



**The Regional Municipality of Durham**

**RFP-168-2012**

**Date of Issue: August 10, 2012**

**REQUEST FOR PROPOSALS (RFP) TO OPERATE AND MAINTAIN THE  
REGION'S MATERIALS RECOVERY FACILITY (MRF) LOCATED AT  
4590 GARRARD ROAD IN WHITBY, ONTARIO**

**Closing Date: September 4, 2012**

**Closing Time: 2:00 p.m. (Local Time)**

**Mandatory Bidders Meeting: Tuesday, August 21, 2012 at 2:00 p.m. at the Materials  
Recovery Facility, located at 4590 Garrard Road, Whitby.**

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Attachments

The following documents are attached separately in PDF format to further clarify the requirements for this RFP:

Attachment A. Drawings for MRF

Attachment B. Certificates of Approval

- Amendment to Certificate of Approval Waste Disposal Site No A390509 issued September 13, 2007
- Amendment to Provisional Certificate of Approval Waste Disposal Site No. A390509 issued September 13, 2007
- Certificate of Approval No.6596-7Q4PR7 – Air issued March 18, 2009

Attachment C. MRF Safety/Inspection Report

Attachment D. Durham Region Materials Recovery Facility – 4590 Garrard Road Whitby, ON – Location Plan delineating the Contractor's snow clearing limits as well as parking allotment for Region of Durham employees

Attachment E. Durham Region Material Recovery Facility – 4590 Garrard Road Whitby, ON Litter Control Plan – showing the Contractor's limits of responsibilities for Routine Litter Collection

Attachment F. Supplemental Reports

- January 2011 Region of Durham MRF Condition & Capacity Report prepared by AECOM for Waste Diversion Ontario;
- June 2011 MRF Processing Condition Assessment Report prepared by HMI Consulting Service;

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- May 2012 technical memorandum prepared by AECOM Canada Limited regarding MRF Implications of implementing a recycling program change that includes 3 through 7.
- January 2012 report prepared by Nadine International Inc. entitled Building Condition Assessment Whitby Materials Recovery Facility.

Attachment G. Durham Region - Permission to Photograph and/or Videotape Consent Form

Attachment H. Recovered Materials Market Specifications

Attachment I. MRF Cleaning and Upkeep Schedule

Attachment J. Materials Forecast

Attachment K. Inventory of Other Items and Equipment that will Remain On-Site

Attachment L. Confirmation of Favourable Health and Safety Practice Form

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**DEFINITIONS**

<b>Agreement</b>	A contract that the Successful Respondent will enter into with the Region for completion of the work.
<b>Aseptic Containers</b>	Multi-layered beverage and juice cartons.
<b>Award</b>	The acceptance by the Region of a Proposal to carry out the Work.
<b>Blue Box</b>	The contents of a standard Blue Box container placed out along the curb or boulevard for the purpose of recycling unwanted materials that are clearly for the purpose of recycling.
<b>Boxboard</b>	Thin, lightweight paperboard used in making packaging boxes or cartons. Examples include: cereal boxes, shoe boxes, paper towel cores and other types of similar product packaging.
<b>Business Day</b>	Means any day other than a Saturday, Sunday or Statutory Holiday in the Province of Ontario. When the period of time is referred to in the Contract by Business Days, it will be computed to exclude the first and include the last Business Day of such period.
<b>Capacity</b>	Means a Dual Stream Recyclable Material Processing rate in the order of 30 tonnes per hour based on 52,500 tonnes / year divided by 250 operating day per year divided by 7 effective operating hours per day on a single shift or 105,000 tonnes / year over two shifts.
<b>Capital Improvements</b>	Means the addition of any equipment or structure which is affixed to the building or the MRF Processing Equipment and which increases the overall value of the facility or extends the useful life of the facility.
<b>Certificate(s) of Approval</b>	Means the Certificate(s) of Approval, issued by the Ministry of the Environment, to permit the use of the Facility.
<b>Clean, Cleaning or Cleaned</b>	Means the process of keeping the MRF Clean free of debris and dirt and involves the completion of the requirements of the MRF Upkeep Program, as specified in Scope of Work and as set out in Attachment I - MRF Cleaning & Upkeep Schedule.
<b>Contractor</b>	The Company retained by the Region to carry out the Work. This is normally the Successful Respondent.
<b>Company's Project Manager</b>	The individual designated by the Company to lead their efforts to complete the Program. This person is the primary contact for the Company.
<b>Container Materials</b>	Includes aluminum cans, glass jars and bottles, metal beverage and food cans, all plastic bottles with a twist-off top, plastic tubs and lids, aluminum pie plates, empty paint and aerosol cans, aseptics and gable top cartons, spiral wound containers, and any other item that Region's decides to add during the term of the contract.
<b>Contingency &amp; Emergency Preparedness Response Plan</b>	Means the Contingency and Emergency Preparedness Response procedures/activities for the MRF prepared by the Contractor and submitted to the Region in accordance with the Scope of Work
<b>Corrective Maintenance</b>	Means any Maintenance that is required as a result of the Preventative Maintenance Program.
<b>Corrugated Cardboard</b>	Corrugated paperboard not lined with contaminants such as wax, plastic or

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	foam and free from absorbed contaminants such as oil, food, etc.
<b>Day</b>	Means a calendar day of 24 hours measured from midnight to the next midnight. When any period of time is referred to in the Contract by Days, it will be computed to exclude the first and include the last Day of such period. If the last Day of such period falls on a Saturday or Sunday or Statutory Holiday in the Province of Ontario, such Day will be omitted from the computation.
<b>Emergency Maintenance</b>	Means any unforeseen Maintenance that results in downtime at the MRF including major equipment failures during which the MRF is not able to Process at Capacity.
<b>Emergency</b>	Means any MRF related condition or circumstance which requires prompt action in order to avoid or mitigate personal injury, substantial property damage, violation of any Laws and Regulations or any other material adverse impact on the MRF or within the MRF Operating Limits, the Parties and any other Person, or the performance of the Services.
<b>Empty Aerosol Cans</b>	Aerosol cans which have been emptied through normal use as instructed on the can. Cans are to be void of product and may have a low residual gas charge remaining in the container.
<b>Empty Paint Cans</b>	Paint cans having a thin skin of paint (one quarter of an inch or less) with no liquid paint present. Paint cans lids are to be removed and may be included.
<b>End Market(s) or Market(s)</b>	Means corporations, organizations or partnerships willing to purchase or accept in exchange for a fee Recovered Container Materials and/or Recovered Fibre Materials processed through or at the Facility but does not include a landfill, transfer station or any other disposal facility where the Recyclable material is not put towards a beneficial use.
<b>Expanded Polystyrene</b>	Is a synthetic thermoplastic material obtained by polymerizing styrene which is used as a packaging medium for food products, pharmaceuticals and other perishable items that require thermally-controlled environment or protective packaging.
<b>Fibres</b>	Includes waste newspaper (ONP), old corrugated containers (OCC), including pizza boxes, magazines (OMG), catalogues (OCT), telephone books (OTB), old boxboard (OBB), writing and computer papers, household mail, envelopes, hard and soft cover books, and general residential mixed paper (RMP) as defined above and any other item that the Region decides to add over the term of the contract.
<b>Film Plastic</b>	Clean grocery and bread bags, milk bags, dry cleaning bags, outer covering from toilet tissue, paper towels and pop cases which are <u>not</u> currently part of the Blue Box Recycling program.
<b>Gable Top, Polycoated Drink Cartons</b>	Milk, drink, juice and ice cream type waxed boxboard cartons.
<b>Glass Jars or Bottles</b>	Food and beverage bottles and jars.
<b>HDPE</b>	Is an industry standard abbreviation for high density polyethylene which is a type of plastic labelled with SPI resin code #2 on or near the bottom of bottles or containers which is commonly used to package motor oil, shampoos, conditioners, soap bottles, detergents and bleaches.
<b>Holiday(s)</b>	Means the holidays observed by the Region specifically New Year's Day,

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Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday (August), Labour Day, Remembrance Day, Thanksgiving Day, Christmas Day and Boxing Day.

<b>Hot Drink Containers</b>	Multiple layered, primarily fibre, beverage containers common in the fast food industry. Including but not limited to all containers used for hot drinks.
<b>Household Hazardous Waste (HHW)</b>	Household Hazardous Wastes (HHW) include materials such as: paint, paint thinners, stains, varnishes, pesticides, herbicides, fungicides, insecticides, poisons, waxes, polishes, solvents, pool chemicals, photography chemicals, antifreeze, brake fluid, batteries, oil filters, fuels, propane cylinders, etc. They include products labelled corrosive substances that will destroy human tissue and metals, flammable substances that cause or enhance fires, explosive substances that react violently or cause explosions, poison substances that are toxic and, even in small quantities, may be lethal if ingested.
<b>Household Scrap Metal</b>	Means small miscellaneous scrap metal ferrous & non ferrous metal items that may include: pots, pans, cutlery & utensils, small appliances, chains and cords, coat hangers, tools, hinges and fasteners, screws, bolts, nails and washers, metal sheeting, metal paint trays and cans
<b>Industry Standards and Practices</b>	<p>Means the practices, methods, standards and procedures that do not constitute negligence or wilful misconduct:</p> <ol style="list-style-type: none"><li>1. are generally accepted and followed by reasonably qualified Vendors who, while reasonably accounting for local conditions, act prudently, diligently and in accordance with standards generally adopted by Vendors of facilities of comparable size, technology and location to that of the MRF; and,</li><li>2. would be expected by such reasonably qualified Vendor, at the particular time in question and in the exercise of reasonable judgement 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 Contract, applicable Laws and Regulations, safety and environmental protection.</li></ol> <p>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.</p>
<b>Key Personnel</b>	Means the list of key Personnel and their associated positions, who will themselves, or their duly qualified successors approved by the Region, remain in the employ of the Contractor in their specified positions noted for the duration of the Term.
<b>Maintenance Manual</b>	Means a written document, which lays out a program of Preventative Maintenance for the Facility to maximize the service life of the Facility and, at a minimum, as recommended by equipment suppliers, manufacturers, construction contractor, design consultants, or the Region and successful MRF Operation Contractor jointly, as applicable.
<b>Maintenance</b>	Means all services, labour, equipment, parts and consumables necessary to keep the MRF Processing Equipment in running order and shall include all components of the Preventative Maintenance Program.
<b>Manager MRF</b>	Means that individual designated by the Contractor in its submission and

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<b>Operations or Manager</b>	approved by the Region, as responsible for all operational aspects of the MRF. The Manager of MRF Operations shall be considered Key Personnel.
<b>Market Specifications</b>	Means the specifications regarding quality for any Recovered Container Materials and/or Recovered Fibre Materials, as set out by the Region or the Market, as they may be revised from time to time by the Markets.
<b>Marketing</b>	Means the act or process of promoting and selling Recovered Container Materials and/or Recovered Fibre Materials for purchase or final consumption by End Markets.
<b>Manufacturers' Recommendations</b>	<p>Means the written instructions, procedures, recommendations and warranties relating to the operation, Maintenance and repair of equipment used at the MRF which are issued by the manufacturer of such equipment, and any revisions thereto, issued by the manufacturer, which:</p> <ol style="list-style-type: none"><li>1. have been delivered to the Contractor;</li><li>2. are valid and applicable at the time such operation, maintenance or repair is undertaken;</li><li>3. are consistent with the requirements of the insurance underwriters for the MRF; and,</li><li>4. have not been expressly identified and superseded by written agreement of the Region and Contractor or otherwise superseded by the Maintenance Manual.</li></ol>
<b>May</b>	Used in this document denotes permissive.
<b>Metal Food and Beverage Cans</b>	Food and beverage cans and containers, both steel and aluminum, as well as aluminum foil pie plates and trays.
<b>Metal Goods</b>	Residential waste materials that are primarily metal.
<b>Ministry or MOE</b>	Means the Ontario Ministry of the Environment.
<b>MRF or Facility</b>	Means Materials Recovery Facility, located at 4590 Garrard Road, Whitby.
<b>Mixed Fibres</b>	Magazines, catalogues, telephone books, junk mail and envelopes, paperback books, boxboard and household papers.
<b>MRF Processing Equipment</b>	Means all components of the MRF (fixed or mobile) which are used for the completion of the Work and that are owned by the Region and reside within the MRF site, either permanently or temporarily. For greater clarity, the MRF Processing Equipment includes but is not limited to, conveyors, screens, separators, compactors and balers.
<b>Newspapers</b>	Newspapers, including the inserts that are delivered therein.
<b>Non-Recyclable Waste(s)</b>	Means all materials or substances, not including Recyclable Materials, discarded or rejected as being spent, useless, or worthless to the owner at the time of such discard or rejection, including but not limited to garbage, refuse, and rubbish.
<b>Odour, Dust, Noise &amp; Pest Control Plan</b>	Means the Odour, Dust, Noise & Pest Control procedures/activities for the MRF prepared by the Contractor and submitted to the Region in accordance with the Scope of Work
<b>Operations Plan</b>	Means the plan of operations for the MRF prepared by the Contractor and submitted to the Region in accordance with Scope of Work.

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<b>Personnel</b>	Means all employees, partners, sub-contractors, shareholders, directors, officers, agents and representatives of the Vendor and any Key Personnel engaged in provision of Services under this Contract.
<b>PET</b>	Is an industry standard abbreviation for polyethylene terephthalate which is a type of plastic labelled with the resin ID SPI resin #1 code on or near the bottom of bottles and containers which is commonly used to package soft drinks, water, juice, peanut butter, bakery goods, produce, frozen foods, salad dressing and household cleaner.
<b>PET Thermoform or Thermoform PET</b>	Is a grade of PET that is specifically designed for thermoforming and vacuum forming processes used to produce clamshells, blisters, containers trays and packaging boxes.
<b>Plastic Bottles</b>	All plastic bottles that are 20 Litres in capacity or less (subject to change based on market specifications).
<b>Polystyrene</b>	Styrofoam, foam coffee cups, meat trays, clam shell food containers, clear rigid beverage containers, clear rigid bakery containers, rigid hangers used in retail stores, rigid plates and utensils which are <u>not</u> currently part of the Blue Box Recycling program.
<b>Preventative Maintenance Program</b>	Means a program developed by the Contractor to maintain the MRF in keeping with Industry Standards and Practice of Operation, Maintenance, Repair and Upkeep
<b>Process, Processed or Processing</b>	Means an operation or series of operators, whether involving equipment for manual labour, that sorts, enhances, upgrades, concentrations, decontaminants and packages or otherwise prepares Recyclable Materials to meet Market Specifications.
<b>Processing Fee</b>	Means the fee paid to the Contractor for Processing.
<b>Procurement Officer</b>	The individual designated by the Region to undertake responsibility for the procurement process on the RFP.
<b>Project</b>	The product that is achieved as a result of the completed Work.
<b>Proponent or Respondent</b>	Means the person, firm, pharmacy, company, corporation or consultant submitting a Proposal to the Region. Can mean more than one respondent if a joint or consortium Proposal is submitted.
<b>Proposal</b>	Written response to the RFP.
<b>Proposal Submission Deadline</b>	The date and time by which all Proposals must be received from those parties interested in becoming Respondents.
<b>Provide</b>	Used in this document denotes the all-inclusive actions required to plan, design, specify, and furnish Work in a manner acceptable to the Region.
<b>Qualified Contractor</b>	Means a Contractor that has operated a Municipal or Privately owned two-stream recycling facility within the last five years and at a minimum throughput of 40,000 tonnes/year
<b>Reasonable Efforts</b>	Means a level of effort which, in the exercise of reasonable judgement in the light of facts or circumstances known, or which should reasonably be known, at the time a decision is made, can be expected by a reasonable Person to accomplish the desired result at a reasonable cost and in a manner consistent with Industry Standards and Practices.

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<b>Received Material(s)</b>	Means Recyclable Materials and Non-Recyclable materials delivered to the Facility as part of the Region's two-stream recycling program. Includes materials collected at the curb (from single family residential households), as well as recyclables from Regionally serviced multi-residential buildings, and the Region's three Waste Management Facilities (public drop off locations).
<b>Recovered Container Material(s)</b>	Means recyclable Container Material that has been processed at the Facility to Market Specifications for purchase or final consumption by End Markets.
<b>Recovered Fibre Material(s)</b>	Means recyclable Fibre Material that has been processed at the Facility to Market Specifications for purchase or final consumption by End Markets.
<b>Recovered Material(s)</b>	Means Recovered Container Materials and Recovered Fibre Materials considered collectively.
<b>Recyclable Material(s)</b>	Means Container Material and Fibre Material designated and approved by the Region as being potentially recyclable and delivered to the MRF for Processing.
<b>Recyclables</b>	The contents of Blue Box style curbside recycling containers, totes from multi-residential buildings and roll-off containers from the Region's three Waste Management Facilities (as well as containers from any other facility that the Region determines to be acceptable during the term of the contract). These containers are used for the purpose of recycling unwanted materials that are clearly for the purposes of recycling. Typical materials include: newspapers and inserts, corrugated cardboard, boxboard, household papers, telephone books, magazines, glass food & beverage containers, empty paint and aerosol cans, metal & aluminum food & beverage containers, gable top, polycoated drink cartons, all plastic bottles with a twist off top, tubs and lids or other materials designated by the Region as being recyclable.
<b>Region</b>	The Regional Municipality of Durham, its successors and assigns.
<b>Region's Contact Person</b>	The individual designated by the Region to respond to questions and clarifications on the RFP.
<b>Region's Project/Program Manager</b>	The individual designated by the Region to manage and administer the Project, once the Approved Respondent executes the Agreement
<b>Region's Staff</b>	Person(s) employed by the Regional Municipality of Durham
<b>Regional Chair</b>	The person elected by the members of Regional Council to hold the lead position of Chair at Regional Council and to represent the Region.
<b>Regional Council</b>	The governing body of the Regional Municipality of Durham comprised of elected officials from the eight local Municipalities that make up the Region.
<b>Regulation 347</b>	Means the waste management regulation under the Environmental Protection Act, as amended or replaced from time to time.
<b>Repair</b>	Means all Services, labour, equipment, parts and consumables necessary to restore the MRF Processing Equipment to proper running order.
<b>Replacement</b>	Means the Replacement in its entirety of any piece of equipment identified in the MRF Equipment.
<b>Request for Proposal (RFP)</b>	The document issued by the Region offering Respondents the opportunity to submit a proposal to carry out the Work.

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<b>Residential Mixed Paper</b>	White and coloured paper including: computer, photocopy, NCR, junk mail, flyers, all types of envelopes, writing, old files, paperback & hard covered books, shredded paper etc.
<b>Residue(s)</b>	Means Non-Recyclable Material and missed Recyclable Material that is not processed and sorted into either Recovered Container Materials and/or Recovered Fibre Materials.
<b>Shall and Will</b>	Used in this document denotes imperative.
<b>Selected Respondent</b>	Respondent that has been recommended to carry out the Work.
<b>Selection Committee</b>	Representatives of the Region and other stakeholders appointed to evaluate the Proposals and recommend the Selected Respondent.
<b>Service or Services</b>	The services and deliverables to be provided by the Consultant under any Contract resulting from this RFP.
<b>Should</b>	Used in this document denotes permissive.
<b>Shredded Paper</b>	Means any home/home office fine paper, bills, tax documents, credit card and bank account statements or other persona/private documentation cut/torn using either manual or mechanical means (mechanical shredding) and placed at the curbside for the purposes of recycling in either a cereal/shoe or other packaging box or carton or clear plastic bag.
<b>Site Works</b>	Means an inbound, intermediate and outbound with scale with common scale house, on-site road network and parking, a storm water management system, site services, landscaping, security systems and other components.
<b>Site</b>	Means that parcel of land on which the Facility is located, including the MRF, weigh scales and scale house, site roadways and other site works, easements and rights of way;
<b>Sole Discretion</b>	Means the sole, absolute and unfettered discretion of the Region which may be arbitrarily exercised and in respect of the exercise of which, the Region shall not be required to provide any explanation or rationale whatsoever.
<b>Specifications</b>	Are the portion of the Contract consisting of technical descriptions and standards for products, systems, workmanship, and Services necessary for the performance of the Work or operation and Maintenance of the MRF, and includes the Scope of Work.
<b>Spiral Wound Containers</b>	Cylindrical containers with a paperboard body and a steel base. Includes frozen juice, dough, some chips & nuts, hot chocolate, iced tea and other powdered drink mixes. These items are to be included in the Region's steel bales.
<b>Sub-contractor</b>	An individual, firm, company or corporation having a contractual relationship with the Company for any part of the Work.
<b>Successful Respondent</b>	Respondent authorized by the Region and its respective authoritative bodies to carry out the Work.
<b>Third Party Recyclable Material(s)</b>	Means any Received Material that may or may not be collected through the Region's Dual Stream Recyclable Material Program whether procured by the Region, or by the Contractor as approved by the Region.
<b>Tubs and Lids</b>	Yogurt, margarine, ice cream containers as well as moulded food containers.

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<b>Two-Stream</b>	Means the designated Blue Box materials to be collected along the curb/roadside, multi-residential buildings and from the Region's three Waste Management Facilities picked up separately and delivered in two clearly distinct product streams, being all mixed fibres and all mixed containers, such that they will be kept separate and will not be co-mingled or contaminated during collection, delivery, or the unloading process at the Region's MRF.
<b>Unacceptable Material</b>	Means Non-Recyclable Material that must be removed from the Received Material prior to processing because it is either Hazardous Waste, poses a health and safety threat to the Facility staff, or it cannot be properly sorted by the Facility's automated sorting mechanisms due to size, shape, weight, etc. restrictions;
<b>Waste Electrical and Electronic Equipment (WEEE)</b>	Means material that conforms to the definition of designated materials defined under the Final Revised (Phase 1 and 2) WEEE Program Plan or any comparable successor plan. Refer to: <a href="http://www.ontarioelectronicstewardship.ca/program/accepted-electronics">http://www.ontarioelectronicstewardship.ca/program/accepted-electronics</a> WEE materials received at the MRF from time to time include but are not limited to the following: cell phones, remote controls, small computer peripherals, digital cameras, etc.
<b>Waste Management Facility (WMF)</b>	Means one of three residential waste drop off locations operated by the Region for residents to drop off and separate their waste materials. Bins are located at the above mentioned facilities that are designated for the sole purpose of discarding Recyclable Materials. The Region may expand its network of WMF's at any time during the duration of this contract. Blue Box material from any new waste facility will also be shipped to the Region's MRF.
<b>Work</b>	The work undertaken by the Contractor pursuant to the provisions of the Contract.

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**SECTION 1  
INTRODUCTION AND INSTRUCTIONS TO RESPONDENTS**

**1.01 Purpose of this Request for Proposal (RFP)**

The Region of Durham (hereafter referred to as the "Region") is requesting Proposals from Qualified Contractors for the provision of services related to the complete operations, facility maintenance and record keeping/reporting in accordance with regulatory requirements for a dual stream Materials Recovery Facility (MRF) Operations and Maintenance for the Region at their municipally-owned MRF located at 4590 Garrard Road, Whitby, Ontario.

Each section of this RFP is not necessarily complete on its own. In order to fully understand the complete scope of work, submission requirements and downstream contractual obligations, Respondents are required to read this RFP document in its entirety. Where, based on the experience of the Proponent:

- the scope of work items are not explicitly stated;
- the submission requirements are incomplete or unclear;
- the commercial terms and conditions are incomplete or unclear; or
- the downstream contractual terms/conditions/obligations (that will ultimately govern the service Contract) are unclear,

then clarification should be sought from the Region.

Please read this document carefully and submit the information required in accordance with the instructions contained in **Section 2**.

**1.02 Submission of Proposals**

Respondents to submit **6 sets (1 original and 5 copies) of their Proposal**: in writing in **sealed envelopes and/or packages**. It must be clearly addressed as set out below.

P. M. Madill, Regional Clerk  
The Regional Municipality of Durham  
605 Rossland Road, East, 1<sup>st</sup> Floor, Clerk's Department  
Whitby, ON L1N 6A3  
Request for Proposals: RFP-168-2012

Proposal Name:

**TO OPERATE AND MAINTAIN THE REGION'S MATERIALS RECOVERY FACILITY (MRF)  
LOCATED AT 4590 GARRARD ROAD IN WHITBY, ONTARIO**

**Proposals will be received up until 2:00 p.m., local time,  
September 4, 2012.**

Proposals to include the complete name and address of their firm and the name, mailing address, and telephone number of the person the Region should contact regarding the proposal.

Proposals must confirm that the firm will comply with all of the provisions in this RFP. Proposals must be signed by a company officer empowered to bind the company. A Respondent's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal to be rejected.

Proposals must not be restricted by any statements added to the Submission or by a covering letter, or by alterations to the Form of Proposal supplied unless otherwise provided in the RFP.

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Should a dispute arise from the terms and conditions of any part of the RFP, regarding meaning, intent or ambiguity, the decision of the Region shall be final.

Faxed or electronic submissions **will not** be accepted in response to this RFP.

Proposals should be submitted in the form and format specified in **Section 2** and must include the completed "Form of Proposal" attached in **Appendix 'A'**. A designated signing officer authorized to bind the Respondent to the provisions of their Proposal must sign the "Form of Proposal". Any amendments to the RFP issued by the Region in accordance with **Section 1.07** should be acknowledged on the "Form of Proposal".

If, in the opinion of the Region, an addendum issued effects the price of the proposal and the addendum is not returned or acknowledged in the Form of Proposal (**Appendix 'A'**) then the proposal submitted will be deemed non-compliant and rejected. (**Reference Section 1.07**).

Proposals must be legible, written in ink or typewritten. The person signing on behalf of the Primary Consultant must initial erasures, over-writing or strikeouts.

The onus unequivocally remains with the Respondent to ensure that the Region receives Proposals delivered or sent by courier prior to the Proposal Submission Deadline, in accordance with the submission process described in this section. Proposals received after the Proposal Submission Deadline will not be considered and will be returned unopened.

**1.03 Region's Contact Person**

All questions or inquiries must be made in writing via e-mail to Ray Rodrigues, Procurement Officer no later than **seven (7) business days** prior to the Proposal closing date:

**Ray Rodrigues**, Procurement Officer  
The Regional Municipality of Durham  
605 Rossland Road East, 4<sup>th</sup> Floor  
P.O. Box 623, Whitby, ON L1N 6A3  
e-mail: ray.rodrigues@durham.ca

**Respondents shall not contact other members of Regional staff in preparing their Proposal. The Region may disqualify a Respondent and/or their Proposal if it determines that inappropriate contact has been made.**

**1.04 Location of Work**

The work is to be performed, completed and managed for the Region's Works Department, Waste Management Division. The work is to be performed at the Region's Dual Stream Materials Recovery Facility located at 4590 Garrard Road, Whitby, Ontario.

**1.05 Contract Term & Work Schedule**

The contract term and work schedule set out herein represents the Region's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days. The approximate contract schedule is as follows (subject to change without notice).

Activity	Date/Duration
Issue of RFP	August 10, 2012
<b>Mandatory Bidders Meeting</b>	August 21, 2012
Deadline for Bidder's Question Submission	seven (7) days prior to closing date

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Bid Closing	September 4, 2012
Services Commence	November 19, 2012

**1.06 Mandatory Site Visit**

There will be a mandatory pre-bid information meeting on **Tuesday, August 21, 2012 at 2:00 p.m. at the Materials Recovery Facility, located at 4590 Garrard Road, Whitby**. All firms wishing to submit a Bid **must** attend the above meeting in order to be considered for an award against this Proposal. A registration of firms in attendance will be taken at the meeting. If a potential bidding firm is being represented at the meeting by their consultant or a potential Subcontractor, the name and contact information of the bidding firm must be provided. Failure to attend or be represented at the meeting and sign the mandatory pre-bid meeting attendance form will result in disqualification of the firm's Bid.

**1.07 Required Review and Clarification**

In submitting a Proposal, the Respondent acknowledges having read, completely understood, and accepted the terms and conditions of the RFP in full. The Region is not responsible for any misunderstanding of the RFP.

The Respondent is responsible for seeking clarification of any aspect of the RFP considered unclear and for reporting discrepancies, ambiguities, inconsistencies and/or omissions in the document. The Region's Procurement Officer must receive all questions seeking clarification or reporting defects in writing via e-mail by seven (7) days before the closing date and time. Responses to questions/clarifications will be communicated in writing to all document takers approximately five (5) business days before the closing date.

Protests based on any omission or error, or on the content of the RFP, will be disallowed if these issues have not been identified in accordance with this process.

**1.08 Amendments to the RFP**

The Region may issue amendments to clarify and/or modify certain aspects of the RFP prior to the Proposal Submission Deadline. Amendments will be sent to all Respondents issued RFP documents, who should acknowledge receipt of such amendments on the "Form of Proposal" per Subsection 1.02. In the event an RFP is amended, all terms and conditions that are not modified shall remain unchanged.

Under no circumstances shall the Respondent rely upon any information or instructions from the Region, its employees, or agents unless provided in writing by the Region's Procurement Officer. The Region, its employees, or agents shall not be responsible for any information or instructions given to the Respondent, with the exception of information or instruction provided by the Region's Procurement Officer issued through formal addenda to the RFP.

**1.09 Alternate Proposals**

The Region will accept only one Proposal for evaluation from each Respondent. In the case where a Respondent has submitted more than one Proposal for evaluation, the Region will open one Proposal from the Respondent at random and reject the Respondent's other Proposals.

**1.10 Joint or Consortium Proposals**

The submission of joint or consortium Proposals is acceptable. The team must designate one Primary Consultant in their Proposal that will be responsible for overall Program success and serve as the point of contact for communication and billing. Proposals must be signed and addressed by the Primary Consultant per **Section 1.02**.

**1.11 Supplemental Terms and Conditions**

Proposals including supplemental terms and conditions may be accepted. Provisions that conflict with those contained in the RFP or diminish the Region's rights under any Agreement resulting from the RFP will be considered null and void. The Region is not responsible for identifying conflicting supplemental terms and conditions before issuing an Award.

After Award, if a conflict arises between a supplemental term or condition included in the Proposal and a term or condition of the RFP, the term or condition of the RFP will prevail. If the Region's rights would be diminished as a result of application of a supplemental term or condition included in the Proposal, the supplemental term or condition will be considered null and void.

**1.12 Proposal Expiry Date**

Respondents hereby acknowledge that their Proposals shall be irrevocable for a period of one hundred twenty (120) days from the Proposal Submission Deadline or until an Agreement is signed with the Successful Respondent(s), whichever comes first. Extensions to this period may be granted with the mutual agreement of the Region and the compliant and/or Successful Respondent(s), and may be initiated by either party.

**1.13 Amendments to Proposals**

Amendments to or withdrawals of Proposals will only be allowed if requests are received prior to the Proposal Submission Deadline. No amendments or withdrawals will be accepted after this date.

**1.14 Purchasing By-law**

This RFP is issued, received, evaluated, accepted and processed in accordance with the Region's Purchasing By-law No. 68-2000 (As Amended) of which a copy can be found at <http://www.durham.ca/departments/finance/purchasing/Bylaw68.pdf> and related procedures. In submitting a Proposal, the Respondent agrees to be bound by the terms and conditions of this RFP, the By-Law, the Consulting Agreement, Confidentiality and Conflict of Interest Agreement and any amendments thereto, as fully as if it were incorporated herein.

**1.15 Errors and Omissions**

The Region shall not be held liable for any errors or omissions in any part of this RFP. The information contained in the RFP is supplied as a guideline for Respondents and is not necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve the Respondents from forming their own opinions and conclusions.

**1.16 Material Supplied by the Region**

All material (i.e. requirements, designs, documentation, plans and information) viewed or obtained by the Respondent in connection with this RFP is the property of the Region and must be treated as confidential, unless otherwise stated. The material shall not be used for any other purpose other than replying to this RFP and the fulfillment of any resulting Agreement. All material shall be returned upon request of the Region.

In the event of conflicts or inconsistencies among material viewed or obtained, documents with the most recent date shall prevail, unless specified in the RFP. Where there are any inconsistencies between this RFP and the material, the RFP shall prevail.

**1.17 Non-Disclosure and Conflict of Interest Agreement**

Due to the nature of the Work and potential exposure to confidential information, the Successful Respondent(s) will be required to sign a Non-Disclosure and Conflict of Interest Agreement

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(Reference Appendix 'C'). Therefore proposals should include a statement indicating agreement to maintain confidentiality and whether or not the firm(s) or any individuals proposed to work on the Project has a possible conflict of interest, and if so, describe the nature of that conflict.

The Region reserves the right to cancel the Award or Agreement if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Contracted Firm in completing the Work. The Region's determination regarding any questions of conflict of interest shall be final

**1.18 Municipal Freedom of Information and Protection of Privacy Act**

All correspondence, documentation and information provided to the Region, including the submission of Proposals, shall become the property of the Region. As such, these items are subject to the Municipal Freedom of Information and Protection of Privacy Act, and may be subject to release pursuant to the Act.

Respondents are reminded to identify in their Proposal any specific scientific, technical, commercial, proprietary, or similar confidential information, for which disclosure could cause them injury. Complete Proposals shall not be identified as confidential.

**1.19 Not Responsible for Preparation Costs**

The Region will not pay for any costs associated with the preparation, submittal, presentation, evaluation or negotiations of any Proposal.

**1.20 Evaluation of Proposals**

A selection committee made up of the Procurement Officer, Regional staff and the lead consultant will evaluate the Proposals. The evaluation will be based on the evaluation factors outlined in **Section 3**.

**1.21 Assignment**

The Company shall not assign the contract or any portion thereof without the prior written consent of the Region.

**1.22 Subcontractors**

Notwithstanding **Appendix 'B' – Article 1.4.6**, using **Appendix 'F' Subcontractor Form**, the selected Respondent to provide and submit within five (5) business days of the Region's request a list of all proposed subcontractors to be used if awarded this RFP. All proposed subcontractors must possess the required qualifications, experience and valid Licenses. Respondents using subcontractors shall be responsible for quality of Work and restoration of substandard work performed by subcontractors.

The selected Respondent will be responsible to the Region to guarantee that each sub-contractor hired by the Bidder carries the required amount of Insurance subject to the inclusive limits as noted in this RFP. The Respondent will obtain for the benefit of the Region, as requested, certificates of insurance from each sub-contractor. Each certificate of insurance is to be sent to and approved by the Region prior to the sub-contractor commencing the Work.

**1.23 Regional Approval**

Award of this RFP shall be subject to approval by Regional Council or designate as required.

**1.24 Professional Services Agreement**

The Successful Respondent(s) will be required to execute a Professional Services Agreement. A copy of the Region's **Professional Services Agreement** is attached herein as **Appendix 'E' – Professional Services Agreement**. This Agreement will be updated prior to award to include the details of this RFP.

**SECTION 2  
SUBMISSION FORMAT AND CONTENT**

**2.01 Proposal Format**

The Region discourages overly lengthy and costly Proposals. However, for the Region to evaluate Proposals fairly and completely, Respondents should provide all of the information requested in the format set out in the RFP. Failure to provide all required information as detailed in this section may result in the Respondent being disqualified or scoring poorly in the evaluation.

Respondents are encouraged to submit **their Proposal's bound (not binders) with each of the following sections of the Table of Contents clearly identified** and presented in separate sections. General corporate information may be attached as an Appendix.

**2.02 Table of Contents**

For the Proposal the Respondent should provide a Table of Contents adhering to the following format:

- Section 1
  - a) Form of Proposal - including Pricing Section – **Appendix 'A'**
  - b) Financial Stability
  - c) References
  - d) Agreement to Bond
  - e) Agreement to Provide Irrevocable Letter of Credit
- Section 2
  - a) Understanding of the Region's Requirements
  - b) Company Background, Qualifications and Experience
  - c) Reporting and Communication
  - d) Company Capabilities & Credentials
- Section 3 Facility Plans for:
  - a) Operations
  - b) Routine and Preventative Maintenance
  - c) Contingency, Emergency Preparedness and Emergency Response
  - d) Labour Interruption Contingency
- Section 4 Capital Upgrades
  - a) Capital Upgrades for #3-#7 and #1 Thermoform PET Implementation and Processing Transition Contingency Plan
  - b) Capital Improvements, Implementation and Processing Transition for Residual Clean Up of Recyclables Plan
- Section 5 Financial Proposal

**2.03 Mandatory Submission Items\***

This section must contain the following items:

**Required at RFP Closing:**

- a) The signed Form of Proposal – including fully completed Pricing Section - (**Appendix 'A'**)
- b) Agreement to Bond
- c) Agreement to Provide an Irrevocable Letter of Credit

\*Failure to submit these items within the timeframes noted will result in rejection of Proposal.\*

## **RATED SUBMISSION REQUIREMENTS**

### **2.04 Understanding of the Region's Requirements**

Proposals should include, describe and demonstrate the following:

- Demonstrate your understanding of the Region's needs and services requirements pertaining to the work as outlined in Section 5;
- A written statement detailing an understanding of your obligation and commitment to meet these requirements.

### **2.05 Company Background, Qualifications and Experience**

#### **a) Company Background, Qualifications and Experience**

- A written statement that describes generally its waste management experience and capabilities
- A detailed description of its recyclable materials processing experience including, but not limited to, : past and current experience with MRF operations including operating a Municipal or Privately owned two-stream recycling facility within the last five years and at a minimum throughput of 40,000 tonnes/year, value and size of past and current contracts, and duration, location and processing methods (Municipal single or dual stream processing and IC&I recyclables processing) is relevant and deemed appropriate for this project's scope of work
- A detailed description of the organization chart and staffing plan for facility management and operations including job descriptions for the entire facility
- A description of the Company's reporting and communications structure

### **2.06 Facility Plans**

Essential information to be submitted by each Respondent which will be utilized by the Region to evaluate RFP submissions include a series of descriptive plans collectively referred to as Facility Plans. There are four (4) individual plans:

- Operations Plan
- Routine and Preventative Maintenance and Facility Cleaning Plan;
- Contingency and Emergency Preparedness/Response Plan; and
- Labour Interruption Contingency Plan.

#### **a) The Operations Plan to detail:**

- An organization chart and staffing plan for facility management and operations including job descriptions for the entire facility;
- A health and safety plan for the protection of its personnel, the Region's employees and Visitors to the MRF;
- A detailed training plan of the Contractor's personnel;
- A written procedure for inspecting incoming materials;
- A written load rejection procedure, that describes how loads containing excessive quantity of non-recyclable materials and hazardous materials will be managed;
- A written procedure for receiving/storing received materials;
- A written procedure whereby the tip floor spotter(s) will advise the driver accordingly and ensure that the fibre compartment is cleared of any residual fibre material prior to

dumping their container materials. Refer to Attachment C MRF Safety/Inspection Reports;

- A written procedure for recording and responding to complaints;
- A written procedure for monitoring, with the goal of minimizing, the quantity and quality of the residue;
- A detailed phone tree with telephone and email information for all key management staff during normal operating hours, as well as contact information for after hours;
- A written procedure for the storage/loading and shipping of recovered Fibre and Container materials;
- A detailed Odours, Dust, Noise and Pest Control Plan; and
- A written narrative of any/all design/operational changes as required to implement the options as detailed in Section 5.

**b) Routine & Preventative Maintenance and Facility Cleaning Plan**

The Proponent to provide a maintenance plan that describes, but not be limited to, the following:

- A general overview that demonstrates the Respondent's understanding of the MRF's stationary building and building system maintenance requirements
- A detailed statement that clearly demonstrates the Respondent's understanding of the its responsibility for all minor and major parts/components and equipment replacement for all stationary and mobile equipment, building and building systems
- A written statement that clearly demonstrates the Respondent's understanding of responsibilities related to MRF site maintenance and facility cleaning
- A schedule listing and description of routine/preventative maintenance activities (including resources to be deployed) for the fixed equipment and mobile equipment, building and building systems where this information is currently available
- Description of how the Respondent will maintain and clean the facility in a neat and tidy manner (including resources) that reflects pride of workmanship essential to public interest should it be awarded a contract
- Description of the proposed mobile equipment and the rationale for each item being proposed, including, but not limited to:
  - a specification sheets for each piece of equipment to be supplied,
  - a description of how each vehicle and/or piece of equipment will be used to carry out the work, and
  - a procurement schedule to ensure supply of the required equipment by the start of the Contract.

**c) Contingency and Emergency Preparedness/Response Plan**

- The Contingency plan should address actions that will be taken by the Respondent in the event that circumstances at the MRF do not permit the receipt of materials and shipment or transfer of recovered products through no fault of the Region or the Contractor.
- Proposed alternate processing locations and logistics including applicable approvals.
- The Emergency Response plan should address actions that will be taken by the Respondent for dealing with potential fires, explosions, flooding, spills and other Emergencies that can be anticipated.
- The Emergency Response Plan should identify how the Respondent will coordinate their emergency response procedures with local authorities at a minimum for the Fire Response portion of the Emergency Response Plan with the Region's Fire Department.

**d) Labour Interruption/Operation Contingency Plan**

The Labour Interruption Contingency Plan should address and make provisions for the Respondent's obligations to the Region during work stoppage/disruption by its workers. The Labour Interruption Contingency Plan should address, but not be limited to, the following:

- The procedure for the recruitment and training of replacement workers;
- A written strategy regarding the provision of labour to ensure the continued operation of the MRF;
- The proposed timeline for restoring regular MRF operations;
- The maintenance and security of the facility; and a list of resources to monitor the security of the facility
- A strategy with respect to safe access to and egress from the facility;
- A list of alternative facilities the Respondent will utilize for processing the Received Material; and
- A list of resources to monitor and record disruption activity.

**2.07 Capital Upgrades**

**a) Capital Upgrades for #3-#7 and #1 thermoform PET implementation and Processing Transition Contingency Plan**

- A written narrative and design sketch of any/all capital and operating changes as required to implement #1 thermoform PET as well as number 3-7 plastic food and beverage containers;
- A detailed plan outlining the timing of when and how the Capital improvement will be completed
- Identification of potential delays and/or disruptions and how the Respondent will mitigate the associated risks

**b) Capital Upgrades, Implementation and Processing Transition for Residual Clean Up of Recyclables Plan**

- A written narrative and design sketch of any/all capital and operating changes as required to implement residual clean up system;
- A detailed plan outlining the timing of when and how the Capital improvement will be completed
- Identification of potential delays and/or disruptions and how the Respondent will mitigate the associated risks

**2.08 Financial Proposal**

**Respondents shall provide pricing for Scenario 1 through 5 as detailed below in Appendix 'A' - Form of Proposal, Section 1.0 Pricing Section.**

**Pricing Section #1.1 Total Yearly Operating Bid Price**

**Scenario 1**– Unit pricing for the Region's current suite of materials (as detailed in Section 5.09);

**Scenario 2**– Optional incremental unit pricing for #3 through #7 plastic food and beverage containers and #1 thermoform PET (as detailed in Section 5.09 and 5.10).

**Scenario 3** - Optional incremental unit pricing for expanded suite of materials (as detailed in Section 5.11)

### **Pricing Section #1.2 – Total Proposed Capital Upgrades**

**Scenario 4** – Optional Lump sum capital cost for modifications to the existing MRF to enable the processing of #1 thermoform PET and #3-#7 plastic food and beverage containers (as detailed in Section 5.34)

**Scenario 5** – Optional Lump sum capital cost for residual clean up of recyclables (as detailed in Section 5.34)

The Form of Proposal included in **Appendix 'A'** must be completed, signed and submitted with the proposal in accordance with the RFP instructions in order for the proposal to be considered. The Successful Respondent(s) shall be responsible for all project costs including, but not limited to, meetings with Regional staff and assisting the Region with implementation of the project.

Prices and charges quoted shall be firm without escalator clauses or other qualifications and be expressed in Canadian currency. All applicable duty and excise taxes shall be included, excluding Harmonized Sales Tax (HST), which shall be extra where applicable. Should any additional tax, duty or variation in any tax or duty imposed by the Government of Canada or Province of Ontario become directly applicable to the work subsequent to submission of the proposal and before the delivery of the work covered by the contract, an appropriate increase or decrease in the price of work may be negotiated to compensate for such changes as of the effective date thereof.

### **2.09 Financial Stability (Pass / Fail)**

Respondents should provide the following information:

- a current bank reference and/or letter from the bank which demonstrates financial viability and stability
- the disclosure of any pending lawsuits or judgments against your company or affiliates
- the disclosure of any plans or discussions of acquisition or merger that will affect your company's ownership

### **2.10 References (Pass / Fail)**

Proposals should include a list of at least three references the Region may contact (see **Form of Proposal – Appendix 'A'**). The Region reserves the right to contact the references provided or any others deemed appropriate by the Region. References to be from sources of similar Municipal operations within the last five (5) years validating it has operated a Municipal or Privately owned two-stream recycling facility within the last five years and at a minimum throughput of 40,000 tonnes/year and relevant to the requirements of this project. Include projects where various timelines and schedules were managed simultaneously and the timeline and budget were met to deliver a successful project. Where the budget and or timeline were **not** met, include details regarding the challenges faced and the workarounds utilized in order to complete the project.

In each case include the Company Name, Description of Services Provided, Approximate Annual Value of Services, Contact Name & Title, Phone Number and Email Address. Please also include a list of existing clients.

Note: The Region reserves the right to obtain and consider reference feedback from Regional Staff having experience with a respondent who has provided services to the Region of Durham within the last three years.

**References will only be rated as a Pass or Fail. In order for references to generate a pass, they must be considered accurate and relevant, based on similar size and scope of the Region's requirements, and prove to validate, to the Region's satisfaction, that the Respondent generally met the reference's expectations. Note that the *Region* and/or staff that are currently employed with the *Region* or any individual employed by the Region**

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during the most recent Contract Term for these products and services must not be listed as client references or utilized to provide letters of recommendation, letters of acknowledgement or any similar documentation meant to provide the same information.

**SECTION 3  
EVALUATION CRITERIA AND SELECTION PROCESS**

**3.01 Mandatory Evaluation Criteria**

All Proposals will be reviewed by the Procurement Officer for compliance to the mandatory criteria to determine if they are responsive. Any submission not containing all of the mandatory items listed in **Section 3.03** will be rejected. The mandatory submission requirements must be met before proposals will proceed to the Rated Evaluation Stage. Failure to comply with these mandatory provisions disqualifies the proposal from further consideration.

**3.02 Rated Evaluation Criteria and Selection Process**

Submissions deemed compliant will be evaluated based on the submission criteria described in **Section 3.04 - Evaluation Criteria and Maximum Evaluation Points Summary**, below. The Respondent and staff assigned to the Program should have the necessary skills, knowledge, education and experience to meet the requirements of this Program. Information provided through the Proposal will be evaluated in accordance with **Section 3.04**.

A Selection Committee will evaluate the Proposals. The Respondent achieving the highest combined point score based on the rated criteria and price may be recommended for Award. As part of the selection process, the Region may contact one or more Respondents to clarify or obtain more information about their Proposal or to request the Respondent to exhibit or otherwise demonstrate the information contained therein.

Where it is the Region's intent to enter into a Professional Services Agreement with one or more successful Respondent(s) deemed capable of performing the required Work, this Agreement will be attached as **Appendix 'E' – Professional Services Agreement**.

The Region may also conduct discussions with Respondents for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and Proposal. Discussions will be limited to specific sections of the RFP identified by the Procurement Officer. The Procurement Officer will only hold discussions with Respondents who have submitted a Proposal deemed to be reasonably acceptable for Award.

**3.03 Mandatory Submission Items**

The following items must be submitted within the timeframes noted:

**Required at RFP Closing:**

- a) The signed Form of Proposal – including fully completed Pricing Section - (**Appendix 'A'**)
- b) Agreement to Bond
- c) Agreement to Provide an Irrevocable Letter of Credit

**3.04 Evaluation Criteria and Maximum Evaluation Points Summary**

Respondent's proposals will be evaluated against the criteria set out below, as broken down in the following sections.

**Points**

**1) Understanding of the Region's Requirements .....[30]**

- The degree to which an understanding of the Region's needs and services requirements pertaining to the work as outlined in Section 5 is demonstrated;
- The extent to which the written statement details an understanding of your obligation and commitment to meet these requirements.

**2) Company Background, Qualifications and Experience [50]**

- The appropriateness to which the written statement describes generally its waste management experience and capabilities
- The extent to which the description of its recyclable materials processing experience including, but not limited to, : past and current experience with MRF operations, value and size of past and current contracts, and duration, location and processing methods (Municipal single or dual stream processing and IC&I recyclables processing) is relevant and deemed appropriate for this project's scope of work
- The degree of appropriate details provided in the organization chart and staffing plan for facility management and operations including job descriptions for the entire facility
- The appropriateness of the organizations reporting and communications structure

**3) Facility Plans.....[160]**

**a) The Operations Plan to detail:**

- The extent of the health and safety plan for the protection of its personnel, the Region's employees and Visitors to the MRF;
- The extent of the detailed training plan of the Contractor's personnel;
- The appropriateness of the procedure for inspecting incoming materials;
- The appropriateness of the load rejection procedure, that describes how loads containing excessive quantity of non-recyclable materials and hazardous materials will be managed;
- The appropriateness of the procedure for receiving/storing received materials;
- The appropriateness of how the tip floor spotter will advise the driver accordingly and ensure that the fibre compartment is cleared of any residual fibre material prior to dumping their container materials. Refer to Attachment C MRF Safety/Inspection Reports;
- The appropriateness of the procedure for recording and responding to complaints;
- The appropriateness of the procedure for monitoring, with the goal of minimizing, the quantity and quality of the residue;
- The extent of the details provided in the phone tree with telephone and email information for all key management staff during normal operating hours, as well as contact information for after hours;
- The appropriateness of the procedure for the storage/loading and shipping of recovered Fibre and Container materials;
- The extent of the detailed Odours, Dust, Noise and Pest Control Plan
- The appropriateness of any/all design/operational changes as required to implement the following options:
  - Baled newspaper instead of shipping loose;
  - Receive, process for recovery/sale mixed household scrap metals;
  - Receive, process for recovery/sale #3 through #7 plastic non-food and non-beverage containers;
  - Issues related to potentially processing significant additional tonnes of materials (based on Durham's current mix of materials as well as #3 through 7 and #1 thermoform PET food and beverage containers) that could take MRF operations from the current single shift – 5 day/week operation up to a full second shift – 5 day/week operations (referred to as Third Party Recyclable Materials);

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- White expanded polystyrene;
- Plastic film;
- Small handheld electronic devices; and
- Hot Drink Containers

**b) Routine & Preventative Maintenance and Facility Cleaning Plan**

The Proponent to provide a maintenance plan that describes, but not be limited to, the following:

- The extent of the general overview that demonstrates the Respondent's understanding of the MRF's stationary building and building system maintenance requirements
- The appropriateness of the statement that clearly demonstrates the Respondent's understanding of its responsibility for all minor and major parts/components and equipment replacement for all stationary and mobile equipment, building and building systems
- The appropriateness of the statement that clearly demonstrates the Respondent's understanding of responsibilities related to MRF site maintenance and facility cleaning
- The extent and appropriateness of the schedule listing and description of routine/preventative maintenance activities (including resources to be deployed) for the fixed equipment and mobile equipment, building and building systems where this information is currently available
- The extent and appropriateness of the description of how the Respondent will maintain and clean the facility in a neat and tidy manner (including resources) that reflects pride of workmanship essential to public interest should it be awarded a contract
- The extent and appropriateness of the description of the proposed mobile equipment and the rationale for each item being proposed, including, but not limited to:
  - a specification sheets for each piece of equipment to be supplied,
  - a description of how each vehicle and/or piece of equipment will be used to carry out the work, and
  - a procurement schedule to ensure supply of the required equipment by the start of the Contract.

**c) Contingency and Emergency Preparedness/Response Plan**

- The appropriateness of the Contingency plan and how it addresses actions that will be taken by the Respondent in the event that circumstances at the MRF do not permit the receipt of materials and shipment or transfer of recovered products through no fault of the Region or the Contractor.
- The appropriateness of the proposed alternate processing locations and logistics including applicable approvals.
- The degree to which the Emergency Response plan addresses actions that will be taken by the Respondent for dealing with potential fires, explosions, flooding, spills and other Emergencies that can be anticipated.
- The degree to which the Emergency Response Plan identifies how the Respondent will coordinate their emergency response procedures with local authorities at a minimum for the Fire Response portion of the Emergency Response Plan with the Region's Fire Department.

**d) Labour Interruption/Operation Contingency Plan**

The Labour Interruption Contingency Plan should address and make provisions for the Contractor's obligations to the Region during work stoppage/disruption by its workers. The Labour Interruption Contingency Plan should address, but not be limited to, the following:

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- The appropriateness of the procedure for the recruitment and training of replacement workers;
- The appropriateness of the written strategy regarding the provision of labour to ensure the continued operation of the MRF;
- The appropriateness of the proposed timeline for restoring regular MRF operations;
- The appropriateness of the maintenance and security of the facility;
- The appropriateness of the strategy with respect to safe access to and egress from the facility;
- The extent and appropriateness of the list of alternative facilities the Respondent will utilize for processing the Received Material ;
- The extent and appropriateness of the list of resources to monitor and record disruption activity; and
- The extent and appropriateness of the list of resources to monitor the security of the facility

**4) Capital Upgrades [60]**

**a) Capital Upgrades for #3-#7 and #1 thermoform PET implementation and Processing Transition Contingency Plan**

- The appropriateness of the written narrative and extent of the design sketch of any/all capital/operating changes as required to implement #1 thermoform PET as well as number 3-7 plastic food and beverage containers;
- The appropriateness of the detailed plan outlining when and how the Capital improvement will be completed
- The extent of the identification of potential delays/disruptions and how the Respondent will mitigate the associated risks

**b) Capital Improvements, Implementation and Processing Transition for Residual Clean Up of Recyclables Plan**

- The appropriateness of the written narrative and extent of the design sketch of any/all capital/operating changes as required to implement residual clean up system;
- The appropriateness of the detailed plan outlining when and how the Capital improvement will be completed
- The extent of the identification of potential delays/disruptions and how the Respondent will mitigate the associated risks

**5) Financial Proposal.....[100]**

Pricing will be evaluated as per **Section 2.08** and **Section 3.05**.

**Maximum Total Points Available .....[400]**

**6) Financial Stability ..... Pass/Fail**

As detailed in **Article 2.09**

**7) References ..... Pass/Fail**

As detailed in **Article 2.10**

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**3.05 Evaluation of Pricing**

The Financial component of the Proposal will be scored based on a relative pricing scale with respect to the lowest bid price. A maximum score of seventy (70) points will be awarded to the Proposal with the lowest bid price for Pricing Section #1.1 and thirty (30) points will be awarded to the Proposal with the lowest bid price for Pricing Section #1.2. The other remaining Proposals will be compared to the lowest proposal bid price for each section using the following formulae:

**Pricing Section #1.1**

**Lowest Bid Price for Operating**    X                      70 Points = Assigned Score  
**Subsequent Bid Price for Operating**

**Pricing Section 1.2**

**Lowest Bid Price for Capital**    X                      30 Points = Assigned Score  
**Subsequent Bid Price for Capital**

**3.06 Cumulative Score and Selection of Preferred Respondent**

The recommended Respondent will be the Respondent with the highest combined score for the assignment based on the rated criteria. Subject to positive reference checks, the expressed and implied reserved rights of the Region and Regional Council approval, the recommended Respondent may be invited to enter into an Agreement in accordance with the Terms and Conditions of **Section 4** and all other terms and conditions of RFP-168-2012 and the Respondent's accepted proposal.

**3.07 Negotiations**

The Region may elect to initiate negotiations with the Selected Respondent prior to Award. The option of whether or not to initiate negotiations rests solely with the Region. The Selected Respondent will be responsible any of their own expenses incurred to attend any such negotiations.

The Region reserves the right to add terms and conditions during negotiations. These terms and conditions will be within the scope of the RFP and will not affect the Proposal evaluations.

**3.08 Failure to Negotiate**

The Region may terminate negotiations with the Selected Respondent and commence negotiations with the next highest ranked Respondent if the Selected Respondent:

- Fails to provide information required to begin negotiations in a timely manner
- Fails to negotiate in good faith
- Indicates they cannot perform the Work within the funds available for the Project
- Cannot come to terms with the Region, after a good faith effort

Upward price negotiation will not be permitted.

No liability shall accrue to the Region for its decision in this regard.

**3.09 Award**

Award of a contract for this Program will be subject to approval by Regional Council.

The Region reserves the right to:

- Issue contracts to multiple Respondents for this Work in whole or in part; or

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- Refrain from making an Award if it determines that to be in its best interest.

The Region may make an Award on the basis of the Proposals received without discussion. Therefore, each initial offer should contain the Respondent's best terms/information, including all required documentation as listed in this RFP. A low bid does not necessarily constitute an Award.

The successful Respondent(s) will be notified of the Award in writing to the address given on the "Form of Proposal", and may be contacted verbally by the Region's Contact Person.

No liability shall accrue to the Region for its decision in this regard.

### **3.10 Reserved Rights of the Region**

The Region reserves the right to:

- a) make public the names of any or all Respondents
- b) request written clarification or the submission of supplementary written information in relation to the clarification request from any Respondent and incorporate a Respondent's response to that request for clarification into the Respondent's Proposal
- c) adjust a Respondent's scoring or reject a Respondent's Proposal on the basis of
  - i. a financial analysis determining the actual cost of the Proposal when considering factors including quality, service, price and transition costs arising from the delivery of the required services
  - ii. information provided by references
  - iii. the Respondent's past performance on previous contracts awarded by the Region
  - iv. the information provided by a Respondent pursuant to the Region exercising its clarification rights under this RFP process
  - v. other relevant information that arises during the RFP process
- d) waive formalities and accept Proposals which substantially comply with the requirements of this RFP
- e) verify with any Respondent or with a third party any information set out in a Proposal;
- f) check references other than those provided by any Respondent
- g) disqualify any Respondent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any qualifications
- h) disqualify any Respondent or the Proposal of any Respondent who has engaged in conduct prohibited by this RFP
- i) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP
- j) select the Respondent other than the Respondent whose Proposal reflects the lowest cost to the Region or the highest overall score
- k) cancel this RFP process at any stage
- l) cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables
- m) accept or reject any or all Proposals in whole or in part
- n) discuss with any Respondent different or additional terms to those contemplated in this RFP or in any Respondent's Proposal
- o) if a single Proposal is received, reject the Proposal of the sole Respondent and cancel this RFP process or enter into direct negotiations with the sole Respondent
- p) lowest cost or highest scoring or any Proposal will not necessarily be accepted

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These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances.

The Region may reject any Proposal that:

- Is incomplete, obscure, or does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP
- Proposes an off-site working relationship or service that may cause or be perceived to cause a Conflict of Interest
- Does not comply with all applicable Municipal, Provincial, and Federal laws, codes, and regulations, which may be applicable to the Work performed subsequent to the RFP
- Is restricted or qualified by a statement added to the "Form of Proposal" or by a covering letter, or by alterations to the "Form or Proposal" supplied

The Region may waive minor informalities that:

- Do not affect responsiveness
- Are merely a matter of format
- Do not change the relative standing or otherwise prejudice other Proposals
- Do not change the meaning or scope of the RFP
- Are trivial, negligible, or immaterial in nature
- Do not reflect a material change in the Work
- Do not constitute a substantial reservation against a requirement or provision

The Region shall not be liable for any expenses, costs or losses suffered by any Respondent or any third party resulting from the Region exercising any of its express or implied rights under this RFP.

**SECTION 4  
AGREEMENT**

**4.01 Contract for Services**

Where required based on the Project requirements, the Successful Respondent will be required to enter into an Agreement with the Region. Part or all of this RFP, including its Appendices, the Successful Respondent's Proposal and the Agreement shall form the Contract resulting from this proposal. A copy of the Agreement is attached herein as **Appendix 'E' – Professional Services Agreement**. By submitting a proposal, Respondents are agreeing to these terms and conditions where applicable. Where there is a difference between the conditions contained in this RFP and those in the Region's Standard Terms and Conditions (contained herein as **Appendix 'B'**), those in this RFP will take precedence.

**4.02 Obligation and Authorization to Proceed**

This RFP, or correspondence advising the Selected Respondent of an Award, does not in itself obligate the Region. The Region's obligation commences when the Agreement has been executed. The Region will not be responsible for any work done by the Successful Respondent, even work done in good faith, if it occurs prior to the start date set in the Agreement.

Upon written notice to the Selected Respondent, the Region may set a different start date for the Work. This change will be contingent upon the Selected Respondent being advised of the revised start date prior to the original start date, or the Region and the Selected Respondent mutually agreeing to a different start date.

**4.03 Non-Exclusive**

Any Agreement awarded as a result of this RFP will be non-exclusive. The Region at its sole discretion may purchase the same or similar services from other sources during the term of the Agreement. No liability shall accrue to the Region for its decision in this regard.

**4.04 Insurance Requirements**

The Successful Respondent shall continuously maintain throughout the term of the Contract and pay for the following insurance coverage (Note that these limits shall apply unless otherwise specified elsewhere in the RFP Document):

- Commercial General Liability insurance including personal injury, broad form contractual liability, owners and contractors protective, completed operations, and non-owned automotive liability in an amount of not less than **ten million dollars (\$10,000,000.00)** applying to all contracts for claims arising out of one occurrence, and,
- Automobile Liability Insurance in respect to licensed vehicles owned and / or leased, with limits of not less than **two million dollars (\$2,000,000.00)** inclusive per occurrence for bodily injury, death and damage to property.
- Environmental Liability in an amount of not less than **ten million dollars (\$10,000,000.00)**.

The Commercial General Liability policy shall include the Region of Durham as an additional insured in respect of all operations performed by or on behalf of the Successful Respondent in relation to the Contract requirements and be endorsed to provide the owner with not less than thirty (30) days written notice in advance of any cancellation, change or amendment restricting coverage.

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The Successful Respondent shall provide an updated Certificate of Insurance on the Region's standard form, or on a form acceptable to the Region of Durham, by no later than thirty (30) days prior to the expiry date of any required coverage. Notwithstanding this provision, where any required insurance coverage is due to expire within thirty (30) days, the Successful Respondent shall submit an updated Certificate of Insurance upon ten (10) business days of written notice by the Region.

Failure to provide the required insurance certificates within ten (10) business days of the Region's written request and continuously maintain the required insurance coverage throughout the entire term of the Contract will constitute a default by the Successful Respondent. **Evidence of the required coverage shall be provided prior to Contract execution.**

**4.05 Payment Procedures**

The Region will make payments in accordance with the terms and conditions of the Agreement. After the Agreement is executed with the Company, the Region will appoint an individual to administer the Work (hereafter referred to as the Region's Program Manager). Each monthly billing from the Company must consist of an invoice, updated schedule and progress report in a form satisfactory to the Region's Program Manager. No payment will be made until the Region's Program Manager authorizes the invoice and progress report. The Region reserves the right to withhold payment if, in the opinion of the Region's Program Manager, the work progress claimed to date does not reflect the actual work completed. Under no conditions will the Region be liable for the payment of any interest charges associated with delay in payment in instances where there is a dispute over the work completed or incomplete documentation is submitted.

**4.06 Cost Overruns**

By signing an Agreement with the Region, the Company accepts all responsibility for the Project being on budget and on time. No claims for extra Work will be entertained unless authorized in writing, by the Region, prior to the Company proceeding with the extra Work.

**4.07 Contract Personnel**

**The Respondent is responsible for employing all personnel necessary to perform the contract and it shall bear the risk and responsibility for any loss, damage or expenses arising from strikes or labour disputes related to such personnel.**

**4.08 Inspection & Modification - Reimbursement for Unacceptable Deliverables**

The Company is responsible for the completion of all work set out in the Agreement. All work is subject to review, evaluation, and approval by the Region's Program Manager. The Region may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the Agreement. Should the Region's Program Manager determine that corrections or modifications are necessary in order to accomplish its intent; the Region's Program Manager may direct the Company to make such changes. The Contractor will not unreasonably withhold such changes.

Substantial failure of the Company to perform the terms identified in the Agreement may cause the Region to terminate the contract. In this event, the Region may require the Contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

**4.09 Termination for Default**

If the Region's Program Manager determines that the Company has refused to perform the Work or has failed to perform the Work with such diligence as to ensure its timely and accurate completion, the Region may, by providing written notice to the Company, terminate the Company's right to proceed with part or all of the remaining Work. This clause does not restrict the Region's termination rights.

**4.10 Contract Changes - Unanticipated Amendments**

During the course of this contract, the Company may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the Region's Program Manager will provide the Company a written description of the additional work and request the Company to submit a firm time schedule for accomplishing the additional work based on the prices submitted in their proposal.

The Company will not commence additional work until the Region's Program Manager has secured any required Region approvals necessary for the amendment and issued a written contract amendment, approved by the Purchasing Section of the Region's Finance Department.

**4.11 Contract Invalidation**

If any provision of this Contract is found to be invalid, such invalidation will not be construed to invalidate the entire Contract.

**4.12 Additional Terms and Conditions**

The Region reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

In the event of a change in scope requiring additional work to fully deliver the project the Contractor must obtain the prior approval of the Region's Project Manager in writing (fax or e-mail) before undertaking any extra work. Compensation for any extra work shall be negotiated and agreed upon by the Region and the Contractor in writing prior to undertaking any extra work. The Region reserves the right to refuse compensation for any extra work undertaken by the Contractor for which prior written approval was not obtained from the Region's Project Manager.

**4.13 Performance Security**

In accordance with the Region's Standard Terms and Conditions, Appendix B, Section 1.4.14, part b) and d) as a guarantee of performance the Contractor must furnish and maintain in good standing throughout the completion of its obligations under the contract a performance surety in the amount of 50% of the total amount awarded by the Region at the beginning of the contract, plus an additional amount of one million dollars (\$1,000,000.00) in the form of an Irrevocable Letter of Credit for the entire term of the contract.

The performance surety shall be on the form supplied by the Region in Appendix B. The proposed surety shall be acceptable to the Region and licensed to issue bonds in Ontario. The Respondent shall include in its submission an agreement to bond and an agreement to provide the irrevocable letter of credit.

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**4.14 Workplace Safety and Insurance Board**

The successful proponent must maintain good standing with the Workplace Safety and Insurance Board all in accordance with Article 1.4.15 of the Region's Standard Terms and Conditions included in Appendix 'B'. A copy of a current Certificate of Clearance must be provided to the Region prior to commencement of the Work.

**4.15 F.O.B. Point**

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all the prices offered must include the delivery costs to any location within the Region.

**4.16 Pricing and Payment**

Please note the following:

- Payment for the contract is subject to funds already appropriated and identified.
- Rates shall remain firm for the duration of this contract.
- No payment will be made until the award is approved and the contract is executed. Under no conditions will the Region be liable for the payment of any interest charges associated with the cost of the contract.

**4.17 Severability**

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

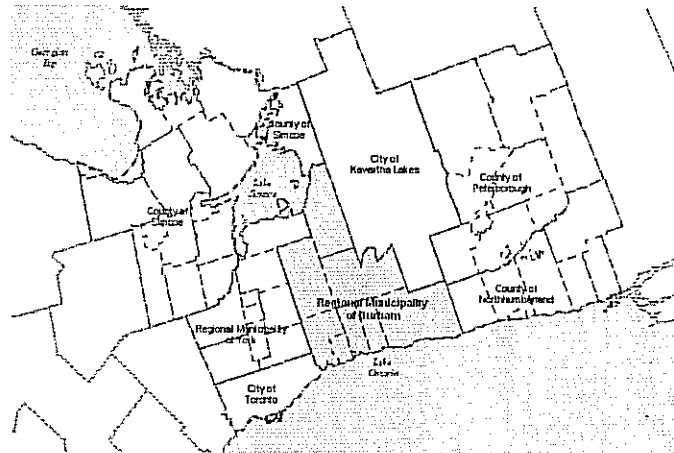
**4.18 Right to Inspect Place of Business**

At reasonable times, the Region may inspect those areas of the Company's place of business that are related to the performance of the contract. If the Region makes such an inspection, the Company must provide reasonable assistance.

**SECTION 5  
BACKGROUND AND SCOPE OF WORK**

**5.01 About the Regional Municipality of Durham**

The Region is the largest geographical jurisdiction in the Greater Toronto Area. The Region stretches from Lake Ontario in the south to Lake Simcoe in the north and from as far East as Pickering and West as Newtonville. The Region encompasses an area of approximately 2,532 square kilometers and is home to over half a million residents. It is expected that the population will increase to 850,000 by 2021. The vast majority of the residents live in the five southern municipalities of Pickering, Ajax, Whitby, Oshawa and Clarington.



**5.02 Requests for Proposals (RFP) Overview**

In May 2005, the Region of Durham (the Region) issued an RFP to design/build and operate a new Materials Recovery Facility (MRF) which was officially opened in December 2007. The Region is requesting Proposals from qualified firms for the provision of dual stream Materials Recovery Facility Operations and Maintenance.

The intent of this RFP is to select a Proponent for the provision of services as per the entire scope of Work in RFP No. 168-2012 Materials Recovery Facility Operations and Maintenance for the Region at their municipally-owned MRF located at 4590 Garrard Road, in Whitby, Ontario.

This RFP is soliciting the provision of services related to the complete operations and facility maintenance and record keeping/reporting in accordance with regulatory requirements.

**5.03 Pricing Scenarios– General**

Any awarded scenario's from Pricing Section #1.1 will be paid on the basis of marketed tonnes actually shipped to the marketplace/month as per the terms of conditions contained in this RFP.

Pricing Scenarios identified in Pricing Section #1.1 and # 1.2 are soliciting pricing for a number of options which may or may not be exercised at any time by the Region during the term of the contract as per the terms of conditions contained in this RFP.

**5.04 Contract Term**

The Contract shall be in effect for an initial term of five (5) year(s) from date of award. The Region of Durham reserves the right to extend this Contract on an annual basis thereafter for up

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to three (3) additional one year options provided that the Company's performance is satisfactory and pricing for each subsequent year is acceptable to the Region.

**5.05 Payment Terms**

**5.05.01 General Terms**

The per tonne fees as submitted in Form of Proposal – Pricing Section 1.1 and based on awarded scenario's will be multiplied by the actual tonnes of materials recovered, shipped to and accepted by the market place (hereafter referred to as Marketed Tonnes) in any given month.

All weights will be calculated over the Region's weigh scales. The Region will provide the contractor with a daily sheet detailing the inbound and outbound tonnages.

The Contractor shall be responsible for all costs to transfer residual (after processing) from the MRF to a designated disposal point including payment of associated tipping fees as determined by the Region in its sole and ultimate discretion.

**5.05.02 Detailed Terms**

The Region shall pay fees to the Contractor for services performed pursuant to the Contract as follows:

- During the Term of the Contract following the last day of each month the Contractor shall be entitled to invoice (within 15 days after month's end) for services rendered during the month. The invoiced amount shall be based on the per-tonne processing fees in the Contractor's RFP Bid forms and the tonnes of tonnes of Recovered Materials shipped to and accepted by the Market (on the basis of meeting their specifications). The monthly invoice is calculated by multiplying the per-tonne processing fee by the number of tonnes of Recovered Material that meets Market Specifications during that month. The tonnes of Recovered materials will be based on weigh scale information provided to the Contractor by the Region.
- If Markets reject any Recovered Materials, or pay a lesser price for the Recovered Materials because the products do not meet Market Specifications, in addition to any and all other remedies available to the Region, the Contractor shall pay to the Region, upon demand by the Region, any or all of the loss in revenue from Markets, if any, resulting from the Contractor's failure to process Recovered Materials to Market Specifications including tonnage deductions, moisture deductions, contamination deductions and price downgrades. The value of the revenue will be calculated based on the contract or spot Market price (depending on the Marketing arrangement with the End Market) current at the time of the Marketing of the material. Alternatively, the Contractor can accept all costs associated with loads rejected by Markets including costs related to; transportation, reprocessing, disposal and any associated fees or charges and any lost revenue due to a change in the Market price as a result of the delay in getting the material to Market at the time specified. Any net Market value benefit from Marketing material at that later time will accrue solely to the Region.
- In the event the Contractor must pay the Region some amount, the amount owed to the Region will be deducted by the Region from the monthly processing fee owing to the Contractor.
- The Region shall be responsible for invoicing End Markets for Recovered Materials sold from the Facility.

**5.06 Operating Hours – Durham Only Materials**

As a minimum and under normal operating practices, the Contractor shall keep the facility open for processing from 7:00 a.m. until 6:00 p.m., for one shift, Monday to Friday. The Contractor is

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not obligated to keep the facility open on any day that is recognized by the Region as a statutory holiday, provided that the facility is open such additional hours/or days (Saturdays) to receive materials as may be required to accommodate the collection practices on account of such holidays (there is no obligation to process materials on such a Saturday). Days recognized as a legal holidays by the Region includes:

- New Year's Day;
- Family Day;
- Good Friday;
- Easter Monday;
- Victoria Day;
- Canada Day;
- Ontario Civic Holiday;
- Labour Day;
- Remembrance Day;
- Thanksgiving Day;
- Christmas Day; and
- Boxing Day.

The Region reserves the right, in its sole and ultimate discretion, to direct the Respondent to receive materials at the facility on both Remembrance Day and Boxing Day and to also receive material on the Saturday following both holiday's.

Respondents are advised that the Region is responsible for all collection services. Whitby and Oshawa materials are collected on a 5 day cycle (Monday to Friday) and all of the rest of the recyclable materials generated in the Region are collected on a 4 day cycle (Tuesday to Friday).

The Contactor shall receive materials from 7:00 a.m. to 7:00 p.m., Monday to Friday (Saturday in the vent of a statutory holiday). The Region reserves the right, in its sole and ultimate discretion, to direct the Contractor to receive material in emergency situations later than 7:00 p.m.. Emergency situations include without limitation inclement weather, mechanical breakdown or other unforeseen circumstances that delay the daily collection of material.

The Region will endeavour to notify the Contractor in a timely manner so that the Contractor may coordinate staffing for the receiving of material outside of normal operating hours.

Based on 2010 and 2011 operations data, these operating hours translated to the average inbound tonnes by day of the week as shown below and provided for illustration purposes only:

**Average Inbound Tonnes by Day of Week**

Day of Week	2010	2011
Monday	87.93	90.93
Tuesday	221.28	229.66
Wednesday	216.9	221.41
Thursday	212.6	222.31
Friday	198.19	200.53
Saturday*	109.53	111.9

Note: \*- reflects tonnages when statutory holiday falls during the week

**5.07 Materials Marketing**

The Region will be responsible for Marketing all Recovered Fibres and Container Materials and shall receive all revenues from the sale of the Recovered materials.

The Region shall co-ordinate transportation arrangements of all Recovered materials with the End Markets once sufficient materials have been accumulated.

The Contractor shall advise the Region's representative on a daily basis of the amount of baled material on the storage floor of the facility in the form of daily bale counts.

The Contractor shall be responsible for loading the materials into end market trucks in a timely manner upon their arrival at the facility. Any wait time charges will be the sole responsibility of the Contractor.

Should the Contractor fail to notify the Region that a load cannot be picked up due to unforeseen circumstances (broken loader, broken forklift, etc.) the Contractor will be held solely responsible for any and all costs associated with the Region turning the truck/pickup away. This includes any charges for the truck that came to pick up the load, as well as any additional costs that the Region incurs due to the load being turned away.

The Contractor shall ensure that the Recyclable Materials recovered after Processing meet the Market Specifications contained in Attachment H. All costs associated with the Contractor's inability to meet these Market Specifications will be the sole responsibility of the Contractor. Further, the Region will be reimbursed by the Contractor for any loss of revenue, as described in part a) and part b) below, resulting from their inability to meet the Market Specifications as detailed as per the terms of conditions contained in this RFP.

In the event that Markets reject or downgrade any amount of Recyclable Materials the Region may, at its sole discretion:

- a) Offer the Contractor the opportunity to compensate the Region for the cost of the downgrade, which will be the difference between the original Market price (as obtained by the Region) for the recovered material and the downgrade price that is being offered by the Region; or
- b) The Region may require that the Recyclable Materials be returned to the MRF in which case the Contractor shall be responsible for the costs associated with transportation and reprocessing of the material. The Contractor will not be paid the processing fee for any materials that are returned to the MRF to be reprocessed in this fashion.

Should the Market Specifications be revised from time to time by the Region in response to changing Market requirements, the Contractor will be required to meet the revised Market Specifications. If the Contractor can clearly justify to the Regions satisfaction that it has incurred increased costs to meet the revised Market Specifications, the Region will determine at its sole and ultimate discretion whether to enter into negotiations in order to revise processing fees.

**5.08 Supplemental Reports**

When the Facility was originally commissioned, there have been a number of third party independent reports that address its condition and capacity. Since these reports are relevant to the Scope of Work of the RFP, a copy of each is provided.

- Report #1 is a January 2011 Region of Durham MRF Condition & Capacity Report prepared by AECOM for Waste Diversion Ontario. This report contains: a process flow description and flow sheet for each of the container and fibre processing lines, as well as a listing and general information on each piece of process mechanical equipment;

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- Report #2 is a February 2011 technical memorandum prepared by AECOM Canada Limited regarding MRF Implications if the Region's Blue Box program were to change to include #3 through 7 plastics containers;
- Report #3 is a June 2011 MRF Processing Condition Assessment Report prepared by HMI Consulting Service; and
- Report #4 is a January 2012 report prepared by Nadine International Inc. entitled Building Condition Assessment Whitby Materials Recovery Facility a copy of which is available through the Region's website.

A copy of each of the reports above #1 to #4 is contained in Attachment F – Supplemental Reports.

**5.09 Operations and Pricing Scenarios #1 and #2**

**5.09.01 Scenario #1 Region's Current Suite of Materials**

Currently the Region's Blue Box program includes and is being promoted to collect the following materials:

**Containers**

- All plastic bottles with a twist-off top (lids left on)
- Plastic tubs and lids (yogurt and ice cream type containers)
- Metal food and beverage containers
- Aluminum foil, pie plates and trays are collected and processed
- Glass bottles and jars (metal lids removed and place in the Blue Box separately)
- Paper milk and juice cartons
- Empty aerosol cans with lids removed
- Empty metal paint cans with lids removed
- Spiral wounds (are collected and processed (not being promoted but will be in the future)

**Papers**

- Junk mail and envelopes
- Catalogues, magazines, paperback books and phone books
- Newspapers, office papers and computer paper
- Shredded paper placed inside a smaller box, such as a cereal box or clear plastic bags

**Cardboard and Boxboard**

- Boxes folded flat, tied and bundled the same size as the Blue Box

These materials are currently being sorted and otherwise prepared for the marketplace as follows:

**Containers**

- Gable top cartons and Tetra Pak cartons baled together
- Aluminum food and beverage cans, foil, plates, trays and aerosol cans baled together
- Ferrous metal food and beverage cans, aerosol and paint cans baled together, including spiral wounds
- Clear and coloured glass combined and shipped loose as mixed broken
- PET bottles baled independently
- HDPE bottles independently
- Tubs and lids and other miss directed plastic bottles baled together

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**Fibres**

- Newspaper shipped loose (not baled) using a stationary compactor into transfer trailers. Please Note: The Region is currently shipping a #8 Loose News. This will be expected to be maintained throughout the contract and any downgrades associated to this will be the responsibility of the contractor.
- Mixed paper baled. Mixed paper bales include: magazines, catalogues, phone books and box board
- Old Corrugated Cardboard (OCC) is baled separately

Based on 2010 and 2011 operating data, the following quantities of each of the recovered materials were shipped to market and residual to disposal.

**Material Composition by % Shipped**

	2010		2011	
	Tonnes Shipped	% Shipped	Tonnes Shipped	% Shipped
ONP	22874.01	52.84	25881.90	53.54
RMP	3511.48	8.11	3849.34	7.96
OCC	5100.55	11.78	5190.02	10.74
Aluminum	635.65	1.47	688.38	1.42
Steel	1619.93	3.74	1740.72	3.60
PET	1772.22	4.09	2066.65	4.27
HDPE	783.69	1.81	884.80	1.83
Tubs & Lids	352.49	0.81	384.03	0.79
Polycoat	349.32	0.81	415.99	0.86
Glass	4143.07	9.57	4641.37	9.60
Residue	2147.88	4.96	2602.20	5.38
<b>Total Shipped</b>	<b>43290.29</b>		<b>48345.40</b>	

The Region may add or delete materials at its sole and ultimate discretion.

A summary of the materials shipped to the marketplace in 2012 and a projection of these tonnes out to the end of the Base Contract including the methodology used to project them is summarized below and in the section entitled Quantity and Composition of Materials. For further details refer to Attachment J.

**5.09.02 Scenario #1 – Current Suite of Materials Forecast**

Throughout the RFP, the Region has provided information regarding:

- Marketed tonnes of all materials on an annualized basis (and/or range of these tonnes);
- Marketed tonnes of all materials on an average monthly basis (and/or ranges of these tonnes);
- Totals or ranges of specific or individuals materials; and
- Composition of the received materials.

All quantities provided for in this RFP are estimates only, and the Region does not expressly or by implication reprint or guarantee the quantity and/or composition of the materials received during the term of the contract will correspond to the information provided.

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Attachment J presents the estimated quantity materials composition of the Region's Two-Stream Recyclable Materials over the Term of the Contract. The Region does not expressly or by implication represent that the composition of the Received Materials will correspond to the information contained in Attachment J.

A summary of the materials shipped to markets to date in 2012 and a projection of these tonnes out to the end of the contract including the methodology used to project them is summarized below.

The blue box recycling material quantities received, sorted, and shipped at the Durham MRF were obtained from the annual reports prepared by the current operating Contractor and the Region. Annual totals for the inbound material received including: fibres, containers, and garbage processed were taken from the existing data for 2009 to 2011.

Estimated quantities are based on projected households from 2009 to 2020 as well as estimated number of households participating in the Recycling program.

Once the total number of households had been determined over the contract period, the total number of households participating in the curbside blue box recycling program had to be determined.

Peak material generation rates were determined based on the MRF processing data from 2009 to 2011. These are expressed as average household generation rates using the extrapolated household forecast data, and applied to the projected number of participating households to determine the total amount of fibres, containers, and garbage expected over the contract period.

Further details on these calculations can be found in Attachment J.

**All quantities provided for in this RFP are estimates only, and the Region does not expressly or by implication represent or guarantee the quantity and/or composition of the materials received during the term of the contract will correspond to the information provided.**

In summary, Scenario #1 approximate tonnage bands (expressed in Marketed Tonnes of Materials annually and monthly) are as follows:

**Scenario- #1 Current Suite of Material Tonnage Band**

Marketed Tonnes/Year	Marketed Tonnes/Month
36,000 to 55,000	3,000* to 4,600

*Note: \* In 2013, it is estimated that the facility will market 48,500 tonnes of materials 48,500 tonnes/year divided by 12 months equals approximately 4,000 tonnes/month (on average) of materials marketed. However, the actual tonnes marketed in any given month could be higher or less than the average and therefore 3,000 tonnes has been utilized to capture the minimum potential lowest monthly tonnage in any given year.*

**5.10 Scenario #2 Expanded Suite of Materials**

In addition to all the materials noted above under Scenario #1, Scenario #2 materials shall include #3 through #7 plastic food and beverage containers including #1 thermoform PET containers will be added, included and be promoted as follows:

- Clam shells and plastic take-out containers;
- Oversized plastic jugs, pales and lids (between 5 and 20 litres); and

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- Plastic egg cartons (all Styrofoam including egg cartons will not be accepted in the program and residents will be instructed to place fibre egg cartons in the Green Bin).
- Plastic food and protective packaging (e.g., drinking cups, egg cartons, meat trays, takeout food containers);
- Clear plastic food containers, takeout food containers, molded bakery trays;

**5.10.01 Scenario #2 Expanded Suite of Materials Forecast**

In addition to the tonnage forecast associated with Scenario #1, it is estimated that between 800 and 1200 additional tonnes/year of #3 through #7 and #1 thermoform PET food and beverage containers could be added to the overall annual program tonnage in Scenario #2.

**5.11 Scenario #3 Expanded Suite of Materials – General**

In addition to the pricing being solicited in Pricing Scenario #1 or #2, Respondents shall submit the incremental per tonne cost pricing for a number of additional materials which includes:

- Baled newspaper instead of shipping loose;
- Receive and process for recovery/sale mixed household scrap metals;
- Receive and process for recovery/sale #3 through #7 plastic non-food and non-beverage containers;
- Receive and process for recovery/sale expanded polystyrene
- Receive and process for recovery/sale plastic film
- Receive and process for recovery/sale small handheld electronic devices
- Receive and process for recovery/sale hot beverage containers

The pricing in Scenario #3 will provide information to the Region for its future operational decisions and will be implemented at the Region's sole and ultimate discretion.

**5.12 Baled Newspaper**

It is estimated over the term of the contract that the Region may market as loose newspaper between 27,200 and 30,000 tonnes per year of newspaper. Respondents shall provide pricing in Appendix A, Form of Proposal, Pricing Scenario #3 to bale this material as opposed to shipping it loose.

**5.13 Household Scrap Metal**

Currently, Household Scrap Metal is not included in the Region's Blue Box program. However, in 2010 and 2011 approximately 12 tonnes/year of unsolicited scrap metal was received/recovered at the MRF.

The Region may choose to expand the program to formally include Household Scrap Metal in the future. However, if the Region chooses not to do so, the Contractor will be responsible to recover the unsolicited tonnes of Household Scrap Metal and the Contractor will be paid as per pricing submitted in Scenario #1 or #2.

Should the Region choose to expand the current program and formally include Household Scrap Metal it is estimated that this programs addition may generate between 370 and 820 additional tonnes per year to the program.

The Region's current scrap metal collection contractor will supply a designated bin for this material at no cost to the MRF Contractor. The MRF Contractor will call the Region to arrange for pick up when full.

The scrap metal bin shall be designated for all scrap metal produced in the execution of the Work as part of this contract. This includes but is not limited to bale wire, scrap metal from maintenance, as well as any materials designated by the Region in the Scrap Metal product specifications (Attachment H). The Contractor will be entitled to the scrap metal processing fee for all of this material.

**5.14 Number 3 through Number 7 Non Food and Non Beverage Containers**

Should the Region decide to expand the current program to include #3 through #7 Non Food and Beverage Containers it is estimated that this program addition may generate approximately between 300 to 800 additional tonnes per year to the recycling program. Respondents shall provide pricing in Appendix A, Form of Proposal, Pricing Scenario #2 to process this material.

Typical materials will include:

- Nursery plant pots and trays;
- Rigid plastic clothes hangers;
- Cassettes, CDs and DVDs;
- Plastic blister packs;
- Small toys;
- Plastic: make-up jars, caulking tubes, food storage containers, motor oil jugs, plant trays, flower pots, plastic plates, glasses, cutlery and peanut packing; and
- Plastic paint pails (with/without metal handles).
- Reusable food packaging (Tupperware, Ziploc, etc.)

**5.15 White Expanded Polystyrene**

The Region may choose to expand the current program to include white expanded polystyrene. Respondents shall provide pricing in Appendix A, Form of Proposal, Pricing Scenario #3 to process/recover this material from the incoming container stream.

Polystyrene shall be baled as per the market specifications provided in Attachment H.

**5.15 Plastic Film**

The Region may choose to expand the current program to include plastic film. Respondents shall provide pricing in Appendix A, Form of Proposal, Pricing Scenario #3 to process/recover this material from the incoming container stream.

Film shall be baled as per the market specifications provided in Attachment H.

**5.16 Small Handheld Electronic Devices**

The Region may choose to expand the current program to include small handheld electronic devices. Respondents shall provide pricing in Appendix A, Form of Proposal, Pricing Scenario #3 to process/recover this material from the incoming container streams. Electronic devices will include: personal digital assistants (PDAs), cell phones, digital cameras/camcorders, global positioning devices, portable media players, notebooks and iPads.

The devices recovered shall be transferred to a bin provided by the Region located within the site boundaries.

It is estimated that this program change may generate between 100 and 500 additional tonnes per year of these materials to the program.

**5.17 Hot Beverage Containers**

The Region may choose to expand the current program to include hot beverage containers. Respondents shall provide pricing in Appendix A, Form of Proposal, Pricing Scenario #3 to process/recover this material from the incoming container stream.

Hot beverage containers shall be baled as per the market specifications provided in Attachment H.

**5.18 General Operations Requirements**

The Contractor shall be required to manage and perform the functions associated with the Operations and Maintenance of the Facility.

The Operations of the Facility includes, but shall not be limited to:

- Receiving and processing Dual Stream recyclable materials;
- Minimizing the quality and quantity of residue;
- Producing and shipping Recovered Materials;
- Meeting required Market Specifications;
- Disposing of residue;
- Maintaining plant equipment;
- Maintaining and cleaning the building, processing equipment and the Site; and
- Quality control and quality assurance of Recovered Materials.

The Region is continually seeking to increase waste diversion rates, improve the capacity of the Facility and improve the quality of the Recovered Materials. The facility and the Contractor will be required to participate in studies, tests, evaluations and audits from time to time as required by the Region. The Contractor will co-operate fully and assist in all efforts related to the achievement of these goals.

**5.19 Third Party Recyclable Materials**

The Region reserves the right at its sole and ultimate discretion at any time throughout the term of this contract, to solicit any unused processing capacity of the MRF to other municipalities or other third parties. The Contractor shall engage the Region in good faith negotiations for the processing of this material.

**5.20 Household Hazardous Waste**

Although the Region advises residents not to place Household Hazardous Waste (HHW) into Blue Boxes, from time to time small amounts of unsolicited HHW are received at the MRF. The Contractor shall remove, isolate and segregate all HHW and place it into a storage container that will be provided by the Region and placed on site in a mutually agreed upon location.

All HHW material shall be stored upright.

Under no circumstances shall the Contractor include or mix non-recyclable material with the HHW in the storage container.

The Contractor shall notify the Region when removal of HHW is required.

All handling and storage of HHW shall be in compliance with all applicable guidelines and regulations such as, but not limited to:

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- Ontario Regulation 211/01 (Propane Storage and Handling)
- Ministry of the Environment: Guidelines for Environmental Protection Measures at Chemical and Waste Storage Facilities

The Contractor shall ensure that all conditions in these regulations and guidelines are met.

Respondents shall provide in pricing Appendix A, Form of Proposal, Pricing Scenario #3 to process/recover this material from the incoming container stream.

**5.21 Waste Electric and Electronic Equipment**

Although the Region advises residents not to place Waste Electric and Electronic Equipment (WEEE) into Blue Boxes, from time to time small amounts of unsolicited WEEE are received at the MRF. The Contractor shall remove, isolate and segregate all WEEE and place it into a storage bin that will be provided by the Region and placed on site in a mutually agreed upon location.

The Contractor shall notify the Region when removal of WEEE is required.

Respondents shall provide pricing is Appendix A, Form of Proposal, Pricing Scenario #3 to process/recover this material from the incoming container stream.

**5.22 Overall Facility/Site Cleaning/Maintenance Requirements**

The Contractor shall at all-times operate and maintain, which includes cleaning, repairing and up keeping the facility to the Region's satisfaction. The main components of the requirements of this section include the following:

- General MRF Cleaning and Upkeep Program, and
- Maintenance of the Facility.

**5.23 MRF Cleaning and Upkeep Program Requirements**

**5.23.01 General**

The Contractor is responsible for up keeping and cleaning the following:

- Materials tipping floor, processing area, baled storage area;
- MRF Processing Equipment and surrounding area including floors;
- MRF operating Personnel lunchrooms, washrooms, change rooms;
- Parking, roads and walkways within the MRF Operating Limits on the Site;
- On-site and off-site areas affected by the MRF operations;
- All enclosures, interior and exterior;
- All staircases, including railings;
- Underneath equipment;
- Conveyor pits;
- Compactors;
- Spare parts in inventory areas; and
- The front foyer area and all offices and meeting rooms.

**5.23.02 Specific**

The MRF Cleaning and Upkeep Program must be carried out by the Contractor to ensure that the facility is clean and safe. Refer to Attachment I – MRF Cleaning and Upkeep Schedule for a tabular summary of the MRF Cleaning and Upkeep Program Requirements.

The Contractor shall clear debris and dust all equipment including: stairways, handrails, walkways, conveyors, shafts, pulleys, drive motors, and enclosures on a daily basis or more frequently, if operating conditions require more frequent cleaning. A visual inspection of conveyors belts looking for material build-up between the belt and bed of the conveyor shall be conducted by the Contractor on a daily basis. Drive motors shall be cleared of debris and dusted by the Contractor. All other equipment such as, but not limited to, balers and air blowers must be cleaned on a daily basis by the Contractor.

The Contractor shall inspect and clean the conveyor pits on a monthly basis. This will include cleaning the portions of the conveyor that are in the pit. During this upkeep process, if the cleaning Personnel see damage to the equipment or have cause for concern that a specific piece of equipment may require Maintenance, they will bring this to the attention of the Maintenance Personnel designated by the Contractor, repairs will be completed within 24 hours.

Quarterly, the Contractor shall have all electrical panels (i.e., MCC's, Baler cabinets, etc.), cleaned and infrared scanned by an electrician appropriately qualified to perform the work. The Region shall be notified of any concerns identified during these scans in writing, with a proposal to address the concerns identified.

On a semi-annual basis in May and November of each year of the contract, all external portions of the MRF Processing Equipment and any ancillary equipment shall be steam cleaned by the Contractor. This will consist of but not be limited to, cleaning all enclosures (inside and out, as well as on top), all MRF Processing Equipment (including the Residue/loose load compactors, balers and storage bunkers/silos), and all mobile equipment.

The Contractor shall maintain the Facility as identified in the site drawing attached in Attachment M in a neat, clean and tidy condition in keeping with an exemplary standard of aesthetic quality in the waste industry.

The Contractor shall have a dedicated individual responsible for maintaining both on-site and bordering off-site roads and properties affected by the operation of the MRF on a daily basis through litter patrols that will promptly, on discovery, remove debris. Refer to Attachment E for a drawing that shows the Contractor's litter control limits.

The Contractor shall shovel the snow on the concrete walkway along the north edge of the office/lunchroom portion of the MRF. Refer to Attachment D Location Plan Drawing showing these limits.

The Contractor shall maintain the on-site sewage disposal system as well as the MRF floor drainage and collection system including pumping out the storage tanks and suitable disposal of their contents associated with each of these systems as required.

The Contractor will be responsible for pumping out the holding tank and septic tank. The septic tank must be pumped every two years (minimum). The holding tank is to be pumped on an as need basis.

The Contractor shall be responsible for:

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- Litter control on-site and beyond the MRF Operating Limits (refer to Attachment E – showing the Contractor's limits of responsibilities for Routine Litter Collection);
- Maintenance and repair of man doors and overhead doors resulting from normal wear and tear;
- Maintenance of the plumbing system and all housekeeping services for the ground floor reception, utility rooms, including the Contractor and Region allotted office space;
- The scheduling and co-ordination of all work related to the maintenance of the building envelope. This will include plumbing, heating, cooling, and hydro;
- Performance of periodic maintenance and inspection on the MRF's electrical distribution system to ensure its integrity;
- Electrical system and all lighting. The Contractor shall perform all maintenance and inspections related to the electrical system and lighting on the Site with the exception of the Scalehouse;
- All maintenance and inspections required under the Ontario Fire Code with respect to fire safety;
- HVAC and Fire Alarm: The Contractor shall perform all maintenance and inspections required to the heating, air-conditioning, fire suppression and ventilation systems. The Contractor shall not make any modifications or repairs to the heating, air-conditioning, fire suppression and ventilation systems without the prior written approval of the Region;
- All vermin control;
- All labour associated with the completion of the General MRF Cleaning and Upkeep Program;
- The housekeeping and Cleaning of all washrooms and office areas within the MRF Operating Limits with the Exception of the Scalehouse;
- The plumbing associated with all areas within the MRF Operating Limits with the exception of the Scalehouse;
- Utilities (natural gas, water, hydro) for the entire office space, lunchrooms, bathrooms and MRF Processing Equipment; and,
- Any wilful damage or misuse to any portion of the facility caused by the Contractor's Personnel.

The Region shall maintain and keep in good repair all roadways, parking areas and exterior lighting. Maintenance of the roadways includes painting the lines delineating parking spaces on an annual basis. The Region will plow snow from the access roadway as well as the site roads and parking areas.

The Region shall maintain the yard lighting which includes lights affixed to the perimeter walls of the building and lights/light standard positioned around the site and the access roadway.

The Region will be responsible for grounds maintenance, grass cutting and landscaping maintenance of the Site. The Region will be responsible for snow plowing the site access roadway and site roads.

#### **5.24 Specific Facility Maintenance Requirements**

The Contractor shall regularly inspect the Facility and shall maintain and repair the Facility so as to keep it in good working order and state of repair and shall, without limitation, perform all necessary repairs, restorations, modifications, replacements and additions, consistent with good solid waste handling plant practices as determined by the Region from time to time, so as to comply with the requirements under the Certificate of Approval, the Environmental Laws and

Regulations, the requirements of this document, and any other Authority related to the Facility or the process;

**5.25 Equipment**

The Contractor shall at all times during the term of the contract, keep and maintain on site sufficient supplies of equipment as may be necessary to ensure the continued, reliable and safe operation of the Facility in accordance with the terms and conditions of the Contract.

All Equipment relating to the operation and maintenance of the Facility and Facility upgrades paid for by the Region shall be deemed to be the property of the Region. All equipment purchased by the Contractor in the execution of the contract as well as those tools/Equipment which are the personal property of the Contractor's staff or subcontractors are not the Region's property..

The Contractor shall provide to the Region on or before January 31st of each year during the Term or as otherwise requested by the Region, a list of all Equipment that is on site.

The Contractor shall be solely responsible to maintain all Equipment required in the execution of the Work in good repair and operating condition in accordance with good solid waste plant handling practices.

The Contractor shall perform all tests and obtain all permits for the Equipment as may be required by all applicable Laws and Regulations governing the work.

The Contractor shall promptly notify the Region in the event that any piece of Equipment without which the Facility cannot operate breaks down, fails or is seriously damaged. The Contractor shall forthwith repair the Equipment or replace it with a unit of comparable or better quality.

The Contractor shall supply and maintain all other containers, self-dumping hoppers or other bins as required.

The Region will be responsible for the supply and maintenance of roll off bins for the Residue Compactor.

**5.26 Consumables and Spare Parts**

The Contractor shall at all times during the Term of the contract, including any extensions granted, keep and maintain on site a sufficient inventory of Consumables and Spare Parts as may be necessary to ensure the continued, reliable and safe operation of the Facility. For the purposes of this section, an "adequate supply" shall mean sufficient quantities to permit the facility to operate at expected loads until a delivery of such item can be made.

All Consumables and spare parts kept and maintained on the Facility site shall be deemed to have been paid for by the Region through the monthly per tonne processing fee paid under the Contract and as such are deemed to the property of the Region.

The Contractor shall provide to the Region, on or before January 31<sup>st</sup> of each year during the Term or as otherwise requested by the Region, a list of all Consumables and all spare parts kept on the Facility site.

**5.27 Weigh Scales**

The Region will operate the weigh scales in accordance with the terms of the Contract, Environmental Laws and Regulations, the Certificate of Approval, the Laws and Regulations and any other Authorizations related to the Facility or the weigh scales.

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The Contractor shall be responsible to maintain and operate the Production (floor) scale inside the MRF at the Contractor's sole expense.

**5.28 Security**

The Contractor shall maintain, at all times during the entire Term of the Contract, including any period of shutdown of the Facility, such security at the Facility as may be required to safeguard the Facility. The Contractor shall regularly inspect and maintain the security fences surrounding the Facility.

The Contractor shall provide to the Region a monthly report setting out any infractions of the rules and procedures of the Facility.

The Region shall exclusively operate, maintain and monitor the closed-circuit television system installed at the Facility. All security cameras have been installed in compliance with Ontario Privacy Legislation, FIPPA, and MFIPPA depending on business units and compliance legislation. Cameras are used to secure the Region's key assets; it's people, it's information and it's property and contribute to a safe and secure working environment.

**5.29 Communication Systems**

The Contractor shall keep and maintain in good working order and repair the existing telephone system at the facility.

The Contractor should provide the Region with a phone tree of contacts during normal operating hours and after hours operation in case of an emergency.

The Contractor shall provide a two way radio system as required for routine communication between its key operational staff and the Region's key operations staff. The Contractor shall provide two (2) radios (each equipped with a spare battery pack and charger) for the Region's use (one for communication with the Scale house, and one for communication with the Region's Contract Supervisor).

**5.30 Signage**

The Contractor shall not erect any signs at the Facility, except those relating to safety, without the prior written approval of the Region and in accordance with the local municipal sign by-law. The Contractor will **NOT** be permitted to display its logo and name on the exterior of the Facility. All signage and displays shall be maintained in good working order.

**5.31 Public Relations, Facility Tours and Access to the Facility**

The Region shall be responsible for all communications with the media and has at its sole discretion, the right to manage and conduct public education tours of the MRF or any other facilities at the Site. The Region will be responsible for MRF information and tours and will make all Reasonable Efforts to provide the Contractor with reasonable notice thereof so as to minimize interference with MRF operations during tours. The Contractor will not be required to stop or inhibit MRF operations as a result of any tour.

With respect to interfacing with the Public, the Contractor shall:

- Assist the Region, when requested, in any public education communications;
- Provide assistance to the Region in carrying out a program of open houses, school visits, informational pamphlets and promotional materials with to the Region's Blue Box program and more specifically the MRF and operations of same. Referring to Attachment G each member of the Contractor's MRFs operating team will be required to sign a consent form giving the Region permission to take photograph's and or videotape the

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MRF/MRF operations from time to time for the purpose of providing information to the media/public in the form of promotional or information bulletins that may utilize photographs/video taping of the Facility and or MRF operations which may include images of the Contractor's MRF operating team; and

- Ensure that access to the MRF is provided in a safe and responsible manner and shall require that all persons given access to the MRF conform to all occupational health and safety requirements, policies and procedures.
- In the event of a labour disruption the Contractor shall direct all media inquiries to the Region. The Contractor shall not address any media inquiries directly;

The Contractor shall allow the Region access to all areas of the facility at any time during the normal operating hours of the facility. The Contractor shall also allow the Region access to all areas of the facility outside of normal operating hours. The Region will make all reasonable efforts to provide advance notice in these circumstances. The Region shall have the right to take photographs or video recordings of the Facility, operations, equipment and Recyclable Materials.

### **5.32 Rejected Loads Procedure**

Unacceptable Material shall be identified and removed in accordance with the clauses below.

All deliveries shall be inspected in the tipping area by trained employees of the successful Proponent. If a load of material, in whole or in part, is determined to be unacceptable, colour photos shall be taken by the Contractor to verify the presence of Unacceptable Material. Only the Plant Manager, Shift Foreman or Night Operations Manager shall have the authority to reject an entire load or delivery on behalf of the Contractor, and shall immediately notify the designated Region's representative.

The Region reserves the right to verify that the load rejection is appropriate prior to any further action being taken by the Contractor.

If the Contractor determines that an entire load is unacceptable before tipping, the load shall be removed from the Facility by the hauler attempting to make the delivery as directed by the Contractor.

Any individual items present in the loads, determined by the Contractor to be unacceptable after tipping, shall be removed and loaded by the Contractor into a container provided by the Contractor and the Contractor shall remove the loaded container as Residue from the Facility when full.

For all rejected loads of materials, the Contractor shall, as soon as possible thereafter, complete and submit a report, complete with photos, to the Region in a manner satisfactory to the Region.

### **5.33 Reporting Meetings**

#### **5.33.01 Monthly Meeting**

On a monthly basis, (within 15 days after the end of each month) the Contractor shall meet with the Region's representative(s) in order to provide the Region with a summary report of the previous months operations (hard copy and in electronic copy). Information to be included in the monthly summary report includes but, is not limited to:

- All utility consumption records;
- Any changes, modifications or alterations made to the Facility;
- Records of emergency repairs undertaken;

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- Reports of routine and preventative maintenance undertaken that reconciles with the contractor's detailed preventative maintenance schedule
- Reports about preventative repairs scheduled to be undertaken in the following three months;
- A facility performance summary report complete with labour utilization and materials recovery efficiency information;
- Monthly shutdown hours and reasons for the shutdown(s) including actions taken to prevent recurrences;
- All safety and accident reports including actions taken to prevent recurrences;
- All insurance and regulatory inspection reports and using data provided by the Region's weigh scale system, the Contractor shall provide (in the monthly summary report);
- An accounting of the recovered materials in storage (on site at the MRF); and
- Any tip floor issues with the curbside collection contractors shall be reported to the Region monthly.

**5.33.02 Quarterly Meeting**

In addition to the information to be provided on a monthly basis, during the 3<sup>rd</sup>, 6<sup>th</sup>, 9<sup>th</sup> and the 12<sup>th</sup> months, the monthly meeting agendas will be expanded to include a general discussion of the operations of the facility over the previous quarter and potential process and/or other improvements that could benefit both parties.

**5.34 Optional Capital Upgrades**

**5.34.01 Process Capital Improvements General**

There are a number of Capital Works requirements that are part of the Scope of Work of this RFP and others that may be undertaken in the future as determined by the Region. The Respondent acknowledges that the capital improvements noted below shall be deemed to have been paid for by the Region under the Contract and as such they are deemed to be the property of the Region. Should any alterations require amendments to the Certificate of Approval or Provisional Certificates of Approval for the Facility; the parties agree to use their best efforts in assisting each other in obtaining any such amendments.

**5.34.02 Process Capital Improvements to be undertaken by the Contractor for Scenario #4**

The Contractor shall be required to: finance, design, permit, install, operate and maintain modifications to the existing MRF to enable the processing of #1 thermoform PET and #3-#7 plastic food and beverage containers

The design of the system shall be subject to the evaluation process of this document. It is essential that capital and operating improvements proposed be installed and operating to the Region's satisfaction no later than June 1, 2013.

The Contractor is required to follow the Processing Transition Contingency Plan that was submitted in their response which will ensure minimum disruption to the Facilities operation. The entire cost including lost revenue from the sale of material to the Region and the effort of the Processing Transition Contingency Plan will be the responsibility of the Contractor.

The facility shall continue to receive material during the Processing Transition period.

The Region will pay the lump sum cost as submitted in Appendix A, Form of Proposal, Scenario #4 upon the contractor's demonstration to the Region that the system is fully operational to the Region's satisfaction.

Attachment F to this document, titled "Potential Recycling Change to Include #3-#7 Plastics – MRF Implication Project" is provide as a guide to assist in the designing and pricing the work required in this section. However, the Respondent shall determine the all requirements and equipment needed for the successful implementation of these programs.

**5.34.03 Process Capital Improvements to be undertaken by the Contractor for Scenario #5**

In an effort to minimize recoverable recyclable materials that may be lost to the residue stream and, as part of the Respondents Operations Plan, the Respondent will be required to: finance, design, permit, install, operate and maintain a new residual clean-up system as part of the Scope of Work under this contract.

The design of the system shall be subject to the evaluation process of this document. It is essential that the capital and operating improvement be installed and operating to the Region's satisfaction by December 15, 2012.

The Region will pay the lump sum cost as submitted in Appendix A, Form of Proposal, Scenario #5 and upon the Contractor's demonstration to the Region that the system is fully operational to the Region's satisfaction.

**5.34.04 Other Capital Improvements**

The Region may permit the Contactor to make other changes/alterations to the Facility related to the above or throughout the term of the contract provided such changes:

- (1) improve the Facility's performance in terms of improving the quality of recovered product(s) and reduced residue levels; and
- (2) the Contractor receives prior written authorization from the Region to do so.

The Contractor shall update all documentation, including manuals, and drawings, and training of employees affected by any changes made to the Facility upon its completion.

**5.34.05 Capital Improvements that may be undertaken by the Region**

The Region may directly undertake or separately contract work within the Facility that is not included within the scope of the Work for which the Contractor is responsible, and the Contractor shall afford any such workers all reasonably required access and assistance, provided that any claim for reasonable compensation for the substantiated impact on the Contractor's time and cost for performance of the Work. The Region shall provide for the co-ordination of the activities and work of other contractors and the Region's own forces with the Work of the Contractor. The Region will use all reasonable efforts to ensure that such activities and work do not interfere with the performance of the Contractor's Work.

The Contractor shall co-operate with all other contractors who may be performing work on behalf of the Region and workers who may be employed by the Region on any work on the Facility Site. The Contractor shall make good promptly, any injury or damage that may be sustained by other contractors or employees of the Region caused by the Contractor. The Region shall make good promptly, any injury or damage that may be sustained by the Contractor caused by other contractors or employees of the Region.

The Contractor shall co-operate and work in harmony with all other contractors and with workers and other persons employed by the Region on, or in the vicinity of the Facility Lands.

The Contractor shall to the extent reasonably possible arrange its Work in such a manner as not to interfere with the work of other contractors, provided that the Region has given the Contractor reasonable advance notice for such purposes.

Section 3.4.1.6 of Supplemental Report #1 January 2011 Region of Durham MRF Condition & Capacity Report prepared by AECOM for Waste Diversion Ontario (section entitled MRF Capital Improvement Plans) makes note of the Region's plans to install a second eddy current separator and a fibre return conveyor. If the Region decides to proceed with these particular capital works items, the Region will be responsible for the financing, design, installation and commissioning of these works. The Region will co-ordinate such capital works with the Contractor to ensure the impact on the Contractors' MRF operations is minimized.

### **5.35 Mobile Equipment**

The Contractor shall provide, operate with appropriately qualified/certified personnel and maintain the following minimum pieces of equipment:

- 1 Suitable size/capacity solid rubber tire Skid Steer complete with a bucket with grapple;
- 2 Suitable size/capacity solid rubber tire Forklift complete with on-board bale scale;
- 2 Front End Loaders – 1 Caterpillar IT 14 front end loader (complete with Integrated Tool Carrier) and 1 Caterpillar 930 each equipped with a suitable waste handling bucket with grapple, solid rubber tires as well as a waste handling package for each of the loaders. Alternatives will be considered on an/or equal basis;
- Plus any other equipment required to operate the facility safely and productively.

The mobile equipment shall at all times be owned/operated and maintained by the MRF Contractor. It shall be supplied as new, on or before the date of commencement of operation of the MRF operating Contract. The mobile equipment shall be supplied by the MRF Contractor for the exclusive use by the MRF Contractor for the subject MRF Operations Contract exclusively. At the end of the MRF Operating Contract or any extensions to it, the MRF Contractor shall remove the mobile equipment from the site at his costs.

### **5.36 Labour Requirements**

Generally, the Region will not as part of this RFP, dictate total labour requirements associated with any/all of the materials to be processed/ recovered/ marketed. These decisions (total number to be employed, qualification/experience of each employee, where they are to be deployed/how they are to be utilized and their duties/responsibilities) are all left to each Vendor responding to this RFP.

The only exceptions are:

1. Two (2) dedicated full time sorters are required on the newly created Residue Recovery System (Section 5.7.2)
2. Two (2) dedicated full time spotters are required to manage tipping activities on each of the fibre and container tip floors (1 spotter on each of the two tip floors).
3. One (1) sorter on the container presort to at all times be dedicated to removing fibre from the container stream. When enough fibre material accumulates it is expected that it will be placed on the fibre tipping floor to be sorted and baled with the Fibre Material. In addition, the fibre pre-sort area shall be staffed by two (2) dedicated sorters (one each side of the belt conveyor).

**These positions shall be identified and the roles outlined in the Respondent's Operations Plan which is subject to the evaluation process of this document.**

The spotter's responsibilities include: managing tipping operations on the tip floors and ensuring the contents of each of the trucks compartments are emptied before tipping in the second tipping area (this is required to ensure there is no carryover of fibres onto the container tip floor or vice versa), the spotters shall also: remove oversized materials that may damage the processing equipment, remove hazardous materials, open any bagged materials, initiate the load rejection

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procedures and finally, the spotters may be required from time to time to issue MRF Safety/Inspection Reports. Refer to Attachment C for a copy of the form. The form will be issued to collection vehicle drivers (delivering materials to the MRF) for safety equipment, tipping procedures and contamination infractions. All MRF Safety/Inspection Reports shall be provided to the Region on a weekly basis.

**Uniforms**

The Contractor shall provide their employees with uniforms which shall be worn and kept clean at all times during the execution of the Work. The employees first name shall be embroidered on the front left hand side, and the company's name on the back.

**5.37 Turnover of Property and Documents**

Upon the termination or expiration of the contract for whatever reason, the Contractor shall:

- Take all reasonable actions necessary to ensure an orderly transition of duties for the Contractor to its Successor;
- Ensure prompt delivery to the Region or the Successor (as directed by the Region) all work, property, recorded information, that the Contractor is in possession or control of including all records, manuals and documents prepared in accordance with the contract; and
- Turn over the property, operation and maintenance of the MRF to the Region or the Successor, as directed by the Region.

**5.38 Condition of MRF Site, Building and Equipment at Expiration of the Contract**

The Contractor shall, during the term of the Contract, operate and maintain the MRF such that on expiration of the Contract, the MRF is turned over to the Region or its Successor in the same condition as it was at the beginning of the Contract, subject to normal wear and tear.

No later than 6 months prior to the expiration of the Contract, the Region shall provide to the Contractor a MRF Site, Building and Equipment Condition Report. The Region will, at its sole and ultimate discretion, select a representative to conduct an inspection of the MRF Site, MRF building, building system, mechanical, electrical and all processing equipment and related assets. This will be completed at the Region's sole cost. The inspection will form the basis of a MRF Site, Building and Equipment Condition Report.

The Region may as a result of the MRF Site, Building and Equipment Condition Report, prepare a list of deficiencies and submit it to the Contractor for remediation of such deficiencies.

The Contractor shall at its own expense correct or repair all deficiencies identified as a result of the inspection and as noted in the MRF Site, Building and Equipment Condition Report, no later than three (3) months prior to the expiration of the Term of the contract. In the event that the Contractor does not correct or repair the deficiencies within the specified period, the Region may, at its own discretion withhold the estimated cost of correcting or repairing the deficiencies from any of the last three (3) months payments of the Processing Fee until the Contractor has satisfied the Region that the deficiencies have been corrected or repaired. If the Region is not satisfied that the deficiencies have been corrected or repaired by the Contractor, the Region may take further actions to correct the deficiencies and the cost may be recovered through the performance security posted at the beginning of the Contract.

Notwithstanding the above, the Region reserves the right to conduct site inspections and evaluations, at the Region's cost and effort, at any time throughout the term of the contract and to require the Contractor to remedy any deficiencies that, as a result of the evaluation, are outside normal wear and tear.

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**5.39 Pricing Adjustments**

Notwithstanding Appendix 'A' - Articles 1.2.9 and 1.4.4.2, prices shall be held firm for the first year of the Contract. For each subsequent additional year to this contract, the unit price **changes** for each year will be based on the level of inflation using the **Ontario, All-Items Consumer Price Index (CPI), Year over Year**, published by Statistics Canada as available two months prior to the contract expiry date.

**5.40 Residue Disposal**

As a means to encourage the Contractor to increase recovery and reduce residuals during the Term of the MRF operating Contract the MRF Operating Contractor will be solely responsible to pay all costs associated with disposal of the residual materials after processing to a facility chosen at the sole and ultimate discretion of the Region.

The table below provides the residue tonnage for information purposes only during the periods 2009, 2010 and 2011:

**Monthly Residue Tonnages**

Month	2009	2010	2011
January	180.03	187.75	228.36
February	145.28	152.79	200.13
March	159.23	36.28*	212.64
April	155.31	153.80*	205.79
May	160.66	192.36	213.15
June	182.09	195.88	221.33
July	196.42	190.88	200.78
August	157.69	184.49	216.82
September	167.72	213.95	226.12
October	175.93	197.13	215.12
November	161.99	211.42	223.56
December	200.10	231.60	238.40

Note: \* - Facility labour disruption occurred during these months  
- Up to 50% of residue may be uncaptured Recyclables from the Region's current suite of materials. If the Region chooses to expand it's Blue Box program to include 3-7 plastics and thermoform PET, the amount of residue will decrease significantly as recent audits show this material in the container stream.

The Region will direct the processing Contractor to dispose of the residual materials at two possible locations (Miller Waste's Pebblestone Waste Facility located on 2000 Wentworth Street in Whitby, Ontario with a total disposal cost not to exceed \$90.00/tonne (This can change over the Term of the Contract and will reflect the contracted price paid by the Region), which includes the cost to transfer the waste from this facility to landfill, as well as the landfill tipping fee.

The second point of disposal will be an alternate transfer station at the direction of the Region located within Regional boundaries.

The Tipping fee for all facilities will be the same as the total cost to transfer and dispose of waste materials at the landfill site. Under all circumstances, the Contractor is responsible to arrange for

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the transportation of the residue roll off containers (supplied by the Region) as needed, and in addition to the costs noted earlier, the Contractor is also responsible for any/all cost to transfer the residual waste from the Durham MRF to the Region's designated points of disposition. The Contractor shall be solely financially responsible for the repair and/or replacement of Region supplied binds due to any damage beyond normal wear.

The residual waste must be weighed out over the Region's scales as it leaves the facility and the Contractor must weigh the bins in upon return.

**5.41 Liquidated Damages**

Where the Contractor fails to perform the Work in accordance with the terms, Conditions and Specifications of the Contract, the Region shall provide the Contractor a notice in the form of 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 \$250 on a per occurrence basis.

At the Region's sole and ultimate discretion the Contractor shall be assessed liquidated damages in the amount of \$250 per occurrence per day for any of the following:

- Failing to adhere to the staffing plan as submitted in accordance with Section 2.06 a)
- Failing to meet Material Specifications as outlined in Attachment H
- Not adhering to the MRF Cleaning and Upkeep Schedule in Attachment I
- Not providing or requiring staff to wear neat, clean and distinctive work uniforms including appropriate personal protective equipment
- Not keeping the site clean as per the litter control map in Attachment E
- Not keeping the sidewalk clear of snow as indicated on the map in Attachment D within six (6) hours of a snow event
- Deliberate cross contamination of bales as advised by the End Markets and as per Material Specifications (Attachment H) and confirmed by bale audits conducted by the Region at the Region's cost
- Failing to meet Monthly and Quarterly reporting deadlines as outlined in Section 5.010 of this RFP

In view of the difficulty of ascertaining the losses which the Region 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 Region will suffer by reason of said delay and default, and not as a penalty; and the Region 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.

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**APPENDIX 'A'**  
**FORM OF PROPOSAL**

THE REGIONAL MUNICIPALITY OF DURHAM  
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FORM OF PROPOSAL

REQUEST FOR PROPOSALS (RFP) TO OPERATE AND MAINTAIN THE REGION'S  
MATERIALS RECOVERY FACILITY

PLEASE  
USE INK

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-Mail

\_\_\_\_\_  
Name of Person Signing for Firm

\_\_\_\_\_  
Position of Person Signing for Firm

\_\_\_\_\_  
Name of Contact Person

PROPOSALS RECEIVED BY:

P. M. Madill, Regional Clerk  
The Regional Municipality of Durham  
605 Rossland Road East, 1<sup>st</sup> Floor,  
Clerk's Department  
Whitby, ON L1N 6A3  
UNTIL 2:00 P.M., September 4, 2012

Last Addenda received: No.: \_\_\_\_\_ Date: \_\_\_\_\_

No.: \_\_\_\_\_ Date: \_\_\_\_\_

No.: \_\_\_\_\_ Date: \_\_\_\_\_

**\*THIS PAGE MUST BE RETURN WITH THE PROPOSAL SUBMISSION OR PROPOSAL WILL BE  
REJECTED\***

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**SECTION 1.0 PRICING:**

The Proponent, by submitting a Bid in response to this RFP, hereby offers to complete the Work specified in accordance with the terms, conditions and specifications of this RFP, for the prices bid for the following Sections. **Respondents must submit pricing for all Pricing Scenarios to be considered for award.**

All quantities provided are for evaluation purposes only, as actual quantities will vary and will be, subject to change due to availability in the marketplace.

**1.1 Total Yearly Operating Bid Price:**

Scenario #	Description	U/M	Estimated Qty (A)	Unit Price (B)	Ext Price (C = A x B)
1	Per tonne processing fee for the existing suite of materials only as per Section 5.03	Marketed Tonne	60,000	\$	\$
2	Incremental Per tonne processing fee for #1 thermoform PET and #3 - #7 plastic food and beverage containers as per 5.03	Marketed Tonne	1200	\$	\$
3	Per tonne fee for baling Newspapers	Marketed Tonne	30,000	\$	\$
3	Per tonne processing fee for household scrap metal	Marketed Tonne	1200	\$	\$
3	Per tonne processing fee for #3 - #7 plastics non-food and non-beverage containers	Marketed Tonne	800	\$	\$
3	Per tonne processing fee for expanded polystyrene	Marketed Tonne	100	\$	\$
3	Per tonne processing fee for plastic film	Marketed Tonne	100	\$	\$
3	Per tonne processing fee for small handheld electronic devices	Marketed Tonne	500	\$	\$
3	Per tonne processing fee for Hot Drink Containers	Marketed Tonne	100	\$	\$
<b>TOTAL OPERATING BID PRICE FOR SCENARIOS #1, #2 and #3 :</b>					<b>\$ *</b>

*Note: All prices bid exclude HST.*

**\* To be used for evaluation of pricing as detailed in Section 2.08 and 3.05.**

NOTE: The Region reserves the right to implement Pricing Section 1.1 and 1.2 in whole or in part throughout the duration of the term of the contract or not at all, at its sole discretion. Should the Region choose to include any of the items at a date other than the beginning of this contract, the submitted Unit Prices shall be adjusted based on the annual CPI changes applied up to the date of implementation.

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**1.2 Total for Proposed Capital Upgrades Pricing**

Scenario #	Description	U/M	Qty	Ext Price
4	Capital Costs for modifications to the existing MRF to enable the processing of #1 thermoform PET and #3 - #7 plastic food and beverage containers as per Section 5.11	Lump Sum	1	\$
5	Capital cost for residual clean up of recyclables as per Section 5.11	Lump Sum	1	\$
<b>TOTALCAPITAL FOR SCENARIOS #4 and #5:</b>				\$ *

All prices bid exclude HST.

*\* To be used for evaluation of pricing as detailed in Section 2.08 and 3.05.*

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Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this bid. Executed by me/us and bearing date this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

The undersigned hereby declares that, to its knowledge, (i) no Councillor, official or employee of the Region has any direct or indirect beneficial interest, whether financial or otherwise, in the undersigned, or in their performance of the Services; and (ii) the undersigned is not engaged in any other projects nor is it providing services to any other Patient that would give rise to an actual or potential conflict of interest.

The undersigned hereby declares that they have no direct or indirect financial interest that would give rise to an actual or potential conflict of interest.

**The signature and witness to signature OR signature and corporate/legal seal is required for proposal to be valid. Failure to provide both the signature and the witness to signature OR signature and corporate/legal seal will result in the proposal being rejected.**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signed (Must be Signing Officer of Firm)

\_\_\_\_\_  
Print Name of Above Signing Officer

\_\_\_\_\_  
Position

\_\_\_\_\_  
Please Affix Corporate  
or Legal Seal

\_\_\_\_\_  
Name of Firm

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**CONFIRMATION OF FAVOURABLE HEALTH AND SAFETY PRACTICE FORM**

**To Contractor(s):**

The Region of Durham is committed to:

1. The prevention of workplace injury and illness to all workers at Regional work locations.
2. The belief that contractor safety is compatible with the safety policy of the Region and is good business.
3. Assuming a leadership role by citing contractors for any violations of the contract.

To ensure the Regional workplace is a healthy and safe working environment, contractors, constructors and sub-contractors must have knowledge of and operate in compliance with the Occupational Health and Safety Act and any other legislation pertaining to employee health and safety.

For long term contracts, or contracts involving pre-selected contractors, the Region reserves the right to cancel (or place on probation) the contract of any contractor who is charged and/or convicted of offences under the Occupational Health and Safety Act while carrying out any part of a project with the Region.

**Contractor's Statement of Responsibility**

As a contractor retained to perform work for the Region of Durham, I/we accept the following health and safety responsibilities:

I/we will comply with all procedures and requirements of the Occupational Health and Safety Act, Regional safety policies and procedures, department and site specific policies and procedures and all applicable legislation or regulations.

I/we will work safely with skill and care so as to prevent accidental injury to ourselves, fellow employees and all other persons on the site of the work.

For contracts or sub-contracts that involve commercial motor vehicles as defined by the Highway Traffic Act, I/we acknowledge possession of a current Carrier CVOR abstract with one of the following safety ratings: Excellent; Satisfactory; Conditional; or Satisfactory – Unaudited.

I/we will advise the Region if the CVOR safety rating of our firm is changed to "Unsatisfactory" at any time during the course of the contract and, upon request, will provide the Region with a copy of the most recent Carrier CVOR abstract indicating the sanctions imposed by the Ministry of Transportation.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Name of Person Signing for Contractor

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Offeror

**\*TO BE SUBMITTED WITHIN FIVE (5) DAYS UPON THE REGION'S REQUEST\***

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**REFERENCES**

**REFERENCES** - Please give the names of three clients that you are presently dealing with for which a similar service has been provided.

**Ref. 1**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email address: \_\_\_\_\_

Contract Start Date: \_\_\_\_\_ Contract End Date: \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

Approx. Annual Value of Services: \_\_\_\_\_

**Ref. 2**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email address: \_\_\_\_\_

Contract Start Date: \_\_\_\_\_ Contract End Date: \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

Approx. Annual Value of Services: \_\_\_\_\_

**Ref. 3**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email address: \_\_\_\_\_

Contract Start Date: \_\_\_\_\_ Contract End Date: \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

Approx. Annual Value of Services: \_\_\_\_\_

**\*TO BE SUBMITTED WITHIN FIVE (5) DAYS UPON THE REGION'S REQUEST\***