



REQUEST FOR PROPOSAL (RFP) BLUE BOX RECYCLABLE MATERIALS PROCESSING

RFP #: WM-12-01

Release Date: February 2, 2012

Closing Date: February 23, 2012

Closing Time: 2:00 pm Local Time

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Section 1

Definitions

1. Definitions

In this Contract the definitions are as follows:

- a) **“Aluminum”** includes aluminum containers such as pop cans, pie plates, tart containers, TV dinner trays, roasters, and household aluminum foil.
- b) **“Aseptic Containers”** means any multi-layered beverage box container.
- c) **“Boxboard (OBB)”** means single layer paperboard packaging such as cereal and shoe boxes.
- d) **“Certificate of Approval (C of A)”** means all Certificates of Approval or Provisional Certificates of Approval issued by the MOE for the MRF and/or Transfer Station.
- e) **“Completion of the Work”** means the time stipulated in the Contract Documents for the Contract to be dissolved between the Contractor and the County of Dufferin, including any extension of the Contract term made pursuant to the Contract Documents.
- f) **“Conditions”** means all written material or printed descriptions outlining the conditions to which the Work, in compliance with the Specifications, is to be carried out under this Contract.
- g) **“Consumer Price Index (CPI)”** means the Consumer Price Index for Ontario, all items (excluding gasoline), as published by Statistics Canada or a comparable successor to such price index should the Consumer Price Index for Ontario, all items excluding gasoline, be discontinued in its present form.
- h) **“Contamination”** means the presence of any item or material not accepted at an End Market as per its specifications and includes any item not defined as Recyclable Materials.
- i) **“Contract”** means the agreement covering the performance of the Work, including the supply of any and all work, labour, implements and materials that could reasonably be required properly and satisfactorily to complete the Work to be performed and also includes all Contract documents, the plans, specifications, contract bond and any written supplementary agreements that may be made in order to ensure the completion of the Work in an acceptable manner.
- j) **“Contract Prices”** means the prices set out in the Form of Proposal for which the Contractor will perform the Work.
- k) **“Contractor”** means the person, partnership or County of Dufferin undertaking the execution of the Work under the terms of the Contract.
- l) **“Corrugated Cardboard or Old Corrugated Cardboard (OCC)”** means any paperboard product which consists of a rippled paper insert with paper liners bonded to the outside of the product.
- m) **“Council”** means the Dufferin County Council.
- n) **“Director”** means the Director of Public Works for the Corporation of the County of Dufferin having responsibility for the Contract after award.
- o) **“Dufferin”** means the Corporation of the County of Dufferin.
- p) **“End Market”** means the purchaser or receiver of the Recyclable Materials.
- q) **“End Market Specifications”** means the specifications for marketing Recyclable Materials as designated by the purchaser of the Recyclable Materials or as defined by the Institute of Scrap Recycling Industries, Inc.’s Scrap Specifications Circular (current year).
- r) **“Environmental Compliance Approval (ECA)”** refers to the new instrument of environmental approval that replaces the Certificate of Approval. If a Proponent’s C of A is amended and receives an ECA, a copy of the ECA is to be provided to Dufferin, as required.

- s) **“Equipment”** means all machinery, equipment and vehicles used for preparing and executing the Work.
- t) **“Ferrous Metal”** means all steel food and beverage cans, paint cans (empty, lids off) and aerosol cans (empty).
- u) **“Film Plastic”** means grocery bags, milk bags, milk pouches and other retail bags made of a thin flexible sheet, which does not hold a particular shape when unsupported and is sometimes marked with SPI code #4 or #2.
- v) **“Fine & Mixed Paper”** means computer paper, all white and coloured ledger paper, which includes writing pad paper, letterhead, reports, business forms, copy paper and scratch pads, flyers, envelopes, advertising mail, fibre egg cartons, paper cores, books, Kraft paper and other clean paper packaging.
- w) **“Gable Top Cartons”** includes any folding top, paper beverage or food container.
- x) **“Glass Jars and Bottles”** includes all glass food and beverage bottles and jars.
- y) **“Hauler”** mean the companies contracted by Dufferin to collect and deliver Recyclable Materials to the Contractor’s MRF and/or Transfer Station.
- z) **“HDPE”** means High Density Polyethylene plastic food and beverage containers sometimes marked with SPI code #2.
- aa) **“In Writing”** means a form of communication that requires a permanent record such as fax, email or letter.
- bb) **“Inspector”** means the person or persons appointed by Dufferin to be responsible for inspecting the quality and performance of the Contractor in undertaking the Work.
- cc) **“LCBO Container”** means any container or package in which alcoholic beverages are sold by the Liquor Control Board of Ontario.
- dd) **“LDPE”** means Low Density Polyethylene plastic sometimes marked with SPI Code #4. This plastic can either be a rigid or film.
- ee) **“Manager”** or designate, means he/she who is authorized to act on Dufferin’s behalf.
- ff) **“Magazines & Catalogues”** means all magazines and catalogues bound with glue or stapled along the spine.
- gg) **“Market Value”** means the price paid by end markets for Recyclable Materials multiplied by the Contractor’s weight or end market’s confirmed weight.
- hh) **“Material Recovery Facility (MRF)”** means the machinery, equipment, buildings, structures, facilities, processes and operations located at the Contractor’s Site to accept, sort, package, store, market and ship Recyclable Materials.
- ii) **“Metal Food and Beverage Containers”** means all steel and aluminum food and beverage cans and containers.
- jj) **“Mixed Plastic”** includes PETE, HDPE, PVC, LDPE (rigid and film), PP, PS, and Other.
- kk) **“MOE”** means the Ontario Ministry of Environment.
- ll) **“Newsprint or Old Newsprint (ONP)”** means all newspapers including the inserts that are delivered therein.
- mm) **“Other Plastic”** means any layered plastic food or beverage container sometimes marked with SPI code #7.
- nn) **“Paint Cans”** means any empty paint can with or without dried residue, and falls within the meaning of the definition “empty container” in the regulations made under the Environmental Protection Act Ontario.

- oo) **“PET Containers”** means Polyethylene Terephthalate plastic containers sometimes marked with SPI Code #1.
- pp) **“Polycoat Containers”** means any paper-based carton packaging for beverage and food products. Polycoat cartons are made of bleached paperboard and polyethylene and some varieties (i.e., aseptic Polycoat containers) have a micro-thin layer of aluminum foil in the middle.
- qq) **“Polypropylene (PP)”** means clean plastic food and consumer plastic products, either moulded or extruded, including wide-mouth tubs, sometimes marked with the SPI Code #5.
- rr) **“Polystyrene (PS)”** means clean polystyrene plastic or foam materials such as those used for cups, plates, food trays, plant holders and packaging sometimes marked with SPI Code #6.
- ss) **“Polyvinyl Chloride (PVC)”** means clean food & beverage containers sometimes marked with SPI code #3.
- tt) **“Proponent”** means a vendor submitting a proposal in response to this RFP.
- uu) **“Proposal”** means a submission by a Proponent in response to this RFP, including any alterations expressly authorized hereunder.
- vv) **“Recyclable Materials”** means those materials listed in the Definitions section and other such other materials as may be designated by Dufferin or the Proponent in response to this RFP.
- ww) **“Request for Proposal (RFP)”** means this document issued by the Corporation of the County of Dufferin.
- xx) **“Residue”** means waste generated from the processing operation or any other non-hazardous solid material that is not processed or is not disposed of as Recycled Materials and that may be disposed of at any approved landfill according to the C of A or ECA issued from time to time to the operators of those facilities pursuant to the Environmental Protection Act (Ontario).
- yy) **“Site”** means the physical location of the MRF and/or Transfer Station.
- zz) **“Specifications”** means all written material or printed descriptions or instructions pertaining to the method and manner of performing the Work, or to the quantities and qualities of the works to be carried out under the Contract.
- aaa) **“SPI Code”** means the Society of the Plastics Industry voluntary coding system for plastic that identifies bottles and other containers, packaging and products by material type to help recyclers sort plastic by resin composition.
- bbb) **“Supervisor”** means the Contractor’s authorized representative in charge of the Work.
- ccc) **“Telephone Books”** means all telephone directories.
- ddd) **“Transfer Station”** means the machinery, equipment, buildings, structures, facilities, processes and operations located at the Contractor’s Site to accept and transfer Recyclable Materials to a certified MRF or to an End Market.
- eee) **“Tubs and Lids”** means a mixture of plastic tubs made of PP, LDPE and HDPE and some PS. Margarine, yogurt, cottage cheese and ice cream are examples of foods sold tubs.
- fff) **“Work”** means the total operations and related services required by the Contract Documents.

Section 2

Introduction

2. Introduction

2.1 Requirement

The Corporation of the County of Dufferin (Dufferin) is seeking proposals from qualified firms to provide either single stream or dual stream blue box processing services. The recyclables will be collected and delivered to meet the requirements of the processing facility. Services are to include: receiving, processing, invoicing Dufferin for services rendered and payment to Dufferin for the fair market value of the recyclable materials.

Revenues from the blue box material supplied by Dufferin are to be paid to Dufferin separately from that of the recyclable material processing fee as stipulated in the Bid Form (Appendix A).

2.2 Period of Proposed Contract

The period of contract is seven (7) years. The Contract Start date is January 1, 2013.

All Contract Prices will be adjusted using the define C.P.I. adjustment formula as defined in Appendix B.

2.3 Project Authority

The services provided will be subject to review and acceptance by Dufferin.

2.4 Inquiries

All inquiries regarding this Request for Proposals (RFP) are to be directed to treasury@dufferincounty.on.ca. Inquiries must be received in writing (e-mail) no later than Thursday February 9, 2012. All inquiries received, and the answers as provided by Dufferin will be provided to all Proponents by way of written addendum, no later than Thursday February 16, 2012 without naming the source of the inquiry.

2.5 Format of Proposal

Proposals should be submitted in the format requested, with an index and preferably including tabs where each of the Mandatory Requirements and Evaluation Criteria can be found. Proponents are requested to address these requirements in the order in which they appear in the RFP and in sufficient depth in their proposal. Items not addressed in the proposal will be deemed as either not meeting the Mandatory Requirement or given zero points under the Rated Criteria.

Any other supplemental documentation that does not respond directly to the information requested, such as corporate literature, must be submitted on CD or DVD. The County of Dufferin reserves the right not to consider supplemental documentation submitted on CD or DVD in the evaluation of submissions.

Section 3

Instructions to Proponents

3. Instructions to Proponents

3.1 Schedule of Events

Although every attempt will be made to meet all dates as identified below, Dufferin reserves the right to modify any or all dates at their sole discretion.

RFP Release Date	Thursday February 2, 2012
Last Date for Inquiries	Thursday February 9, 2012
Last Date for RFP Addendum to be issued	Thursday February 16, 2012
RFP Submission Date	Thursday February 23, 2012
Anticipated RFP Award Date	Friday March 9, 2012

3.2 Examination of Documents

Each Proponent must satisfy themselves by their own study of the RFP documents, by calculations, and where required, by personal inspection of the individual sites respecting the conditions existing or likely to exist in connection with the execution of the Works, as to the practicability of completing the Work successfully for the proposed price. There will be no consideration of any claim, after submission of Proposals, that there is a misunderstanding with respect to the conditions imposed by this Request for Proposal.

3.3 Errors and Omissions

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

3.4 Confidentiality

The data, statistics, figures, plans, drawings, designs, infrastructure data and documentation, and other information, documents, and material provided by Dufferin in this RFP or at any time during this RFP process, whether in oral, written, or machine readable form, are considered by Dufferin as confidential information. Any Proponent who receives a copy of this RFP, whether or not they submit a Proposal, shall maintain this information as strictly confidential at all times and shall not communicate such information, documents or materials to any third party without the prior consent of Dufferin, even after award of the Contract.

3.5 Ownership of Materials

All Proposals and materials submitted become the property of Dufferin and shall not be returned.

3.6 Freedom of Information

All correspondence, documentation and information provided shall become the property of the County. Any personal information required on the documentation presented is received under the authority of the Municipal Freedom of Information and Protection of Privacy Act, 1989, RSO, 1990. This information will be an integral component of the quote submission.

All written Proposals received by the County become a public record, once a Proposal is accepted by the County of Dufferin, and a contract is signed, all information contained in them is available to the public, including personal information.

Questions about collection of personal information and the Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, Chapter M.56, as amended, should be directed to:

The Corporation of the County of Dufferin
Attention: County Clerk
55 Zina Street
Orangeville, Ontario L9W 1E5
Phone: 519-941-2816 (2503)

The County Clerk has been designated by the Corporation of the County of Dufferin Council to carry out the responsibilities of the Act.

3.7 Conflict of Interest

The Proponent warrants that, to the best of its knowledge and belief, no actual or potential conflicts of interest exist with respect to the submission of the Proposal. Where Dufferin discovers a Proponent's failure to disclose all actual or potential conflicts of interest, Dufferin may, in addition to any other remedies available, disqualify the Proponent.

3.8 Withdrawal or Alteration of Proposals

A Proponent who has submitted a Proposal may submit a further Proposal at any time up to the specified time and date for RFP closing. The last Proposal received shall supersede and invalidate all Proposals previously submitted by that Proponent for this RFP.

A Proponent may withdraw or alter a submitted Proposal at any time up to the specified time and date for Proposal closing by submitting a letter bearing the Proponent's signature to the Director or the authorized representative who will mark thereon the time and date of receipt. The Proponent's name and the contract number shall be shown on the envelope containing such letter. Facsimiles (faxes), electronic mail, or telephone calls will not be accepted.

Alterations to the Proposal document may be made prior to the Proposal closing date providing they are legible and initialed by the Proponent's signing officer.

Proposals that fail to meet the minimum requirements; are incomplete, conditional, illegible or obscure; contain reservations, erasures, alterations incorrectly submitted, or irregularities of any kind may be rejected.

3.9 Proposal Submission

Proposals shall be submitted in a single, sealed envelope clearly marked, "**RFP# WM-12-01 Blue Box Recyclable Materials Processing**", should include the following Proposal Table of Contents:

- **Letter of Transmittal** containing a formal offer to provide the services
- **Technical Proposal** including all of the items required by this RFP
- **Financial Proposal** including all of the forms required by this RFP

Submit one (1) original and three (3) copies of your proposal, signed by an authorized official, in a single, sealed envelope, clearly identified as to contents and addressed to:

The Corporation of the County of Dufferin
Attention: Treasury Department, RFP# WM-12-01
55 Zina Street, 2nd Floor
Orangeville, ON L9W 1E5

Proposals **MUST** be received at this location NOT LATER THAN 2:00 P.M. LOCAL TIME, on February 23, 2012. Electronic or facsimile proposals will not be accepted. Late proposals will not be accepted and will be returned unopened.

The onus unequivocally remains with the Proponent to ensure that couriered bids are delivered to the Treasury Department, by closing time, in accordance with the submission process. Misdirected couriered bids, bids received after the closing date/time/place will not be accepted and will be returned unopened.

Submissions are to conform to the terms and conditions set out herein. Failure to do so will cause the submission to be rejected. Requests for extensions of closing date or time will NOT be granted and adjustments to bids by telephone or fax will not be considered.

Proposals will be opened in public with representatives from the County present, within one hour of closing in the J.C. Reid Room at 51 Zina St., Orangeville. Prices will NOT be read out; only the names of the bidders and receipt of the documents will be acknowledged.

3.10 Proposal Validity

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

3.11 Costs Incurred by Respondents

All expenses involved with the preparation and submission of proposals to Dufferin or any work performed in connection therewith shall be borne by the Proponent. No payment will be made for any proposals received, or for any other effort required of or made by the Proponent for the preparation time or submission of this proposal document.

3.12 Indemnification

The Successful Proponent shall indemnify and hold harmless the County, its officers, council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the County and against all loss, liability, judgements, claims, suits, demands or expenses which the County may sustain, suffer or be put to resulting from or arising out of the Successful Proponent's failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Successful Proponent, its agents, officials and employees.

3.13 Selection Process

An evaluation committee, overseen by Dufferin staff, will review all proposals received and score the proposals using a "**consensus**" approach, in relation to the criteria and points that are identified. Following the evaluation process, the evaluation committee will make a recommendation to County Council.

An award may be made solely on the basis of the proposal submission, without a meeting with the Proponent. However, one or more Proponents may be invited to attend a formal interview with the evaluation team, or to provide written clarification on their proposal.

3.14 Acceptance or Rejection of Proposals

The Corporation of the County of Dufferin does not bind itself to accept the lowest or any Proposal.

3.15 Subject to Approval

Any Contract resulting from the RFP process will be subject to funding availability through the budget process as approved by County Council.

The signed Proposal shall be taken as statement that:

- a) The Proponent understands the Instructions to Proponents and Scope of Work contemplated hereunder and agrees to comply with the Standard Terms and Conditions as well as all other terms, conditions and Specifications stated in the RFP; and
- b) The Proponent will honour the prices submitted on the pricing schedule and all other components of the Proposal.

3.16 Acceptance of Documents and County Rights

The Corporation of the County of Dufferin reserves the right in its absolute discretion to:

- Seek written clarification from any or all Proponents in relation to their Proposal;
- Vary, discontinue or cancel the procurement process, and/or commence a new procurement process for the same or similar deliverables, if it deems reasonable conditions exist to do so;
- Accept more than one Proposal;
- Provide additional written information to Proponents;
- Waive any irregularities or informalities in the process;
- Identify opportunities for collaborative responses to be offered for the delivery of specified services;
- Cancel, add or amend the information, requirements, terms, procedures, or processes set out in this document;
- Amend the proposed requirements, the description of services required or any other aspect of this document;
- Attempt to meet all dates noted in this RFP but reserves the right to modify any or all dates at its discretion; and
- These reserved rights are in addition to any other express rights under this RFP and other rights that may be implied in favour of Dufferin in the circumstances.

3.17 Legal Claims and Damages

The Corporation of the County of Dufferin reserves the right not to accept a Proposal from any person or corporation which includes any non-arms length corporation who, or which, has a claim or instituted a legal proceeding against Dufferin, or against whom Dufferin has a claim or instituted a legal proceeding with respect to any previous contracts, bid submissions or business transactions who is listed as either the proposed general contractor or subcontractor or vendor within the submitted Proposal.

3.18 Award

Dufferin reserves the right to accept or reject any Proposal(s) in whole or in part, to negotiate with the Successful Proponent(s) and to waive irregularities and omissions, if in so doing the best interests of Dufferin will be served. No liability shall accrue to Dufferin for its decision in this regard. Any Proposal or any part of any Proposal will not necessarily be accepted. The lowest priced Proposal does not necessarily constitute an award.

The evaluation team will prepare a report recommending the award, as applicable, for the March County Council. It is expected that approval will occur on or about March 9, 2012 and that the contract will be awarded prior to the end of April 2012.

3.19 Negotiations

Dufferin may award the Contract on the basis of Proposals received, without discussion. Each Proposal should, therefore, contain the Proponent's best terms and complete detailed information.

Dufferin reserves the right to enter into negotiations with any Selected Proponent(s). If Dufferin and the Preferred Proponent(s) cannot negotiate a successful agreement, Dufferin may terminate the negotiations and begin negotiations with the next Preferred Proponent(s). This process will continue until an agreement has been executed or all of the Proponent(s) have been rejected. Dufferin may also choose to utilize the Best and Final Offer process as a component of the negotiation. No Proponent shall have any rights against Dufferin arising from negotiations.

3.20 Privilege Clause

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

Proposals should be submitted in the format requested, with an index and preferably including the criteria subject to point rating in a clear identifiable location. If a Proponent feels that the conditions will restrict it unnecessarily in any way, it should so state in its proposal. Any deviation from the stipulated conditions should be given in detail with an explanation as to why such deviations are being proposed. The Corporation of the County of Dufferin reserves the right to accept any proposal as submitted without prior negotiations. It is the responsibility of the Proponent to obtain clarification of the requirements contained herein, if necessary, prior to submitting a proposal.

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

Dufferin does not accept proposals submitted by facsimile transfer machines or electronic mail.

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

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

Dufferin will only make official modifications to the RFP process, or to the actual “terms of reference” through official addendum issue. Any oral statement or other representation from any source should not be accepted as binding, unless confirmed through an official written addendum.

3.21 Evaluation Criteria

Proposal should include: (i) Mandatory Requirements, (ii) a Service Proposal that demonstrates understanding of the scope and particulars of the Project, and should clearly address the evaluation criteria; and (iii) in the same envelope, a Financial Proposal that addresses the RFP requirements. A total of 100 available points will be allocated to the Proposal as follows:

Evaluation Criteria

Category	Available Points
(i) Commercial Qualifications – Mandatory Requirements	Pass / Fail
(ii) Technical Proposal	
• Experience and Qualifications of the Proponent	20
• Technical Understanding, Feasibility and Impacts to County operations	50
(iii) Financial Proposal	30
Total Available Points	100

3.21.1 Commercial Qualifications Mandatory Requirements (Pass/Fail)

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

1. Completed Bid Form (Appendix A);
2. Completed Declaration of Proposal Submission (Appendix A);
3. Completed Form of Proposal Contractual Acknowledgement (Appendix A);

4. A copy of the Certificate of Approval or Environmental Compliance Approval (as appropriate), or other approvals, issued to the proponent from the Ministry of the Environment to allow the proponent to operate the MRF, including the authorization that the proposed MRF can accept blue box container material from the County (i.e. the approval allows the MRF to receive from a geographic area including the County);
5. A summary of any and all Orders issued by the Ontario Ministry of the Environment to the Proponent in the past five (5) years for all facilities owned and/or operated by the Proponent. If no Orders have been issued by the MOE to the Proponent, the Proponent is to state this is the Proposal.

And, in the case where a Contractor is NOT a Municipality or a Municipal Association:

4. A completed Agreement to Bond from a Bonding Company registered in the Province of Ontario or a Letter of Credit from a bank registered in the Province of Ontario, evidencing the ability of the contractor to provide a Performance Security in the amount of one hundred percent (100%) of the total annual amount of the contract, should the Proponent be contracted to perform the Work. Samples of the Agreement to Bond and Letter of Credit are provided in Appendix C. Proponents may provide their standard forms provided that they conform to the requirements of the sample forms. If a Proponent wishes to provide an alternate form of performance security, an Agreement to Bond would not be required (refer to Appendix B).

3.21.2 Technical Proposal (70 points)

Experience and Qualifications of the Proponent (20 points)

The successful respondent will be required to adhere to County of Dufferin Health and Safety Policy HS 1.08 (for a copy, please contact Dufferin). Proposals submitted in response to this RFP are to include a high level summary (maximum 5 pages) of proponent's current Health & Safety program, staff training program and any other related information.

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

1. Years operating the proposed MRF;
2. Number of MRFs operated;
3. Tonnes managed (at the proposed MRF and across all MRFs);
4. Resources available to the operator;
5. Facility description; and
6. Material specific capture rates and residual rates (by month, for the past twelve (12) months).

Technical Understanding, Feasibility and Impacts (50 points)

The proposal should include, but not necessarily be limited to, the following:

1. A firm commitment for processing capacity to the County over the proposed term;
2. A clear, workable method for attributing revenues;
3. A clear, workable method for accounting for the County portion of material at the facility;
4. A description of the process for receiving and accepting recyclables;
5. The maximum compaction value, as expressed as either a ratio (i.e. 2:1) or density (i.e. kg/m³), the MRF will accept for the delivered recyclable materials;
6. The method(s) used to preserve the material quality and achieve market value revenue;
7. Information related to audits including, but not necessarily limited to, those described in Section 4;
8. A clear, workable and fair method to attribute inbound contamination and outbound (post-processing) residuals to County of Dufferin loads;
9. A listing of acceptable materials and restrictions (if any) to the County for adding materials;
10. A facility location and travel time from Orangeville, Ontario;
11. Information related to the marketing efforts and material markets;

12. Information related to where the recyclable materials are currently marketed to (specifically, identify the province(s) and/or country(ies) to where recyclable materials (aggregate) are currently being marketed, expressed as a percent, and a percentage of each material type being marketed to each destination);
13. Provide contingency plans in the event of disruptions at the MRF (i.e. shutdowns);
14. Information related to the methods of communication between the Proponent and the County;
15. Information related to the Proponent's method(s) of invoicing;
16. Provide clear information related to the processing fee; such as:
 - a. Any factors and/or exclusions that may affect pricing
 - b. Any ability to negotiate the quoted price based on the County's material quality or quantity
17. The proposal should include a description of the facility's current status (such as "in operation", "being built", etc) and any other relevant information; and
18. Any Value Added Services the Proponent may have to offer.

3.21.3 Financial Proposal (30 points)

Proponents are required to complete Bid Form – Processing Fees (Appendix A).

An example of the financial evaluation would be to assign a specific number of points to the Financial Proposal that offers the lowest cost. Other Proposals will receive a financial score that is prorated based on their respective price (denominator) as compared to the Proposal with the lowest price (numerator) multiplied by the points available. For example, if the lowest price was \$100 per tonne, that Financial Proposal would receive a financial score of 30 points. A Financial Proposal that had a price of \$110 per tonne would receive a financial score of $(100/110) \times 30 = 27$ points.

Section 4

Terms of Reference

4. Terms of Reference

4.1 Background

The Corporation of the County of Dufferin is located approximately one (1) hour northwest of Toronto and is comprised of eight local municipalities, namely the Towns of Mono, Mulmur, Orangeville and Shelburne and the Townships of Amaranth, East Garafraxa, East Luther Grand Valley and Melancthon.

In September 2010, the County passed By-law Number 2010-29 which transfers the responsibility for waste management service delivery from all of the local municipalities to the County on December 31, 2012.

Should this RFP be awarded, Dufferin intends to issue a separate RFP for collection services which may or may not result in an increase to the collection frequency and/or result in the use of a transfer station to deliver the blue box recyclables to the Proponent's facility(ies).

4.2 Scope of Work

Dufferin is issuing this processing RFP in advance of a collection RFP so that the processing terms and conditions can be incorporated into the collection RFP. As such, Dufferin is requesting that Proponents provide the necessary information required to a) evaluate the processing proposals and b) accurately convey in its collection RFP the delivery specifications of recyclable materials to the Proponent's MRF.

Proposals should include, at a minimum, the following information:

1. Procedures for Receiving Recyclables
 - The operating hours that the MRF will be open to receive recyclable materials on during regular business days;
 - Information regarding how changes to the operating hours will be communicated;
 - Information on the statutory holidays that the MRF will not be open to receive and any additional days the MRF will be open to receive recyclables following a statutory holiday;
 - Information on acceptable material types and material specifications (i.e. maximum compaction rates, contamination, etc);
 - Information on current overall material recovery rate including supporting documentation
 - Information on the type(s) of delivery vehicles the MRF can accept (i.e. curbside collection vehicles, highway transfer trailers, etc); and
 - Information on how vehicles will be received, unloaded and generally processed while at the MRF, including normal operating hours "gate-to-gate" times
2. Method of Recyclables Acceptance
 - Information on how recyclables will be inspected by the MRF staff to verify its quality is acceptable; and
 - Information on any applicable load rejection procedure or fee structure for loads exceeding the contamination threshold.
3. Recyclable Material Audit and Data Tracking
 - Information on the weighing and data management process (i.e. issuance of weigh scale tickets, monthly tonnage reporting, etc);
 - Details on how Dufferin's recyclables will be kept separate from other sources of recyclables for accounting, billing and revenue purposes; and
 - Details on how the Proponent will assess the quality of the recyclables delivered by Dufferin (i.e. the Proponent's composition auditing process) and the frequency of the composition audits (Note, Dufferin will require, at a minimum, one (1) composition audit every quarter).

4. Method of Communications
 - Information on how issues, should any arise, will be addressed and communicated with Dufferin (i.e. drivers of delivery vehicles not following site rules or related to contaminated loads).
5. Method of Invoicing
 - Information on how Dufferin will be invoiced, including supporting information, for the recyclable materials delivered to MRF for processing and from the sale of the recyclable materials; and
 - Information on how Dufferin will be assured the revenue received from the recyclable materials provided is accurate.

4.3 Proponent’s Marketing Efforts

Dufferin is seeking to receive the highest possible revenue from the sale of the recyclable materials. In this regard, proposals should describe, in sufficient detail, the method(s) the Proponent will use / currently uses to obtain the highest possible revenues.

In addition to the description, Proponents are required to complete the following chart and include it with the Technical Proposal.

Using the Proponent’s per tonne, by material type, revenue attained during the month of January 2012 (expressed in Canadian dollars per metric tonne) from the Proponent’s proposed MRF, complete the following table based on the sample material composition and tonnage delivered during the month (January 2012). This should represent the revenues the Proponent would have received for the materials listed. If sales of material, either all or specific material types, are made or expressed in cents per pound, the Proponent is to convert the values into dollars (Canadian) per tonne (metric).

Material Type	Example Inbound Composition (%)	Example Inbound Tonnage	Revenue (\$CDN per tonne)
PET	2.9%	14	
HDPE	6.5%	30	
Tubs & Lids	3.4%	16	
Polycoat	1.3%	6	
Aluminum	1.6%	8	
Steel	5.6%	26	
Glass	7.3%	34	
Fibre (all types)	71.5%	333	
Totals	100%	467	

4.4 The Corporation of the County of Dufferin’s Responsibilities

Dufferin will be responsible for:

- Supplying the recyclable materials to the Proponent's facility
- Payment of regular monthly invoices within 30 days from receipt to the Contractor.

Dufferin will have the right to:

- Witness and participate in, as appropriate, any and all audits of the delivered material undertaken by the Proponent with the purpose of determining the quality and composition of the delivered materials;
- Right to visit, with prior notification and approval, the Proponent's MRF for the purposes of staff education, or any other bona fide reason, as determined by Dufferin and approved by the Proponent; and
- Witness, participate and/or audit, as appropriate, the Proponent's marketing efforts to verify that the Proponent is taking all reasonable efforts, as determined by Dufferin, to obtain the highest possible value (expressed in price per tonne) from the sale of recyclable materials. Furthermore and in addition to the requirements described in Section 3.20.2, Proponents are to include as part of the Technical Submission, information on how the Proponent will verify to Dufferin that the Proponent's marketing efforts satisfy this requirement.

4.5 The Proponent's Responsibilities

- Providing Proposal and Contract securities to Dufferin;
- Satisfying Dufferin, prior to the Contract start date, that processing capacity and capability will be available by the Contract start date;
- Providing a Contingency Plan that outlines the actions that will be taken to ensure Dufferin does not incur a disruption in processing services, or additional costs, should the Proponent's MRF be unable to process Dufferin's recyclable materials at any time during the Contract term;
- Meeting with Dufferin staff, as required, in advance of the Contract start date to review the progress of the facility's development. If either Dufferin or the Contractor determines that the facility will not be available to process the materials by the Contract start date, the above noted Contingency Plan must be put into effect at no additional cost to Dufferin;
- Meet with Dufferin staff, approximately once per month, to discuss any and all issues related to the contract; Dufferin reserves the right to request less frequent meeting;
- Providing to Dufferin monthly records of the tonnage of recyclable material received, processed and marketed
- Processing Dufferin's materials to end market specifications;
- Selling the recyclable materials at the best market rates available in the interests of Dufferin;
- Collecting and paying market revenues for the recyclable materials to Dufferin; and
- Undertaking and paying all costs associated with composition audits of the delivered material to determine its quality and composition

Provision of Security to the Corporation of the County of Dufferin

A Performance Security will be required from the successful Bidder prior to the execution of a Contract or the placing of a Purchase Order. Such Performance Security will be in accordance with the conditions set out in Section 3.20.1.

Such deposits, if applicable, will be retained until completion of the Contract to the satisfaction of Dufferin.

Failure of a Bidder to file the required information within seven (7) working days after being requested to do so may be considered sufficient grounds for rejecting the proposal and accepting the next lowest or any proposal or requesting new proposals.

Revenue Share

The Corporation of the County of Dufferin shall receive 100% of the revenue, net of any fees (as accepted by Dufferin), from the recyclable materials delivered to the Proponent's MRF.

4.6 Recyclable Material Quantities and Composition

The table below summarizes the quantities and composition of Dufferin's 2011 marketed material, as reported by its current blue box material processing contractor.

Material Type	Total Tonnes	% of Fibre	% of Containers	% of Total
HDPE	162	-	10.2%	2.5%
PET	364	-	22.8%	5.6%
Tubs & Lids	188	-	11.8%	2.9%
Polycoat	71	-	4.5%	1.1%
Aluminum	91	-	5.7%	1.4%
Steel	312	-	19.5%	4.8%
Glass	409	-	25.6%	6.3%
Containers Total	1,598	-	100%	28.5%
Fibres Total (ONP, OCC, mixed paper)	4,001	100%	-	71.5%
Total	5,599	-	-	100%

These quantities are based on 2011 data and are provided to give Proponents an indication of the general magnitude of the work and provide a basis for evaluating Proposals. The Corporation of the County of Dufferin in no way warrants or guarantees that such quantities will in fact be delivered or require processing or management and expressly disclaims any liability whatsoever arising from reliance or non-reliance on the data.

Appendix A

Financial Proposal

Appendix A – Financial Proposal

The Proponent offers to provide the services detailed herein and as further detailed in the Proponent’s proposal, to the acceptance of the Corporation of the County of Dufferin:

INSTRUCTIONS TO PROPONENTS

Processing Fee Calculation

1. Proponents are to provide an “All-in” processing fee inclusive of all items for a seven (7) year contract.
2. “Inclusive of All items” includes components such as: the “Per Tonne Processing Fee”, “Per Tonne Administration Fee”, “Per Tonne Marketing Fee”, “Per Tonne Capital Replacement Fee”, the cost for the composition audits and any “Other” fees such as: hauling and disposal costs for contamination and/or residue and moisture deductions.
3. Proponents are advised that if the submitted “All-in” processing fee is conditional, in any way, it should be clearly stated. Furthermore, if the submitted “All-in” processing fee does not contain all items (i.e. the proposal states that the disposal costs for contamination is extra), the evaluation team reserves the right to calculate an adjusted “All-in” processing fee to account for the costs associated with the extra items.

Note 1: Prices quoted shall be in Canadian funds.

Note 2: The “All-in” Processing Fee is not to include any adjustments/deductions for revenues from the sale of recyclable materials.

Note 3: The “All-in” Processing Fee is not to include any taxes.

Note 4: The “All-in” Processing Fee shall include the cost for the Proponent to carry out the incoming material composition audits. At a minimum, audits are to be done quarterly.

Bid Form - Processing Fees

		7 Year Contract
Material Stream	Estimated Annual Metric Tonnes	“All-in” Per Tonne Processing Fee
Dual Stream – Containers	1,598	
Dual Stream – Fibres	4,001	
Single Stream	5,599	

Signed this _____ day of _____, 2012.

(Print Name and Title)

(Signature)

(Print Company Name)

DECLARATION OF PROPOSAL SUBMISSION

TO THE
Corporation of the County of Dufferin
55 Zina Street
Orangeville, ON L9W 1E5

Page 1 of 2

The Proponent:

1. Agrees that the Proposal, including the Proponent's agreement to the County's Specifications and Conditions and prices submitted in the Form of Proposal, is irrevocable and continues to be open for acceptance for a period of ninety (90) days from the closing date of the RFP.
2. Agrees that all expenses incurred by the Proponent in responding to the RFP and in negotiating an agreement are the Proponent's sole responsibility and that the County of Dufferin shall not be liable under any circumstances for all or any such expenses, whether direct, indirect or consequential.
3. Agrees that any or all Proposals may be rejected; that any irregularity in any Proposal may be waived by the County of Dufferin; and further agrees that the Proposal Call process, or any part thereof, may be discontinued at any time:
 - a) Prior to the acceptance of a Proposal, or
 - b) After acceptance, if there are outstanding matters to be negotiated and a mutually satisfactory agreement is not concluded within thirty (30) days after said acceptance.
4. Warrants that it possesses the experience, knowledge, skills, ability and capacity to fully implement the Proposal in an effective, expeditious, efficient and good and worker like manner.
5. Shall, if its Proposal is accepted by the County of Dufferin, execute an agreement with the County of Dufferin in accordance with the RFP and the Proposal or, where there are outstanding matters to be negotiated, negotiate in good faith the outstanding matters to finalize an agreement with the County of Dufferin.
6. Agrees that no partnership shall be formed or any agency relationship created between the Proponent and the County of Dufferin by reason of the acceptance of the Proposal by the County of Dufferin.
7. Confirms that no person, firm or Dufferin has any interest in the Proposal other than the Proponent.
8. Agrees that this Proposal is made by the Proponent without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a Proposal for the same work and is in all respects fair and without collusion or fraud.
9. Agrees that no member of the County's Council or employee of County of Dufferin is, will be, or has become interested, directly or indirectly, as a partner, stockholder, surety or otherwise, howsoever, in or in the performance of the said Proposal or in the supplies to be used therein, or in any of the moneys to be derived there from.
10. Agrees that the Proponent has checked Biddingo's website and are in receipt of addendum(s) _____ to _____ inclusive, and the bid price includes the provisions set out in such addendum(s).

Signed this _____ day of _____, 2012.

(Print Name and Title)

(Signature)

(Print Company Name)

(Print Company Address)

(Print Telephone No.)

(Print Email Address)

(Print Fax No.)

FORM OF PROPOSAL

Contractual Acknowledgement

The Proponent hereby agrees to be legally bound by the provisions of the resulting Agreement. The Proponent further acknowledges and agrees that the final terms of the resulting Agreement with the Corporation of the County of Dufferin will be concluded and become legally binding on both parties upon receipt and acceptance by the Proponent of a Purchase Order issued by the Dufferin. The Proponent further agrees that acceptance of the Purchase Order will be deemed to take place five (5) business days after receipt of a Purchase Order, unless the Proponent provides the County with a written objection to, or refusal of, the Purchase Order within the said five (5) business day period.

Signed this _____ day of _____, 2012.

I have the authority to bind the Company

(Print Name and Title)

(Signature)

(Print Company Name)

(Print Company Address)

(Print Telephone No.)

(Print Email Address)

(Print Fax No.)

The Proponent is to certify that the costs offered to the County in response to this competitive opportunity are at least as low as those offered to their best/most favoured clients for work similar scope and magnitude. Should an audit, or subsequent information demonstrate that the certification is in error, it is agreed that the Contractor shall make re-payment to the County in the amount found to be in excess of the lowest unit rates.

Proponent accepts:

(Print Proponent Name)

(Date)

Appendix B

General Conditions

Appendix B – General Conditions

1. DEPOSIT(S)/PERFORMANCE BOND(S)/INSURANCE:

If required elsewhere in this document, the Contractor shall provide Tender/Quotation Deposits and/or Performance Bonding and Liability Insurance from financial institutions licensed to carry on operations in the Province of Ontario, Canada.

2. BONDING (either):

(i) Agreement to Bond / Letter of Credit

The Proponent shall include with his Proposal the Agreement to Bond or Letter of Credit in the form enclosed herewith, executed under its corporate seal by the surety company from which he proposed to obtain the bond.

(ii) Performance Bond

The Proponent agrees that he will furnish a contract performance bond in the amount of 100% of the average annual contract amount. Such performance bond shall guarantee faithful performance of the Contract during the period of the Contract, including the period of guaranteed maintenance and warranty.

(iii) Alternative Performance Securities

Shall be in the form of cash, a certified cheque by the Bank upon which it is drawn, a Bank Cheque, a Money Order or an Irrevocable Bank Letter of Credit.

Any costs associated with these items are the responsibility and cost of the bidder.

This bond shall guarantee all conditions as set out in the contract, including not only all matters pertaining to the proper execution of the work, but also all matters for which the contract is responsible throughout the period of the contract.

Failure of a Bidder to file the required information within seven (7) working days after being requested to do so may be considered sufficient grounds for rejecting the bid and accepting the next lowest or any bid or requesting new bids.

3. INSURANCE

The Contractor shall keep in force for the duration of the Contract, Public Liability and Property Damage Insurance in an amount not less than \$3,000,000 per occurrence with the County of Dufferin named as additional insured. Without limiting the foregoing, such Insurance Coverage shall include Comprehensive General Liability, Contractual Liability, Personal Injury, and Contingent Liability with respect to Subcontractors as well as Non-Owned Automobile coverage, Cross Liability and Severability of Interest clauses.

The Contractor agrees to insure all vehicles used by him/her for public liability and property damage in the amount of \$2,000,000 inclusive, and the said Contractor will further undertake to indemnify the County against any liability of any kind or nature whatsoever occasioned by reason of the operation of the Contractor's equipment.

The Contractor shall submit proof of such insurance in the form of an Insurance Certificate which shall contain a firm undertaking by the Insurer to give the Owner 30 days notice prior to any cancellation or modification of such insurance.

If the Contractor fails to meet the requirements of this section within 7 Business Days of receipt by the Contractor of the award letter, the Owner, at its sole option, shall have the right to terminate the Contract.

The policies will not be altered to the detriment of the County, cancelled or allowed to lapse without giving 30 days written notice to The Corporation of the County of Dufferin and shall remain in force from Contract execution to the end of the Warranty period.

The Corporation of the County of Dufferin must be included as Additional Insured with respect to the Commercial General Liability policy.

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

The Corporation of the County of Dufferin may require coverage for other hazards as required on a project basis.

The Corporation of the County of Dufferin reserves the right to modify the insurance requirements as deemed suitable.

4. HEALTH and SAFETY

The Contractor covenants that all his employees are knowledgeable in, and follow the regulations which pertain to their duties which are included in the *Occupational Health and Safety Act* (R.S.O.) 1990, as amended. It should be understood that any contravention of the Act could be considered cause for the County of Dufferin to terminate the Contract.

The Contractor agrees that any damages or fines that may be assessed against the County of Dufferin by reason of a breach or breaches of the *Occupational Health and Safety Act* (R.S.O.), 1990, as amended, by the Contractor or any of its subcontractors will entitle the County of Dufferin to offset the damages so assessed against any monies that the County of Dufferin may, from time to time, owe the Contractor under this Contract or under any other contract whatsoever.

Contractors must work in compliance with the *Occupational Health and Safety Act* and observe obligations relating to Workplace Hazardous Materials Information System (WHMIS).

5. WORKPLACE SAFETY AND INSURANCE BOARD:

The Contractor shall pay to the appropriate provincial Board/Commission all assessments and levies owing to the Board/Commission in respect to any resulting contract and any unpaid assessments or levies shall be the sole responsibility of the Contractor.

Prior to commencing work, Contractors required to be registered in Ontario, must provide evidence of compliance with the requirements of the Province of Ontario with respect to workers' compensation insurance.

Out-of-province Contractors are not exempt from having to register and must comply with the requirements of the Workplace Safety and Insurance Board of Ontario. Prior to commencing work, out-of-province Contractors not required to be registered in Ontario shall provide:

Written confirmation from the Workplace Safety and Insurance Board of Ontario stating the Contractor is not required to be registered in Ontario; and, Evidence of compliance with the requirements of the province or territory of the Place of Business with respect to workers compensation insurance.

At any time during the term of the contract, when requested by the County of Dufferin, the Contractor shall provide such evidence of compliance by himself/herself and his/her Subcontractors. Failure to provide satisfactory evidence in respect to workers compensation insurance shall result in payment being held until satisfactory evidence of compliance, has been received by the Contractor.

6. ANNUAL PRICE ADJUSTMENT

The prices for work done under this contract will be adjusted annually starting in the second year of the contract based on the Statistics Canada Consumer Price Index (C.P.I) Ontario – All items (1986 = 100). The price adjustment will be based on the December C.P.I. and will be effective January 1 of each year. The formula used shall be as follows:

$$\text{New Price} = \text{Request for Proposal Bid Price} \times \left(\frac{\text{Ontario C.P.I. for December 2013}}{\text{Ontario C.P.I. for December 2012}} \right)$$

The resulting new price may be greater or less than the previous year's price.

7. BLACK OUT PERIOD:

No addendum(s) will be issued within seven (7) days prior to bid closing. All addendum(s) become part of the bid documents and must be acknowledged and/or submitted as instructed with the bid. All addendum(s) will be posted on the County of Dufferin's website and/or other publicly available procurement websites; all submissions shall indicate separately, Harmonized Sales Tax (H.S.T.). It is the responsibility of the bidder to verify with the Customs and Excise Branch of Canada Customs and Revenue Agency any rulings for payment of tax or tax exemptions. Prices quoted shall be in Canadian funds inclusive of customs, duty and freight and F.O.B. job site, Orangeville, Ontario.

It is the Bidder's sole responsibility to check the website(s) for addendum(s) prior to submitting their bid. Any bid received without addendum(s) acknowledged and/or submitted as instructed will be rejected.

8. LITIGATION:

No bid will be accepted from any Bidder inclusive of its subcontractor(s), which has a claim or instituted a legal proceeding or has threatened a claim or instituted a legal proceeding against The Corporation or against whom the Corporation has a claim or instituted a legal proceeding with respect to any previous contract, without prior approval by Council.

9. ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE:

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

10. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (MFIPPA):

R.S.O., 1990, CHAPTER M. 56, AS AMENDED AND THE MUNICIPAL ACT, 2001, S.O. 2001, CHAPTER 25, AS AMENDED

The Corporation of the County of Dufferin is a public institution and as such is required to adhere to legislation, including but not limited to the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, and the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) R.S.O. 1990, Chapter M.56, as amended. All Quotations, Tender and Proposal responses submitted become the property of the County. Proponents should be aware that any and all documents submitted to Dufferin, including but not limited to Quotations, Tenders, Proposals, correspondence, e-mails and memoranda, will be subject to the protection and disclosure provisions MFIPPA. Proponents are advised that Dufferin may be required to disclose these documents in part or in their entirety pursuant to the provisions of MFIPPA, unless the disclosure would be harmful to the Proponents business interests or would be an unreasonable invasion of personal privacy as defined in MFIPPA. Proponents are reminded to identify in their Quotation, Tender or Proposal material, and in any other documents submitted to Dufferin, any specific financial, scientific, technical, commercial proprietary, or similar confidential information, the disclosure of which could reasonably expect to cause them harm. Complete Quotations, Tenders or Proposals are not to be identified as confidential. **PROONENTS MUST HIGHLIGHT CLEARLY WITHIN THEIR QUOTATION, TENDER OR PROPOSAL OR ANY OTHER DOCUMENT INFORMATION THEY CONSIDER TO BE CONFIDENTIAL.** Quotations, Tenders and Proposals submitted to Dufferin become subject to the laws that govern the operations of a public institution and Dufferin cannot assure Proponents that any portion of a Quotation, Tender, Proposal or other document, can be kept confidential under MFIPPA if Dufferin is required to disclose any such document as a result of direction by the Information and Privacy Commissioner/Ontario or as may be required by the Municipal Act. The information contained in this document may be utilized by the Proponent's solely for the purpose of preparing a submission to Dufferin. Any other use of the information for any other purpose is not authorized by Dufferin.

11. PERMITS, LICENSES AND REGULATIONS:

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

12. AUTHORITY TO CHANGE:

No changes shall be made from this document without the approval of the Department tendering. Staff do not have the authority to request changes.

13. ASSIGNMENT:

The Contractor shall not assign the Contract nor the proceeds without the written consent of the County.

14. TAKING THE WORK OUT OF THE CONTRACTOR'S HAND:

Where the Contractor becomes bankrupt or insolvent, delays commencing or diligently executing the Work, abandons the Work or has otherwise failed to perform any of the provisions of the Contract, the County may, without previous notice and without process or suit at law, take the work out of the hands of the Contractor and have it completed by whatever means are considered necessary. In addition to any other remedy available in law or equity, the County may use all monies due on the Contract to correct or complete the work.

Appendix C

Agreement to Bond and Letter of Credit

Appendix C1 – Sample Agreement to Bond

_____ (CONTRACTOR)

has submitted a written request for proposal to

THE CORPORATION OF THE COUNTY OF DUFFERIN (OBLIGEE)

In consideration of the Obligee accepting the request for proposal and executing an agreement with the Contractor for:

Blue Box Recyclable Materials Processing
RFP# WM-12-01

We the Surety agree to issue for the contractor the following bonds:

(a) Performance Bond of One Hundred Percent (100%) of the average annual contract amount

It is a condition of this Agreement that if the above mentioned Request for Proposal is accepted, application for said bonds must be made to the undersigned within ninety (90) days of the execution of the contract related thereto, otherwise this Agreement shall be null and void.

Dated at _____ this _____ day of _____, 2012.

Name of Bonding Company

Attorney-in-fact

NOTE:
Bonding companies may submit the Agreement to Bond on their standard forms provided they conform to this form.

Appendix C2 – Sample Letter of Credit

Name of Bank: _____ Date Issued: _____
Letter of Credit No: _____ Amount: _____

Issued subject to the Uniform Customs and Practices for Documentary Credits being ICC Publication UCP 500.

To: The Corporation of the County of Dufferin
Address: 55 Zina Street, Orangeville, ON L9W 1E5

We Hereby Authorize you to draw on the

for the amount of _____
Up to the aggregate amount of _____ dollars
(\$ _____) available on demand.

Pursuant to the request of our customer: _____
we, the _____ hereby

Establish and give you an Irrevocable Letter of Credit in your favour in the above amount which may be drawing on you at any time and from time to time, upon written demand for payment made upon us by you which demand we shall honour without enquiring whether you have the right as between yourself and the said customer to make such demand, and without recognizing any claim of our said customer, or objection by payment by us.

Demand shall be by way of Letter signed by the Clerk of the Corporation under the Corporate seal attached to which shall be the original Letter of Credit. Presentation shall be made to the bank at:



REQUEST FOR PROPOSAL (RFP) BLUE BOX RECYCLABLE MATERIALS PROCESSING

ADDENDUM NO 1

RFP #: WM-12-01

PROPOSERS ARE TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY
COMPLETING AND SUBMITTING THE DECLARATION OF PROPOSAL SUBMISSION
FOUND IN APPENDIX A OF THE RFP

Question 1

How is the blue box material currently being collected – single stream or dual stream?

Answer 1

Some of the local municipalities promote single stream and some promote dual stream collection. As stated in RFP Section 2.1, the County will collect and deliver the recyclable materials to meet the requirements of the processing facility. As stated in RFP Section 4.1, responsibility for collection will be transferred to the County from the local municipalities on December 31, 2012.

Question 2

What is the County's current diversion rate?

Answer 2

The diversion rate for each of the local municipalities of Amaranth, East Garafraxa, East Luther Grand Valley, Melancthon, Mono, Mulmur, Orangeville and Shelburne can be found at www.wdo.ca.

Question 3

What is the County's current residue rate?

Answer 3

For the purposes of bid preparations, Proponents are to assume a 5% contamination rate.

Question 4

Is a County material audit available?

Answer 4

No.

Question 5

What is the County's WDO tonnage for 2010?

Answer 5

Refer to Answer 2.

Question 6

How is the material currently being delivered to the processing facility – direct in collection vehicle or bulked and transported in transfer trailer?

Answer 6

Refer to RFP Section 3.21.2 and RFP Section 4.2(1); Proponents are to provide information on the receiving requirements of the proposed MRF.

Question 7

Section 1 "Definitions" sub section VV Recyclable Material - This is a very open description and allows the County to add any material at any time. Would the County consider changing "by Dufferin or the Proponent" to "by Dufferin and the Proponent jointly"?

Answer 7

The definition describes, in general, the currently acceptable material by the individual local municipality's programs. As stated in this definition as well as in RFP Section 3.21.2 and RFP Section 4.2(1), Proponents are to provide, "a listing of acceptable materials and restrictions (if any) to the County for adding materials and "information on acceptable material types and material specifications".

Question 8

Section 1 "Definitions" sub section VV Recyclable Material - Materials included in the Definitions section include: Residue, Polypropylene, Polyvinyl chloride, Polystyrene, Other Plastics, Mixed Plastics, Film Plastic, PET, HDPE, LDPE, Tubs and Lids. This list is different than the list in the table at Section 4.3 and Section 4.6. Will the county confirm or list what materials are "recyclable materials" for the base proposal?

Answer 8

Refer to Answer 7; Proponents are advised to complete and submit the table shown in RFP Section 4.3.

Question 9

Section 1 "Definitions" - The material definitions have no limit on the size of the materials. This could allow 15 liter PET and 5 Gallon and 10 Gallon or larger type containers into the system. Also very large OCC can cause issues. Also in determining recyclable materials extremely small items (like small post it notes, business cards, small plastic lids, shredded paper are very difficult to capture reliably. Please confirm the maximum and minimum size of materials for them to be considered Recyclable Materials.

Answer 9

Refer to Answer 7.

Question 10

Section 3.21.2 - For a new plant to be constructed between the bid close and the start of the contract how should the contractor respond to "Experience and Qualifications of Proponent" subsection 6 and what impact will this have on the scoring of a plant not yet in operation and what supporting documentation will currently operating plants need to provide to substantiate this data?

Answer 10

Proponents may propose to use an interim processing facility until the proposed facility is available. In this case, Proponents may elect to submit two (2) Bid Forms outlining the "All-in" processing fee for each facility or may elect to submit a single Bid Form for the "All-in" processing fee. Refer to RFP Section 3.21.2(13) and RFP Section 4.5. RFP Section 3.21 outlines the evaluation criteria.

Question 11

Section 4.5 bottom of page 20, Revenue Share - This seems to indicate that the County is entitled to the value of the material delivered to the MRF as opposed to that sold by the MRF. However, the clause also indicates 100% of the revenue from the recyclable materials which suggests this is the value of the material actually sold. Please confirm what the county is entitled to 100% of, the revenue from the material sold or the market value of 100% the recyclable material delivered?

Answer 11

Proponents are to remove the following paragraph:

Revenue Share

The Corporation of the County of Dufferin shall receive 100% of the revenue, net of any fees (as accepted by Dufferin), from the recyclable materials delivered to the Proponent's MRF.

And replace it with the following:

The Corporation of the County of Dufferin shall receive 100% of the revenue from the recyclable materials delivered, accepted and marketed by the Proponents MRF. The composition audits will be used as the basis for payment.

Question 12

Section 4.5, Revenue Share - Please indicate the type of fees that will be accepted by the County. Confirm "100% of the revenue" will be net of any shipping, brokerage and insurance required to move product to market. Will the cost of transportation and disposal of residue be considered a "Fee" that can be netted?

Answer 12

Refer to Appendix A – Financial Proposal, "*Instructions to Proponents*". Proponents are advised to complete and submit the table shown in Section 4.3.

Question 13

Section 4.6 Recyclable Materials Quantities and Composition - This section does not indicate any non-recyclable material. Further in Section 4.4 the County only has the responsibility to deliver "recyclable material". There is no allowance for non-recyclable materials in the delivered stream. This is different than residue. Can the county indicate the current percentage of the collected/delivered stream that is non-recyclable?

Answer 13

Refer to Answer 3. The contamination rate, when expressed in tonnes, would be in addition to the tonnage shown in RFP Section 4.6 and Appendix A – Bid Form.

Question 14

Appendix A - Processing Fee Calculation - Please confirm if the processing fee is charged on the tonnes captured and marketed or if it is on the tonnes received at the MRF from the County?

Answer 14

The "All-in" Processing Fee will be paid based on the tonnes of recyclable material delivered and accepted by the Proponent.

Question 15

If Processing Fee is on captured/marketed tonnes there is little incentive for the County to invest in delivered material quality through education or the collection forces policing the boxes collected. Other municipalities experienced significant increases in the amount of non-recyclables in the delivered stream due limited education and policing if boxes. This significantly hurts the MRF. What adjustments to price or accommodation will the County allow to address increases in non-recyclable material in the delivered stream over the life of the contract if Processing Fee is on marketed tonnes?

Answer 15

Refer to RFP Section 3.21.2 and RFP Section 4.2(2). The County will work proactively with the Successful Proponent, the public and its eventual collection contractor to ensure the quality of the recyclable materials delivered to the Proponents MRF is acceptable.

Question 16

What is the County's inbound contamination rate and outbound residual rate?

Answer 16

Refer to Answer 3.

Question 17

In order to evaluate the actual and total system costs of all bids, how will the County calculate the hauling cost from the County to each proponent's facility?

Answer 17

Refer to Answer 10.

Question 18

Please clarify if the facilities mentioned in subsection 5 of Section 3.21.1 on page 15 refer to the type of facilities providing the services contemplated in this RFP.

Answer 18

Correct.

Question 19

On page 15, Section 3.21.2, the proponent is required to provide the County with material specific capture rates and residual rates. For which MRFs is the proponent required to provide this information (i.e. the reference MRF or all MRFs operated by the proponent)? How would the County like us to present this information (i.e. by year, by month, averaged over all MRFs, etc.)?

Answer 19

The information is to be provided based on the proposed MRF.

Question 20

On page 18, Section 4.2, the proponent is required to provide information on current overall material recovery rates including supporting documentation. Please clarify what kind of documents are required to respond to this requirement.

Answer 20

Refer to Answer 19. The nature of the supporting documentation is at the discretion of the Proponent.

Question 21

On page 18, Section 4.2, the proponent is required to provide information on how vehicles will be received, unloaded and generally processed while at the MRF, including normal operating hours "gate-to-gate" times. Please clarify the meaning of "normal operating hours 'gate-to-gate' times". Is this the time from the truck weights in on the scale to the time it weighs out? Further, the unloading time is different for different types of vehicles (e.g. walking floor trailer versus collection truck). A walking floor trailer can take over half an hour to walk off the load. As such, this will affect the "gate-to-gate" time. Please clarify.

Answer 21

"Normal operating hours" refers to the normal operating hours that the Proposed MRF is open to receive vehicles. "Gate-to-gate" time refers to the processing time, at the Proposed MRF, that it will generally or likely will, take for a vehicle to weigh-in, tip and weigh-out.

Question 22

Can the County provide the estimated composition for the three streams of fibre in tables in Sections 4.3 and 4.6? This information is essential as the pricing is a function of the composition.

Answer 22

No; Refer to Answer 2.

Question 23

On page 21, Section 4.6, percentage of total containers adds up to 24.6%, not 28.5%. Please clarify.

Answer 23

Proponents are to remove the table in RFP Section 4.6 and replace it with the following:

Material Type	Total Tonnes	% of Fibre	% of Containers	% of Total
HDPE	162	-	10.2%	2.9%
PET	364	-	22.8%	6.5%
Tubs & Lids	188	-	11.8%	3.4%
Polycoat	71	-	4.5%	1.3%
Aluminum	91	-	5.7%	1.6%
Steel	312	-	19.5%	5.6%
Glass	409	-	25.6%	7.3%
Containers Total	1,598	-	100%	28.5%
Fibres Total (ONP, OCC, mixed paper)	4,001	100%	-	71.5%
Total	5,599	-	-	100%

Question 24

On Page 30, the RFP states that all submissions shall indicate Harmonized Sales Tax (H.S.T.) separately, however on page 23 in the Financial Proposal a space for HST has not been allotted. Please clarify how proponents are to state HST in their proposal.

Answer 24

For clarification, HST is not to be included in the "All-in" processing fee, as described in Appendix A – Financial Proposal. HST will be paid by Dufferin on the monthly invoices submitted by the Successful Proponent.

Proponents are to remove the following paragraph from Appendix B – General Conditions (item 7):

No addendum(s) will be issued within seven (7) days prior to bid closing. All addendum(s) become part of the bid documents and must be acknowledged and/or submitted as instructed with the bid. All addendum(s) will be posted on the County of Dufferin's website and/or other publicly available procurement websites; all submissions shall indicate separately, Harmonized Sales Tax (H.S.T.). It is the responsibility of the bidder to verify with the Customs and Excise Branch of Canada Customs and Revenue Agency any rulings for payment of tax or tax exemptions. Prices quoted shall be in Canadian funds inclusive of customs, duty and freight and F.O.B. job site, Orangeville, Ontario.

And replace it with:

No addendum(s) will be issued within seven (7) days prior to bid closing. All addendum(s) become part of the bid documents and must be acknowledged and/or submitted as instructed with the bid. All addendum(s) will be posted on the County of Dufferin's website and/or other publicly available procurement websites. It is the responsibility of the bidder to verify with the Customs and Excise Branch of Canada Customs and Revenue Agency any rulings for payment of tax or tax exemptions. Prices quoted shall be in Canadian funds inclusive of customs, duty and freight and F.O.B. job site, Orangeville, Ontario.

Question 25

Please clarify the variance between the CPI definition (i.e. All items excluding Gasoline) and the CPI definition in General Conditions #6. The definition in GC #6 is the most appropriate indicator for the type of work contemplated in this RFP and it is commonly used in most other municipal recyclable materials processing contracts.

Answer 25

Proponents are to replace the definition as follows:

“Consumer Price Index (CPI)” means the Consumer Price Index for Ontario, all items, as published by Statistics Canada or a comparable successor to such price index should the Consumer Price Index for Ontario, be discontinued in its present form.

Question 26

3.21.1 #5, Reference to any and all MOE orders on all facilities. Is the question only in relation to recycling facilities?

Answer 26

Refer to Answer 18.

Question 27

3.21.2 - Experience and qualifications of the proponent - #4, Resources available to the operator. Could you provide some clarification as to what would be a resource, eg; the ability to expand, capital funds, staffing expertise?

Answer 27

The examples stated in the question could be considered “resources” but are not necessarily limited to these.

Question 28

3.21.2, Technical Understanding, Feasibility and Impacts - #11, Information related to the marketing efforts and materials marketing. Could you be more specific as the type of information you are seeking.

Answer 28

Refer to Answer 10.

Question 29

4.6, Material Composition. - Are the materials listed in 4.6 the only materials requiring marketing? Will more materials be added and if so will the “all in” processing price be negotiated to reflect the new basket of commodities?

Answer 29

Refer to Answer 7.

Question 30

General Conditions Section 2 (ii) states that the performance bond is to cover the period of the Contract, “including the period of guaranteed maintenance and warranty.” The RFP does not specify what the period of guaranteed maintenance and warranty is and moreover, this is not a common requirement in recyclables processing contracts. As such, we request that the County remove the statement “the period of guaranteed maintenance and warranty” from Section 2 (ii) of General Conditions.

Answer 30

Proponents are to delete the following from Appendix B – General Conditions 2(ii):

Performance Bond

The Proponent agrees that he will furnish a contract performance bond in the amount of 100% of the average annual contract amount. Such performance bond shall guarantee faithful performance of the Contract during the period of the Contract, including the period of guaranteed maintenance and warranty.

And replace it with the following:

Performance Bond

The Proponent agrees that he will furnish a contract performance bond in the amount of 100% of the first year contract amount, based on the estimated tonnage provided in Appendix A. Such performance bond shall guarantee faithful performance of the Contract during the first year of the Contract.

RFP Clarification

Proponents are advised that an annual, renewable Bond, Letter of Credit or alternative performance security satisfactory to the County is acceptable. It is expected the performance security will be reviewed and adjusted annually based on the annually adjusted contract value.

Question 31

A performance security for 100% of the annual value of the contract is excessive and an unnecessary cost to the County. The processing facility that will manage the material is not dedicated so the risk to the County is quite small. A 20% security would be more than adequate. Please review the security.

Answer 31

Refer to RFP Clarification above. A performance security equal to 100% of the first year contract amount is required. The Performance Security will be reviewed and renewed annually.

Question 32

The need for a high level summary of Health & Safety / Training seems pedantic at this time. It is not common practice to provide this level of information at the RFP stage. It is common to request a current WSIB clearance certificate as proof of good standing. Should the County wish more details about H&S protocols it would be part of negotiations with the successful proponent. Please remove the condition for this information during this stage of the process and replace with the statement such as "the facility will be operated in a safe manner and by qualified and trained personnel" or similar language.

Answer 32

Refer to RFP Section 2.5 and RFP Section 3.20.

Question 33

Is the County asking for a dedicated facility? Section 3.21.2 contains requests that would indicate a dedicated facility. Please explain further the requirements contained in Section 3.21.2.

Answer 33

The County is seeking processing capacity for its blue box recyclable materials. Proposals are to identify to where the recyclables are to be delivered. From this delivery location, the recyclables may be processed by the Proponent at a single or multiple facilities. However, the "All-in" processing fee is to include the cost for haulage and processing regardless of the processing location.

RFP Section 3.21.2 outlines the information against which the technical aspects of the proposals will be evaluated.

Question 34

Is any part of the County recycling program currently being collected single stream or is it 100% dual stream collection?

Answer 34

Refer to Answer 1.

Question 35

The material composition in Section 4.6 has an extremely high percentage of fiber (71.5%) and does not include a non-recyclable material component. All curbside recyclables contains some percentage of non-recyclables. Is this composition an accurate representation of the material and how was this information derived? Please provide an estimate of non-recyclable material in the composition.

Answer 35

Refer to Answer 3.

Question 36

Will the County consider a 2 week extension to the closing date of this RFP?

Answer 36

The RFP closing date and time will not be changed.