



BLUE BOX RECYCLABLE MATERIALS PROCESSING

Request for Proposal Reference: RFP-2019-07

Closing Date: 2:00:00 p.m., Wednesday, March 13, 2019

THE CORPORATION OF THE CITY OF STRATFORD

Infrastructure and Development Services Department

Accessible Documentation

Should you require a copy of this document in accessible formats, please contact the purchasing department at 519-271-0250 ext. 280 or purchasing@stratford.ca.

All Proponents shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Proponent to download the Bid Call Document, to receive Addenda/Addendum email notifications, download Addendums and to submit their bid electronically through the Bidding System.

ELECTRONIC PROPOSAL SUBMISSIONS ONLY, shall be received by the Bidding System, no later than **2:00:00 p.m. (14:00:00 hours) local time, on Wednesday Wednesday, March 13, 2019.**

HARD-COPY PROPOSAL SUBMISSIONS SHALL **NOT** BE ACCEPTED.

The closing time shall be determined by the Bidding System web clock.

Proponents are cautioned that the timing of their Proposal Submission is based on when the Bid is **RECEIVED** by the Bidding System, **not** when a Bid is submitted by a Proponent, as Bid transmission can be delayed in an *"Internet Traffic Jam"* due to file transfer size, transmission speed, etc.

For the above reasons, the City of Stratford (City) recommends that Proponents allow sufficient time to upload their Proposal Submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System web clock.

Proponents should contact the Purchasing Clerk listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Proponent advising that their bid was submitted successfully. If you do not receive a confirmation email, contact the Purchasing Clerk immediately.

Late Proposals shall not be accepted by the Bidding System.

To ensure receipt of the latest information and updates via email regarding this bid or If a Proponent has obtained this Proposal Document from a third party, the onus is on the Proponent to create a Bidding System Vendor account and register as a Plan Taker for the bid opportunity at the at Stratford.bidsandtenders.ca.

Questions - if a Bidder needs to address any discrepancies, errors and/or omissions in the Bid Document, or if they be in doubt as to any part thereof they shall submit questions in writing through the City's Bid Opportunities website using "**Submit a Question**" link associated with this bid opportunity.

The deadline to submit questions is Wednesday, February 27, 2019. Responses to any questions shall be posted in a timely manner and accessible by all Bidders.

To be considered, the Proposal must be received by the Bidding System on or before **2:00:00 p.m. (14:00:00 hours) local time, on Wednesday March 13, 2019.**

The City shall not be responsible for responding to questions that are sent other than through the designated "Submit a Question" link. The City may not respond to questions received after the Deadline for Questions, as stated above. No such questions or other communications are to be directed to anyone other than the Purchasing Clerk. The City is under no obligation to provide additional information, and the City is not responsible for any information provided by or obtained from any source other than by written addendum issued by the Purchasing Clerk.

Proponents may edit or withdraw their Proposal Submission prior to the closing time and date. However, the Proponent is solely responsible to:

- i) Ensure the re-submitted bid is RECEIVED by the Bidding System no later than 2:00:00 p.m. (14:00:00 hours) local time, on the Bid Closing Date.

Purchasing Clerk: Kathy Lauze

Email: klauze@stratford.ca

(Do not send bid submissions to this address, submit your bid only through the Bidding System, as directed)

Telephone: 519-271-0250 ext. 280

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1.0 INTRODUCTION

1.1 Requirement

The City of Stratford is seeking proposals from qualified firms to provide single stream blue box processing services. The material will be collected and delivered to meet the requirements of the processing facility.

Services are to include: receiving, processing, invoicing Stratford for services rendered and payment to Stratford for the fair market value of the recyclable materials.

Revenues from the blue box material supplied by the City are to be paid to the City or are to be subtracted from the processing fee to be invoiced to the City.

Period of Proposed Contract

The proposed period of contract is seven (7) years. The Contract start date could be as early as May 1, 2019, and possibly as late as January 2, 2020.

1.2 Annual Price Adjustment

All Contract Prices will be adjusted using the CPI adjustment formula. 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:

$$\text{New price} = \text{RFP price} \times \frac{\text{Ontario C.I.P. for December 2021}}{\text{Ontario C.I.P for December 2020}}$$

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

1.3 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.

2.0 PROJECT SCHEDULE

The following is a tentative schedule to assist Proponents:

Description of Activity	Date
Release of Proposal	Thursday, February 21, 2019
Deadline for Questions/Enquiries	Wednesday, February 27, 2019
Response to Questions/Enquiries	Wednesday, March 6, 2019
Closing of Proposal	Wednesday, March 13, 2019
Evaluation Period	Week of March 18 – 22, 2019
Award	Week of April 8 – 12, 2019

Although every attempt will be made to meet all dates, the City reserves the right to modify any or all dates at its sole discretion.

3.0 SUBMISSION INSTRUCTIONS

3.1 General

Submission of a proposal indicates acceptance by the Proponents of all the terms, conditions, and specifications contained in the Request for Proposal unless clearly and specifically noted in the proposal submitted and confirmed in the formal contract between the City and the Proponent. Deviations from the RFP must be clearly identified in the written submission.

This Request for Proposal document, the Proponent's response to this solicitation and any such other documents including all amendments or addenda and subsequent written contract to the successful Proponent shall form the basis of the binding contract to be executed between the parties.

3.2 General Guide for Submitting Proposals

Proponents shall upload an electronic copy of their proposal submission in the Document section of the Bidding System when submitting their proposal.

Ensure your Bid submission document(s) conforms to the following Specifications:

- a. Documents should be in PDF format. Documents should **NOT** be provided in any other format. In addition do **NOT** upload video or audio files. You may state a web address link your proposal submission or upload a document stating this web link for City staff to view and/or listen to your video and/or audio information in your bid.
- b. Documents should **NOT** have a security password, as the City may not be able to open the file.
- c. The maximum file upload size is 512MB. To reduce the document size, Proponents should follow the instructions below on zipping their document(s).
- d. If the Proponent's sole responsibility to ensure that their uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by the City. The City may reject any Bid where any document(s) cannot be opened and viewed by the City.
- e. If a Proponent requires to upload more than one (1) document, the Proponent should combine the documents into one Zipped file, as per instructions stated in the Bidding System Document upload area.

3.3 Closing Date and Time

ELECTRONIC PROPOSAL SUBMISSIONS ONLY, shall be received by the Bidding System, no later than **2:00:00 p.m. (14:00:00 hours) local time, on Wednesday Wednesday, March 13, 2019.**

3.4 Questions/Clarifications

If a Proponent needs to address any discrepancies, errors and/or omissions in the Bid Document or if they are in doubt as to any part thereof they shall submit questions in writing through Stratford's Bid opportunities website using the "Submit a Question" link associated with this Bid Opportunity prior to the stated deadline for questions.

Verbal clarifications shall not be interpreted to change any of the terms or conditions of the Bid Call Documents. Bidders shall only rely on information provided by the City in an addendum.

3.5 Addendum

Proponents shall acknowledge receipt of any addenda when submitting their Bid through the Bidding System. Proponents shall check a box for each addendum/addenda and any applicable attachments that has been issued before a Proponent can submit their Bid submission online.

Addendum/Addenda will typically be issued through the Bidding System, Forty-eight (48) Hours prior to Closing Time and Date.

In the event an addendum is issued within forty-eight (48) hours prior to Closing Time and Date, it may include an extension of the Closing Time and Date. It is the responsibility of the Proponent to have received all Addendum/Addenda that have been issued. Proponents should check online at <https://stratford.bidsandtenders.ca> prior to submitting their Bid and up until Bid closing time and date in the event additional addendums are issued.

The City encourages Proponents **not** to submit their Bid **prior to** forty-eight (48) hours before the Bid Closing Time and Date, in the event that an addendum is issued. If a Proponent submits their bid prior to this or at any time prior to the bid closing and an addendum/addenda is issued by the City, the Bidding System shall **WITHDRAW** their Bid submission and change their Bid submission to an **INCOMPLETE STATUS (NOT accepted by the Owner)** and the Withdrawn Bid can be viewed by the Proponent in the "**MY BIDS**" section of the Bidding System. The Proponent is solely responsible to:

- i) make any required adjustments to their Bid; and
- ii) acknowledge the addendum/addenda; and
- iii) Ensure the re-submitted Bid is **RECEIVED** by the Bidding System no later than 2:00:00 p.m. (14:00:00 hours) local time, on the Bid Closing Date.

NOTE: Additional company contacts are recommended for the reasons outlined below:

- Do **not** invite any additional contacts that you do not want to have access to view, edit, submit and/or withdraw or who may be in direct competition for example (a company may have two divisions that could compete for the same Bid Opportunity).
- You are strongly urged when creating or updating a Bidding System Vendor account to add additional company contacts to create their own login to the Bidding System. This will permit your invited contacts that have created their own login to manage (register, submit, edit and withdraw) Bids which your Company is a Registered Plan Taker for. In the event you are on vacation, or due to illness, etc. these additional contacts may act on your Company's behalf and have the authority to; receive addendum notifications from the Bidding System, and where permitted by the terms and conditions of the Bid Call Document, to submit Bids electronically through the Bidding System and/or withdraw and/or edit and/or acknowledge addendum/addenda, on your behalf.
- If you are an invited company contact it is imperative that you create your login from the link contained in the email invitation. Do NOT go directly to <https://stratford.bidsandtenders.ca> website and create a separate vendor account.

3.6 Examination of Request for Proposal Documents

Each Proponent must satisfy himself/herself by a personal study of the RFP documents, by calculations, and by personal inspection of the site, as deemed necessary, respecting the conditions existing or likely to exist in connection with the proposed work. 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 RFP.

Prices are to be in Canadian funds with all applicable taxes shown separately. Prices must show separately any disbursements and the Proponent must be satisfied as to the full requirements of the RFP. No claims for extra work will be entertained and any additional work must be authorized in writing prior to commencement. Should the Proponent require more information or clarification on any point, it must be obtained prior to the submission of the RFP.

3.7 Acceptance or Rejection Rights Reserved by the City

- 3.7.1 The proposal submission is to remain firm for acceptance for a period of ninety (90) days from date of closing.
- 3.7.2 The Corporation of the City of Stratford reserves the right to reject any Proposals or to accept any Proposal should it be deemed in the interest of the City to do so. The City reserves the right to accept or reject any Proposal, to award in whole or in part, to award to the Proposal that is in the Best Interest of the City and the right to cancel this Bid call at any time without obligation.
- 3.7.3 Any expenses incurred by the Proponent in the preparation of the proposal submission are entirely the responsibility of the Proponent and will not be charged to the City. The City is not liable for any costs incurred by interested parties in the preparation of their response to this request or selection of interviews. Furthermore, the City shall not be responsible for any liabilities, costs, express loss or damage incurred, sustained or suffered by any interested party, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the City of any response, or by reason of any delay in the acceptance of the response.
- 3.7.4 The City reserves the right to request interested parties to:
- 3.7.4.1 Address specific requirements not adequately covered in their initial submission
- 3.7.4.2 Clarify information in the response
- 3.7.5 In the event of any disagreement between the City and the Proponent regarding the interpretation of the provisions of the RFP, the City shall make the final determination as to interpretation.

- 3.7.6 Where the proposal documents do not state a definite delivery/work schedule and a submitted proposal is based on an unreasonable delivery/work schedule, the proposal may be rejected.
- 3.7.7 The City reserves the right to modify any and all requirements stated in the RFP at any time prior to the possible awarding of the contract.

4.0 GENERAL TERMS AND CONDITIONS

4.1 Proponents in Litigation

In particular, the City reserves the right to reject a Proposal from any person or corporation with whom the City is in litigation.

4.2 Cost of Proposal Submission

The Bidder is responsible for all and any costs associated with the preparation and submission of the Proposal. The City will not be liable to pay any such costs or reimburse the Bidder in the event the City decides to reject all Proposals.

4.3 Information Indicative Only

The information that is provided in this Request for Proposal (RFP) is indicative only. Through the review of the proposals and subsequent finalization of an agreement with the successful Proponent, the City reserves the right to request further information or clarification of information.

The City reserves the right to request new or additional information regarding a Proponent and any other individuals associated with a response.

4.4 Bankruptcy

In the event that during the duration of the retainer of the successful Bidder's agreement, the successful Bidder makes an assignment for the benefit of creditors, or becomes bankrupt or insolvent, or makes a proposal of its creditors, the retainer shall immediately be terminated, and the City shall be entitled to retain another party without the consent of the successful Bidder.

4.5 Harmonized Sales Tax

All submissions shall indicate separately, Harmonized Sales Tax.

4.6 Workplace Safety & Insurance Board

The successful Proponent shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing. This certificate must be furnished prior to commencement of work, and shall provide additional certificates prior to the expiry date of the certificate on file during the term of the contract to ensure their WSIB account in good standing throughout the contract period.

4.7 Health and Safety Requirements

All work performed under this Contract must be carried out in accordance with the terms and conditions of the OCCUPATIONAL HEALTH & SAFETY ACT, R.S.O., 1990, C.01, s.31 as amended.

4.8 Compliance With AODA Accessibility Standards:

The Proponent shall comply with applicable Regulations of the *Accessibility for Ontarians with Disabilities Act, 2005 (the AODA)*, with regard to the provision of its goods or services contemplated herein, specifically:

- Ontario Regulation 191/11: *Integrated Accessibility Standards*

The Proponent shall ensure that any employees, agents, volunteers, or others for whom it is at law responsible and who are involved in providing goods and services to the City of Stratford receive training as required by these regulations.

The Proponent acknowledges that pursuant to the AODA, the City of Stratford must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services. Please review the City's [Accessibility Plan](#)¹.

The Proponent further acknowledges that any documents it produces for the City of Stratford which may be posted to the City website or otherwise be published shall be prepared in accordance with AODA requirements and [City of Stratford Accessible Communications Reference Guide](#)².

4.9 Insurance

The Proponent shall include with this submission **proof of ability** to obtain insurance as listed below. The certificate of insurance, attached in Section 10.0, shall be completed and submitted by the successful Proponent, within ten (10) days of notification of award of this project. This form is to be completed by the Proponent's insurance provider(s).

This certificate must detail such coverage as provided under the Commercial General Liability policy, Non Owned Automobile Liability policy and Standard Owners Automobile Liability policy. Coverage shall be affected by such Insurer(s) licensed in the Province of Ontario, Canada, and/or acceptable to the City.

The Commercial General Liability shall be on an "Occurrence basis". "Claims made" and/or Comprehensive General Liability policies are not acceptable unless approved in writing by the Manager of Financial Services.

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

The City must be included as Additional Insureds with respect to the Commercial General Liability policy.

¹ https://www.stratfordcanada.ca/en/insidcityhall/resources/Accessibility/Updated_Multi-Year_Plan_July_2014.pdf

² https://www.stratfordcanada.ca/en/insidcityhall/resources/Accessibility/City_of_Stratford_Accessible_Communications_Reference_Guide_Apr_2015.pdf

Mandatory Coverage:

(i) Commercial General Liability (IBC 2100 or its Equivalency)

Shall include the Owner, its employees and Consultants as Insureds. The Corporation of the City of Stratford and such other entities as directed shall be added as additional Insureds. Minimum acceptable limits are \$2,000,000 per Occurrence.

The Commercial General Liability policy must include "Blanket Contractual Liability" and "Cross Liability" endorsements.

Maximum Property Damage/Bodily Injury Deductible \$2,500 for which the successful Proponent assumes full responsibility.

(ii) Non Owned Automobile Liability Policy

Minimum Limits of Liability \$2,000,000 and coverage must be extended to include vehicles hired under Contract.

(iii) Standard Owners Automobile Liability Policy

Minimum Limits of Liability \$2,000,000

(iv) Environmental Impairment Liability – Contractors Pollution Liability
(including hostile fire) – minimum of \$2,000,000.

(v) The City may require coverage for other hazards as required on a project basis.

(vi) The City reserves the right to modify the insurance requirements as deemed suitable.

4.10 Indemnification

The Successful Proponent shall indemnify and save harmless the City, its Council Members, officers, agents, contractors and employees from and against all claims, demands, losses, damages, costs, liabilities, expenses, actions and suits that may arise, directly or indirectly from its performance of the contract or by reason of any matter or thing done, permitted or omitted to be done by the Successful Proponent or its agents or employees with respect to the contract. The obligations contained in this paragraph shall survive the termination or expiry of the contract.

4.11 Laws, Notices, Permits, Fees

The successful Proponent shall obtain the necessary permits, licenses and pay the required fees as they pertain to this assignment, which are in force at the date of the proposal closing.

The successful Proponent shall give the required notices and comply with the laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction which are, or become, in force during the period for which services are performed in accordance with the schedule of work/contract.

The successful Proponent shall comply with all municipal by-laws and provincial and federal legislation relating to the RFP and submission.

4.12 Proposal Award Procedures

Unless stated otherwise, the following procedures will apply;

The City will notify the Successful Proponent of the award within ninety (90) calendar days of the proposal closing.

Notice of acceptance of proposal will be by telephone and by written notice.

Immediately after acceptance of the Proposal by the City, the successful Proponent shall provide the City with the certificate of insurance, if required, and any other required documents within ten (10) calendar days of the date of notification of acceptance and award.

Please note: the City reserves the right to not award to any Proponent upon completion of this request for proposal process.

4.13 Ability and Experience of Proponent

The Corporation of the City of Stratford will not award this contract to any Proponent who does not furnish satisfactory evidence of possessing the ability and experience in this class of work and sufficient capital and equipment/manpower to ensure acceptable performance and completion of the Proposal. Any proposal will be considered non-compliant if reference checks or past experience is deemed unsatisfactory, in the opinion of the City of Stratford.

4.14 Patent, Copyright, Or Other Proprietary Rights

Proponents are reminded to clearly identify in their proposal material, any specific scientific, technical, commercial, proprietary, intellectual or similar confidential information, the disclosure of which could cause them injury or damage. All proposal documents are the property of the City. The proposals will be considered confidential during the evaluation process but are subject to access requests under the *Municipal Freedom of*

Information and Protection of Privacy Act. Extracts of proposals and the costs of their solutions may be used as part of a public document, Proponents must indicate in the proposal which parts of their proposal, if any, should not be routinely made public by the City. Notwithstanding the foregoing, Proponents acknowledge that The Corporation of the City of Stratford must comply with all provincial and federal privacy legislation, including the *Municipal Freedom of Information and Protection of Privacy Act* when responding to requests for access to records.

Complete proposal details are not to be identified as "confidential".

4.15 Payment

The normal terms of payment for the City will be net thirty (30) calendar days. Invoices for such services shall be forwarded to the City of Stratford, for processing.

4.16 Performance

Any undue delays in the execution of the work and/or costs incurred by the City due to inefficiencies in performance on behalf of the successful Proponent shall be deemed to be the responsibility of that Proponent and as such, any and all cost, as deemed appropriate and reasonable compensation for the City, will be assessed to the successful Proponent.

4.17 Assignment of Contract

The successful Proponent shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his/her right, title or interest therein, or their power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the City's officials, which consent shall not be unreasonably withheld.

4.18 Extra Work

No work shall be regarded as extra work, unless it is ordered in writing by the City and with the agreed price for the same specified in said order, provided said price is not otherwise determined by the Proposal. A statement of the cost of extra work shall be made within thirty (30) calendar days after the completion of the said extra work.

4.19 Negotiations

The City may accept a bid, without discussion. Each bid should, therefore, contain the potential best terms and complete detailed information.

The City reserves the right to enter into negotiations with any Selected Proponent. If the City and the Selected Proponent fail to negotiate and finalize a definitive agreement, the City may terminate the negotiations and begin negotiations with the next Selected Proponent whose proposal is deemed the next most attractive and/or reject all remaining bids. This process may continue, in the City's sole discretion, until an agreement has been executed or all of the bid(s) have been rejected. No potential bidder shall have any rights against the City arising from negotiations.

4.20 Conditions – Other

The proposal is also subject to the following conditions:

- The City will not accept responsibility for any delays or costs associated with any reviews or approval processes;
- Proponents are responsible for obtaining their own independent financial, legal, accounting, engineering, technical and other expert advice;
- Any written information received by the City from a Proponent pursuant to a request from the City as part of this RFP process shall be considered as an integral part of the proposal;
- Submissions that are incomplete or illegible or contain reservations or irregularities may be rejected;

- The data, information and assumptions provided herein have been compiled from sources believed to be reliable and accurate. The City, however, specifically disclaims any responsibility or liability for the accuracy or completeness of such data, information or assumptions or any data or information that the City may provide in the future. A Proponent, prior to submitting its proposal, shall be solely responsible for making any enquiries necessary to satisfy itself and verify all information upon which reliance shall be made.
- Subsequent to the selection of the successful Proponent, the City, in its sole and absolute discretion, may discuss or negotiate the terms and conditions of the successful Proponent's proposal without any obligation to other Proponents and without giving rise to any rights of other Proponents to amend or negotiate their proposal.
- The City shall not have any obligation to notify any of the Proponents of discussions or negotiations with any other Consultant, to invite amended proposals from any other Proponents, to disseminate other information disclosed to any one Proponent, or to approve a further submission made as a result of such information.
- In the event of any discrepancies appearing, or differences of opinion, misunderstanding or dispute arising between any Proponent responding to this RFP and the City respecting the intent or meaning of this RFP, or accompanying documents, or as to any omission or misstatements therein, the decision and interpretation of the City shall be final and binding upon all parties. There shall be no review or appeal of such decision.
- Proponents responding to this RFP shall not claim at any time after submitting their Bid that there was any misunderstanding in regard to conditions of these Terms of Reference or of conditions to be imposed pursuant to any documents to be entered into by the successful Proponents.

5.0 SUPPLEMENTARY TERMS AND CONDITIONS

5.1 Assignment of Contract

The Contractor acknowledges and understands that the Municipality is subject to its statutory and regulatory obligations as they relate to waste diversion and the blue box program including but not limited to the Waste Free Ontario Act, 2016, Waste Diversion Act, 2002, and Provincial Blue Box Program Plan (BBPP). The Contractor agrees that the repeal, replacement or amendment of any applicable legislation governing the obligations and activities of the Municipality as it relates to the matters provided in this Agreement shall permit the Municipality to assign this Contract. The Contractor agrees that such assignment will become effective upon providing thirty (30) calendar days' written notice to the Contractor and the Contractor shall accept such assignment forthwith and execute all documentation as may be required to give full effect to such assignment.

The Contractor acknowledges and agrees that it shall not be entitled to any compensation, fees or damages for any assignment due to a change in the applicable legislative and/or statutory requirements relating to the services provided under the terms of this Contract nor any change in fees charged for services provided under the Contract save and except those changes agreed in advance of the assignment negotiated under the provisions of the change management clause set in this Contract. The Contractor agrees that the Municipality shall have no liability whatsoever, howsoever incurred, for any additional costs after the assignment date save and except those costs negotiated in advance of the assignment.

5.2 Force Majeure

- (a) In the event that either the Municipality or the Contractor shall be unable to fulfil, or shall be delayed, or shall be prevented from the fulfilment of, its obligation under any contract awarded under this proposal by reason of acts of God, fires, floods, storm, lightening, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents, changes and/or amendments to the applicable federal or provincial laws, regulations, policies, guidelines, and/or directives ("Force Majeure") or other reasons of like nature beyond the reasonable control of the party delayed or prevented from fulfilling any obligation hereunder, save and except for any delay or prevention from such fulfilment caused by a lack of funds or other financial reasons, strikes or other concerted acts by workers, delay or other failure arising out of the nature of the work to be done, or from the

normal action of the elements or from any normal difficulties that may be encountered in the performance of the work, having regard to the nature thereof, shall in no event be deemed to be a cause beyond a party's control.

- (b) In the event that the performance of any contract awarded under this proposal, in the reasonable opinion of either party, is made impossible by Force Majeure, then either party shall forthwith notify the other in writing and the Municipality shall either; terminate the contract as soon as reasonably practicable in writing and without any further payments being made; or authorize the Contractor to continue the performance of the contract in writing with such adjustments and/or amendments as required by the existence of the Force Majeure and as agreed upon by both parties acting reasonably. In the event that the parties cannot agree upon the adjustments and/or amendments, it is agreed by the parties that the contract shall be immediately terminated with no further obligations by either party.
- (c) Proponents, by making a submission, acknowledge that Ontario Municipalities are governed by federal and provincial laws, regulations, and policies, including but not limited to Waste-Free Ontario Act, 2016, Waste Diversion Transition Act, 2016, Resource Recovery and Circular Economy Act, 2016, the Blue Box Program Plan (BBPP) ("Applicable Law"), that are outside of the control of the Municipality. Repeal, replacement, amendment, change, or alteration of Applicable Law may result in a change in the operation of any Contract awarded under this RFP that in the sole discretion of the Municipality acting reasonably represents a "Force Majeure" event. The parties hereby further acknowledge and understand that the *Waste-Free Ontario Act, 2016* (WOFA) received Royal Assent in June, 2016 and enacted the *Resource Recovery and Circular Economy Act, 2016* and the *Waste Diversion Transition Act, 2016* and repealed the *Waste Diversion Act, 2002* all of which along with associated regulations, when implemented may alter and/or change the scope of work of any Contract(s) awarded under this RFP and may impact any Contracts awarded under this RFP to the extent that such alteration or change may be classified in the sole discretion of the City, acting reasonably, as a "Force Majeure" event.
- (d) In the event of a strike or lockout, the Contractor is responsible to maintain all processing services, to whatever reasonable degree possible and, if necessary, in co-operation with the Municipality as specified in the "Force Majeure" clause above.

- (e) Within 30 days of the award of any Contract, the Contractor shall submit to the City a contingency plan explaining in detail how performance of the service during any strikes and/or lockouts, fire or other major work interruption shall be maintained at the Contractor's cost. Such plan shall become a part of the Contract and shall be subject to all the terms of the Contract. Failure to submit a sufficient contingency plan, in the sole discretion of the City, may result in termination of the Contract.

5.3 Change of Law Provisions

Compliance with Laws and Regulations

The Contractor acknowledges and agrees that at all times its obligations and duties under this Contract shall be performed in accordance with all Applicable Laws.

For the purposes of clarity, the Contractor shall be solely responsible for complying with all Applicable Laws as may be amended and replaced from time to time.

In addition to acting in compliance with all Applicable Laws, the Contractor shall behave in an ethical manner having regard for the condition, well-being, and fair treatment of all persons, places and things.

A "Change of Law" includes but is not limited to any legal change, amendment, alteration to Applicable Law including but not limited to a policy, plan, directive, statute, statutory instrument, regulation or by-law through:

- (i) A draft bill as part of any government departmental consultation paper;
- (ii) A government bill or white paper;
- (iii) A draft statutory instrument;
- (iv) Any applicable judgment of a relevant court of law or administrative body that may affect the Work; or
- (v) Any guidance, recommendations or directions provided from any ministerial authority applicable to the duties contained in the Contract.

If a Change of Law occurs or is about to occur that results in a significant effect on the ability of the Contractor to perform the Work as determined by the Municipality acting reasonably and/or the ability of the Municipality to authorize the performance of the Work contemplated under the Contract, and/or significantly alters the scope of work to be performed by the Contractor then the Municipality, in its sole discretion may notify the Contractor in writing of the following:

- (i) Any necessary change in the Work;
- (ii) Whether any changes or amendments are required to the Contract to deal with the Change of Law;
- (iii) Whether any relief is required from the terms, conditions and obligations set out under the Contract is required prior to or after implementation of any relevant Change of Law;
- (iv) Any loss of income that may result from the Change of Law;
- (v) Any estimated change in the costs of performing the work as a direct result of the Change of Law; and
- (vi) Any costs and/or expenses required or may no longer be required as a result of the Change of Law.

In each case, full details of any proposed procedure and/or the cost of implementing the change in the Work shall be provided by the Municipality to the Contractor in writing in its sole discretion confirming any changes to the Contractor's responsibilities as a result of the Change of Law. Any resulting variation to the Contract Price shall be dealt with in accordance with the Change Management Provisions herein.

5.4 Change Management Provision

The Municipality shall be entitled in its sole and absolute discretion to make changes, alterations and/or amendments to the Work. If the Municipality deems it prudent to require a change in the Work, the Municipality shall notify the Contractor of the change in the Work in writing ("Change Notice"). The Change Notice shall describe the change in the Work in sufficient detail so as to enable the Contractor to calculate and provide a change in costs estimate (the "Costs Estimate"), if any. The Contractor agrees that the Costs Estimate shall be provided in writing to the Municipality within a period of fifteen (15) working Days or other

timeline agreed to with the contract administrator in writing from the date of receipt of the Change Notice.

The Costs Estimate shall include but is not limited to the following as it relates to the change in Work:

- (i) A comment on whether or not relief from compliance with Contractor's obligations under the Contract is required;
- (ii) Any impact on Contractor's ability to meet its obligations and the terms and conditions set out in the Contract;
- (iii) Any amendment that may be required to be made to the terms and/or conditions of the Contract;
- (iv) Any change in the Contractor's costs;
- (v) Any potential or actual loss of revenue; and
- (vi) Any potential or gain in revenue anticipated.

As soon as practicable after the Municipality receives the Costs Estimate, the parties shall act in good faith to resolve the issues set out in the Costs Estimate, including but not limited to providing evidence that the Contractor has used best efforts, such as (where practicable) the use of competitive quotes with its sub-Contractors to minimize any increase in costs and maximize any reduction in costs, demonstrating that any expenditure to be incurred or avoided has been determined in a cost effective manner, and any other evidence deemed appropriate by the Contractor.

In the event that the Contractor does not intend to use its own resources to implement any change in the Work, it shall sub-contract or source, to the satisfaction of the municipality, the required resources with the objective of ensuring that it obtains best value for money when procuring any Work, services, supplies, materials or equipment required in relation to the change in the Work.

If the parties are unable to agree to the changes/costs set out in the Costs Estimate then the parties will resolve the matter in accordance with the Settlement of Disputes provision set out in the Contract.

As soon as practicable after the Costs Estimate as may be modified, amended or altered by the parties have been agreed to or determined in accordance with the Settlement of Disputes provision by the parties, the Municipality shall:

- (i) Confirm in writing the acceptance of the Cost Estimate; or
- (ii) Withdraw the proposed change in the Work.

If the Municipality does not confirm in writing the acceptance of the Cost Estimate as may be modified or altered within twenty (20) Business Days the Municipality's proposed change shall be deemed to have been withdrawn.

Unless the parties agree to a different implementation timeframe, in writing, any change in Work shall be implemented within fifteen (15) working Days after the Contractor receives confirmation of the Cost Estimate from the Municipality.

Any change in the Work that causes, or is expected to cause, the Contractor's costs or any sub-Contractor's costs to decrease shall be treated as a benefit to the Contractor with the expectation and understanding that the Municipality will also realize a proportional financial benefit in an amount to be negotiated in good faith between the parties. If such an understanding cannot be reached the parties agree to resolve the difference through the Arbitration provision.

5.5 Change to the Work Proposed by the Contractor:

If the Contractor seeks to propose a change in the Work, it must notify the Municipality in writing. The Contractor in proposing a change in the Work agrees to provide the Municipality with the following information and details in writing:

- (i) A description of the proposed change in the Work in sufficient detail, to enable to Municipality to evaluate it in full;
- (ii) Reasons in support of the Contractor's proposed change in Work;
- (iii) Set out the details and implications of the change in the Work, including any anticipated change in the costs of providing the Work by the Contractor and any gain or loss in revenue to the Contractor potentially associated with the proposed change;

(iv) Indicate whether a variation to the Contract Price is proposed (and, if so, provide a detailed cost estimate of such proposed change); and

(v) Identify an appropriate timeframe, for the implementation of the change in Work.

The Municipality agrees that it shall, in a timely manner, and in any event no later than fifteen (15) business days, evaluate the Contractor's proposed change in the Work, taking into account all relevant issues, including whether:

(i) A change in the Contract Price will occur;

(ii) The change affects the quality of the Work or the likelihood of successful delivery of the amended Work;

(iii) The change will interfere with any relationship of the Municipality with third parties;

(iv) The financial strength of the Contractor is sufficient to perform the change; and

(v) The change materially affects the risks or costs to which the Municipality is exposed.

If the Municipality accepts the Contractor's change in Work proposal (with or without modification), the change in the Work shall be implemented within fifteen (15) business Days of acceptance of the proposal by the Municipality, unless the parties agree to a different implementation timeframe in writing. All changes to the scope of Work and/or terms and conditions of the Contract shall be documented in writing and Contract amended where appropriate. Where the Municipality accepts the Contractor's change proposal, the Municipality shall notify the Contractor in a timely manner.

If the Municipality rejects the Contractor's change proposal, the Municipality shall provide written reasons outlining the basis upon which the change in Work is not accepted by the Municipality.

Unless the Municipality specifically agrees to an increase in the Contract Price in writing, there shall be no increase in Price as a result of a change in the Work proposed by the Contractor.

Except as specifically confirmed in writing by the Municipality in accordance with this Section, all Work shall remain unaltered and shall be performed in accordance with the terms and conditions of the Contract.

Any change in the Work proposed by the Contractor that causes or that is expected to cause the Contractor's costs or any sub-Contractor's costs to decrease shall be treated as a benefit with expectation that the Municipality will also realize a proportional financial benefit in an amount to be negotiated in good faith between the parties. The parties agree to take all reasonable steps to negotiate the proportional financial benefit in good faith, failing which the parties agree to the Arbitration provisions.

5.6 Arbitration and Termination

(1) In cases of dispute as to whether or not deliverables required by any contract awarded under this RFP meet the requirements of the Municipality, the parties agree to attempt to negotiate a mutually agreeable settlement prior to submitting the matter at issue to arbitration. The arbitrator shall be appointed by the Municipality. The decision of the arbitrator shall be final and binding on the parties.

- (a) The Arbitrator shall make a final award that disposes of the issue, within three (3) months after being appointed;
- (b) The final award may be effective with respect to a period before it is made and, in that case, shall provide for a monetary reconciliation among the parties;
- (c) A party may appeal the final award of the Arbitrator to the Ontario Superior Court of Justice only on a question of law, with leave, which the court shall grant only if it is satisfied that the conditions in clauses 45(1)(a) and (b) of the Arbitration Act, 1991, S.O. 1991, c.17 are met. No appeal lies on a question of fact or of mixed law;
- (d) The parties may, at any time, amend the final award by agreement or replace the award with an agreement; and,
- (e) The parties shall each bear their own costs in connection with the arbitration process.

(2) Notwithstanding the above, the Municipality may terminate any contract awarded under this RFP in writing for any reason whatsoever in its own discretion, by giving a minimum of one hundred and twenty (120) days written notice to the Contractor of such intent. The Contractor shall

not be entitled to any monetary compensation for work done following the written notification period provided by the Municipality.

(3) Notwithstanding any other provision in any contract awarded under this RFP, at the option and sole discretion of the Municipality, the Contract, or any part thereof, may be terminated on twenty-four (24) hours written notice to the Contractor, in the event that the Contractor:

- (a) declares its inability to pay debts as they generally become due;
- (b) becomes bankrupt or insolvent;
- (c) is subject to or requests any benefit or exemption relating to any provision or enactment concerning bankruptcy or insolvency;
- (d) withholds any funds payable to the Municipality or information from the Municipality;
- (e) abandons the Work under this Contract;
- (f) disregards any laws, by-laws, rules, regulations, standards, policies, rules, approvals or orders of any governmental or administrative authority having jurisdiction, including without restricting the generality of the foregoing, the directives, by-laws, guidelines and/or policies of the Municipality;
- (g) gives or offers any gratuity to or attempts to bribe any member of Council, officer or servant of the Municipality;
- (h) repeatedly fails to adhere to the terms of any contract awarded under this RFP; or
- (i) fails to meet the terms and conditions of the Contract in the performance of the Work.

(4) In the event that the Municipality terminates all or part of any contract awarded under this RFP, the Municipality may take any steps it considers necessary and appropriate to secure the completion of the Work and any damages or extra expenditures incurred by the Municipality may be collected from the Contractor.

(5) In the event the Municipality temporarily relieves the Contractor of a portion of the Work, it shall in no way affect the obligations of the Contractor with respect to the remainder of the Work or the same portion of the Work to be done in future.

(6) In the event that the Municipality exercises their right to terminate the Contract, the Contractor shall be paid for only the Work performed up to the date of termination and pre-approved by the Municipality.

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

5.7 Liquidated Damages

In a case that the Contractor fails to perform the Work in accordance with the terms, Conditions and Specifications of the Contract, the City shall give the Contractor notice as a written warning detailing the performance failure. Any subsequent occurrence of that same failure will result in the Contractor being assessed Liquidated Damages.

In view of the difficulty of ascertaining the losses which the City will suffer by reason of delay in the performance of the said Work, it is hereby agreed upon, fixed and determined by the parties hereto, as to the amount of liquidated damages that the City will suffer by reason of said delay and default, and not as a penalty; and the City may deduct and retain the amounts of such liquidated damages out of the monies which may be due or become due to the Contractor under the Contract in accordance with table 1 below:

Table 1: Liquidated Damages

Infraction	Amount	Unit
Failure to submit reports in the required time/submitting inaccurate reports and invoices	\$ 500	Per incident
Failure to scale City/Collection vehicles in and out of MRF	\$500	Per incident
Failure to provide a minimum of fourteen (14) days written notice in advance of a scheduled MRF shutdown	\$1,000	Per Occurrence
Material scavenging	\$1000	Per incident

6.0 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) **"Environmental Compliance Approval"** means all Certificates of Approval or Provisional Certificates of Approval issued by the MOECP for the MRF and/or Transfer Station.
- d) **"Completion of the Work"** means the time stipulated in the Contract Documents for the Contract to be dissolved between the Contractor and the City of Stratford, including any extension of the Contract term made pursuant to the Contract Documents.
- e) **"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.
- f) **"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 Containers or Recyclable Fibre.
- g) **"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.
- h) **"Contract Prices"** means the prices set out in the Form of Proposal for which the Contractor will perform the Work.
- i) **"Contractor"** means the person, partnership or City of Stratford undertaking the execution of the Work under the terms of the Contract.
- j) **"City of Stratford"** means the City of Stratford.
- k) **"Council"** means the City of Stratford Council.
- l) **"End Market"** means the purchaser or receiver of the Recyclable Materials.
- m) **"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).
- n) **"Equipment"** means all machinery, equipment and vehicles used for preparing and executing the Work.
- o) **"Ferrous Metal"** means all steel food and beverage cans, paint cans and aerosol cans.

- p) **"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.
- q) **"Gable Top Cartons"** includes any folding top, paper beverage or food container.
- r) **"Manager"** or designate, means he/she who is authorized to act on the City's behalf.
- s) **"Glass Jars and Bottles"** includes all glass food and beverage bottles and jars.
- t) **"Hauler"** mean the companies contracted by the City of Stratford to collect and deliver Recyclable Materials to the Contractor's MRF and/or Transfer Station.
- u) **"HDPE"** means High Density Polyethylene plastic food and beverage containers sometimes marked with SPI code #2.
- v) **"In Writing"** means a form of communication that requires a permanent record such as fax, email or letter.
- w) **"Inspector"** means the person or persons appointed by the City of Stratford to be responsible for inspecting the quality and performance of the Contractor in undertaking the Work.
- x) **"LCBO Container"** means any container or package in which alcoholic beverages are sold by the Liquor Control Board of Ontario.
- y) **"LDPE"** means Low Density Polyethylene plastic sometimes marked with SPI Code #4. This plastic can either be a rigid or film.
- z) **"Market Value"** means the price paid by end markets for Recyclable Materials multiplied by the Contractor's weight or end market's confirmed weight.
- aa) **"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.
- bb) **"Metal Food and Beverage Containers"** means all steel and aluminum food and beverage cans and containers.
- cc) **"Mixed Plastic"** includes PETE, HDPE, PVC, LDPE (rigid and film), PP, PS, and Other.
- dd) **"MOECP"** means the Ontario Ministry of Environment, Conservation and Parks.

- ee) **"Other Plastic"** means any layered plastic food or beverage container sometimes marked with SPI code #7.
- ff) **"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.
- gg) **"PET Containers"** means Polyethylene Terephthalate plastic containers sometimes marked with SPI Code #1.
- hh) **"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.
- ii) **Engineer** means the person for the time being filling the position of the Engineer in the Engineering and Public Works Department of the City of Stratford or their designate including the Public Works Manager.
- jj) **"Polystyrene"** means clean polystyrene plastic or foam materials such as those used for cups, plates, food trays, plant holders and packaging sometimes marked with SPI Code #6.
- kk) **"Polyvinyl Chloride (PVC)"** means clean food and beverage containers sometimes marked with SPI code #3.
- ll) **"Recyclable Containers"** means Glass Bottles and Jars, Ferrous Metal, Aluminum, Mixed Plastic, Gable Top Containers and Aseptic Containers and such other materials as may be designated by the City of Stratford.
- mm) **"Recyclable Material(s)"** means Glass Bottles and Jars, Ferrous Metal, Aluminum, Gable Top Cartons, Aseptic Containers, Mixed Plastic and such other materials as may be designated by the City of Stratford.
- nn) **"Residential Household"** means any Residential Property, including Apartments, receiving Curbside Waste, Recyclable Material, Leaf and Yard Waste, Organic Material and Christmas tree collections.
- oo) **"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 located in the City of Stratford according to the Certificates of Approval issued from time to time to the operators of those facilities pursuant to the Environmental Protection Act (Ontario).
- pp) **"Site"** means the physical location of the MRF and/or Transfer Station.
- qq) **"Small Commercial Establishment"** means any place other than a Residential Property and includes retail outlets, schools, daycares, churches, restaurants and other places of business that put out Waste or Recyclable Material for curbside collection and which meets the City's

objective of 5 Lifts of Waste per Week, per Small Commercial Establishment and any other requirement established by the City of Stratford.

- rr) **"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.
- ss) **"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.
- tt) **"Subcontractor"** means a person, partnership or City of Stratford undertaking the execution of part of the Work by virtue of an agreement with the Contractor.
- uu) **"Supervisor"** means the Contractor's authorized representative in charge of the Work.
- vv) **"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.
- ww) **"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.
- xx) **"Work"** means the total operations and related services required by the Contract Documents.
- yy) **"Single Stream"** means all recyclable materials accepted for recycling are mixed together and transported to the MRF to be sorted.
- zz) **"CIF Price Sheet"** refers to the Continuous Improvement Fund Price Sheet. This reference may change due to a regulatory change.

7.0 SCOPE OF WORK – "WORK"

7.1 Introduction

Following the award of this RFP the City intends to issue a separate Tender 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).

The City of Stratford is issuing this processing RFP in advance of a collection Tender so that the processing terms and conditions can be incorporated into the collection Tender. As such, the City of Stratford is requesting that Proponents provide the necessary information required to a) evaluate the processing proposals and b) accurately convey in its collection Tender the delivery specifications of recyclable materials to the Proponent's MRF. At a minimum, the Proponent will include the following information in their proposal:

1. Process 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
 - Information on how vehicles will be received, unloaded and generally processed while at the MRF, including anticipated vehicle "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
 - Information on the load rejection procedure
3. Recyclable Material Audit and Data Tracking
 - Information on the weighing and data management process (i.e. issuance of weigh scale tickets)
4. Method of Communications
 - Information on how issues will be addressed, should any arise, with the City's hauler(s) and communicated (such as: drivers not following site rules or delivering contaminated loads)
5. Method of Invoicing
 - Information on how the City will be invoiced, including supporting information, for the recyclable materials delivered to MRF, including the invoicing terms

The Successful Proponent shall submit with monthly invoices the following records:

- Tonnage and types of material processed
- Year to date tonnage and types of material processed
- Tonnage of residue disposed by period end
- Year to date tonnage of residue disposed

7.2 The City of Stratford's Responsibilities

The City will be responsible for supplying the recyclable materials to the Contractor's facility and payment of regular monthly invoices to the Contractor.

7.3 The Proponent's Responsibilities

- Providing Contract securities to the City of Stratford
- Provide a schedule, no more than 2 weeks after award, that demonstrates how the Contractor's MRF and operations will be ready to accept and process the City's recyclable material by the Contract start date
- Providing a Contingency Plan that outlines the actions that will be taken to ensure the City does not incur a disruption in processing services, or additional costs, should the Proponent's MRF be unable to process the City's recyclable materials
- Meeting with the City of Stratford, as required, in advance of the contract start date to review the progress of the facility's development. If either the City of Stratford or the Contractor determines that the facility will not be available to process the City's materials by the Contract start date, the above noted Contingency Plan must be put into effect at no additional cost to the City of Stratford
- The City of Stratford shall receive 100% of the revenue based on the formula below:
- Proponents are to use the following formulas for Marketed Tonnes Revenue compensation to the City:
 - $\text{Monthly Marketed Tonnes} = \text{Monthly Inbound Tonnes} - 5\% \text{ Residual} - 5\% \text{ Moisture}$
 - $\text{Monthly Revenue} = \text{Monthly Marketed Tonnes} \times \text{Monthly Index Price (derived from CIF price sheet composite index)}$
 - For example: 100 Inbound Tonnes – 5 Tonnes for residual – 5 Tonnes for moisture = 90 Tonnes to be marketed and multiplied against the monthly index price to determine compensation to the City.

7.4 Provision of Security to the City of Stratford

A Performance Security will be required from the Successful Bidder prior to the execution of a Contract or the issuing of a Purchase Order.

Bidders shall be required upload their Agreement to Bond, or Letter agreeing to provide an Irrevocable Letter of Credit to the Bidding System, in the bid submission file labelled "Security."

(i) Agreement to Bond

The Bidder shall include with their submission the Agreement to Bond in the form enclosed herewith, executed under its corporate seal by the surety company from which they proposed to obtain the bond.

The Agreement to Bond shall be in **one of the two following options** and **shall be submitted with your Electronic bid submission**.

Bidders may also use the City's Agreement to Bond Form provided in this Bid Call Document or other form used by a Surety company, authorized by law to do business in the Province of Ontario and acceptable to the City shall be submitted with your Bid.

Option # 1: Digital Agreement to Bond

Bidders shall **up-load** a copy of the Digital Agreement to Bond and follow the upload instruction as stated above.

If Bidders are using this option, the Bidder and the Bidder's Surety should refer to the e-bonding information on Surety Association of Canada's website. Information at this site includes;

- A list of third parties that provide online surety digital bond services such as Mobile Bonds or Xenex Enterprises Inc. The City does not endorse or promote any third party digital bond service provider.
- An Industry Checklist which Digital Bonds provided should meet.

All instruction details for accessing authentication should be included with the up-loaded Bond.

Option # 2: A Scanned Paper Agreement to Bond – (Pdf)

Bidders shall **scan and up-load** a copy of the paper Agreement to Bond and follow the upload instruction as stated above.

The original Agreement to Bond may be required to follow within 48 hours of the Bid Closing Time and Date.

If this alternative is used, Bidders should request either; an ink seal from their Surety or trace over the embossed seal prior to scanning to allow for the seal to be visible to the City.

The successful bidder shall supply;

(ii) Performance Bond

The Bidder agrees that they will furnish a contract performance bond in the amount of 50% of the annual contract amount, using the most current Canadian Construction Documents Committee (CCDC) format. Such performance bond shall guarantee faithful performance of the Contract during the period of the Contract, including the period of guaranteed maintenance and warranty.

Or

Option # 3: A Scanned Paper Letter Agreeing to Provide An Irrevocable Standby Letter of Credit – (Pdf)

(iii) An irrevocable Standby Letter of Credit that is subject to the Uniform Customs and Practice of Documentary Credits of the International Chamber of Commerce, current at the time of issuance of this standby letter of credit in the amount of 50% of the annual contract amount. The irrevocable standby letter of credit must be provided by the successful bidder prior to execution of the agreement by the City and before commencement of any work.

Any costs associated with these items are the responsibility and cost of the bidder. Note that no interest will be paid for deposits held by The Corporation of the City of Stratford. Bidders are deemed to have made due allowances for this requirement in their contract bid price.

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 maintenance and warranty and/or until the contract is deemed complete by the City.

Any Agreement to Bond or Performance Bond must name the "Principal" as the firm carrying out the work and not a sub-contractor or manufacturer supplying commodities to the firm carrying out the work.

AGREEMENT TO BOND

_____ (CONTRACTOR)

has submitted a written Request for Proposal (RFP) to

THE CORPORATION OF THE CITY OF STRATFORD (OBLIGEE)

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

RFP – 2019-07 Blue Box Recyclable Materials Processing

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

(a) Performance Bond of Fifty Percent (50%) the annual contract amount.

It is a condition of this Agreement that if the above mentioned RFP is accepted, application for said bond 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 _____ 2019.

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.

7.5 Recyclable Material Quantities

The table below summarizes the quantities of our SINGLE STREAM recyclables for 2013-2018.

Year	Total Tonnes Processed	Total Tonnes Marketed
2013	2313.26	2081.94
2014	2314.73	2083.27
2015	2283.03	2054.73
2016	2485.17	2236.65
2017	2398.61	2158.76
2018	2227.74	2004.99

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

8.0 SUBMISSION REQUIREMENTS

- 8.1** Each Proponent must completely satisfy themselves as to the exact nature and existing conditions of the requirements and for the extent and quality of the work to be performed. Failure to do so will not relieve the successful Proponent of their obligation to carry out the provisions of the contract.
- 8.2** If a proposal is a joint submission of two (2) or more Proponent firms, a single Proposal is to be coordinated and submitted by the lead firm with the required information. The lead firm shall act as the Proponent in all contractual obligations of any resulting award and agreement.
- 8.3** The response to this RFP shall be submitted using the Bidding System
- The use of N/A should be avoided. N/A can mean several things. Not available, Not applicable because there is no charge for the item, or Not applicable because the item is not proposed.

- ii) A Proponent desiring to make adjustments to a Proposal shall withdraw the Proposal and re-submit it with a new or revised Proposal prior to the specified Proposal Closing Time and Date.

8.4 The Bidding System has one (1) envelope to upload your proposal submission.

Proponents shall address all items and shall upload in the document section of the Bidding System, in the folder entitled "Proposal Submission".

Although there is no page limit for the proposal, Proponents are requested to be concise, and as appropriate, include supporting information in appendices.

8.5 Mandatory Requirements

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

Proposal Submission

The Bidder must submit a completed Appendix A: Financial Proposal and Appendix B: Early Termination Fees

Commercial Qualifications

1. A copy of the Environmental Compliance Approval, or other approvals, issued to the proponent from the Ministry of the Environment to allow the proponent to operate a MRF;
2. Agreement to Bond from a Bonding Company evidencing the ability of the contractor to provide a Performance Bond or a letter agreeing to provide an Irrevocable Standby Letter of Credit.

8.6 Service Proposal

Completeness of the Proposal

The proposal should contain all of the required items and be of sufficient detail to facilitate evaluation.

Experience and Qualifications of the Proponent

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. Relevant client references
5. Resources available to the operator
6. Facility description

Technical Understanding, Feasibility and Impacts

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

1. A firm commitment for processing capacity to the City over the proposed term
2. A clear, workable method for attributing revenues
3. A clear, workable method for accounting for the City's portion of material at the facility
4. A description of receiving requirements that will form part of the City's collection RFP
5. The method(s) used to preserve the material quality and achieve market value revenue
6. A clear, workable and fair method to attribute inbound contamination and outbound (post-processing) residuals to City of Stratford loads
7. A listing of acceptable materials and restrictions (if any) to the City for adding materials to the recycling program
8. A facility location and travel time from Stratford
9. Information related to the marketing efforts and material markets

Demonstrated Ability to Meet Timelines and Budget

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

1. Provide contingency plans in the event of disruptions at the MRF (i.e. shutdowns)
2. Provide clear information related to the processing fee, such as:
 - a. Any factors and exclusions that may affect pricing
 - b. A commitment to the quoted price
 - c. Any ability to negotiate the quoted price based on material quality or quantity

Confirmation that Project Timelines will be Met

The proposal should include a description of the facility's current status (such as "in operation", "being built", etc) and any other relevant information.

8.7 The financial proposal must include:

- Completion of Appendix A and Appendix B
- Prices are to be quoted in Canadian dollars; inclusive of duty, where applicable; exclusive of Harmonized Sales Tax (HST).

8.8 This Request for Proposal document, the Proponent's response to this solicitation and any such other documents including all amendments or addenda and subsequent written contract to the successful Proponent shall form the basis of the binding contract to be executed between the parties. Proponents may include in their submission, a form of written contract that they expect to be bound by in performing the work and services called for in this RFP, and which will be reviewed and finalized by both parties.

8.9 The selected Proponent agrees not to release or in any way cause to release any confidential information of the City unless authorized in writing by the City. Proponents may declare confidentiality in their proposals. However, the City reserves the right to share with any consultant of their choosing the RFP and submitted proposals to secure expert opinion.

9.0 EVALUATION PROCESS AND CRITERIA

9.1 Selection Process

Proposals will be assessed on the basis of information provided by the Proponent at the time of submission as well as any additional information provided during subsequent meetings with the Proponent, if required.

9.2 Evaluation Team

Submissions will be evaluated by an evaluation team from the City comprised of three (3) members. The City shall not be obliged to disclose the evaluation scores of any individual member of the Evaluation Team, nor to justify any score awarded by that team or any member thereof. All evaluations carried out by the Evaluation Team shall be considered to be fair and accurate for all purposes and shall not be subject to review by any court or other tribunal.

BY RESPONDING TO THIS RFP, PROPONENTS AGREE TO ACCEPT THE RECOMMENDATION OF THE EVALUATION TEAM AS TO THE SUCCESSFUL PROPONENT AND ACKNOWLEDGE AND AGREE THAT CITY COUNCIL MAKES THE FINAL DECISION.

9.3 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		Points Available
(i) Mandatory Requirements		10
(ii) Service Proposal		
• Completeness of proposal, compliance with RFP and City Requirements, level of detail		5
• Experience and Qualifications of the Proponent		15
• Technical Understanding, feasibility and impacts to City Collection operations		25
• Demonstrated ability to meet timelines and budgets		10
• Confirmation that project timelines will be met		5
(iii) Financial Proposal		
• Financial Proposal: Appendix A		25
• Early Termination Fees: Appendix B		5
Total Available Points		100

10.0 CERTIFICATE OF INSURANCE



THE CORPORATION OF THE CITY OF STRATFORD

This is to certify that the Insured, named below, is insured as described below

This form must be completed and signed by your insurer or insurance broker

CITY FILE NUMBER: RFP-2019-07

Note: 1. Proof of liability insurance will be accepted on this form only (with no amendments)

NAME OF INSURED		TELEPHONE NUMBER	AREA CODE
ADDRESS OF INSURED	STREET NAME	CITY	POSTAL CODE

TYPE OF INSURANCE	INSURER'S NAME	POLICY NUMBER	EFFECTIVE DATE			EXPIRY DATE			LIMITS OF LIABILITY Bodily Injury & Property Damage-Inclusive
			YR.	MO.	DAY	YR.	MO.	DAY	
Commercial General Liability									Per Occurrence \$ Aggregate \$
<input type="checkbox"/> Umbrella <input type="checkbox"/> Excess									\$

Commercial General Liability Occurrence Basis CLAIMS MADE POLICIES ARE NOT ACCEPTABLE

Including Personal Injury, Property Damage, Broad Form Property Damage, Contractual Liability, Non-Owned Automobile liability, Owner's and Contractor's Protective Coverage, Products - Completed Operations, Contingent Employers Liability, Cross Liability Clause and Severability of Interest Clause. The policy also includes:

Tenant's Legal Liability ☐ No or ☐ Yes (Limit) \$ _____ Liquor Liability ☐ No or ☐ Yes (Limit) \$ _____

XCUI Endorsement (Excavation and Underground Work Contracts) ☐ No or ☐ Yes (Limit) \$ _____ Deductible \$ _____

Professional Liability or Errors & Omissions Insurance									\$
--	--	--	--	--	--	--	--	--	----

Environmental Liability or Contractors Pollution Liability									\$
--	--	--	--	--	--	--	--	--	----

Environmental Liability Policy includes coverage for off-site operations ☐ Yes or ☐ No

Motor Vehicle Liability									\$
-------------------------	--	--	--	--	--	--	--	--	----

Motor Vehicle Liability - Must cover all vehicles owned or operated by the insured

THE CORPORATION OF THE CITY OF STRATFORD has been added as an additional insured but only with respects to their interest in the operation of the Named Insured.

This is to certify that the Policies of Insurance as described above have been issued by the undersigned, an Insurer licensed in the Province of Ontario, Canada, to the insured named above are in force at this time.

If cancelled or changed in any manner that would affect The Corporation of the City of Stratford as outlined in coverage specified herein for any reason, so as to affect this certificate, thirty (30) days prior written notice by registered mail or facsimile transmission will be given by the insurer(s) to:

The Corporation of the City of Stratford
Attention: Purchasing Department
P. O. Box 818
1 Wellington Street
Stratford Ontario, N5A 6W1
Fax: 519-271-4357

This Certificate is executed and issued to the aforesaid, The Corporation City of Stratford, the day and date herein written below.

Date	YR	MO	DAY	NAME OF INSURANCE COMPANY OR BROKER (COMPLETING FORM)
ADDRESS OF INSURER OR INSURANCE BROKER		TELEPHONE NO.	FAX NO	AUTHORIZED REPRESENTATIVE OR OFFICIAL BY:

THIS FORM MUST BE COMPLETED, SIGNED & STAMPED BY YOUR INSURER OR INSURANCE BROKER Revision 2011

11.0 PREVIEW OF ON-LINE BIDDING SYSTEM SCHEDULES

Please find below a **preview only** of certain schedules (collectively, "**Schedules**") that will need to be **completed online only** through the Bidding System by the Bidder as part of your Bid submission.

The Bidder acknowledges that the preview below is provided as a courtesy only (to assist the Bidder in determining the size and scope of the project, etc.) and shall not be relied upon in any way.

Please note that the Schedules shown below are **subject to change/addition/deletion by addendum(s)** issued by the Owner. Following the issuance of each addendum, such changes may be reflected in the electronic Schedules to be completed, but will not be reflected in this document. It is the Bidder's responsibility to review all addendums and ensure that the Bid is submitted based on the current requirements.

For greater certainty, the Bidder shall submit their Bid by completing all Schedules and fields in the online Bidding System. Any Bid submitted on the basis of the preview Schedules below may in the Owner's sole discretion, be disqualified and rejected on the basis of being incomplete.

APPENDIX A: - FINANCIAL PROPOSAL

INSTRUCTIONS TO PROPONENTS

Processing Fee Calculation

Proponents are to provide an "all-in" processing fee inclusive of all items. This could include items such as: the "Per Tonne Processing Fee", "Per Tonne Administration Fee", "Per Tonne Capital Replacement Fee", and any "Other" fees.

Table A: Processing Fees

Material Stream	Estimated Annual Tonnes Based on 2018 Data A	"All-in" Per Tonne Processing Fee Of Year One B	Total C AxB=C
Single Stream	2,227		

NOTE: All submissions shall not include any applicable taxes. 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.

APPENDIX B: EARLY TERMINATION FEES

EARLY TERMINATION OF CONTRACT BASED ON AMENDMENTS TO LEGISLATION

Proponents, by making a submission for the provision of blue box services in response to this RFP, acknowledge that Ontario Municipalities are subject to the legislative requirements including but not limited to the Waste Free Ontario Act (WFOA) and any applicable statutes, policies, programs, regulations and standards including but not limited to the Provincial Blue Box Program Plan (collectively referred to as "Applicable Law") outside the control of the City of Stratford. Proponents further acknowledge that legislative changes including but not limited to repeal, replacement or amendment of any Applicable Law may change or alter the Contract awarded for blue services under this RFP in such a manner that in the sole and absolute discretion of the City of Stratford the services provided under the Contract for blue box services are no longer required or necessary to the City of Stratford. If the services provided by the Proponent are no longer necessary to the City of Stratford due to a change in Applicable Law, the City of Stratford shall have a right to terminate the Contract as it relates to blue box services prior to the scheduled end of the Contract Term. Notice of any such early termination of the Contract for blue box services shall be provided to the Proponent by the City of Stratford within 30 days of the repeal, replacement or amendment to Applicable Law.

The Proponent, as part of this RFP, shall identify any and all costs associated with an early termination of the Contract for blue box services in the event of a change, alteration and/or amendment to Applicable Law. Such costs may include the stranded capital cost incurred by the Proponent in the event of early termination of the Contract for blue box services and may be pro-rated to the closest month end for termination at any date other than the anniversary of the Contract Commencement Date.

Contract Year	Cost Incurred to Terminate (\$)	Description of Cost Incurred
Year 2		
Year 3		
Year 4		
Year 5		
Year 6		
Year 7		

PREVIEW

YOU MUST BE A REGISTERED PLAN TAKER TO
DOWNLOAD AN UNMARKED VERSION OF THIS FILE

RFP-2019-07 - Blue Box Processing

Opening Date: February 20, 2019 12:00 PM

Closing Date: March 13, 2019 2:00 PM

PREVIEW

YOU MUST BE A REGISTERED PLAN TAKER TO
DOWNLOAD AN UNMARKED VERSION OF THIS FILE

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- Security * (mandatory)
- Proposal Submission * (mandatory)
- Additional Document (optional)

PREVIEW

YOU MUST BE A REGISTERED PLAN TAKER TO
DOWNLOAD AN UNMARKED VERSION OF THIS FILE

Bidder's Declaration

1. To provide all goods, services and construction, as more specifically set out and in accordance with the Bid Call Document, including but not limited to the scope of work, specification, drawings, addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of the contract.
2. DECLARE that no person, firm or corporation other than the one whose signature or the signature of whose proper officers I attached below, has any interest in this bid or in the Contract proposed to be undertaken.
3. FURTHER DECLARE that this Bid is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making a bid for the same requirement (unless performed under a "joint" agreement and so declared in the bid), and in all respects is fair and without collusion or fraud.
4. FURTHER DECLARE that all statements, schedules and other information provided in this bid are true, complete and accurate in all respects to the best knowledge and belief of the Proponent.
5. FURTHER DECLARE that I have carefully examined the entire bid document, and response requirements and hereby acknowledge the same to be part and parcel of any contract to be let for this project therein described or defined and do all the work and to provide the services of the project mentioned for the price(s) stated.
6. I/We do hereby Bid and offer to do the work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the cost and terms as submitted by the Bidder herein.
7. I/We, certify that we are in full compliance with O. Reg.19/11: INTEGRATED ACCESSIBILITY STANDARDS under [Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005 c11](#), as amended. *If required we are able to provide written proof that all employees have been trained as required under the act.*
8. FURTHER DECLARE that the agent listed below is hereby authorized by the Bidder to submit this Bid and is empowered and authorized to negotiate all matters with the City representatives on behalf of the Bidder.
9. AGREE that this Bid is to continue open for acceptance until the formal Contract is executed or a Purchase Order is issued to the successful Bidder or for ninety (90) days following the bid closing date, whichever occurs first and that the City may, at any time within that period, without notice, accept this Bid whether any other Bid has been previously accepted or not.
10. If the Bid is accepted, I/We agree to furnish all required documentation, as required by the Bid Call Document(s) within ten (10) calendar days after notification of award.
11. I/We (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Municipality.
12. I/We further declare that in the event of default or failure on our part, that the City shall be at liberty to advertise for new bids, or to carry out the works in any other way they deem best and I also agree to pay the City the difference between this Bid and any greater sum which the City may expend or incur by reason at such default or failure or by reason of such actions as aforesaid, on the City's part, including the cost of advertisement for new Bid; and to indemnify and save harmless the said City and their officers from all loss, damage, cost charges and expenses which they may suffer or be put to by reason of any such default or failure on our part.

☒ I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder.

FURTHER DECLARE that no City of Stratford employee, or Member of Council is, or will become interested directly or indirectly as a contracting party unless disclosed as follows: ☒ **Yes** ☐ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		