries of and as specified by the City.

Submissions must be from firms or companies that are qualified Proponents as set out in this Request for Proposals (RFP) document. The Proponent must be capable of entering into a Contract for the term identified in this RFP and for the provision of complete services required and as set out in this RFP.

1.2 Structure of the RFP

The RFP is broken down in to 9 Sections:

Section 1	“ Introduction & Overview ” provides the Proponent with brief information regarding the scope and nature of the Work.
Section 2	“ Background ” provides an overview of the City’s blue box recycling program and potential changes to that blue box recycling program.
Section 3	“ Terms of Reference ” identifies the scope of responsibility for the City and the successful Proponent.
Section 4	“ Specifications ” sets out the specifications for the Work required to be undertaken under the Contract.
Section 5	“ Instructions to Proponents & Proposal Evaluation Process ” presents RFP submission instructions and requirements of the Proponent and submittals, methods of submission, the Proposal evaluation process and evaluation criteria.
Section 6	“ General Definitions & Conditions of Contract ” provide General Conditions of the Contract and Conditions related to the service and Performance expectations of the Work.
Section 7	“ Processing Agreement ” provides a draft copy of the Agreement to be signed by the City and the successful Proponent.
Section 8 & 9	“ Proposal Forms ” provides the Proposal Forms that need to be completed and submitted as part of the proposal.

IT IS THE PROPONENT’S OBLIGATION TO READ THIS RFP DOCUMENT IN ITS ENTIRETY, TO FULLY UNDERSTAND THE STATEMENT OF WORK REQUIRED UNDER THIS CONTRACT.



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1.3 General Statement of Work

The City is seeking proposals from qualified firms to provide either single stream or dual (two) stream Blue Box Recyclable Materials Processing and Marketing services. The material will be collected and delivered by the City; either directly to the Proponents Materials Recovery Facility (MRF) or to the Proponent's specified transfer station for transfer by the Proponent to the Proponent's MRF. Services are to include: receiving, transfer (if applicable) receiving, processing, and marketing of the City's Recyclable Materials as well as invoicing the City for services rendered and payment to the City for the fair market value of the Recyclable Materials.

1.4 Contract Term

The Contract term will be a seven (7) year term commencing on March 1, 2014, and ending on February 28, 2021.

1.5 Contract Pricing

Proponents are invited to submit a Financial Proposal for processing and marketing services. The price will be a per tonne price for the transfer (if applicable) and processing and marketing of the delivered blue box Recyclable Material.

The City shall receive 97.5% of the revenue for the sale of Recyclable Materials.

Contract prices will be subject to C.P.I escalation per Section 6.2.12 of the RFP.

1.6 Bid Deposit

A Bid Deposit, in the amount of **\$50,000** in favour of the City of St. Thomas will be provided by the Proponent with their bid submission (in Envelope 1) and may be in the form of Cash, a Cheque certified by the bank upon which it is drawn, a Bank Cheque, a Money Order, an Irrevocable Bank Letter of Credit or a Bid Bond from a Surety Company, authorized by law to carry on business in the Province of Ontario. No interest shall be payable on any Bid Deposit.

A Bid Bond or Bank Letter of Credit submitted as a Bid Deposit, must be an original and be irrevocable for whatever period the RFP is expressed to be open for acceptance and thereafter, if the RFP is accepted, until such time as the performance security has been provided. Should the RFP be accepted, the Proponent agrees that should the offer be withdrawn within the stated bid acceptance period, the Bid Deposit will be forfeited to the City.

A Bid Deposit is not required for a submission by a Municipality. In lieu of a Bid Deposit, the Municipality must provide a letter of assurance, from the Director or Chief Executive Officer/City Manager, to the City, which details a guarantee from the Municipality that the Municipality is capable of and will provide the services outlined in the RFP.

1.7 Provision of Security to the City

A Performance Bond as well as an Irrevocable Standby Letter of Credit will be required from the successful Proponent prior to the execution of a Contract and will be maintained in good standing throughout the duration of the Contract.



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The Performance Bond will be in the amount of \$50,000 from a Surety Company authorized by law to carry out business in the Province of Ontario and approved by the City. An additional amount of \$50,000 will be provided in the form of an Irrevocable Standby Letter of Credit to be held for the entire term of the Contract.

Such bond and letter of credit shall remain in effect until one (1) month after the termination of the Contract and shall specifically stipulate that it shall be irrevocable and will not lapse, expire or otherwise come to an end without at least thirty (30) days notice by registered mail to the City. Such period of notice shall be measured from the date of receipt of the notice by the City. The bond or letter of credit shall provide for payments directly to the City upon request without requirement for verification or claim or justification to the financial institution.

The City agrees with the Successful Proponent that the City will draw payment on such bond or letter of credit only after the City has provided at least thirty (30) days written notice to the Successful Proponent of the particulars of performance failure, and only where such failure has not been rectified within this notice.

The Performance Security will not be required by a Municipality. In lieu of a Performance Security, the Municipality that owns the municipal MRF will provide a directive (resolution) of their City Council to provide the services for term of the Contract under the terms and conditions detailed in this RFP.

Failure of a Proponent to file the required information within fifteen (15) working days after being requested to do so may be considered sufficient grounds for rejecting the proposal and accepting the next lowest or any proposal or requesting new proposals.

The Proponent shall include in its submission a signed Agreement to Bond and signed Agreement to Provide an Irrevocable Letter of Credit (in Section 8)

1.8 Liability & Auto Insurance

1.8.1 The Proponent shall, at its expense, obtain and keep in force during the term of this Contract and throughout all operations and liability assumed under the Contract, Comprehensive General Liability Insurance with an insurer satisfactory to the Corporation, which shall include, but not be limited to, property damage, bodily injury and personal injury. The policy shall:

- (a) have a limit of liability of not less than \$5,000,000 (five million dollars) inclusive for any one occurrence.
- (b) contain the following policy endorsements:
 - i. Cross liability;



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- ii. Contractual liability;
- iii. Products and completed operations;
- iv. Employers' liability.

(c) not contain any exclusions or limitations in respect of shoring, underpinning, raising or demolition of any building or structure, pile driving, caisson work, collapse of any structure or subsidence of any property structure or land from any cause.

(d) name the following as additional insured: Corporation of the City of St. Thomas

(e) have the Proponent assume the defence of, and indemnify and save harmless, those parties referred to in (d) from all actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of a requirement of this agreement, save and except for damage caused by the negligence of the party(s) named in (d) or its employees.

(f) have non-owned automobile coverage with a limit of at least two million dollars (\$2,000,000) for any one occurrence, including contractual non-owned coverage;

(g) be endorsed to provide that the policy or policies will not be altered, cancelled or allowed to lapse without thirty (30) days written notice to the Proponent and the Corporation.

1.8.2 The Proponent shall, at its expense, obtain and keep in force during the term of this Contract and throughout all operations and liability assumed under the Contract, an automobile and truck policy of insurance for public liability and property damage, satisfactory to the Corporation, providing insurance coverage in respect of any one accident to the limit of at least two million dollars (\$2,000,000) inclusive against loss or damage resulting from bodily injury or death of a person or persons and loss of and damage to property.

1.8.3 The Proponent shall deal with insurance claims received by the Proponent immediately. If a claim is settled to the satisfaction of the claimant, the Contractor shall submit a copy of the claimant's release to the City

1.8.4 If the Proponent and/or his insurance company reject a claim, the Proponent shall report this fact in writing to the City within 48 hours.

1.8.5 Should the Proponent be unable to resolve the claim within two (2) weeks after receipt of such claims, he shall report the steps being taken with respect to the claim to the City



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- 1.8.6 The Proponent shall, within fifteen (15) days of execution of the Contract provide the Corporation with certificates of insurance for each policy above, or certified copies of each policy if requested, showing the amount of each policy, and shall provide such certificates at any time thereafter if so requested by the Corporation.
- 1.8.7 If at any time the Corporation receives notice from the Proponent's insurer that it has cancelled or refused to renew a policy of insurance or that it intends to do so, or if the Corporation otherwise determines that the policy of insurance has lapsed, been cancelled or is about to lapse or be cancelled without renewal or replacement, the Corporation may, on written notice to the Proponent and at the sole cost and expense of the Proponent, obtain insurance in accordance with this section. Such policy of insurance obtained by the Corporation shall be cancelled by the Corporation upon receipt of both a certificate of insurance, as required above, together with payment of all costs incurred by the Corporation.
- 1.8.8 The indemnity under subparagraph 1.8.1(e) above, and the amounts of insurance stipulated above are minimum amounts and notwithstanding these insurance requirements the Contractor shall fully indemnify and save harmless the Corporation as stipulated in clause 6.2.17, including indemnification greater than said insurance amounts.

If the City requests to have the amount of coverage increased or to obtain other special insurance for the Work then the successful Proponent shall endeavour forthwith to obtain such increased or special insurance at the City's sole expense.

All the above insurance policies shall contain an endorsement to provide all Named Insureds and Additional Insureds with thirty (30) days prior written notice of cancellation in whole or in part.

1.9 Workplace Safety Insurance

The successful Proponent must obtain and submit to the City prior to the signing of the Contract, a Certificate of Clearance from the Workplace Safety and Insurance Board (W.S.I.B.).

The successful Proponent shall then obtain and submit a replacement Certificate of Clearance from the Workplace Safety and Insurance Board (W.S.I.B.) upon expiry of each previous Certificate for the duration of the Contract.

1.10 Inquiries

All inquiries regarding this Request for Proposal (RFP) are to be directed to:

Mike Hoogstra, CPPB | Purchasing Agent
Phone: 519-631-1680, ext. 4112
Email: mhoogstra@city.st-thomas.on.ca



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Proponents shall submit inquiries via e-mail to the contact above. All questions must be submitted no later than **12:00 p.m. on October 26, 2012**. After this date no further inquiries, concerns or questions may be submitted. All inquiries received, and the answers provided by the City will be provided to all Proponents by way of written addendum, no later than **October 29, 2012** without naming the source of the inquiry.

1.11 Proposal Submissions

Proposal must be submitted in two (2) separate sealed envelopes.

Envelope 1 - Service Proposal: should include all forms provided in Section 8 and any other submittals as specified in this RFP document are to be submitted in a sealed envelope (Envelope #1) marked as specified in Section 5.1.3.

Envelope 2 - Financial Proposal: should consist of all forms provided in Section 9 and any other submittals as specified in this RFP document are to be submitted in a sealed envelope (Envelope #2) marked as specified in Section 5.1.3.

Proposal which are illegible, incomplete, unbalanced, conditional, obscure or contain irregularities of any kind may be rejected.



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2.0 Background

2.1 Current Blue Box Program Information

Currently, the City's curbside recycling program consists of bi-weekly curbside collection of Recyclable Materials (alternating with organics collection). The City operates a two stream collection program and residents are provided with blue and grey boxes for their Recyclable Materials set-out. The City also receives smaller amounts of recyclable material at its depot. The current program is limited in the materials that are accepted for recycling. The following is a list of the acceptable materials in the program:

Table 1: Currently Accepted Recyclable Materials

Blue Box (Fibres)	Grey Box (Containers)
<ul style="list-style-type: none"> • Newspapers, • Flyers, Boxboard, • Fine paper, • Envelopes, • Magazines, • Telephone books, • Cardboard (flattened and bundled no larger than 24 x 24"). 	<ul style="list-style-type: none"> • Metal food and beverage cans • Glass jars and bottles • #1, #2 Rigid plastic containers • Aluminum pie plates and foil.

The following **Table 2** provides Recyclable Materials tonnages that required processing from 2006 to 2010 for the Proponent's information.

Table 2: Recyclable Materials Marketed (2006-2010)

Year	Total Marketed Tonnes	Fibers (tonnes)	Containers (tonnes)
2006	2276.76	1326.21	950.55
2007	2243.48	1381.63	861.85
2008	1974.09	1402.19	571.90
2009	1901.38	1359.03	542.35
2010	1842.10	1315.52	526.58

Source: Annual WDO Datacall 2005 to 2010



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Table 3 provides 2011 Recyclable Materials by material type and by month for 2011:

Table 3: 2011 St. Thomas Blue Box Recycling Tonnage

	Total Tonnes	Newsprint	Cardboard & Boxboard	Glass	Steel	Aluminum	#1 PETE Plastic	#2 HDPE Plastic
January	189.36	85.00	56.67	15.06	10.54	4.52	10.04	7.53
February	140.45	57.37	38.24	14.16	9.91	4.25	9.44	7.08
March	187.23	80.50	53.66	16.76	11.73	5.03	11.17	8.38
April	172.52	76.59	51.06	14.17	9.92	4.25	9.45	7.08
May	173.78	77.56	51.70	14.06	9.84	4.22	9.37	7.03
June	176.67	77.26	51.5	15.13	10.59	4.54	10.09	7.56
July	153.76	65.90	43.93	13.87	9.71	4.16	9.25	6.94
August	177.12	77.71	51.81	15.03	10.52	4.51	10.02	7.52
September	179.78	80.01	53.34	14.66	10.26	4.40	9.77	7.33
October	157.35	69.43	46.29	13.15	9.20	3.94	8.76	6.57
November	189.14	85.44	56.96	14.76	10.33	4.43	9.84	7.38
December	197.77	89.70	59.80	15.24	10.67	4.57	10.16	7.62
Curbside	2,094.91	922.46	614.97	176.05	123.23	52.81	117.36	88.02
Multi-Residential	33.77	14.81	9.87	2.87	2.01	0.86	1.91	1.44
Drop off Depot	113.79	26.77	79.84	2.27	1.59	0.68	1.51	1.13
Total	2,242.47	964.04	704.68	181.19	126.83	54.36	120.79	90.59

2.2 Expansion of Acceptable Materials for Processing

The City will be expanding the Blue Box recycling program to include a full range of consumer packaging to be in line with accepted best practice for municipal recycling programs. **Table 4** presents a listing of the Recyclable Materials that the program is planning to include.

The successful Proponent must have the capability to accept, process and market the items listed as “Current Material” and “Material to be Added” for the City. Items indicated as “Optional Material” are materials that may be considered to be added to the program based on the successful Proponent’s capability to receive, process and market them, depending on any additional cost for processing to the City, and based on the direction provided by St. Thomas City Council.

Table 4: List of Proposed Recyclable Materials

Material	Status
Newsprint (ONP)	Current Material
Cardboard/Boxboard	Current Material
Mixed Fibres (household)	Current Material
Glass Containers	Current Material
Aluminum (cans and foil)	Current Material
Steel	Current Material
PETE (#1)	Current Material
HDPE (#2)	Current Material
PVC (#3)	Material to be Added
LDPE (#4)	Material to be Added
PP (#5)	Material to be Added
PS (rigid) (#6)	Material to be Added



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Material	Status
Other plastics/mixed plastics (#7)	Material to be Added
Gable top containers	Material to be Added
Aseptic containers	Material to be Added
Laminated paper packaging	Optional Material
Spiral wound containers	Optional Material
Film Plastic	Optional Material
Expanded PS	Optional Material
Thermoform plastics	Optional Material

The Service Proposal Questionnaire (Section 8) includes a list of the proposed materials for processing. Proponents will indicate the materials that are acceptable at their MRF.

2.3 Potential Change in Blue Box Curbside Collection Service Levels

As part of the City's recently developed Integrated Waste Management Master Plan (IWMMP), a number of recommendations were made to assist the City in increasing the amount of waste diverted.

One of the first recommendations was to attain a 50% waste diversion goal by January 1, 2014. A number of initiatives were proposed to reach this goal including:

- Enforcement of the by-law to ensure compliance with size of containers and quantity of waste set out at the curb
- Introduction of a public space recycling program in City-owned facilities
- Provision of additional blue boxes to residents for free or at cost
- Introduction/Expansion of diversion programs for multi-residential properties
- Enhanced Promotion & Education (P&E) efforts

Initiatives for attaining a 60% waste diversion goal by January 2016 include:

- Reducing bag limits for garbage
- Expansion of the blue box program with additional materials collected
- Enforcement of the by-law to ensure compliance with recycling requirements

While some of these goals will be achieved through this RFP process including expansion of Recyclable Materials to be included in the blue box program and securing sufficient Recyclable Materials processing capacity to manage both additional materials and added tonnage from program enhancements, the City further intends to optimize its curbside collection programs.

The City intends to issue a separate RFP for curbside collection services and to seek pricing for a range of service delivery options for its Blue Box program including but not necessarily limited to continued bi-weekly collection of blue and grey boxes versus weekly collection of blue and



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grey boxes, and expanded service to the multi-residential sector (e.g. weekly collection services) and the commercial sector (including City facilities).

The successful Proponent must be capable of receiving, transferring (if applicable), processing and marketing materials in accordance with whatever delivery schedule occurs as the result of the curbside collection RFP process (number of days per week for collection, tonnage fluctuations, total tonnage based on increased program participation etc.). Receipt of Recyclable Materials will of course be predicated on the operating hours of the successful Proponent's transfer station (if applicable) or MRF.

A range of potential Recyclable Materials tonnages was estimated to reflect high and low annual tonnage that might be received to the successful Proponent's MRF (**Table 5**). These estimates reflect both population growth and the impact of various program enhancements described above and that might be reasonably expected over the term of Contract.

Table 5: Estimated Recyclable Materials Range over the Contract Period

Year	Estimated Tonnage Range
2014	3,327 – 5,642
2015	3,337 – 5,726
2016	3,420 – 5,800
2017	3,462 – 5,872
2018	3,505 – 5,944
2019	3,548 – 6,017
2020	3,592 – 6,091
2021	3,645 – 6,181

All quantities and estimates provided herein are for information purposes only and to provide the Proponent with an understanding of the general magnitude of the Work and to assess the impact of upcoming changes to the City's Blue Box program that will include but not necessarily be limited to those described in Sections 2.2 and 2.3 above. The City in no way warrants or guarantees that such quantities will in fact be delivered to the successful Proponent's MRF and expressly disclaims any liability whatsoever arising from reliance or non-reliance on the data.



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3.0 Terms of Reference

3.1 Introduction

The City is issuing this RFP in advance of an RFP for the provision of curbside collection services in order to determine a location for the delivery of the City's Recyclable Materials and to specify that location as well as other delivery specifications, Recyclable Materials permitted for processing, and other pertinent information.

The City has NO transfer station capacity of its own that would enable the City to practically transfer their Recyclable Materials to a distant Materials Recovery Facility (MRF). While the City is not specifying a maximum distance from the City it is the City's expectation that the Proponent's MRF will be located within a reasonable haul-distance (e.g. within 50 kilometers) for the City's collection contractor to feasibly deliver Recyclable Materials directly to the successful Proponent's MRF.

The City is amenable to the delivery of their Recyclable Materials to a specified transfer station, subject to the provisions specified herein, that is owned and operated by the Proponent and located within a reasonable haul-distance for the City's collection contractor to feasibly deliver the City's Recyclable Materials. The successful Proponent shall be fully responsible for the transfer of the City's Recyclable Materials from the specified transfer station to a Materials Recovery Facility (MRF) that meets all requirements set out in this RFP.

3.2 Scope of Responsibility

3.2.1 The City's Responsibilities

The City will be responsible for:

- Oversight of curbside collection and promotion and education efforts to minimize contamination (non-recyclable materials) in Recyclable Materials supplied to the Contractor's Designated Site.
- Supplying the Recyclable Materials to the Contractor's Designated Site (transfer station or direct to MRF).
- Payment of regular monthly invoices to the Contractor in accordance with the Specifications and Conditions of the Contract.
- The City will have the right to witness and participate in, as appropriate, any and all audits of the delivered Recyclable Materials undertaken by the Contractor with the purpose of determining the quality and composition of the delivered Recyclable Materials.
- The City will have the right to witness, participate and audit, as appropriate, the Proponent's marketing efforts to verify that the Proponent is taking all reasonable efforts, as determined by the City, to obtain the highest possible value (expressed in price per tonne) from the sale of Recyclable Materials.



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- Various other requirements as stipulated in the Specifications and Conditions outlined in the Contract

3.3 The Contractor's Responsibility

The Proponent will, at a minimum, be responsible for:

- Providing the Bid Deposit and Performance Securities to the City of St. Thomas including completing the Proposal forms provided in Section 8.0.
- Satisfying the City, prior to the Contract start date, that processing capacity and capability will be available by the Contract start date.
- Providing a contingency plan that outlines the actions that will be taken to ensure the City does not incur a disruption in processing services, or additional costs, should the Proponent's MRF be unable to process the City's Recyclable Materials.
- Meet with the City, as required, in advance of the Contract start date to review the terms and conditions of Contract and for the City to inspect the Proponent's Designated Site(s).
- Process the City's Recyclable Materials to end market specifications.
- Sell the Recyclable Materials at the best market rates available to achieve the highest revenue attainable for the City.
- Collect and pay market revenues as specified in this RFP for the Recyclable Materials to the City.
- Undertake and pay all costs associated with audits of the delivered Recyclable Materials to determine its quality and composition.
- Various other requirements as stipulated in the Specifications and Conditions outlined in the Contract.



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4.0 Specifications

4.1 Introduction

This RFP is issued by the City to acquire Blue Box Materials Processing and Marketing Services.

This section outlines the minimum expectations of the City as it relates to the provision of receiving, transferring (if applicable), processing and marketing services for the City.

4.2 Scope of Work

The Work to be performed by the Contractor under this Contract consists of the processing of Recyclable Materials from the City's single family, IC&I and multi-residential locations in accordance with the Specifications and Conditions described herein and as directed by the City.

The Contractor shall perform the Work described in these Specifications and shall furnish a Materials Recycling Facility (MRF) with all materials, personnel and equipment required for the due execution of the Work set out or referred to in the Contract. The Contractor shall not be entitled to receive any remuneration from the City other than provided for in the Financial Proposal and payment of the Contract prices shall be full and final compensation for the Work.

The Contractor's general duties will include but not be limited to the following:

- a) receive, transfer, process, store, market and arrange shipping to end markets all recyclable materials delivered by the City's designated collection contractor. The receiving, processing and storing activities must take place within the enclosed or covered portions of the MRF except as otherwise permitted in writing by the City.
- b) processing of all recyclable materials shall be in accordance with the Conditions and Specifications of this Contract.
- c) direct and continuously supervise delivery and shipping vehicles to safely minimize unloading time and traffic delays.

4.3 Operating Days and Time

The MRF or transfer station shall be open to receive Recyclable Materials on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays, referred to herein as "Regular Days".

The MRF or transfer station must be open, at a minimum, on Regular Days, between 7:00 AM and 5:30 PM. It is expected that the Contractor will process the City's materials within the normal operating hours for the Designated Site. If the Contractor is required to process outside their normal operating hours and/or incur any overtime expenses in doing so that shall be at the sole expense of the Contractor. That includes any overtime generally required during on Holiday Schedule Days, overtime resulting from circumstances within the Contractor's control and circumstances not within the Contractor's control such as inclement weather.

Any changes in receiving hours that would reduce the number of receiving hours on any given day must receive approval by the City. In the event that the Contractor extends their receiving hours the Contractor shall notify the City.



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4.4 Statutory Holidays

For the purposes of this Contract, Statutory Holidays shall be the following days:

New Year's Day	Canada Day	Thanksgiving Day
Family Day	Civic Holiday	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day		

4.5 In the Event of a Statutory Holiday

When a Regular Day falls on a Statutory Holiday, there shall be no requirement to receive material on that day. The MRF for those weeks shall be open to receive Recyclable Materials on the following Saturday, making up for the missed day. The Contractor shall receive material on a Saturday (Holiday Scheduled Day) during the same hours as for a Regular Day, at minimum 7:00 a.m. – 5:30 p.m. as the result of a Statutory Holiday.

The Contractor shall provide, at its own expense, such additional personnel and equipment as may be required as a result of the Statutory Holiday and provide continuous and uninterrupted service as specified under the Contract.

The same conditions shall apply in the event that a new Statutory Holiday is legislated.

4.6 Transfer Station or MRF Scales

Scales must be maintained in good condition and must be certified for trade by Measurement Canada (Agency of Industry Canada). Scales shall be re-certified every six months at the Contractor's sole expense. The City may request proof of scale accuracy at any time and the Contractor shall furnish such records in writing.

The Contractor shall ensure all vehicles delivering Recyclable Materials are weighed upon entry to the MRF or transfer station. Should the weigh scale be out of order, the Contractor shall make alternate arrangements to record weights that are satisfactory to the City. The City shall be notified immediately of any scale malfunctions.

The Contractor will be required to weigh all vehicles delivering the City's Recyclable Materials to the Contractors' Designated Site upon entry and exit (if no tare weight) of the Designated Site.

4.7 Scale Tickets

The following information shall be recorded by the Contractor, and a copy of a weigh scale ticket provided to the City's collection contractor on delivery, for each Recyclable Material load delivered by the collection contractor:

- a) Date
- b) Entry Time
- c) Departure Time
- d) Transaction Number
- e) Account Number
- f) Contractor Name



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- g) Vehicle Identification Number or License
- h) Material Type (Containers)
- i) Gross Weight (kilograms)
- j) Tare Weight (kilograms)
- k) Net Weight (kilograms)
- l) Weighmaster Identification

4.8 Material Receiving

Recyclable Material is not allowed to build up or be stored in a way to impede the maneuverability of the City contractor's collection vehicles at the designated tipping floor/receiving area of the MRF or transfer station.

The receiving floor must be flat, level and free of debris so that collection vehicles are not driving on top of Recyclable Material or dumping on uneven ground.

All entrances, exits and throughways to the receiving area of the transfer station or MRF must be kept free of permanent and/or temporary structures so that the City contractor's collection vehicles can maneuver safely.

The Contractor shall ensure vehicles delivering Recyclable Materials to the MRF are serviced within a reasonable and the specified period of time. Reasonable is deemed to be the time specified by the Contractor as part of their bid submission.

The Recyclable Materials stream(s) delivered to the facility shall be in an allowable compacted state as specified by the Contractor as part of their bid submission.

The Contractor will be responsible to secure the MRF against unauthorized access and theft or damage to all areas of the site, including if necessary, with the use of electronic and physical surveillance.

4.9 Material Ownership

The Contractor shall accept all liability for Recyclable Materials after acceptance at the transfer station or MRF and while in the Contractor's possession prior to shipment to End Market.

4.10 Inbound Load Contamination

In the event that a Collection Contractor delivers a load of Recyclable Materials to the MRF or transfer station that is deemed by the Contractor to be contaminated, the Contractor shall set aside the load. The City shall be notified who will then, within two working days, inspect the load in question and should it be deemed that the load is unacceptable by virtue of the amount of contamination; the City will direct the City's collection contractor to remove the load within twenty-four (24) hours of notification. The collection contractor will remove the load and either sort or dispose of the load at the City's discretion. Clean and sorted loads will be returned to the MRF for processing.

In the event of a contaminated load that requires removal from the MRF or transfer station the Contractor will provide the City's collection contractor with access and sufficient space to safely enable the reloading of contaminated Recyclable Materials into the collection contractor's



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collection vehicle, roll-off or front-end container, or other acceptable container. The Contractor shall, where the equipment exists on the site, provide necessary equipment including a loader and loader operator for the purpose of re-loading containers if it can be done safely and reasonably given the container provided by the collection contractor. As the Contractor already employs this equipment and labour the City does not deem this unreasonable and that this shall be at the Contractor's sole expense.

The Contractor shall ensure that if any loads in question are held for the City's inspection, that they are not mixed with any other loads of incoming material.

4.11 Transfer to MRF

In the event that the City delivers Recyclable Materials to a Contractor's transfer station and not direct to the Contractor's MRF, it is expected by the City that the Contractor shall transfer Recyclable Materials as soon as sufficient amounts of Recyclable Material has been received to practically transfer that material to the Contractor's MRF. The Contractor shall not store the City's Recyclable Materials at their transfer station for a duration that it could adversely affect either the ability to market the City's Recyclable Materials or the market value obtained for the City's Recyclable Materials.

4.12 MRF Maintenance

The Contractor shall perform all scheduled maintenance at times and in a manner so as not to interrupt the receiving, processing and shipping of Recyclable Materials.

The Contractor shall notify the City at least fourteen (14) days in advance of any planned MRF shutdown. Each notice shall contain information regarding the time, duration and reasons for any shutdown and describe the alternate processing arrangements made by the Contractor, all at no additional cost to the City.

The Contractor shall immediately notify the City of any significant interruption of processing or equipment breakdown at the MRF and shall promptly carry out any and all necessary repairs to the equipment, all at no additional cost to the City.

4.13 MRF Capacity

The Contractor shall have the capacity to receive and process the City's current and future quantities of Recyclable Materials at the Designated Site and for the duration of Contract as specified.

4.14 MRF Processing

The Contractor shall receive, process, store, load and unload the Recyclable Materials within enclosed or covered portions of the transfer station or MRF unless otherwise approved by the City. The enclosed portions of the Designated Site refer to those areas that are protected from all forms of weather.

The Contractor shall process 100% of all the Recyclable Material delivered by the City's collection contractor.



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The Contractor must process the Recyclable Materials in a way consistent with Industry Standards and Practices using appropriate methods and consistency to achieve Minimum Recovery Rates and End Market Specifications.

The Contractor must at a minimum separate Recyclable Materials for sale to end market and bale where required the following products:

Recyclable Materials for Separation and Marketing

- Newsprint (ONP)
- Cardboard/Boxboard
- Mixed Fibres (household)
- Glass Containers
- Aluminum (cans and foil)
- Steel
- PETE (#1)
- HDPE (#2)
- PVC (#3)
- LDPE (#4)
- PP (#5)
- PS (rigid) (#6)
- Other plastics/mixed plastics (#7)
- Gable top containers
- Aseptic containers

The City reserves the right to switch, change or modify the materials or combination of materials to be processed at its sole discretion subject to prices in the Financial Proposal. The City will provide a minimum of five (5) working-days' notice to any increased or reduced processing requirements.

4.15 Sorted Material Storage

The Contractor shall have sufficient indoor storage/bale floor space available to store all baled or loose materials until sufficient quantities have been accumulated for shipment to the Contractor's End Markets.

The Contractor shall be responsible for all warehousing costs due to the Contractor's failure to process the material in accordance with End Market Specifications requirements or to process and transport material to the End Market in a timely manner.

4.16 End Market Rejection

If the End Market rejects a Recyclable Material load the Contractor shall immediately notify the City in writing of the rejection. The Contractor will also indicate the cause of the rejection and the actions that will be taken to resolve the situation and prevent it from occurring again.

If End Markets reject Recyclable Materials or pay a lesser price for the Recyclable Materials because the products do not meet End Market Specifications or minimum load weights are not met, in addition to any and all other remedies available to City, the Contractor will pay to the City



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any or all of the loss in revenue from End Markets resulting from the Contractor's failure to process Recyclable Materials to Market Specifications. All costs associated with an End Market Rejection will be borne by the Contractor.

4.17 Residue Management

No Recyclable Material, with the exception of minor amounts associated with processing (see Section 4.19 Minimum Recovery Requirements) of any kind arising from any portion of the Work shall be thrown away, dumped, wasted or otherwise disposed of, without written approval of City.

The Contractor shall dispose of Residue only at those facilities or locations certified by the Ministry of Environment (MOE) to receive such waste.

The Contractor shall make every effort to minimize the amount of residue generated from processing. The Contractor is solely responsible for residual waste handling, haulage and disposal and all associated costs.

4.18 Recyclable Materials Marketing

The City shall receive 97.5% of the revenue from the sale of the City's Recyclable Material. The Contractor shall receive 2.5% of the revenue from the sale of the City's Recyclable Material.

The Contractor shall arrange for shipment of processed Recyclable Materials to End Markets and such arrangements shall include the preparation and execution of all documents in relation to the shipment. Copies of Bills of Lading, Scale Tickets, Port of Entry Documents or other shipping documents will be provided by the Contractor at the City's request.

The Contractor shall ensure minimum load weights are achieved at all times.

The Contractor, in keeping with the City's goal of maximizing revenues, shall ensure only cost effective and reliable transport companies are utilized to ship Recyclable Materials to the End Markets.

The Contractor shall be responsible for the collection of Revenue from the sale of Recyclable Materials. The Contractor shall be responsible for any losses resulting from uncollected or uncollectible accounts.

Revenues received for Recyclable Materials will be submitted to the City on a monthly basis.

The Contractor may sort and market materials in the City's delivered Recyclable Materials stream that the Contractor may already market and are "recyclables" but are not considered to be a part of the City's Residential Recycling Program. This shall be at the sole expense of the Contractor and with sole revenue for that 'recyclable' material to the Contractor unless that material is otherwise specified as a material to be sorted as an Optional Material under the provisions of the Contract.



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4.19 Minimum Recovery Rates

The Contractor shall achieve Minimum Recovery Rates for Recyclable Materials as follows:

Table 6: Minimum Recovery Rates for Recyclable Materials

Material Type	Required Recovery Rate (%)
Aluminum cans	96.5%
Aluminum foil trays	96%
Steel cans	96.5%
HDPE bottles, jugs and jars	95%
PET bottles and containers	95%
Mixed plastic tubs and lids	96%
Container glass (flint and mixed)	97%*
Polycoated cartons	93%
Fibre material	98%
Mixed rigid plastics	95%
Scrap metal	95%

* The required recovery rate is based on the quantity of material on the processing line at the glass sorting area.

4.20 Best Value for the City

The City will compare pricing with relevant pricing indices to ensure the City is receiving maximum revenue for its Recyclable Material including but not necessarily limited to the Official Board Markets “Yellow Sheet” for Buffalo prices for fibre and the StewardEdge Price Sheet – Ontario Market Price Trends, Waste Recycling News pricing for plastics and metals will be compared to the scrap metal spot prices (metalprices.com).

The Contractor shall be required to provide written justification to the City at the City’s request in the event that the City determines a discrepancy in payments received and the pricing indicated in these indices.

The Contractor shall make every reasonable effort to maximize the revenue from the sale of every materials produced from the City’s Recyclable Materials.

4.21 Recyclable Materials Inbound Audits

The City will randomly select loads of Recyclable Materials being received at the Contractor’s Designated Site by the City’s collection contractor to be audited on a basis deemed representative by the City and at the City’s sole discretion. The City shall, also at their sole discretion, appoint a qualified auditor to undertake the Audit. The City will notify the Contractor a minimum of forty-eight (48) hours in advance of the Audit day.

The Contractor shall provide a clean, covered, isolated and safe area of the Designated Site with an area sufficient in size for the Audit to be undertaken and to accommodate at minimum the tipping of designated trucks materials onto a floor, auditing staff, sorting tables, bins, scales and any other equipment deemed necessary by the City.



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The Contractor shall provide two-way communication (e.g. radio) between a designated equipment operator or other Contractor staff that will assist the City in coordinating any necessary movement of material throughout the audit. The weights of the material in the truck(s) before and after tipping are required for this auditing protocol and will be provided from scale data provided by the Contractor on the day of the Audit.

4.22 Recordkeeping and Reporting to the City

The following recordkeeping and reporting activity shall be undertaken by the Contractor:

4.22.1 Monthly Production Report

By the 10th of each calendar month the Contractor shall submit to the City a Production Report on the Work completed during the previous calendar month. The Monthly report must accompany the Contractors invoice and contain the following:

- Total tonnage of City Recyclable Material received
- Total tonnage of non-City material received
- Total tonnage of City material received as contaminated loads
- Total tonnage of City material processed
- Total tonnage of non-City material processed
- Total tonnage of residue disposed
- Total tonnage of residue stored for disposal
- Total tonnage of each product marketed by product type
- Total tonnage of all products awaiting shipment to market by product type
- Recovery rate of materials, by product type, achieved for City Recyclable Materials

4.22.2 Monthly Marketing Report

By the 10th of each calendar month the Contractor shall submit to the City a Marketing Report on the Work completed during the previous calendar month. The Monthly report must accompany the Contractors invoice and contain the following:

- Listing of markets that City products were sold to, by product type, including price received by product type
- Report of all rejected loads of marketed materials and reason for the rejection
- Report of all loads receiving downgrade for quality and the information for the downgrade

4.23 Timing of Invoices and Payments

The Contractor shall invoice the City ten (10) days after the end of each calendar month for:

- a) materials processed during the previous month

The City shall pay the Contractor's invoices to the City within thirty (30) days of receipt of each invoice.

The Contractor shall pay the City for the revenues realized from the sale of Recyclable Materials within thirty (30) days of the end of the month when the materials were shipped to market. This



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payment shall be due regardless of whether the Contractor received payment for these materials from the End Markets.

Should the Contractor fail to make payment to the City as specified, any outstanding amounts shall bear interest from the date such sums are due and owing at 15% per annum until paid, but this stipulation for interest shall not prejudice or affect any other remedy of the City under this Contract.

4.24 Safety and Training of Employees

The Contractor shall employ on the Work, only well trained and skillful workers.

The Contractor shall take all reasonable precautions to prevent damage, injury or loss at the MRF and to establish, maintain and enforce safety procedures for the protection of all workers and other persons at the MRF and/or Transfer Station.

4.25 Environmental Compliance Approval

The MRF shall be operated in accordance with all requirements of the Ontario Ministry of the Environment Environmental Compliance Approval and all applicable laws, rules and regulations now or hereafter in effect.

4.26 Visitor Accommodation

The City from time to time will require the Contractor to provide tours of its facility. The City will, whenever possible, provide proper notification to the Contractor of any upcoming tour so that all proper health and safety precautions can be taken. Therefore, the facility will be kept in good order and maintained in a clean fashion at all times. Further, the Contractor has the right to reject any competing company from viewing any or all parts of its facility.

4.27 City Access to Facilities

Subject to the Contractor's health and safety regulations and other pertinent Standard Operating Procedures (SOPs) the City shall have the right to enter the Contractor's transfer station and/or MRF and its property at any time to carry out any and all inspections.

The City shall have the right to take photographs of the MRF's and/or Transfer Station's building(s), property, equipment and all materials. The City shall notify the Contractor twenty-four (24) hours ahead of such inspection and the Contractor shall provide contact information to the City for the Contractor's representative who will coordinate the on-site visit.

4.28 Contract Supervision

The City shall be provided with the address and telephone numbers of the Contractor's representatives who may be contacted on matters relating to this Contract and who shall have overall responsibility for the Contract.

The Contractor shall have on duty on all Regular and Statutory Holiday Scheduled Days, sufficient and qualified Managers and Supervisors that are able to properly supervise and train staff, and are able to manage the day-to-day operation and will work with the City cooperatively to resolve any problems if they arise.



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4.29 City and Contractor Meetings

Meetings will be held between the City and the Contractor to be scheduled on a quarterly basis or as close to a quarterly basis as is reasonably possible and on a schedule agreed to at the time of Contract award. The City may request that the Contractor participate in additional meetings if the City deems necessary.



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5.0 Instructions to Proponents & Proposal Evaluation Process

5.1 General Instructions

5.1.1 Format of Proposal

Proposals should be submitted in the format requested. Proponents are required to address the requirements of the RFP in sufficient depth in their Proposal. Items not addressed in the Proposal will be deemed as either not meeting the Mandatory Requirement or given zero points under the rated criteria.

Any other supplemental documentation that does not respond directly to the information requested, such as corporate literature, must be submitted on CD, DVD or other form of electronic file storage device. The City reserves the right not to consider supplemental documentation submitted on CD, DVD or other form of electronic file storage device in the evaluation of submissions. Proponent's are cautioned against qualifying their RFP in any manner whatsoever, as this may result in their submission being rejected.

5.1.2 Closing Date and Time Requirements

Proposals, sealed in an envelope, with the contents of Envelope #1 and Envelope #2 sealed separately, clearly marked with the attached return address label, will be received at the Purchasing Department, First Floor, City Hall, 545 Talbot Street, St. Thomas, ON, N5P 3V7 until:

**2:00:00 P.M. LOCAL TIME –
November 2, 2012**

Late Proposals will NOT be accepted and will be returned unopened to the Proponent.

The Purchasing Department (Treasury Reception) Atomic Clock determines the official closing time for this Proposal. Facsimile (fax) or e-mail responses for this Request for Proposal will **NOT** be accepted.

Delivery of Proposals by a courier service shall be the responsibility of the Proponent and will be rejected if the envelope/package is delivered to a location other than which is stated in the document and the envelope/package fails to be delivered to the Purchasing Department (Treasury Reception) prior to the closing date and time.

5.1.3 Submission of Proposal

The Consultant shall submit four (4) hardcopies of the submission, along with one (1) electronic copy. The submission should be based on the requirements set out in Section 3.4 Content of Proposal and as outlined below. At least one set must carry original signatures of a responsible representative and be marked as "MASTER".

Proposals shall be submitted in two (2) sealed envelopes clearly marked as follows:

Envelope #1: ***"RFP No. 2012-060 Blue Box Recyclable Materials Processing and Marketing Services – Service Proposal"***



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Envelope #2: ***“RFP No. 2012-060 Blue Box Recyclable Materials Processing and Marketing Services – Financial Proposal”.***

All submissions should include the following:

Envelope #1:

- **Mandatory Requirements** as identified in Section 5.2
- **Service Proposal** including all information identified in Section 5.2 and consisting of the Forms provided in Section 8.0.

Envelope #2

- **Financial Proposal** including all of the Forms required by this RFP (Section 9.0).

Only the names of the Proponents who have submitted a proposal will be identified at the Proposal opening; Financial Proposal prices will not be disclosed at the Proposal opening.

All RFP submissions must be completed in ink or type.

Erasures and alterations must be initialed in ink by the appropriate signing authority.

Proposals which are illegible, incomplete, unbalanced, conditional, obscure or contain irregularities of any kind may be rejected.

Any Addenda/Addendum issued to the Request for Proposal will be provided in writing.

5.1.4 Proposal Schedule

This timeline reflects the City’s intent in issuing and receiving RFP submissions and the commencement of Work. This schedule is subject to change at the City’s discretion.

Table 7: Timeline for Request for Proposal Submission

Event	Date
Date of Issue of RFP	October 16, 2012
Question Deadline	October 26, 2012
Closing Date	November 2, 2012
Evaluation	Week of November 12, 2012
Council Approval	November 19, 2012
Contract Start Date	March 1, 2014

5.1.5 Proposal Validity

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

5.1.6 Questions & Discrepancies

Proponents who find any discrepancies or omissions in this Request for Proposal, or who have any doubt as to the intent or meaning of anything contained therein, shall direct **written** questions to the following:



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Mike Hoogstra, CPPB | Purchasing Agent
Phone: 519-631-1680, ext. 4112
Email: mhoogstra@city.st-thomas.on.ca

For the purpose of this Proposal, Mike Hoogstra, is the "Designated Official" and shall perform the following functions: releasing, recording, and receiving RFP submissions; opening, recording and checking of Bids; answering queries of Contractors through written Addenda, considering extensions of time, reviewing bids received, ruling on mandatory requirements and recommendation to the City.

It is understood, acknowledged and agreed that while this RFP includes specific requirements and specifications for the Work, the City shall not be held liable for any errors or omissions in any part of the RFP Documents. While the City has used considerable effort to ensure an accurate representation of information in the RFP Documents, the information contained in the RFP Documents is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP Documents is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP Documents.

There will be no consideration of any claim, after submission of RFP proposal, that there is a misunderstanding with respect to the conditions imposed by the Contract.

If a Proponent finds discrepancies in, or omissions from the RFP documents, or is in doubt as to their meaning, the Proponent shall notify the Designated Official, who reserves the right, for any reason to issue a written addendum to Proponents at any time prior to the RFP closing. Addenda issued during the RFP period shall be acknowledged by the Proponent in submitting the RFP proposal.

The City will assume no responsibility for oral instructions or changes.

Proponents shall submit inquiries via e-mail to the contact above. All questions must be submitted no later than 12:00 p.m. on October 26th 2012. After this date no further inquiries, concerns or questions may be submitted. The City reserves the right to distribute all questions received, with the City's response, to all Proponents through an addendum.

Directing questions or inquiries to anyone other than the individual noted above may result in your submission being disqualified.

For purposes of this request, no Proponent may consider any oral representations or statements by an officer, employee, or agent of the City of St. Thomas to be an official expression on the City of St. Thomas's behalf, unless such representations or statements are made in a written communication executed by the "Designated Official" for this RFP. Contractors will be notified of any change to the "Designated Official".



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5.1.7 Addenda

Proponents may be advised by addenda, of required additions, deletions or alterations in the requirements of the Request for Proposal documents. All such changes shall become an integral part of the Request for Proposal documents. Proponents shall insert and state on the Form of Proposal, in the space provided, any addenda received by them during the Request for Proposal period. ***Failure to acknowledge all addenda on the Form of Proposal or failure to include the signed addenda with your Proposal response will result in your Proposal being disqualified.***

Proponents may confirm addenda issuance by calling 519-631-1680, extension 4112.

5.1.8 Privilege Clause

It is essential that the elements contained in the Proposal be stated in a clear and concise manner. Failure to provide complete information as requested will be to the Proponent's disadvantage.

Proposals should be submitted in the format requested. If a Proponent feels that the conditions will restrict it unnecessarily in any way, it should so state in its Proposal. Any deviation from the stipulated conditions should be given in detail with an explanation as to why such deviations are being proposed. Any such deviations will be provided in the section labeled "Exceptions" in the Proposal Forms. The City reserves the right to accept any Proposal as submitted without prior negotiations. It is the responsibility of the Proponent to obtain clarification of the requirements contained herein, if necessary, prior to submitting a Proposal.

Each Proposal will be evaluated solely on its content. Assessment of the proposal commences immediately after closing date.

The City reserves the right to accept or reject any or all Proposals received or to cancel the RFP in its entirety, all without any right of recourse on the part of any Proponent, and to seek clarification from one or more Consultants on the contents of their proposal submission.

This RFP does not commit the City to award a contract or to pay any costs incurred in the preparation of a Proposal, or attendance at a meeting with City staff.

5.1.9 Disqualification of Proponent

A Proponent offering to sell products/services to the City of St. Thomas certifies that it has not communicated directly or indirectly their Proposal to any competitor or any other person engaged in such line of business. Any or all Proposals may be rejected if City of St. Thomas believes that collusion exists among the Proponents. Proposals in which the fees are obviously unbalanced may be rejected.

5.1.10 Terms of Contract

The contract is for a seven (7) year term. The Service of this Contract will commence on March 1, 2014.

This Contract will commence on March 1, 2014 and continue to be in force thereafter until the February 28, 2021 with the right of renewal by the City for up to two (2) one (1) year periods



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immediately thereafter. Any such extension shall be on the same Terms and Conditions of the original Contract. Should the City decide to extend the Contract, the City shall inform the Contractor in writing no later than six (6) months prior to the end of the Contract. The City has no obligation to extend the Contract or any portion of the Contract.

5.1.11 Requirements at Time of Contract Execution

Subject to award of the RFP by the City the successful Proponent shall submit the following documentation in a form satisfactory to the City and as specified in the RFP for execution within fifteen (15) days after being notified in writing to do so by the City:

1. Executed Agreement and Performance Bond, Irrevocable Standby Letter of Credit
2. Insurance documents in compliance with the RFP documents
3. WSIB documents in compliance with the RFP documents

5.2 Proponent's Obligation to Examine

It is understood and agreed that the Proponent has, by careful examination, satisfied itself as to the nature of Work, the character, quality and quantity of the task, the general and local conditions, and all other matters which can in any way affect the Work under the Contract.

The Proponent is directed to carefully examine the scope of the Work and to make special inquiry of any details the Proponent is uncertain of and to make further personal inspection and investigation as the Proponent may deem proper to determine the correctness of any information so obtained as part of this Request for Proposal. The City does not ensure the accuracy of such information, and the Proponent shall not make any claim against the City for damages or extra Work caused or occasioned by the Proponent relying upon such records, report or information, either as a whole or in part, furnished by the City or any department or commission, private company or individual.

5.2.1 Arithmetic Errors

Proposals containing arithmetic errors shall be corrected by the Designated Official during the checking procedure, as follows, unless otherwise decided by the City:

- a) Financial Proposal shall govern and the extended amount and Total Contract Cost shall be corrected accordingly,
- b) Discrepancies in addition or subtraction shall be corrected accordingly,
- c) Where an error has been made in transferring an amount from one part of the RFP Proposal to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct and the amount shown after transfer and the Total Contract Cost shall be corrected accordingly.

If a Proponent has omitted a price for an item of work set out in the RFP Proposal, the Proponent shall, unless the Proponent has specifically stated otherwise in the Proposal, be deemed to have allowed elsewhere in the RFP Proposal for the cost of carrying out the said item of work and, unless otherwise agreed to by the City, no increase shall be made in the Total



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Contract Cost on account of such omission. The City reserves the right to waive formalities at its discretion.

5.2.2 Withdrawal of Proposal Prior to Closing Date

A Proponent who has submitted a RFP proposal may request that their submission be withdrawn. (Adjustments or corrections to a RFP proposal will not be allowed). The withdrawal shall be allowed if the request is made before the closing time for the Proposal to which it applies. Withdrawal requests must be directed to the Designated Official by letter. Telephone requests shall not be considered.

For letter withdrawals, or if the person requesting withdrawal is other than a Senior Official of the Company, the authenticity of the request must be confirmed by telephoning a responsible Official of the Company. Submissions confirmed as withdrawn prior to being placed in the bid depository, shall be returned unopened to the Proponent. Withdrawal notices received after the submission has been deposited shall, together with the confirmation of withdrawal, be placed in the bid depository. Such Proposals will be dealt with at the opening by announcing that the submission was withdrawn. Withdrawal of a submission does not disqualify a Proponent from submitting another RFP Proposal.

Withdrawal requests received after the RFP closing time will not be allowed. The Proponent concerned shall be informed that the withdrawal request arrived too late and shall be irrevocable.

5.2.3 Proposal Submission Examination & Clarification

At the close of the RFP, all Proposals will be examined by the Designated Official of the City, to confirm that they are compliant and otherwise complete. Proposals that are determined to be compliant and otherwise complete will then be evaluated as set out in the RFP.

At its sole discretion, the City may seek clarification of any aspect of any Proposal received. The purpose of such clarification may be to enable the City to determine whether the Proposal complies with the RFP requirements.

The City's right to clarify shall include the right to request additional or missing information relating to the Proposals submitted.

The right of clarification is within the sole, complete and unfettered discretion of the City and is for its exclusive benefit, and may or may not be exercised by the City at any time and in respect to any or all Proposals.

The right to clarify shall not impose upon the City a requirement to clarify with the Proponent any part of a Proposal, and where in the opinion of the City the Proposal is ambiguous, incomplete, deficient, or otherwise not acceptable in any aspect, the City may reject a Proposal either before or after seeking a clarification



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No such clarification shall alter the Proposal or constitute negotiation or re-negotiation of the price or any aspect thereof, or the nature of quality of the Work to be supplied or performed as set out in the Proposal at the close of the RFP. Neither the review of its submission with any Proponent, nor the seeking or clarification shall in any way be deemed to be an acceptance by the City of any term or provision so clarified or be deemed to be an acknowledgement by the City of the compliance of the Proposal with the terms of the RFP. Further, it shall not oblige the City to enter into a Contract with that Proponent, and shall not constitute an acceptance of that Proposal or any other Proposal.

All clarifications shall be in writing, in a form satisfactory for inclusion in the Contract and satisfactory to the City.

5.2.4 Conflict of Interest

The Proponent declares that no person, firm or corporation with whom or which the Proponent has an interest, has any interest in this proposal or in the proposed Contract for which this proposal is made.

The Proponent further declares that no member of the Board of the City and no officer or employee of the City will become interested directly or indirectly as a contracting party, partner, shareholder, surety, or otherwise in or in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived therefrom.

Should the Proponent feel that a conflict of interest or potential conflict of interest exists; the Proponent must disclose this information to the City prior to the acceptance of the Proposal. The City may, at its discretion, withhold acceptance of the Proposal until the matter is resolved to the City's satisfaction. The City may allow a conflict of interest or potential conflict of interest to exist if it is satisfied that there are adequate safeguards in place and if the City determines that it is in its best interests to do so.

The City reserves the right to disqualify a proposal where the City believes a conflict of interest or potential conflict of interest exists.

5.2.5 Claims or Litigation

The City will not open and consider Proposals received from parties with whom the City is in litigation or pending litigation unless approval allowing such is obtained by the Proponent from the Council of the City prior to the close of the Proposals.

Proposal submissions which are unopened pursuant to this policy will be returned to the Proponents and no Contract in regard to the RFP process will be created as between the Proponent and the City.



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5.2.6 Proposal Submissions as Binding Offers

Proposal submissions in response to this RFP shall be considered binding offers and shall be irrevocable for a period of ninety (90) days from the RFP closing date, or until execution of the Agreement by City and a Proponent pursuant to this RFP, whichever occurs first.

5.2.7 Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)

In accordance with the Municipal Freedom of Information and Protection of Privacy Act, this is to advise that the personal information Proponents provide is being collected under authority of the Municipal Act and will be used exclusively in the selection process. All Proposals submitted become the property of The Corporation of the City of St. Thomas. Because of MFIPPA, Proponents are reminded to identify in their Proposal material any specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete bids are not to be identified as confidential.

5.2.8 Cost to be Included

All associated costs for the Financial Proposal by the Proponent including but not limited to administration, capital, equipment, and staffing, are the responsibility of the Proponent.

5.2.9 Proponent's Responsibilities

In the event that a RFP submission includes the performance of Work by another person, firm or organization, it shall be mandatory for the Contractor (i.e., the successful Proponent) to assume full responsibility for such tasks specified in the submission. The City will contract only with the successful Proponent.

There shall be no transfer of responsibility to any other party without the express written consent of the City.

The City will consider the successful Proponent to be the sole contact with regard to all provisions of the RFP submission. Payment of all charges resulting from the Contract shall be to the successful Proponent only.

5.2.10 Harmonized Sales Tax

The Financial Proposal to be proposed does not include the applicable Harmonized Sales Tax payable by the City with regard to the Contract. In making payments to the successful Proponent, the City shall include all applicable Harmonized Sales Tax payable as a result of this Agreement. The Proponent warrants that in preparing this RFP submission, it has taken into account any costs associated with all and any applicable taxes.

5.2.11 No Lobbying

If any director, officer, agent or other representative of a Proponent, including any other parties who may be involved in a joint venture or a consortium with the Proponent makes any representation or solicitation to any member of the City Board, or any official, employee or agent of City, with the exception of the Designated Official, with respect to the Proponent's RFP



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submission or any other Proponent's submission, the City shall be entitled to forthwith and without notice reject the Proponent's submission.

5.2.12 Subcontractors

Contractors shall submit a list of their proposed Subcontractors, if any, containing the names of all of the Subcontractors which the Contractor proposes to use to perform Work under the Contract and the division or section of Contract Work to be completed by each Subcontractor.



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5.3 Proposal Submission Requirements

ENVELOPE ONE – SERVICE PROPOSAL

5.3.1 Mandatory Requirements

For a Proponent to be considered for this Work, the following mandatory requirements must be met in the sole opinion of the City. Proposals not fully complying with the mandatory requirement will be deemed non-compliant and will be given no further consideration.

The Proponent shall submit the following (see Section 8.0 – Proposal Forms):

1. Bid Deposit as specified in Section 1.6
2. Agreement to Bond and Agreement to Provide Irrevocable Letter of Credit as specified in Section 1.7
3. Statutory Declaration and Acknowledgement of Addenda/Addendum
4. Designated Site(s) ECA/CofA Documents
5. Separate and sealed Financial Proposal

5.3.1.1 Statutory Delectation

The Proponent must submit a completed and signed Statutory Declaration which is included in Section 8.2.

5.3.1.2 Designated Site(s) ECA/Certificate(s) of Approval Documents

A copy of the Environmental Compliance Approval (Certificate of Approval), or other Approvals, issued to the Proponent from the Ministry of the Environment to allow the Proponent to operate a MRF and Transfer Facility (if required);

5.3.2 Service Proposal

The Proponent's Proposal shall include at minimum the following information as specified in their Proposal and on the Proposal Forms provided in Section 8.0.



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5.3.2.1 Experience and Qualifications

Provide a company profile and describe your overall experience in operating a Material Recovery Facility and a transfer station if required. The information should include, but not necessarily be limited to, the following:

1. Company Profile
2. Company details, officers, size, number of employees, office locations.
3. Number of years in business.
4. Subcontractor (if any) company details, officers, size, number of employees, office locations.
5. Subcontractor (if any) number of years in business
6. Annual financial statements (including their auditor's opinion) for the past two years including bank references
7. Articles of Incorporation.

In the event that the Proponent is a private company and are not willing to provide the requested information, a statement from the Proponent's auditor attesting to the Proponent's financial capability to carry out the project may be provided instead.

(The Proponent must provide satisfactory evidence to demonstrate that the legal entity proposing to undertake the contract is in sound financial position 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).

8. Location of the MRF where materials are to be processed, including estimated travel time and distance from the City, and same for transfer station if utilized.
9. Number of years operating the proposed MRF and TF (if required).
10. Number of other MRFs and locations the Proponent currently operates.
11. Processing methodology (single or 2 stream) to be used.
12. Design capacity of MRF and transfer station (if applicable) and current capacity utilized (both expressed in total facility capacity and tonnes/hour throughput).
13. Any tonnage limits; expressed in daily/other tonnage limits if any per ECA/CofA.
14. Tonnes currently managed at the proposed MRF; materials sources (municipal clients, general description of IC&I source tonnage processed).
15. Three (3) relevant client references.



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5.3.2.2 *Technical Capacity to Undertake the Work*

The Proponent shall describe in sufficient detail the following:

Process for Receiving Recyclables

- The operating hours that the MRF, and/or transfer station, will be open to receive Recyclable Materials during regular business days.
- Information regarding how changes, if any, to the operating hours will be communicated to the City and City's collection contractor.
- Information on the Statutory Holidays that the MRF, or transfer facility, will not be open to receive Recyclable Materials along with alternative days and hours the MRF, or transfer facility, will be open to receive Recyclable Materials to accommodate the Statutory Holiday closing.
- A detailed list of acceptable material types (and restrictions if any) and material specifications.
- A description of how the Proponent will accommodate the addition of Optional Material if the Proponent's MRF is capable of receiving those materials and the City elects to add them as Recyclable Materials.
- Acceptable maximum rate of compaction for Recyclable Materials by accepted stream.
- A description of how the City's contracted collection vehicles will be received, unloaded and generally handled while at the MRF, and/or transfer station, including anticipated collection vehicle "gate-to-gate" times.
- Any protocols for interaction between City contracted collection staff and MRF/Transfer Station staff.
- Description (or attachment) of MRF or transfer station Health and Safety and other Standard Operating Procedures (SOPs) to be adhered to by the City (during site visits, audits) and the City's collection contractor.
- Information on how the Proponent will address and manage any daily delays in the delivery of Recyclable Materials to the Proponent's MRF or transfer station as the result of factors either within the City's collection contractor's control or otherwise (e.g. snow, ice storm).
- The Proponent shall state their firm commitment to provide sufficient processing capacity to the City over the proposed term and based on the material quantities described in Section 2.0 of the RFP.

Method of Recyclable Materials Acceptance

- A description of how the City's Recyclable Materials will be inspected by MRF or transfer station staff to verify its quality is acceptable and the protocols for handling load contamination.
- A description of the Proponent's load rejection procedure.



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Method for Processing

- Describe typical storage times for Recyclable Materials received at the Designated Site(s) prior to processing.
- If a transfer station is utilized described how materials will be stored and the anticipated length of time prior to shipment to the MRF and method of transfer from the transfer station to the MRF.
- Facility(ies) general description, including equipment utilized, material flow and staffing (diagram or schematic of facility(ies) can be submitted).
- Describe the QA/QC plan utilized to ensure the highest level of Recyclable Material recovery and lowest level of residue generated from the MRF.
- Describe a general approach and the timing of routine MRF equipment preventative maintenance.
- Describe the approach to prevent/manage unanticipated down-time due to major equipment replacement, equipment failure.
- Describe how each separated material is currently handled and location for storage prior to shipment to end market; baled, loose, compacted to trailer, other; indoors, outdoors.
- Describe how residue from the MRF is currently handled; baled, loose, compacted to trailer, other.
- Identify where residue from the MRF is currently disposed of.

Method for Managing City Audits, Tours and Inspections

- Describe how inbound material audits to be undertaken by the City will be accommodated including the location at the transfer station (if applicable) or the MRF where they will be undertaken and the staff, equipment that will be used to support the audit based on the requirements described in Section 4.21.
- Describe how City staff inspections or visitor tours (e.g. City Council, other) will be accommodated based on the requirements described in Sections 4.26 and 4.27.

Recyclable Materials Audit and Data Tracking

- Detailed description of weighing, record keeping data management process (i.e. weigh scale ticket information, how monthly reporting requirements will be met.
- Details on how the City's Recyclable Materials will be tracked separate from other sources of materials for accounting, billing and revenue payment purposes.

5.3.2.3 *Material Marketing and Revenue Payment*

The Proponent shall describe the following:

- Current recovery rates for each material types.
- Current materials and mix of materials marketed.
- A description of the general approach to marketing including a list of current buyers and brokers, current commodity prices received by buyer or broker and use of spot and/or longer term contracted buyers.



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- A clear, workable method for attributing revenues to the City.
- A clear, workable method for accounting for the City's portion of Recyclable Materials at the facility.
- A clear, workable and fair method to attribute inbound contamination and outbound (post-processing) residuals to the City's loads.

5.3.2.4 *Methods for Invoicing and Communication*

Communication

- Information on how issues will be addressed, should any arise, with the City's collection contractor(s) and communicated (such as: drivers not following site rules or delivering contaminated loads) to City staff.
- Method for communication any issues related to processing; planned MRF maintenance, unanticipated down-time and how and if it will affect the City.
- Method for communicating information with respect to commodity value changes, end market rejection and/or other issues with end markets.
- General methods for communicating any other changes, either positive or negative that would affect the City as the result of any operating change.

Method of Invoicing

- Method by which the City will be invoiced.
- Method by which the City will be paid revenue from the sale of Recyclable Material.

5.3.2.5 *Contingency Plan*

- A contingency plan and timeline showing actions that will be taken to ensure the City's Recyclable Materials will be processed commencing March 1, 2014.
- A contingency plan in the event of unforeseen extended MRF shutdown or processing interruption during the term of the Contract.
- A contingency plan in the event that any given end market for any Recyclable Material ceases, either temporarily or permanently, to exist.

5.3.2.6 *Innovative Features*

- Proponents are required to base their Proposal submission, and all pricing contained therein, on the requirements set out in this RFP document (including all requirements of the Specifications and Conditions). Notwithstanding these requirements, Proponents are encouraged to provide innovative ideas and suggestions which they believe will improve upon the requirements set out in this document.
- The Proponent's Proposal will be kept confidential during the evaluation phase but may be openly discussed at Council should staff recommend the Proponent's Proposal.
 - Any Innovative Feature that affects the Specifications or Conditions should be identified and the advantages and disadvantages of the feature explained. **Any Innovative Feature will be stated in the Service Proposal. No financial impacts associated with an Innovative Feature(s) will be provided in Envelope #1.**



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5.3.2.7 Exceptions

As all of the conditions put forth in the RFP are aimed at the specific requirements of the City under this RFP and the City is reluctant to accept exceptions that may impede the timely execution of the Contract. As a result, the extent of exceptions noted will factor into the Proposal evaluation.

Proponents are advised that if they take exception to any of the requirements of this RFP, they shall, in their submission, state the nature of any exceptions proposed and must thoroughly describe them in their Proposal in a distinct section entitled "Exceptions". Only exceptions noted in the designated format will be considered by the City. Any other exceptions, whether stated or implied, will not be considered by the City and the corresponding requirements of this RFP will be deemed to apply. The City may accept, reject or negotiate any proposed exception at its sole discretion. **Any exceptions will be stated in the Service Proposal. No financial impacts associated with an exception(s) will be provided in Envelope #1.**

ENVELOPE #2 – FINANCIAL PROPOSAL

5.4 Financial Proposal

Proponents are required to use the Financial Proposal Forms provided in Section 9.

5.4.1 Innovated Features

16. Where applicable, Proponents should indicate the price adjustment, either extra ("+") or credit ("-") in dollars per tonne, which the City will consider in its evaluation and upon which it may base subsequent Contract negotiations, if any, with the Proponent.

5.4.2 Exceptions

17. Where applicable, Proponents should indicate the price adjustment, either extra ("+") or credit ("-") in dollars per tonne, which the City will consider in its evaluation and upon which it may base subsequent Contract negotiations, if any, with the Proponent.

5.5 Proposal Evaluation Process

5.5.1 Evaluation Criteria

The proposal will include:

1. Mandatory requirements
2. A Service Proposal that demonstrates understanding of the scope and particulars of the requested work, and should clearly address the evaluation criteria: and;
3. In a separate envelope, a Financial Proposal that addresses the RFP requirements.

A total of 100 available points will be allocated to the Proposal as presented in **Table 8**. The following table outlines the detailed evaluation criteria for the information submitted in Envelope One and Envelope Two:



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Table 8: Proposal Evaluation Criteria & Scoring

Envelope One: Service Proposal	Weight/Value
Bid Deposit/Letter of Assurance	Pass/Fail
Agreement to Bond/Council Resolution	Pass/Fail
Agreement to Provide Irrevocable Standby Letter of Credit/Council Resolution	Pass/Fail
Statutory Declaration and Addendum/Addenda Acknowledgement	Pass/Fail
Environmental Compliance Approval/Certificates of Approval (attached)	Pass/Fail
Experience and Qualifications	10
Technical Capacity to Undertake the work	
<i>Process for receiving recyclables</i>	10
<i>Method of recyclable materials accepted</i>	5
<i>Method for processing</i>	5
<i>Method for managing City audits, tours and inspections</i>	5
<i>Recyclable materials audit and data tracking</i>	5
Material Marketing and Revenue Payment	5
Methods for Invoicing and Communication	5
Contingency Plan	5
Innovative Features	5
Total Score	60
Envelope Two: Financial Proposal	Weight/Value
Total Contract Cost	40
Total Score Envelope One and Envelope Two	100

Notwithstanding the fact that there is a ranking/weighting system for the criteria items noted above, it is recognized that these parameters are qualitative in nature and subject to interpretation (pass/fail criteria aside). However, it cannot be stressed enough that the Select Waste Committee (SWC) will utilize the information provided under these headings to satisfy themselves to what extent any/all of the submissions meet/exceed the necessary requirements



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to undertake the Work. And, notwithstanding that any Proposal may not necessarily be accepted, if the SWC is not satisfied that a submission does not adequately address, in whole in part the items listed in **Table 8** above, their Envelope Two: Financial Proposal will not be opened and their submission will be rejected.

5.5.2 Presentation/Interview & Due Diligence Tour

Proponents may be invited to participate in oral presentations and interviews with members of the SWC. These meetings, if deemed necessary, will give each Proponent an opportunity to highlight its team's experience and skills as well as to answer questions posed by members of the SWC.

Alternatively and at the City's sole discretion the Proponent may be required to provide a tour of their MRF (and transfer station if applicable) and at that time and at the Proponent's Designated Site the City may require the Proponent to participate in an oral presentation and interview with members of the SWC.

5.5.3 Results of Technical Proposal Evaluation

If the Technical Proposal receives a score of less than 45 points, based on the technical evaluation criteria, the Proposal will not be considered further and the second sealed envelope containing **the financial Proposal, will not be opened and will be returned to the Proponent.**

If the Technical Proposal receives a score of 45 points or more, based on the technical evaluation criteria, the Purchasing Agent will provide the Evaluation Committee with the sealed Financial Proposal envelopes submitted by each qualifying Proponent

The Financial Proposal will be considered on a scale with the lowest cost Proposal rating the highest and the highest cost proposal rated the lowest and scored accordingly out of 40 points. The Proponent with the highest overall points (out of 100) and with the cost to haul to the Proponent's MRF factored in represents the best overall value proposition to the City.

5.5.4 Basis for Award

Notwithstanding the aforementioned, the Contract shall be awarded based on a combination of:

- technical proposition and quality;
- response to specifications, terms and conditions;
- presentations/interviews/tours;
- price; and:
- relative cost for the City to haul Recyclable Materials to the Proponent's transfer station or MRF.



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5.5.5 Select Waste Committee (SWC) & Process

The RFP evaluation committee, referred to as Select Waste Committee (SWC), may consist of, but not necessarily be limited to, representatives from the City Engineering, Waste Management, Finance and Legal Departments, Consultants and other technical representatives at the City's sole discretion.

If all mandatory submittals are enclosed and found to be satisfactory then members of the SWC will receive a copy of the Service Proposal in Envelope One for review. Members of the SWC will score each Proposal in accordance with the Proposal Evaluation Criteria & Scoring Table above. Representatives from Finance/Legal will not necessarily evaluate the submissions but rather will provide oversight to the process.

When individual team member scoring is complete the SWC will meet to jointly assess the need for a presentation/interview by Proponents and/or a facility tour. If there is determined the need for presentations/interviews the SWC will suspend further discussion of individual Proposal ratings and notify the Proponents for the purpose of scheduling a presentation/interview and/or tour.

Once presentations/interviews and/or tours are complete and the results recorded and evaluated by the SWC, the SWC will reconvene to combine and average all individual member scores to get an overall score (out of 100%) for the Proposal.

Envelope Two- Financial Proposal for those Envelope One Proposals that receive a minimum score of 45 out of 60 will be opened.

The Proponent with the highest overall points (out of 100) with the cost to haul to the Proponent's MRF factored in will represent the best overall value proposition to the City and accordingly will be selected as the preferred Proponent.



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6.0 General Definitions & Conditions of Contract

6.1 Contract Definitions

In the Contract Documents, the following words have the meanings indicated:

“Additional Work” means work or materials not provided for in the Contract and not considered by the City to be essential to the satisfactory completion of the Contract within its intended scope.

“Agreement” means the overall master agreement between the City and the Proponent for the provision of Services specified in this RFP, including any Addendum attached thereto.

“Aluminum” includes aluminum containers such as pop cans, pie plates, tart containers, TV dinner trays, roasters, and household aluminum foil.

“Applicable Laws” means all law, statutes, regulations, by-laws, codes, guidelines and policies having the force of law, Environmental Compliance Approval (Certificates of Approval), waste haulers’ certificates and other approvals, now or hereafter in existence having the force of law, that are relevant and applicable to the Work.

“Aseptic Containers” means any multi-layered beverage box container.

“Audit” means an audit of the City’s inbound materials to determine material composition and composition by weight and relative weight.

“Authorized”, “directed”, “instructed”, “required”, “requested”, “approved”, “ordered”, “sanctioned”, “submitted”, “considered”, “satisfactory” and similar words or phrases shall, unless some other meaning is obvious from the context, mean respectively authorized, directed, instructed, required, requested, approved, ordered, sanctioned or considered by, or submitted or satisfactory to the City.

“City”, “Corporation” means The Corporation of the City of St. Thomas.

“City Representative” means the employee(s) or delegate(s) of the City acting on behalf of the City in terms of administration and enforcement of this Contract.

“Conditions” means all written material or printed descriptions outlining the conditions to which the Work, in compliance with the Specifications, is to be carried out under this Contract.

“Consumer Price Index” or **“CPI”** means the Consumer Price Index for Ontario.

“Contract”, “Contract Documents” means the executed Agreement entered into between the City and the Contractor covering the performance of the Work, including the supply of any and all work, labour, implements and materials that could reasonably be required properly and satisfactorily to complete the Work to be performed and also all Contract Documents including Addenda, Information for Contractors, the Proposal, Contract Bid Deposit, Specifications, completed Forms, General Conditions of the Contract and any other such documents as provided for in the Contract, including amendments or Change Orders made in writing pursuant to the provisions of the Contract and agreed upon between the Parties.



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“Contractor” means the person or persons who execute the Contract with the City who have undertaken to carry out the Contract, and a reference to the Contractor includes its officers, directors, employees, agents and Sub-contractors.

“Completion of the Work” means the time stipulated in the Contract Documents for the Contract to be dissolved between the Contractor and the City, including any extension of the Contract term made pursuant to the Contract Documents.

“Contamination” means the presence of any item or material not accepted at an End Market as per its specifications and includes any item not defined as Recyclable Material.

“Contract Prices” means the prices set out in the Financial Proposal for which the Contractor will perform the Work.

“Council” means the City of St. Thomas Council.

“Current Material” means the items that are part of the current City blue box program, specifically: Newspaper, Fine Paper, Magazines, Telephone Books, Boxboard; Cardboard, Glass jars and bottles, Steel Cans, Aluminum Cans, #1 PETE and #2 HDPE containers.

“Designated Site(s)” mean the site(s) specified by the Contractor and approved by the City where Recyclable Materials are to be delivered.

“Designated Official” means the representative of the City responsible for coordinating all aspects of the RFP process on the City’s behalf.

“Employment Insurance Act” means Employment Insurance Act, S.C. 1996, c. 23, as amended and the regulations thereunder.

“Environmental Compliance Approval” “Certificate of Approval” means all Environmental Compliance Approvals or Provisional Environmental Compliance Approval issued by the MOE.

“ECA” “C of A” means Environmental Compliance Approval (Certificate of Approval), as issued by the MOE.

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

“End Market” means the purchaser or receiver of the Recyclable Materials for conversion to beneficial end-use.

“End Market Specifications” means the specifications for marketing Recyclable Materials as designated by the purchaser of the Recyclable Materials or accepted industry standards.

“Expanded Polystyrene”, “EPS” - means clean polystyrene plastic foam material such as those used for packing protection of consumer items sometimes, marked with SPI Code #6.

“Ferrous Metal” means all steel food and beverage cans, paint cans and aerosol cans.

“Film Plastic” means grocery bags, milk bags, milk pouches and other retail bags made of a thin flexible sheet, which does not hold a particular shape when unsupported and is sometimes marked with SPI code #4 or #2.



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“Financial Proposal” means the monetary sum identified by the Proponent in its Financial Proposal to perform the Work.

“Gable Top Cartons” includes any folding top, paper beverage or food container.

“Glass Jars and Bottles” includes all glass food and beverage bottles and jars.

“Hauler” mean the company(ies) contracted by the City, to collect and deliver Recyclable Materials to the Contractor’s MRF and/or Transfer Station.

“HDPE” means High Density Polyethylene plastic food and beverage containers sometimes marked with SPI code #2.

“Industry Standards and Practices” means the practices, methods, standards and procedures that:

- (a) are generally accepted and followed by reasonably qualified operators who, while reasonably accounting for local conditions, act prudently, diligently and in accordance with standards generally adopted by operators of facilities in size, technology and location to that of the MRF; and
- (b) would be expected by such reasonably qualified operator, at the particular time in question and in the exercise of reasonable judgment in the light of facts or circumstances then known, or that reasonably should have been known, to accomplish the desired results in a manner consistent with the Agreement, applicable Laws and Regulations, safety and environmental protection.

Industry Standards and Practices are not intended to be limited to the optimum practice or method to the exclusion of all others, but rather to be a spectrum of reasonable and prudent practices, methods, standards and procedures.

“Inspection” means a systematic examination to determine whether the Work of the Contractor complies with the arranged contractual requirements and whether these requirements are implemented effectively and are suitable to perform the Work.

“LCBO Container” means any container or package in which alcoholic beverages are sold by the Liquor Control Board of Ontario.

“LDPE” means Low Density Polyethylene plastic sometimes marked with SPI Code #4. This plastic can either be a rigid or film.

“Materials Recovery Facility”, “MRF” means the machinery, equipment, buildings, structures, facilities, processes and operations that receive the City’s Recyclable Materials for sorting, packaging, storage, marketing and shipping to end markets.

“Material to be Added” means the items that will be added to the City blue box program, in addition to the Current Material, at the start of the processing contract, specifically: #3 PVC, #4, LDPE, #5 PP, #6 PS, #7 Mixed rigid plastic containers, Gable Top Cartons and Aseptic containers

“Metal Food and Beverage Containers” means all steel and aluminum food and beverage cans and containers.

“Mixed Plastic” includes PETE, HDPE, PVC, LDPE (rigid and film), PP, PS, and Other Plastic.



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“**Mixed Paper**” includes fine paper, magazines, flyers, envelopes, copy paper, coloured paper, computer paper and the like.

“**MOE**” means Ontario Ministry of the Environment.

“**Market Value**” means the price paid by end markets for Recyclable Materials multiplied by the Contractor's weight or end market's confirmed weight.

“**Occupational Health and Safety Act**” means the Occupational Health and Safety Act, R.S.O. 1990, c. O. 1, as amended, and the Regulations and guidelines thereunder.

“**Optional Materials**” means recyclable items that may be added to the City blue box program based on the MRF ability to sort and market the material, additional costs for inclusion of the material and/or provincial direction, specifically: Laminated Paper Packaging, Spiral Wound Containers, Film Plastic, Expanded PS and Thermoform Plastics.

“**Other Plastic**” means any layered plastic food or beverage container sometimes marked with SPI code #7.

“**Over Compaction**” means a compaction rate greater than that acceptable at the Contractor's specified receiving Materials Recovery Facility(s).

“**Owner**” means the Corporation of the City of St. Thomas.

“**Paint Cans**” means any empty paint can with or without dried residue, and falls within the meaning of the definition “**empty container**” in the regulations made under the Environmental Protection Act Ontario.

“**Party**” means the City or the Contractor.

“**PETE**” means Polyethylene Terephthalate plastic containers sometimes marked with SPI Code #1.

“**Polycoat**” means any paper-based carton packaging for beverage and food products. Polycoat cartons are made of bleached paperboard and polyethylene and some varieties (i.e., aseptic polycoat containers) have a micro-thin layer of aluminum foil in the middle.

“**Polystyrene**” means clean polystyrene plastic or foam materials such as those used for cups, plates, food trays, plant holders and packaging sometimes marked with SPI Code #6.

“**Proponent**”, means the person or persons who respond to this Request for Proposal. A reference to the Proponent includes its officers, employees, agents and subcontractors.

“**Proposal Forms**” means the forms provided as part of the Request for Proposal that the Proponent must complete, sign as specified and submit with their RFP submission.

“**PVC**” means Polyvinyl Chloride clean food and beverage containers sometimes marked with SPI code #3.

“**Recyclable Materials**” means Glass Bottles and Jars, Ferrous Metal, Aluminum, Gable Top Cartons, Aseptic Containers, Mixed Plastic, Newsprint, Cardboard, Boxboard, Mixed Paper and such other materials as may be specified by the City.



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“**Residue**” means waste generated from the processing operation or any other non-hazardous solid material that is not processed or is not disposed of as Recycled Materials and that may be disposed of at any approved landfill according to the Environmental Compliance Approval issued from time to time to the operators of those facilities pursuant to the *Environmental Protection Act* (Ontario).

“**RFP**” means Request for Proposal.

“**RFP Documents**”: means the Request for Proposal and its Proposal Forms, Forms, Schedule of Attachments, Addenda/Addendum, Processing and Marketing Agreement and any other information issued for the benefit of Proponents to prepare and submit a Proposal.

“**Site**” means the physical location of the MRF and/or Transfer Station.

“**Services**” means all materials, equipment, fixtures, work, labour, supplies and acts required to be done, furnished and/or performed by the Contractor.

“**Specifications**” means all written descriptions, instructions or requirements in the Contract Documents pertaining to the method and manner of performing the scope and requirements of the Work, including those pertaining to the quantities and quality of the Work. The Schedules of the Specifications form part of the Specifications.

“**SPI Code**” means the Society of the Plastics Industry voluntary coding system for plastic that identifies bottles and other containers, packaging and products by material type to help recyclers sort plastic by resin composition.

“**Spiral Wound Containers**” means cylindrical containers with a paperboard body and a steel base. Includes frozen juice, dough, chips and other drink mixes.

“**Subcontractor**” means a person, partnership or corporation having a direct contract with the Contractor to perform part or parts of the Work or to supply products to the Works.

“**Successful Proponent**” means the individual, firm, company, corporation whom a contract is awarded against this offer.

“**Supervisor**” means the Contractor’s full-time employee that is dedicated to the supervision of the Work to be performed under this Contract.

“**Thermoform Plastic**” means a grade of PETE that is specifically designed for thermoforming and vacuum forming processes used to produce clamshells, blisters, containers, trays and packaging boxes.

“**Total Contract Cost**” means the total cost over the term of Contract as set out in the Financial Proposal for which the Contractor will perform the Work.

“**Transfer Station**” means the machinery, equipment, buildings, structures, facilities, processes and operations located at the Contractor’s Site to accept and transfer Recyclable Materials to a certified MRF or to an End Market.

“**Tubs and Lids**” means a mixture of plastic tubs made of PP, LDPE and HDPE and some PS. Margarine, yogurt, cottage cheese and ice cream are examples of foods sold tubs.



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“Work”, **“work”**, **“Works”** or **“works”**, unless the context requires a different meaning, means all related services included, but not limited to the supply of all vehicles, equipment, labour, supervision, materials, facilities, services, permits, license and approvals required to complete the Contractor’s obligations under the terms and conditions of the Contract Documents, including all Additional Work, as herein provided.

“WSIB Act” means the Workplace Safety and Insurance Act, 1997, S.O. 1997, c. 16, Sched. A. as amended, and the regulations thereunder.



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6.2 General Contract Conditions

6.2.1 Accessibility Standards for Customer Service

It is Contractor's responsibility to ensure that they, their employees and agents and all sub-contractors hired under this contract are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

6.2.2 Permits, Licenses and Regulations

The Contractor shall apply and pay for all necessary permits and licenses, approvals and consents required for the execution of the work. The Contractor shall give all necessary notices and pay all fees required by law and comply with all laws, by-laws, rules, regulations, and requirements relating to the work and to the preservation of public health. The Contractor shall be responsible for the safety of all workers and equipment on the site in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing construction safety.

6.2.3 Absence of the City Representative

In the absence of the City Representative, any of the City's staff whom the City may designate to administer and enforce the Contract, shall have full power as the City Representative for this Contract.

6.2.4 Inspection of the Work

The City may arrange for periodic Inspections of the Contractor's performance throughout the Contract Term.

The purpose of the Inspection is to assist the City to verify that the Contractor is performing all Work and is in compliance with the Contract. The Contractor shall co-operate with the City and shall provide all reasonable access to Designated Sites and associated Contract records.

If the City determines that the Contractor has not complied with any Contract provision then the Contractor agrees to immediately remedy this non-compliance and acknowledges that the City may exercise any provisions of this Contract regarding non-performance or other rights and remedies available in law.

6.2.5 Powers of the City

The City's Representative will monitor the performance of the Contractor to ensure the provisions of the Contract are faithfully being adhered to.

6.2.6 Representation & Warranties of the Contractor

The Contractor hereby represents and warrants, on a continuous basis, to the City and acknowledges that the City is entering into the Agreement in reliance on such representations and warranties:

- The Contractor is a corporation validly subsisting under the laws of the jurisdiction of its incorporation. The Contractor has filed all annual returns and financial statements as required under the laws of the jurisdiction of its incorporation.



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- The Contractor has the corporate power and authority to carry on business as currently carried on by it. No act or proceeding has been taken by or against the Contractor in connection with the dissolution, liquidation, winding up, bankruptcy or reorganization of the Contractor;
- The Contractor has the corporate power, authority and capacity to enter into the Contract and all other agreements and instruments to be executed by it as contemplated by the Contract and to carry out its obligations under the Contract and such other agreements and instruments. The execution and delivery of the Contract and such other agreements and instruments and the completion of the transactions contemplated by the Contract and such other agreement and instruments have been duly authorized by all necessary corporate action on the part of the Contractor;
- The execution, delivery or performance of the Contract and the fulfillment of its obligations herein do not and will not conflict with or result in a breach of:
 - any Laws and Regulations;
 - any of the terms or conditions of the constating documents of the Contractor;
 - any significant agreement, document or instrument to which the Contractor is a party or by which the Contractor is bound or to which any property of the Contractor is subject;
- there is no action, suit, proceeding, claim, application, complaint or investigation in any court or before any arbitrator or before or by any regulatory body or governmental authority or non-governmental body pending or threatened by or against the Contractor which would materially affect its ability to enter into or perform its obligations pursuant to the Agreement; and, there is no factual or legal basis which could give rise to any such action, suit, proceeding, claim, application, complaint or investigation.

6.2.7 Representations & Warranties of the City

The City hereby represents, warrants, on a continuous basis, to the Contractor and acknowledges that the Contractor is entering into the Contract in reliance on such representations and warranties:

- the execution and delivery of the Contract have been authorized by the City and such authorization has not been rescinded or otherwise modified;
- the Contract has been authorized, executed and delivered by the City and constitutes a legal, valid, and binding obligation of the City, enforceable against it in accordance with its terms;
- there is no action, suit, proceeding, claim, application, complaint or investigation in any court or before any arbitrator or before or by any regulatory body or governmental authority or non-governmental body pending or threatened by or against the City which would materially affect its ability to enter into or perform its obligations pursuant to the Agreement; and, there is no factual or legal basis which could give rise to any such action, suit, proceeding, claim, application, complaint or investigation.

6.2.8 Safety Requirements

The City is committed to promoting health and safety in the workplace by preventing accidents, injuries and occupational illness.

All Work shall conform to the Occupational Health and Safety Act, R.S.O. 1990, cO.1, as amended (hereinafter the "Act"). The Contractor shall at all times comply with the Act, Regulations, Industry Standards and Guidelines and shall be responsible for and take every precaution reasonable in the circumstances for the protection of all workers associated with the services being performed, whether employed by the Contractor, or a third party and for the protection of the third parties.



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The Contractor acknowledges that it has read and understood the Act, Regulations, Industry Standards and Guidelines and that it has provided training in relation to the Act, Regulations, Industry Standards and Guidelines to its supervisors and employees.

The Contractor is responsible for the health and safety of its employees and shall provide appropriate protective equipment and training as required.

The City shall not to be deemed the employer of the Contractor nor its personnel under any circumstances whatsoever.

6.2.9 Right to Retain Money

The City may retain any monies due to the Contractor under this or any other contract with the Contractor, as may be necessary to protect the City from any claims, including claims by third parties, arising out of the Contractor's performance or non-performance of this Contract.

6.2.10 Monies Due to City

All monies payable to the City by the Contractor under any stipulation herein, or to the Workplace Safety Insurance Board, or otherwise as provided herein, may be retained out of any monies then due, or which may become due. These monies may be recovered from the Contractor or the Performance Deposit, or from any outstanding invoice payments then due. Any amounts payable to the City, outstanding beyond ninety (90) days, shall accrue interest at a rate of 1(%) percent per month, compounded monthly.

6.2.11 Payment

An invoice will be forwarded by the Contractor to City at the end of each month representing billing for the work done for the previous month and as specified in Section 6.2.31 Invoice Requirements. The invoice will provide sufficient detail as to the charges and the calculation of the charges to allow the City to ascertain the basis of the charges.

Where the City disputes the amount of the invoice, the City shall make payment of any undisputed amounts within the time limits described herein and the dispute shall be resolved in accordance with Section 6.2.22 Negotiation, Mediation and Arbitration. The City may require the Contractor to reissue or separate the contents of the invoice.

The Contractor shall not be entitled to any interest upon any invoice on account of delay in its approval by the City or on account of a delay due to a dispute regarding an invoice submitted by the Contractor.

It is understood and agreed between the Parties that under no circumstances will any additional payments be made to the Contractor which are not specifically provided for in this Contract.

All payments to the Contractor shall be made by cheque or by electronic transfer in Canadian funds unless otherwise noted.

6.2.12 Escalation

Effective the 1st day of March, 2015, and for each subsequent year of the Contract, the per tonne price to process and market Recyclable Materials shall be adjusted based on the Canadian Consumer Price Index (CPI)



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for the Province of Ontario as published by Stats Canada, for the previous twelve (12) months, all items seasonally adjusted, January over January. The resulting new price may be greater or less than the previous year's price.

6.2.13 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 City 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 the amount of \$1000.00 on a per occurrence basis.

In view of the difficulty of ascertaining the losses which the City will suffer by reason of delay in the performance of the said Work, it is hereby agreed upon and fixed and determined by the parties hereto as the liquidated damages that the City will suffer by reason of said delay and default, and not as a penalty; and the City 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 the event of delays caused by strikes on the part of the workers employed by the City, or by an act of the Council of the City, or from such other cause as, in the opinion of the City, the Contractor cannot be reasonably held responsible for, or, in the event of extra or Additional Work being ordered by the City, the City may make allowances as the City may deem fair and Reasonable, provided the Contractor applies in writing for special consideration at the time such delay occurs and satisfies the City that the Contractor is justly entitled to such consideration.

6.2.14 Compliance with Applicable Laws & Statues

The Contractor shall comply with all Applicable Laws in the performance of the Work.

The Contractor represents and warrants that it is familiar with all Applicable Laws which in any manner affect the Work, its employees, subcontractors, facilities or equipment used in the Work or which in any way affect the conduct of the Work. No plea of misunderstanding or ignorance will be considered by the City.

The Contractor shall obtain at its own expense and shall remain in compliance with all licenses, approvals and permits and shall provide, at the request of the City, proof of all licenses, approvals and permits required by Government Departments, Ministries and Agencies, having jurisdiction over the Work set out in this Contract. Further, the Contractor shall comply with all work orders that may be issued by Government Departments, Ministries and Agencies. These approvals or work orders are incorporated by reference into this Contract and shall become part of the Contract entered into between the City and the successful Contractor, such that a breach of an approval or work order shall be deemed to be a breach of this Contract.

If the Contractor shall discover any provision in the Contract which is contrary to or inconsistent with any laws or regulations, they shall forthwith report it to the City in writing.

6.2.15 Verbal Arrangements

In all cases of misunderstanding and Disputes, verbal arrangements will not be considered. The Contractor must produce written authority in support of the Contractor's contentions in accordance with General Condition, and



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shall advance no claim in the absence of such written authority, or use, or attempt to use, any conversation with any parties against the City or in prosecuting any claim against the City.

6.2.16 Interpretation

Should a dispute arise regarding the meaning or intent of the contract documents, the decision of the City shall be final.

6.2.17 Indemnification & Hold Harmless Provisions

The Contractor shall indemnify and hold harmless the City and its officers, directors, members, and agents from all claims relating to labour and equipment furnished for work; and to inventions, copyrights, trademarks, patents used in doing the work and in subsequent use and operation of the work or any part thereof upon completion. In carrying out the work from commencement of the Contract until final completion the Contractor must not cause damage to any property, public or private, or to any roadways, curbs, grass plots, sodding, trees, shrubs or any other structures, works in the vicinity of the work or elsewhere and unless otherwise provided for in the Contract. Where injury or damage is done, the Contractor shall make all required repairs at its own expense in a manner directed by and to the satisfaction of the City.

The Contractor shall be responsible for any and all damages and associated costs, or costs associated with claims for damages to property, damages for injury, or accidents done or caused by its employees, servants or agents resulting from any of the Contractor's operations, or from any materials or equipment used therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on its part, or on the part of its employees, to do or perform any or all of the several acts or things required to be done by the Contractor. The Contractor agrees to hold the City, its officers, directors, members, and agents harmless and indemnified for all such damages or costs, including any damages or expenses associated with any order, directive, or requirement of any government agency or authority exercising regulatory powers in connection with environmental or other matters that arise directly or indirectly out of or incidental to any act or omission by the contractor, its agents, officer or employees in the performance or conduct of the services under this Agreement. In cases of the Contractor's failure, neglect or omission to observe or perform, the City may, either with or without notice take such steps, procure such equipment, vehicles, plant or labour and do such work or things as it may deem advisable towards carrying out and enforcing the same and all expenses so incurred may be deducted or collected by the City under the provisions hereof any such action by the City shall not in any way relieve the Contractor or its surety from any liability under the Contract.

6.2.18 Notice

In any circumstance where the City identifies a breach in the Contractor's performance of the Work, the City shall provide the Contractor with a general description of the breach, the Section of the Contract on which the City relies and the location, where applicable, where the breach occurred.

Any notice permitted or required to be given to the Contractor or the City in respect of the Work under this Contract, shall be deemed to have been given to that party and received:

- on the date of delivery if hand delivered prior to 5:00 p.m.;
 - on the next regular business day after transmission if sent by electronic mail or by facsimile transmission;
- or



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- on the fifth (5) day after the date of mailing if mailed.

The address for the City is:

The Corporation of the City of St. Thomas
City Hall
545 Talbot Street
P.O. Box 520

St. Thomas, ON N5P 3V7

The address for the Contractor is the address as shown in the Contractor's Proposal or any address or location where the Contractor regularly carries on business.

The Contractor shall notify the City of any change in address no later than five (5) days prior to the date such change takes effect.

6.2.19 Governing Law

The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada as applicable.

6.2.20 Bribery

Should the Contractor or any of the Contractor's agents give or offer any gratuity to or attempt to bribe any member or officer of the City, the City shall be at liberty to cancel the Contract forthwith, or to take the whole or any part of the Work from the Contractor, under the same provisions as those specified in Section 6.2.23 Termination of the Agreement.

6.2.21 Liens

The Contractor, its surety and respective heirs, executors, administrators, successors and assigns and any of them, and all other parties in any way concerned, shall fully indemnify the City and its officers, employees, directors, members, and agents from any and all liability or expenses by way of legal costs or otherwise in respect to any claim which may be made for a lien or charge at law or in equity or to any claim or liability or attachment for debt, garnishee or other collection process.

The Contractor, its surety and respective heirs, executors, administrators, successors, and assigns, each and any of them, and all other parties in any way concerned, shall fully indemnify the City and all its officers, servants and employees from any and all liability or expenses by way of legal costs or otherwise in respect to any claim which may be made for a lien or charge at law or in equity or to any claim or liability or attachment for debt, garnishee or other collection process. The City may, at any time, withhold from the Contractor an amount sufficient to pay any and every lien or claim against the work of which it has notice, and shall deduct the amount thereof from monies due to the Contractor until the matter is resolved and the lien or claim is released. The City shall not in any case be liable to any greater extent than the amount owing at that time under contract by it to the Contractor.



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6.2.22 Negotiations, Mediations & Arbitration

Any dispute or disagreement of any kind whatsoever arising out of the Contract or Work shall not be grounds for delay in the completion of the Work but shall be referred by the Contractor in writing to the City Representative, not later than ten (10) working days after the Contractor becomes aware of the circumstances giving rise to such dispute or disagreement. The City Representative will not settle a claim with respect to any dispute until such time as the party has submitted a single written claim, containing a concise statement of the relevant facts including the extent and value of the claim, any impact in the Contract and the relevant Sections of the Contract.

The City Representative shall interpret the requirements of the Contract Documents. Any and all decisions shall be given in writing unless otherwise directed by the City Representative. The Contractor shall abide by all decisions or rulings of the City Representative in respect of any matter arising from interpretations of the Contract Documents.

If the matter in dispute is not resolved promptly, the City Representative will give such instructions as in his opinion are necessary for the proper performance of the Work and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, without prejudice to any claim they may have. The Contractor shall proceed with the Work with all due diligence in accordance with the City Representative's decision whether or not the claim may be referred to mediation or arbitration as hereinafter provided.

No act by either party shall be construed as a renunciation or waiver of any rights or recourse, provided that party has given the notices required by the Contract Documents and have carried out the instructions of the City Representative as provided above.

The parties may agree to utilize the services of an independent third party mediator or expert who shall be mutually agreed upon by the parties. The mediator or expert shall be knowledgeable of the issues related to the dispute. The mediator or expert shall meet with the parties together and separately, as necessary. The mediator or expert shall provide, without prejudice, a non-binding recommendation for settlement. Each party shall bear its own costs of mediation and the cost of the mediator or expert shall be shared equally by the parties.

The parties may agree to submit disputes to binding arbitration and if the parties so agree then the dispute shall be submitted to arbitration in accordance with the provisions of the Arbitration Act, 1991, S.O. 1991, c. 17.

6.2.23 Termination of the Agreement

At the option of City and subject to the provisions of the Bankruptcy and Insolvency Act, the Contract, or any part thereof, may be terminated upon fourteen (14) days written notice to the Contractor, in the event that the Contractor:

- does not execute the Contract before commencing the Work
- fails to commence Work on the commencement date specified
- becomes unable to pay its debts as they generally become due
- is adjudged or adjudicated bankrupt or insolvent
- becomes subject to or requests any benefit or exemption relating to any provision or enactment concerning bankruptcy or insolvency



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- breaches any term or Condition of the Contract
- abandons the Work

In the event that City terminates all or part of the Contract, it may take whatever steps it considers advisable to secure the completion of the Work and any damages or extra expenditures thereby incurred by City may be collected in the manner provided for in the Contract including forfeiture of all or a portion of the performance deposit.

The Contractor shall not be entitled to any monetary compensation of any kind resulting from the City's termination of the Contract for any reason.

In the event the City relieves the Contractor of a portion of the Works, as herein provided, it shall in no way affect the obligations of the Contractor with respect to the remainder of the Work.

Any representation or warranty given by the Contractor shall survive beyond termination of this Contract.

6.2.24 Remedies

The rights and remedies of the City as set forth in any provision of the Contract shall not be exclusive and are in addition to any other rights or remedies provided by law or in equity or pursuant to the provisions of the Contract. The exercise of any remedy provided by the Contract does not relieve the Contractor or its sureties from any liability remaining under the Contract.

The City may take such steps as deemed necessary to remedy any breach of Contract and any damages or expenditures thereby incurred by the City plus a reasonable allowance for administrative, legal, and other costs or disbursements may be collected in the manner provided for in Section 6.2.9 Right to Retain Money.

6.2.25 Force Majeure

Delays in or failure in the performance of either party under the Contract shall not constitute default hereunder or give rise to any claim or 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.

In the event that the performance of this Contract in the reasonable opinion of either party is made impossible by force majeure, then either party shall notify the other in writing and the City shall either;

- terminate this 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 this Contract shall be terminated.



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6.2.26 Severability

Each and every paragraph of the Contract and terms and Conditions of the Agreement is severable one from the other. Should it be found by a court of competent jurisdiction that any one or more paragraphs herein are null and void, the validity of the remaining paragraphs hereof shall not be affected.

6.2.27 Time of the Essence

Time shall be deemed to be of the essence in this Contract.

6.2.28 Forbearance

The City and the Contractor agree that forbearance by either the Contractor or the City in the enforcement of any obligations, rights or remedies pursuant to the Contract including, but not limited to, the assessment of liquidated damages or the withholding of payment, or forbearance in the identification of a breach of this Contract shall not affect the entitlement of either the City or the Contractor under the Contract to later seek enforcement of any obligations, rights or remedies pursuant to the Contract or arising from such breach.

6.2.29 Quantities & Measurements of Quantities

The quantities and information set out in the RFP are approximate only and are for the sole purpose of indicating to the Contractor the general magnitude of the Work to be performed. The City does not ensure the accuracy of the information and the Contractor shall not make any claim against the City or seek additional payment for damages or extra work caused by the Contractor relying upon such quantities and information. The Contractor shall satisfy itself as to the nature of the Work and all matters that can in any way affect the performance of the Work.

On an ongoing basis, the Contractor shall examine the scope of the Work, make inquiry of any details the Contractor is uncertain of and to conduct their own inspection deemed proper in order to understand any changes in the nature of the Work over time.

Materials and Work which are not specifically described or shown in the Contract Documents but the necessity of which can reasonably be considered as inferable from the Contract Documents, as determined at the sole discretion of the Commissioner, shall be performed by the Contractor at no additional cost to the City and the Contractor shall not claim extra payment therefore or an extension of the time for completion on account thereof.

6.2.30 Books, Payrolls, Accounts & Records

The Contractor shall maintain and keep sufficiently complete and accurate books, payroll, accounts and records relating to the performance of the Contract to permit their verification and audit and they shall have no claim to payment unless such books, payrolls, accounts and records have been so maintained and kept.

The City may inspect and audit the books, payrolls, accounts and records of the Contractor as it pertains to this Contract at any time during the period of the Contract and thereafter, as deemed necessary, and the Contractor shall supply certified copies of payrolls and other records as required whenever requested by the City.

The Contractor shall preserve all original books, payrolls, accounts, and records relating to the performance of the Contract or to claims arising therefrom, for a period of three (3) years after the end of the term of the Contract and any extensions or the final settlement of all claims, whichever is longer.



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6.2.31 Invoice Requirements

On all invoices, the Contractor shall provide the following information, failing which, the City may withhold payment:

- H.S.T. content for each article on a mixed supply;
- Total H.S.T. charged (or included);
- Contractor's H.S.T. number;
- Contractor's Name and Address;
- Date of Invoice;
- Period which the Invoice represents;
- Complete goods and/or services description;
- Contract Reference Number;
- Unique invoice number and identification of revised invoices

6.2.32 Assignment

It is mutually agreed and understood that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of their Contract, or their right, title, or interest therein, or their power to execute the Contract, nor of any part or the whole of any monies due or to become due under the provisions of this Contract, to any other person, firm, company or corporation without the previously written consent of the City which may unreasonably be withheld.

6.2.33 Emergency Delays & Scheduling Changes

The Contractor may be required to complete the Work on a Saturday, Sunday or Statutory Holiday as specified by the City and in the case of an emergency, delivery or collection delay or a scheduling change. The Contractor will be paid only according to the Total Contract Cost in the Contract.

6.2.34 Enurement

This Contract shall enure to the benefit of and be binding upon the Parties hereto and their respective administrators, successors and permitted assigns.

6.2.35 Amendment

No change or modification of the Contract shall be valid unless it is in writing and signed by the Contractor and the City.

6.2.36 Waiver

The failure of the City to insist in one or more instances upon the performance by the Contractor of any term or terms of this Contract shall not be construed as a waiver of future performance of any such term or terms and the obligation of the Contractor with respect to such a future performance shall continue in full force and effect.



**CORPORATION OF THE CITY OF ST. THOMAS
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Section 7.0 - PROCESSING AGREEMENT (DRAFT ONLY)

This AGREEMENT made in triplicate, the ____ day of _____ in the year two thousand and twelve (2012)
BETWEEN:

The Corporation of The City of St. Thomas as represented by the Mayor & Members of Council of the City of St. Thomas hereinafter called the "CITY",
AND _____

of _____ the in the Township, District or County of _____

and Province of _____

hereinafter called the "CONTRACTOR",

WITNESSETH that the CITY and the CONTRACTOR undertake and agree as follows:

ARTICLE A-1

The CONTRACTOR shall provide all the services and perform all the Work described in the Contract Documents titled:

**CITY OF ST. THOMAS - REQUEST FOR PROPOSAL NO. 2012-060
PROCESSING BLUE BOX RECYCLABLE MATERIALS
AND MARETING SERVICES**

The CONTRACTOR shall do and fulfill everything indicated by this Agreement.

WITNESSETH, that the CONTRACTOR, for and in consideration of the payment or payments specified in the Request for Proposal (RFP) for this Work, hereby agrees to furnish all necessary equipment, tools, supplies, labour and other means, to the satisfaction of the CITY to do all the Work as described hereafter, furnish all the materials except as herein otherwise specified, and to complete such Works in strict accordance with any and all RFP documentation as applicable, including that specified in ARTICLE A-2 as they have been identified, acknowledged and accepted in the signing of this Agreement and which form part of this present Agreement as fully and completely to all intents and purposes as though all the stipulations thereof have been embodied herein.

ARTICLE A-2

The following is an exact list of Contract Documents referred to in ARTICLE A-1, hereto annexed and signed in duplicate by both parties, which are to be read into and form part of this Agreement.

CONTRACTOR's complete Proposal Response including the following RFP sections:

- 1.0 – Introduction and Overview
- 2.0 – Background
- 3.0 – Terms of Reference
- 4.0 – Specifications
- 5.0 – Instructions to Proponents & Proposal Evaluation Process
- 6.0 - General Definitions & Conditions of Contract
- 7.0 – Forms including Statutory Declaration/ Addenda/Addendum Acknowledgement, Agreement to Bond, Agreement to Provide Irrevocable Letter of Credit
- 8.0- Proposal Forms – Service Proposal
- 9.0 – Proposal Forms – Financial Proposal

Insurance Certificate(s) and WSIB Certificate



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ARTICLE A-3

The CONTRACTOR has provided a Performance Bond in the amount of \$50,000 from a Surety Company authorized to carry out business in the Province of Ontario and approved by the CITY. The CONTRACTOR has further provided an Irrevocable Letter of Credit in the amount of \$50,000, both guaranteeing the full and faithful performance of all obligations of the CONTRACTOR and services to be provided by the CONTRACTOR under this Agreement including, without limitation, the CONTRACTOR's indemnification obligations. The CONTRACTOR's Performance Bond shall be maintained in full force at the CONTRACTOR's expense during the term of this Agreement and shall be in a form satisfactory to the CITY's Representative. In the event of a drawing or reduction of the Performance Bond and/or Irrevocable Letter of Credit in furtherance of the CONTRACTOR's obligations hereunder, the CONTRACTOR shall restore the full value of the Performance Bond and/or Irrevocable Letter of Credit required by this Article within 10 working days of being notified by the CITY's Representative.

OR

The CONTRACTOR has provided a Resolution of Council if they are a Municipality undertaking the Work at their municipally-owned Materials Recovery Facility (MRF).

ARTICLE A-4

The CONTRACTOR shall protect, indemnify, defend and hold harmless the CITY, its members of Council, officers, employees and agents, and each of them, from and against any order, directive, decree, award or requirement of any governmental department, ministry or authority exercising regulatory powers in connection with environmental or other matters over the Property or against the CITY and/or all claims, actions, causes of action, demands, damages, costs, expenses (including reasonable legal fees and disbursements), liabilities, losses, other proceedings, penalties, assessments and charges arising directly or indirectly out of or incidental to any act or omission by the CONTRACTOR, its agents, officers or employees in the performance or conduct of the services under this Agreement.

ARTICLE A-5

- a) The CONTRACTOR shall comply with all applicable federal, provincial and municipal laws, by-laws and regulations in connection with the provision of the services hereunder and shall, without limitation, obtain at its expense all licences and permits so required.
- b) Forthwith upon the execution of this Agreement and from time to time as requested by the CITY's Representative, the CONTRACTOR shall provide the CITY with a certificate of good standing or equivalent from the Workplace Safety Insurance Board in connection with all persons providing services in furtherance of this Agreement.

ARTICLE A-5

This Agreement shall inure to the benefit of and be binding upon the heirs, executors, successors, administrators and permitted assigns of the parties hereto. The CONTRACTOR shall not assign or transfer any interest in this Agreement, in whole or in part, or the carrying out of any activities outlined in this Agreement on a temporary or permanent basis by sub-contractor or otherwise without the prior written consent of the CITY's Representative.

This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the parties hereto. The parties of this agreement agree that it is acknowledged and agreed that the relationship between the parties is based upon a special trust and confidence reposed by the CITY in the CONTRACTOR personally.

The CONTRACTOR shall not assign or transfer any interest in this Agreement or the carrying out of any activities outlined in this Agreement, without beforehand having received written consent from the CITY. This includes the temporary use of Sub-contractors.

ARTICLE A-6

The CITY of St. Thomas agrees to pay the CONTRACTOR, in lawful money of Canada in accordance with the fee schedule included in these Contract Documents.



**CORPORATION OF THE CITY OF ST. THOMAS
REQUEST FOR PROPOSAL NO. 2012-060
BLUE BOX RECYCLABLE MATERIALS PROCESSING AND MARKETING SERVICES**

SECTION 8.0 – FORM OF PROPOSAL - DECLARATION

ONE SIGNED ORIGINAL OF THIS FORM OF PROPOSAL MUST BE INCLUDED IN YOUR SUBMISSION

**THIS PROPOSAL IS SUBMITTED BY _____
TO THE CITY OF ST. THOMAS**

1. I _____
OF _____

DECLARE that no person, firm or corporation other than the one whose signature or the signature of whose proper officers and the seal is or are attached below has any interest in this Proposal or in the Contract proposed to be taken.

2. **I FURTHER DECLARE** that this Proposal is made without any connection knowledge, comparison of figures or arrangement with any other company, firm or person making a Proposal for the same project and is in all respects fair and without collusion or fraud.

3. **I FURTHER DECLARE** that no employee of the CITY or elected official is or will become interested directly or indirectly as a contracting part or otherwise in the performance of the contract or in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be used therein or in any of the monies to be derived therefrom.

4. **I FURTHER DECLARE** that the several matters stated in the said Proposal are in all respects true.

5. **I FURTHER DECLARE** that I have carefully examined the entire Request for Proposal and hereby acknowledge the same to be part and parcel of any contract to be let for the services of the project therein described or defined and do all the Work and to provide the services of the project mentioned at the fees as stated in my Proposal submission.

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 Proponent for the said project OR for a period of ninety (90) days after the closing date, whichever first occurs and that the CITY may, at any time, within that period, without notice, accept this Proposal whether any other Proposal has been previously accepted.

8. **I FURTHER DECLARE** that the awarding of the Contract based on this Request for Proposal by the CITY shall be an acceptance of this Proposal.

9. **I FURTHER DECLARE** that in the event of default or failure on our part, that the CITY shall be at liberty to advertise for new Proposals, or to carry out the works in any other way they deem best, and also agree to pay to the said CITY the difference between this Proposal and any greater sum which the said CITY 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 Proposals; and to indemnify and save harmless the said CITY 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 HAVE RECEIVED** and allowed for **ADDENDA NUMBER** _____ in preparing my Proposal.
(Insert #'s or "NONE")

(COMPANY NAME)

_____/_____
(SIGNATURE) (PRINT NAME)

(ADDRESS)

(TITLE)

(POSTAL CODE)

(WITNESS)

(PHONE NO.) (FAX NO.)

_____, 2012
(DATED)



**CORPORATION OF THE CITY OF ST. THOMAS
REQUEST FOR PROPOSAL NO. 2012-060
PROCESSING BLUE BOX RECYCLABLE MATERIALS AND MARKETING SERVICES**

SECTION 8.1 – AGREEMENT TO BOND

**
.....

**
.....

Date:,2012

Request for Proposal No. 2012-060

THE CORPORATION OF THE CITY OF ST. THOMAS

Dear Sir:

Re: Blue Box Recyclable Materials Processing and Marketing Services

In consideration of THE CORPORATION OF CITY OF ST. THOMAS (hereinafter referred to as the "CITY") accepting the RFP of and executing an Agreement with:

.....

(hereinafter referred to as "the CONTRACTOR") for the performance of services: Processing Blue Box Recyclable Materials and Marketing Services, subject to the express conditions that the CITY receive the Performance Bond in accordance with the said RFP, we the undersigned hereby agree with the CITY to become bound to the CITY as surety for the CONTRACTOR in:

- a Performance Bond in the amount equal to \$50,000 in accordance with the said Contractor, and we agree to furnish the CITY with said Bond within fifteen (15) days after notification of the acceptance of the said RFP and execution of the said Agreement by the CITY has been mailed to us.



**CORPORATION OF THE CITY OF ST. THOMAS
REQUEST FOR PROPOSAL NO. 2012-060
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Yours very truly,

.....
(Seal)

This Agreement to Bond must be executed on behalf of the Surety Company by its authorized officers under the company's corporate seal.

The wording contained in this Form of Agreement to Bond must be strictly adhered to, should the CONTRACTOR's Surety Company prefer the use of his corporate forms.

**THIS FORM OR ACCEPTABLE ALTERNATIVE
MUST BE USED AND ATTACHED TO RFP**

** Enter the name and address of the Surety Company at the top of the page.



**CORPORATION OF THE CITY OF ST. THOMAS
REQUEST FOR PROPOSAL NO. 2012-060
PROCESSING BLUE BOX RECYCLABLE MATERIALS AND MARKETING SERVICES**

**SECTION 8.2 – AGREEMENT TO PROVIDE IRREVOCABLE STANDBY
LETTER OF CREDIT**

**

.....

**

.....

Date:,2012

Request for Proposal No. 2012-060

THE CORPORATION OF THE CITY OF ST. THOMAS

Dear Sir:

Re: Blue Box Recyclable Materials Processing and Marketing Services

In consideration of THE CORPORATION OF CITY OF ST. THOMAS (hereinafter referred to as the "CITY") accepting the RFP of and executing an Agreement with:

.....

(hereinafter referred to as "the CONTRACTOR") for the performance of services: Processing Blue Box Recyclable Materials and Marketing Services, subject to the express conditions that the CITY receive the Irrevocable Standby Letter of Credit in accordance with the said RFP, we the undersigned hereby agree with the CITY to become bound to the CITY for the CONTRACTOR in:

- provision of an Irrevocable Standby Letter of Credit in the amount of \$50,000 in accordance with the said CONTRACTOR and we agree to furnish the CITY with said Irrevocable Standby Letter of Credit within fifteen (15) days after notification of the acceptance of the said RFP and execution of the said Agreement by the CITY has been mailed to us.



**CORPORATION OF THE CITY OF ST. THOMAS
REQUEST FOR PROPOSAL NO. 2012-060
PROCESSING BLUE BOX RECYCLABLE MATERIALS AND MARKETING SERVICES**

AND

- will authorize the CITY to draw on the _____ (**bank**) for the account of _____ (CONTRACTOR) up to an aggregate amount of CDN (\$50,000)
- Fifty Thousand Dollars of lawful money of Canada available on demand.
- Pursuant to the request of our customer _____ we, _____ will establish and provide to the CITY an Irrevocable Standby Letter of Credit in the CITY's favor which may be drawn on by the CITY at any time and from time to time upon written demand for payment made upon us by the CITY, which demand we shall honour without enquiring whether the CITY has the right as between the CITY and our said customer to make such demand, and without recognizing any claim of our said customer or objection by it to payment by us.
- Provided, however, that the Corporation of the City of St. Thomas is to certify to _____ (**bank**) at such a time as a written demand for payment is made upon _____ (**bank**), that monies are drawn pursuant to an agreement between _____ (CONTRACTOR) and the Corporation of the City of St. Thomas for Blue Box Recyclable Materials Processing and Marketing Services.
- This Irrevocable Standby Letter of Credit will continue up to February 28, 2021 and is subject to the following conditions.
 - It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment for one year from the present or any future expiration date hereof, unless thirty (30) days prior to any such date we shall notify **Director of Environmental Services & CITY Engineer, PO Box 520, CITY Hall Annex, 545 Talbot Street, St. Thomas, ON N5P 3V7** in writing by registered mail or courier that we elect not to consider this Letter of Credit renewed for any such additional period. Upon receipt by the CITY of such notice, the CITY may draw hereunder by means of the CITY's demand accompanied by the CITY's written certification as noted above.
 - Partial drawings are permitted.
 - Any bills drawn or payment made hereunder shall be in favour of the Corporation of the City of St. Thomas.

Yours very truly,

.....
(Seal)

The wording contained in this Form of Agreement to provide an Irrevocable Standby Letter of Credit must be strictly adhered to, should the CONTRACTOR's Bank prefer the use of his corporate forms.

**THIS FORM OR ACCEPTABLE ALTERNATIVE
MUST BE USED AND ATTACHED TO RFP**

** Enter the name and address of the bank at the top of the page.



**CORPORATION OF THE CITY OF ST. THOMAS
REQUEST FOR PROPOSAL NO. 2012-060
PROCESSING BLUE BOX RECYCLABLE MATERIALS AND MARKETING SERVICES**

Section 8.3 – Service Proposal

IMPORTANT: Please ensure you have read the entire document before completion of the following Proposal Forms, to ensure a full understanding of the Work requirements and ensure accuracy and completion of these Proposal Forms.

IMPORTANT: Please complete all information on the Forms provided as requested. This Form has been provided in a format for completion such that additional page(s) may be added but the Proponent is cautioned (to be sufficiently detailed but) to be succinct.

List of Attachments

Please identify any attachments to the Service Proposal:

1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

8.4 Service Proposal Questionnaire

1. Experience and Qualifications

1.A Company Profile and Details

Correct Legal Name of the Proponent	
Name: Title: Telephone Number of the Proponent's Primary Representative:	



CORPORATION OF THE CITY OF ST. THOMAS
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Full Address of the Proponent	
Principle Business of the Proponent	
Name of the Proposed Project/Operations Manager	
Company Details; officers, size, number of employees, office locations, number of years in business	

1.B Subcontractor(s) (IF ANY)*

Correct Legal Name of Subcontractor (s)	<i>*Indicate with N/A if not applicable</i>
Name: Title: Telephone Number: of the Subcontractor(s) Primary Representative	
Full Address of the Subcontractor (s)	
Principle Business of the Subcontractor	
Company Details; officers, size, number of employees, office locations, number of years in business	

1.C Financial Capacity to Undertaken the Work

In accordance with Section 5.3.2.1 of the RFP **attach annual financial statements** or other permitted submittals to satisfy the City as specified.



CORPORATION OF THE CITY OF ST. THOMAS
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1.D Proponent's Facility Details

Location of MRF for processing, travel time and distance to City. Transfer station details also if applicable.	
Age of MRF and number of years operating the MRF. Details for transfer station if applicable. Method of processing (e.g. single or dual stream)	
Number of other MRFs operated and locations.	
Design capacity of MRF (and transfer station if applicable) and current capacity utilized – expected capacity to be utilized at the time of contract commencement – expressed in total facility capacity and tonnes/hour through-put.	
Tonnage limits (e.g. daily, annually) if any per ECA/CofA.	

1.E References

Please provide three (3) past and/or current processing contract references:

	Reference (Contact Information)	Contract Start and Duration (months/years)	Comments/Additional Information
1.			
2.			
3.			



CORPORATION OF THE CITY OF ST. THOMAS
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	Reference (Contact Information)	Contract Start and Duration (months/years)	Comments/Additional Information

2. Technical Capacity to Undertake the Work

2.A Process for Receiving Recyclables

The Proponent shall complete a description in sufficient detail in this Section all submittals indicated in section 5.3.2.2 of the RFP



**CORPORATION OF THE CITY OF ST. THOMAS
 REQUEST FOR PROPOSAL NO. 2012-060
 PROCESSING BLUE BOX RECYCLABLE MATERIALS AND MARKETING SERVICES**

Acceptable Materials

Proponents are to fill out the following table to indicate the blue box materials that are acceptable at the MRF.

<i>Material to be Included in St. Thomas Program</i>	<i>Acceptable at Processing Facility (Yes/No)</i>	<i>Restrictions/Issues</i>
Newsprint (ONP)		
Cardboard/Boxboard		
Mixed Fibres (household)		
Glass Containers		
Aluminum (cans and foil)		
Steel		
PETE (#1)		
HDPE (#2)		
PVC (#3)		
LDPE (#4)		
PP (#5)		
PS (rigid) (#6)		
Other plastics/mixed plastics (#7)		
Gable top containers		
Aseptic containers		
Materials that may be considered to be added to St. Thomas Recycling Program		
<i>Additional Material to the Program</i>	<i>Acceptable at Processing Facility (Yes/No)</i>	<i>Restrictions/Issues</i>
Laminated paper packaging		
Spiral wound containers		
Film Plastic		
Expanded PS		
Thermoform plastics		

Please include any other additional material that is acceptable at the MRF. Describe and add to the list.



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PROCESSING BLUE BOX RECYCLABLE MATERIALS AND MARKETING SERVICES**

2.B Method of Recyclable Materials Acceptance

The Proponent shall complete a description in sufficient detail in this Section all submittals indicated in section 5.3.2.2 of the RFP



CORPORATION OF THE CITY OF ST. THOMAS
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2.C Method for Processing

The Proponent shall complete a description in sufficient detail in this Section all submittals indicated in section 5.3.2.2 of the RFP



**CORPORATION OF THE CITY OF ST. THOMAS
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2.D Method for Managing City Audits, Tours and Inspections

The Proponent shall complete a description in sufficient detail in this Section all submittals indicated in section 5.3.2.2 of the RFP



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2.E Recyclable Materials Audit and Data Tracking

The Proponent shall complete a description in sufficient detail in this Section all submittals indicated in section 5.3.2.2 of the RFP



CORPORATION OF THE CITY OF ST. THOMAS
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3 Material Marketing and Revenue Payment

The Proponent shall complete a description in sufficient detail in this Section all submittals indicated in section 5.3.2.3 of the RFP

Proponents are to complete the following table.

Material	Spot or Contract Market	List of Buyers and/or Brokers	Current Commodity Prices Received from Buyers and/or Brokers (Average Price Annual To Date)
Newsprint (ONP)			
Cardboard/Boxboard			
Mixed Fibres (household)			
Glass Containers (coloured)			
Clear Glass			
Aluminum (cans)			
Steel			
PETE (#1)			
HDPE (#2)			
PVC (#3)			
LDPE (#4)			
PP (#5)			
PS (rigid) (#6)			
Other plastics/mixed plastics (#7)			
Gable top containers			
Aseptic containers			

4. Methods for Invoicing and Communications



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The Proponent shall complete a description in sufficient detail in this Section all submittals indicated in section 5.3.2.4 of the RFP

5. Contingency Plan

The Proponent shall complete a description in sufficient detail in this Section all submittals indicated in section 5.3.2.5 of the RFP



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6. Innovative Features

The Proponent shall complete a description in sufficient detail in this Section all submittals indicated in section 5.3.2.6 of the RFP

**Indicate with N/A if not applicable*

EXCEPTIONS TO THE RFP

As all of the conditions put forth in the RFP are aimed at the specific requirements of the City under this RFP the City is reluctant to accept exceptions that may impede the timely execution of the Contract. As a result, the extent of exceptions noted will factor into the Proposal evaluation.

Proponents are advised that if they take exception to any of the requirements of this RFP, they shall, in their submission, state the nature of any exceptions proposed and must thoroughly describe them in their Proposal in this section entitled "Exceptions". Only exceptions noted in this section and designated format will be considered by the City. Any other exceptions, whether stated or implied, will not be considered by the City and the corresponding requirements of this RFP will be deemed to apply. The City may accept, reject or negotiate any proposed exception at its sole discretion. **Any exceptions will be stated in this Service Proposal. No financial impacts associated with an exception(s) will be provided in Envelope #1.**

**Indicate with N/A if not applicable*



**CORPORATION OF THE CITY OF ST. THOMAS
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PROCESSING BLUE BOX RECYCLABLE MATERIALS AND MARKETING SERVICES**

Section 9.0 – Financial Proposal

The Financial Proposal **must be** submitted in a separate and sealed envelope, **clearly marked as specified in Section 5.0.**

Fees Quoted shall be exclusive of HST

1. Transfer Costs (if applicable)

The City of St. Thomas will be charged \$_____ per tonne for transfer of blue box materials (if applicable).

Proponents must complete the following table (if applicable).

Table 1: Transfer

Material	Estimated Incoming Tonnage (based on 2011 Actuals)	Transfer Fee per Tonne	Transfer Charge to City of St. Thomas (Tonnage x Fee)
Fibre Stream	1670		\$
Container Stream	575		\$
TOTALS	2245		\$

The tonnages for the purposes of pricing used in this form are indicative of 2011 City of St. Thomas actuals and in no way indicative or meant to be indicative of the tonnage to be provided at the time of Contract commencement nor throughout the term of Contract. They are utilized here for bid comparison only.

2. Processing Cost

Proponents must complete the following tables. Note Fibre and Container streams encompass the list of materials that are to be included in St. Thomas Program as presented in Table 3. The Processing Fee provided here must be inclusive of all materials identified in Table 3 but not materials that may or may not be considered by the City (Table 4) for addition to the program during the Contract Term. A Processing Fee must be expressed for each level of contamination presented in Table 2.

Table 2: Processing

Material and Contamination Rate	Estimated Incoming Tonnage (based on 2011 Actuals)	Processing Fee per Tonne	Processing Charge to City of St. Thomas (Tonnage x Fee)
Fibre Stream	1670		
Up to 3%			\$
4% to 6%			\$
7% to 9%			\$
10% and above			\$



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Container Stream	575		
Up to 3%			\$
4% to 6%			\$
7% to 9%			\$
10% and above			\$

The tonnages for the purposes of pricing used in this form are indicative of 2011 City of St. Thomas actuals and in no way indicative or meant to be indicative of the tonnage to be provided at the time of Contract commencement nor throughout the term of Contract. They are utilized here for bid comparison only.

Table 3: Materials in Program

<i>Material to be Included in St. Thomas Program</i>
Newsprint (ONP)
Cardboard/Boxboard
Mixed Fibres (household)
Glass Containers
Aluminum (cans and foil)
Steel
PETE (#1)
HDPE (#2)
PVC (#3)
LDPE (#4)
PP (#5)
PS (rigid) (#6)
Other plastics/mixed plastics (#7)
Gable top containers
Aseptic containers

Proponents are to complete the following Table 4 and indicate the Processing Fee/Tonne for any of the listed materials that are acceptable at the MRF. For materials that are not acceptable please simply mark YES or NO (where NO is not acceptable) and also indicate any other material that are acceptable that are not listed and the Processing Fee/Tonne for that material.

3. Additional Materials Processing Fee

Table 4: Additional Materials for the City's Consideration

Materials that may be considered to be added to St. Thomas Recycling Program		
<i>Additional Material to the Program</i>	<i>Acceptable at Facility (Yes/No)</i>	<i>Processing Fee/Tonne</i>
Laminated paper packaging		
Up to 3%		\$
4% to 6%		\$
7% to 9%		\$



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10% and above		\$
Spiral wound containers		
Up to 3%		\$
4% to 6%		\$
7% to 9%		\$
10% and above		\$
Film Plastic		
Up to 3%		\$
4% to 6%		\$
7% to 9%		\$
10% and above		\$
Expanded PS		
Up to 3%		\$
4% to 6%		\$
7% to 9%		\$
10% and above		\$
Thermoform plastics		
Up to 3%		\$
4% to 6%		\$
7% to 9%		\$
10% and above		\$

4. Innovative Features

Where applicable, Proponents should indicate the price adjustment, either extra (“+”) or credit (“-“) in dollars per tonne, which the City will consider in its evaluation and upon which it may base subsequent Contract negotiations, if any, with the Proponent.



**CORPORATION OF THE CITY OF ST. THOMAS
REQUEST FOR PROPOSAL NO. 2012-060
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EXCEPTIONS TO THE RFP

As all of the conditions put forth in the RFP are aimed at the specific requirements of the City under this RFP and the City is reluctant to accept exceptions that may impede the timely execution of the Contract. As a result, the extent of exceptions noted will factor into the Proposal evaluation.

Proponents are advised that if they take exception to any of the requirements of this RFP, they shall, in their submission, state the nature of any exceptions proposed and must thoroughly describe them in their Proposal in this section entitled "Exceptions" in their Service Proposal in Envelope #1.

If applicable the Proponent should indicate the price adjustment, either extra ("+") or credit ("-") in dollars per tonne because of the noted exception(s), which the City will consider in its evaluation and upon which it may base subsequent Contract negotiations, if any, with the Proponent.



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ADDENDUM NO. 1

Please be advised of the following information relating to the above noted Request for Proposal (RFP). All such changes shall become an integral part of the RFP documents.

1. The closing date for this RFP has been extended to Wednesday, November 14, 2012 @ 2:00:00 p.m. The deadline for questions has also been extended to November 8, 2012 @ 12:00 p.m.

A revised schedule is noted below (from section 5.1.4)

Event	Date
Date of Issue of RFP	October 16, 2012
Question Deadline	November 8, 2012
Closing Date	November 14, 2012
Evaluation	Week of November 19, 2012
Council Approval	December 3 or 10, 2012
Contract Start Date	March 1, 2014

The following questions were received by the City. The City's response follows each question.

2. How is the recyclable materials currently being collected - dual or single stream, different material being collected on different days, etc.?

Response: Currently collected dual stream, both fibres and commingle containers collected on the same day.

3. Can the City provide a contamination clause to indicate the acceptable rate of contamination?

Response: We have no current data with respect to the rate of contamination in either the fibre or container stream.

The following clause is being added to section 5.3.2.2 (Technical Capacity to Undertake the Work)

- *Provide specific information on acceptable maximum rate of contamination for Recyclable Materials by accepted stream.*

Please include in your proposal response the allowable contamination rates.



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BLUE BOX RECYCLABLE MATERIALS PROCESSING AND MARKETING SERVICES**

ADDENDUM NO. 1

4. Can the City clarify the Contract Term? Is it 7 years as stated in 1.4 OR 7 years with the right of renewal by the City for up to two (2) one (1) year periods as stated in 5.1.10?

Response: 7 years with City's right of renewal for up to two, one year extensions.

5. What is I) Weighmaster Identification as stated in 4.7?

Response: A way to identify the scale operator at the MRF. Ex; name, employee number.

6. Can the Contractor submit a separate Service Proposal in the exact format as the RFP rather than providing a response in the spaces provided in the PDF document?

Response: Yes, as long as all of the sections are present and in the same order.

*** End of Addendum No. 1 ***

**** IMPORTANT ****

Proponents shall insert and state on the Form of Proposal – Declaration (Section 8.0), in the space provided, all addenda received during the Request for Proposal period. Alternately you may include this addendum signed, with your proposal.

Failure to acknowledge this addendum on the Form of Proposal – Declaration (Section 8.0) or failure include this addendum with your proposal response will result in your proposal being DISQUALIFIED.

Name: _____ Company: _____

Signature: _____



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ADDENDUM NO. 2

Please be advised of the following information relating to the above noted Request for Proposal (RFP). All such information and changes shall become an integral part of the RFP documents.

The following questions were received by the City. The City's response follows each question.

1. Section 6.1; Please define Mixed Fibers, PP #5, Scrap metal, Steel

Response: *"Mixed Fibers" means computer paper, all white and coloured ledger paper, which includes writing pad paper, letterhead, reports, business forms, copy paper and scratch pads, flyers, envelopes, advertising mail, fibre egg cartons, paper cores, books, kraft paper and other clean paper packaging*

"PP #5" means clean Polypropylene plastic food, beverage and liquid containers with SPI code 5

"Steel Food & Beverage Cans" means all steel food and beverage cans, empty steel paint cans with lids removed

The City has no intention to include scrap metal in the blue/grey box program. Please remove scrap metal from Table 6 and the following wording from section 4.20 "metals will be compared to the scrap metal spot prices (metalprices.com).

2. Table 4, LDPE is defined as "ridge or film". This makes #4 film plastic a "Material to be added" product but film plastic is indicated as an optional product. Is LDPE #4 film intended to be a "Material to be added" or an "Optional Material"

Response: *By definition LDPE can be in two forms, rigid and film. The City intends to add LDPE # 4 (Rigid) into the program with LDPE #4(Film) as an optional material.*

Update Table 4: LDPE #4(Rigid) –material to be added

Add into Section 6.1:

LDPE #4(Rigid) means Low Density Polyethylene plastic food, beverage and liquid containers with SPI code 4



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SPI Code means the Society of Plastics Industry voluntary coding system for plastic that identifies bottles and other containers, packaging and products by predominant polymer type to assist in the sorting of plastic by resin composition

3. Table 4 or section 6.1; The definition of LDPE includes all Rigid and film plastic and does not limit this to containers. Is the City's intention to recycle #4 containers or all other LDPE plastics.

Response: *The City's intention is to add LDPE #4 food, beverage and liquid containers to its recycling program.*

4. Please confirm that PVC (#3), LDPE (#4), PP (#5), PS (rigid) (#6), and other Plastics/Mixed plastic (#7) are intended to be marketed as one product (3 to 7) and not individually sorted, stored, baled and marketed.

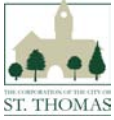
Response: *Mixed plastics can be marketed as a stream or can be marketed individually. The decision should be based on achieving the best market price for the material.*

5. What is the current "Contamination Rate" for Fiber and Container?

Response: *As stated in Addendum #1, The City does not have any current data with respect to the rate of contamination in either the fibre or container stream.*

6. Section 3.3; Please confirm that the requirement to Sell the Recyclable materials at the best market rates available is net of shipping to market.

Response: *It is expected that the successful Proponent will be quoted costs from buyers both FOB the Proponent's MRF and from buyers who may require the cost of transportation and that transportation to be arranged by the Proponent. The City expects as revenue for the sale of commodities the per tonne value quoted from the buyer FOB the Proponent's MRF or the value quoted net of transportation. The Proponent is solely responsible for the cost of transportation to those buyers and must factor that cost into their per tonne processing fee.*



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ADDENDUM NO. 2

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7. Section 3.3 requires the proponent to undertake and pay all costs for audits to determine the quality and composition of delivered material. Section 4.21 allows the City to set the number of audits, the audit protocol and supplier of audit services for received material. These two sections conflict as one requires the proponent to undertake the audits and the other provides for the City to appoint an auditor to complete the audits.

Response: *The City will be financially responsible for audits they choose do at their discretion to determine quality and composition. Should the Successful Proponent, claim the incoming material is contaminated or to determine a contamination rate at their own discretion it will be their financial responsibility to undertake an audit to support their claim.*

Add to section 3.2.1:

Undertake and pay all cost associated with City initiated audits of the delivered Recyclable Materials to determine its quality and composition.

Edit Section 3.3 (second last bullet)

Undertake and pay all costs associated with Contractor initiated audits.....

8. Section 4.21 Section 3.3 requires the contractor to pay for all audits. Section 4.21 leaves open the number of audits that will be completed, who will complete the audits, and what Audit protocol will be used. How can a proponent cost/price this?

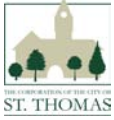
Response: *Please see response to Question 7.*

9. Section 4.19 scrap metal; Scrap metal in undefined and included at table 6 but is not included in section 4.14 or section 2.2. Please indicate what is to be captured?

Response: *Please see response to Question 1*

10. Section 4.17; Can residue be disposed of at an Ontario transfer station then shipped to the USA for final landfill?

Response: *It is the Successful Proponent's responsibility to manage residual waste from their MRF operation. The 'City's only requirement is that the receiving disposal facility is approved to receive such waste by the Ministry of Environment or US equivalent.*



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11. Section 4.18; The contractor is required to arrange for shipment. This implies that the contractor is required to pay the cost of shipping the recyclable material to market leaving the City to receive the gross value of the product as per “best market rates” as per section 3.3. Is this correct? Does the City receive “best market rates” net of shipping cost to market?

Response: *Please refer to response to question 6.*

12. Section 3.3; Please define the market being referred to.

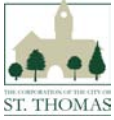
Response: *Please add into sec. 6.1
“Markets” means persons, corporations, organizations or partnerships willing to purchase or accept in exchange for a fee Recyclable Material processed through or at the Facility but does not include a landfill, transfer station or any other disposal facility.*

13. Section 4.14; This section only requires the contractor to process the recyclable material delivered. It does not require the Contractor to process contamination in the recyclable material delivered or the received material. Please confirm the processing fee will be received tonnes including the contamination in the material received.

Response: *It is expected that the incoming material delivered to the Successful Proponent’s MRF or Transfer Station will have some level of contamination. To process the Recyclable Materials the contamination must be processed by default. The processing fee will include the cost for processing any contamination in the Recyclable Materials delivered to the Successful Proponent’s MRF.*

14. Section 9; There is a Table 3 on Page 8 and a Table 3 on Page 78. These tables seem to indicate that the “Incoming Tonnage” of 2245 is only recyclable material (100% clean) and does not include the tonnage/weight of any contamination that is in the received material. Please define “incoming Tonnage”? If Incoming tonnage is only Recyclable Material but the actual received material includes contamination how will “incoming Tonnage” be determined?

Response: *The data in table 3 on Page 8 and tables 1 & 2 on Page 78 both represent marketed tonnage as provided by our current contractor.
Add into sec 6.1*



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“Incoming Tonnage” means Recyclable Material delivered to the MRF or Transfer Station by the City inclusive of any item or material not accepted at End Markets as per their specifications.

15. Section 5.1.3; “The Submission should be based of the requirements set out in section 3.4 Content of Proposal” On what page is section 3.4 Content of Proposal?

Response: *This should read “The submission should be based on the requirements set out in section 5.1.1 Format of Proposal”. There is no section 3.4.*

16. Section 1.5; Contract Pricing states “The City shall receive 97.5% of the revenue for the sale of Recyclable Materials”. All materials except glass are typically sold FOB the MRF. Glass is typically sold delivered to the end market (i.e., trucking costs are the responsibility of the MRF operator) and coloured glass typically has a negative revenue (i.e., the MRF operator must pay the end market a processing fee to take the material). The WDO DataCall considers the trucking costs associated with hauling glass and any processing fees paid to be a processing cost and not negative revenue.

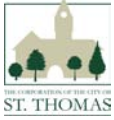
How is negative revenue from the sale of glass and the cost to truck glass to be handled with respect to this RFP? Are these costs to be deducted from revenue received from the sale of other materials or are these costs to be included in the per tonne processing fee?

Response: *These costs are to be included in the per tonne processing fee.*

17. Section 1.7; Provision of Security to the City details what performance securities are required by the successful proponent. The performance securities are different for private companies and municipalities. For municipalities the security is a resolution of Council which must be provided within 15 working days of being requested to provide the resolution. This only applies if the municipality is the successful bidder.

This section also states “The Proponent shall include in its submission a signed Agreement to Bond and signed Agreement to provide an Irrevocable Letter of Credit.” We assume this applies only to private companies and not municipalities. This section makes no comment about what the municipalities should provide at the RFP submission stage.

Table 8 Proposal Evaluation Criteria & Scoring lists five items that are mandatory items to be included in the submission. These include “Agreement to Bond/Council Resolution” and “Agreement to Provide Irrevocable Standby Letter of Credit/Council Resolution”



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Do municipalities need to provide a Council Resolution with their submission and if so what does this resolution need to state?

Response: *Municipalities are not required to provide a Council Resolution unless selected as the successful proponent.*

Edit table 8 to remove the reference to Council Resolution.

18. One of the optional materials listed to be recycled in Table 4: List of Proposed Recyclable Materials is laminated paper packaging. No definition of laminated paper packaging is provided in Section 6.1 Contract Definitions.

Waste audits categories used by Stewardship Ontario break laminated paper packaging done into five categories as follows:

Hot drink polycoat cups	Hot beverage containers, typically with polycoat on inside only, including coffee cups, soup cups/bowls, chili cups etc. (excludes fountain drink cups)
Cold drink polycoat cups	Cold beverage cups, typically with polycoat on both sides including for fountain drinks, take-out ice cream cups
Ice cream containers	Polycoated paper ice cream containers, typically with a lid, excluding boxboard folded ice cream boxes
Other bleached long polycoat fibre	Food containers with white fibre and a rolled or folded rim, includes Michelina's frozen food, KFC tubs
Other paper laminate categories	1. Paper with aluminum foil; 2. Paper with plastic; 2. Multi-layered paper - Includes microwave popcorn bags, some cookie bags, gift wrap, dog food bags, paper granola bar wrappers etc.

Are the above materials to be considered laminated paper packaging?

Response: *Add to Section 6.1*
"Laminated Paper" means polycoated paper packaging such as ice cream containers, frozen food packaging.



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ADDENDUM NO. 2

19. Section 4.14 MRF Processing states *“The Contractor must at a minimum separate Recyclable Materials for sale to end market and bale where required the following products:*

Recyclable Materials for Separation and Marketing

- *Newsprint (ONP)*
- *Cardboard/Boxboard*
- *Mixed Fibres (household)*
- *Glass Containers*
- *Aluminum (cans and foil)*
- *Steel*
- *PETE (#1)*
- *HDPE (#2)*
- *PVC (#3)*
- *LDPE (#4)*
- *PP (#5)*
- *PS (rigid) (#6)*
- *Other plastics/mixed plastics (#7)*
- *Gable top containers*
- *Aseptic containers”*

We want to confirm that it is acceptable to combine one or more of the above materials for shipment to end markets. Specifically, PVC (#3), LDPE (#4), PP (#5), PS (rigid) (#6) and other plastics/mixed plastics (#7) can be shipped combined as Mixed Plastics grade and do not have to be separated. Similarly Gable Top Containers and Aseptic Containers can be shipped combined as Polycoat and do not have to be separated.

Response: *It is acceptable to combine one or more of the materials for end market shipments as long as doing so does not sacrifice obtaining the best market price.*

20. Section 4.23 Timing of Invoices and Payments states *“The contractor shall invoice the City ten (10) days after the end of each calendar month for : a) materials processed during the previous month”*

Section 6.2.11 Payment states *“An invoice will be forwarded by the Contract to the City at the end of each month representing billing for the work done for the previous month”*.



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ADDENDUM NO. 2

When are invoices due?

Response: *Ten (10) business days after the end of each calendar month.*

21. Section 5.1.3 Submission of Proposal states *“The consultant shall submit four (4) hardcopies of the submission, along with one (1) electronic copy. The submission should be based on the requirements set out in section 3.4 Content of Proposal”*

We assume the word ‘consultant’ should be ‘proponent’. There is no section 3.4 Content of Proposal. What is the correct reference?

Response: *Yes the word should be Proponent. Please change section reference to 5.1.1 Format of Proposal.*

22. Section 5.5.3 Results of Technical Proposal Evaluation states *“the Financial Proposal will be considered on a scale with the lowest cost Proposal rating the highest and the highest cost proposal rated the lowest and scored according out of 40 points.”*

Can any additional details be provided on how the financial proposals be awarded points. For example, will the highest cost proposal be given 0 points or will it be prorated against the lowest cost proposal?

Response: *The highest cost will be prorated against the lowest cost proposal.*

23. In Section 6.1 Contract Definitions contamination is defined as *“the presence of any item or material not accepted at an End Market as per its specifications and includes any item not defined as Recyclable Material”*.

For two stream recycling facilities, does contamination also include cross contamination (i.e., paper products incorrectly placed in the container stream and containers incorrectly placed in the paper stream)?

Response: *Yes*



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ADDENDUM NO. 2

24. Table 2: Processing in Section 9.0 Financial Proposal lists the following contamination ranges; up to 3%, 4% to 6%, 7% to 9% and 10% & above.

These ranges do not include contamination above 3% and below 4%, above 6% and below 7% and above 9% and below to 10%. Should these tables be revised?

Response: Table 2 in Section 9.0 has been updated to reflect the change.

Table 2: Processing

Material and Contamination Rate	Estimated Incoming Tonnage (based on 2011 Actuals)	Processing Fee per Tonne	Processing Charge to City of St. Thomas (Tonnage x Fee)
Fibre Stream	1670		
Up to 3%			\$
>3% up to 4%			\$
>4% up to 5%			\$
>5% up to 6%			\$
>6% up to 7 %			\$
>7% up to 8%			\$
>8% up to 9%			\$
>9% up to 10%			\$
>10%			\$
Container Stream	575		\$
Up to 3%			\$
>3% up to 4%			\$
>4% up to 5%			\$
>5% up to 6%			\$
>6% up to 7 %			\$
>7% up to 8%			\$
>8% up to 9%			\$
>9% up to 10%			\$
>10%			\$



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ADDENDUM NO. 2

*** End of Addendum No. 2 ***

**** IMPORTANT ****

Proponents shall insert and state on the Form of Proposal – Declaration (Section 8.0), in the space provided, all addenda received during the Request for Proposal period. Alternately you may include this addendum signed, with your proposal.

Failure to acknowledge this addendum on the Form of Proposal – Declaration (Section 8.0) or failure include this addendum with your proposal response will result in your proposal being DISQUALIFIED.

Name: _____ Company: _____

Signature: _____



CORPORATION OF THE CITY OF ST. THOMAS
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ADDENDUM NO. 3

Please be advised of the following information relating to the above noted Request for Proposal (RFP). All such changes shall become an integral part of the RFP documents.

The following questions were received by the City. The City's response follows each question.

1. It appears that the contractor will be compensated on inbound tonnage (the tonnage recorded on the scale tickets). Can you confirm?

Response: Yes

2. As the term of this contract is over five years, will the City accept an Annually Renewable Bond?

Response: Yes

3. The Proponent Submission Checklist states '2. Has your financial proposal been signed by the proper officers for your firm?' There is no signature block provided on the Section 9.0 – Financial Proposal. Should the Proponent sign and print the name of the officer on page 79?

Response: Proponents must ensure that the Form of Proposal - Declaration (Section 8.0 / Page 60) is signed and sealed (or witnessed) by the Officers of the Proponent. The financial proposal does not require a signature. A revised checklist correcting the wording in the RFP is attached.

4. REF: Page 7, Section 2, Table 2 – Were there any program changes or other factors that lead to the 27% increase in fibres marketed from 2010 to 2011?

Response: Residents were provided a second recycling box for free which increased participation in the program.

5. REF: Page 7, Section 2, Table 2 – Were there any program changes or other factors that lead to the 34% decrease in containers marketed from 2007 to 2008?

Response: Prior to 2008, reported tonnage included all recyclable material collected at the transfer station including scrap metal (appliances, etc). In 2006 and 2007, approximately 266 and 335 tonnes of scrap steel was collected at the transfer station resulting in an inflated reported containers tonnage. The actual containers tonnage for 2006 was 685 tonnes and in 2007, 526 tonnes.



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REQUEST FOR PROPOSAL NO. 2012-060
BLUE BOX RECYCLABLE MATERIALS PROCESSING AND MARKETING SERVICES

ADDENDUM NO. 3

6. The RFP requires proponents to complete section 8.3 Service Proposal and Section 9.0 Financial Proposal. Hardcopies of these forms have been provided. Can electronic copies of these forms be provided to proponents and used to enter the proponent's information?

Response: Yes, please send your request to mhoogstra@city.st-thomas.on.ca and the forms will be forwarded. Note that these forms have not been updated with the required addendum information.

7. Section 5.3.2.1 Experience and Qualifications lists information that should be provided by the proponent about the organization's experience and qualifications. This list includes "Articles of Incorporation". Municipalities do not have Articles of Incorporation. Municipalities are a Municipal Corporation formed pursuant to the laws of the Province of Ontario specifically the Municipal Act and not a "Business Corporation". Do municipalities who submit proposals need to provide anything in lieu of Articles of Incorporation?

Response: No

8. Section 6.2.12 Escalation states "effective the 1st day of March, 2015, and for each subsequent year of the Contract, the per tonne price to process and market Recyclable Materials shall be adjusted based on the Canadian Consumer Price Index (CPI) for the Province of Ontario as published by Stats Canada, for the previous twelve (12) months, all items seasonally adjusted, January over January." Please confirm that pricing will not be adjusted for inflation until March 2015?

Response: Yes

9. Table 4: Additional Materials Processing Fee in Section 9.0 Financial Proposal lists the following contamination ranges; up to 3%, 4% to 6%, 7% to 9% and 10% & above. These ranges do not include contamination above 3% and below 4%, above 6% and below 7% and above 9% and below 10%. Should this table be revised?

Response: The City has revised the table in addendum #2, question #24 and will not be revising it further.

10. One of the materials included in Table 4: List of Proposed Recyclable Materials is steel. The definition provided for Ferrous Metal in Section 6.1 Contract Definitions was "means all steel food and beverage cans, paint cans and aerosol cans." Does the steel category include empty metal paint cans and steel aerosol cans? Does the aluminum category include empty aluminum aerosol cans?



CORPORATION OF THE CITY OF ST. THOMAS
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Response: The City will not be including aerosol cans of any type in their curbside recycling program.

11. Will St. Thomas be allowing residents to use bags and Blue Boxes as containers for recyclables or just Blue Boxes?

Response: The City promotes the use of recycling boxes only with the exception of shredded paper in bags. The City currently does not enforce this and does permit residents who have physical limitations to use bags. Should the successful Proponent identify that material in plastic bags is a problem; the City is fully prepared to strictly enforce this at the curb.

12. How much is the City currently paying for disposal?

Response: This question is not deemed relevant to the RFP.

13. How much does the City get paid on a MT of recyclables currently?

Response: The City currently does not receive any revenue.

*** End of Addendum No. 3 ***

**** IMPORTANT ****

Proponents shall insert and state on the Form of Proposal – Declaration (Section 8.0), in the space provided, all addenda received during the Request for Proposal period. Alternately you may include this addendum signed, with your proposal.

Failure to acknowledge this addendum on the Form of Proposal – Declaration (Section 8.0) or failure include this addendum with your proposal response will result in your proposal being DISQUALIFIED.

Name: _____ Company: _____

Signature: _____



Proponent Submission Checklist

Before sealing Envelope #1 containing your Proposal Submission, please check to ensure that the following has been done:

1.	Have you enclosed the required Bid Deposit, Agreement to Bond and Agreement to Provide Irrevocable Letter of Credit?	
2.	Have you enclosed a signed original of the Form of Proposal - Declaration with acknowledgement of Addenda/Addendum?	
3.	Have you enclosed a completed copy of the Questionnaire entitled "Service Proposal"?	
4.	Have you enclosed a copy of your Environmental Compliance Approval(s)?	
5.	Are you satisfied that your submission does not make any reference to pricing or any other commercial terms and conditions? All such references should be included in the Financial Proposal.	

Before sealing Envelope #2 containing your Financial Proposal, please check to ensure that the following has been done:

1.	Have you enclosed one original of the Financial Proposal Form(s)?	
2.	Have you labeled Financial Proposal as specified in Section 5.1.3?	

The Corporation of the City of St. Thomas has provided this checklist for the convenience of the Proponents responding to this Request for Proposal (RFP) and provides 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.