

Huron-Superior Catholic District School Board

REQUEST FOR PROPOSAL 2017 WASTE MANAGEMENT AND RECYCLING SERVICES

TO ALL SUPPLIERS:

The Huron-Superior Catholic District School Board (HSCDSB) wishes to establish a contract for a period of five years for waste management and recycling services for all schools and facilities in the city of Sault Ste. Marie. Complete, date, sign and return the RFP Forms in accordance with the following information.

1. RFP INFORMATION AND SCOPE OF WORK

- 1.1 The scope of work includes the provision of central storage containers (hoppers) for waste and recyclables and the collection of all waste material and recyclables as per the requirements outlined in this document. The board will provide internal recycle containers and internal collection.
- 1.2 The Board wishes to establish a contract for waste management and recycling services with one contractor for all facilities within the Boards' facilities in the city of Sault Ste. Marie (Appendix B). Bidders will be required to provide service for all facilities.

INSTRUCTION TO BIDDERS

- 2.1 Completed proposals (dated and signed) must be submitted in sealed envelopes that are clearly marked "RFP 2017 Waste Management and Recycling Services".

Sealed proposals are to be submitted to the following address:

Huron-Superior Catholic District School Board
90 Ontario Avenue
Sault Ste. Marie, ON P6B 6G7

Attention: Sam Colizza,
Manager of Plant Services -
RFP Coordinator

- 2.2 **Closing Date/Time:** Sealed Proposals will be accepted until **Thursday, August 17, 2017- 2:00 p.m.** local time.

OFFICE SHUTDOWN: JULY 31ST TO AUGUST 11TH, 2017

Any proposal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have their proposal delivered to the above stated location for receipt on or before the above stated time and date. Regardless of how the proposal is sent, the Bidder shall be responsible for delivery prior to the closing deadline. Late submissions will not be opened and arrangements shall be made for their return at the Bidder's request and expense.

- 2.3 No oral, telephone, email or fax submissions will be considered.
- 2.4 Responses should be based on information requested in this RFP document; refrain from submitting generic responses and unnecessary information that strays from the scope of this RFP document.
- 2.5 In the event that the Bidders' responses are ambiguous or unclear, the conditions of the RFP document overrides Bidder's proposal.
- 2.6 Proposals are to be submitted in English only, and any proposal received that is not entirely in English may be disqualified.
- 2.7 Any proposal submitted which does not strictly comply with the provisions, procedures and requirements of this RFP, or is incomplete, ambiguous, or which contains errors, alterations, misleading information, omissions, or irregularities of any kind, may be rejected and disqualify and the discretion of the Board.
- 2.8 Every proposal received will be stamped at the location referred to in clause 2.1 before the RFP closing time. If requested, a receipt will be provided.
- 2.9 The Board shall not be held liable for any errors or omissions in any part of this RFP document. While the Board has used considerable efforts to ensure an accurate representation of information in this RFP document, the information is not guaranteed or warranted to be accurate by the Board. Any errors or omissions discovered by Bidders must be immediately reported in writing to HSCDSB for clarification.

Email details of errors or omissions to Sam Colizza:

Email: sam.colizza@hscdsb.on.ca

3. Inquiries/Addenda

- 3.1 Any questions concerning this RFP must be submitted in writing. ***Questions must be submitted at least four business days prior to the closing date.*** Written inquiries must be emailed to Sam Colizza, RFP Coordinator.

Email: sam.colizza@hscdsb.on.ca **Copied to:** chris.spina@hscdsb.on.ca

- 3.2 Where applicable, written clarifications/responses will be emailed to all Bidders that received the original RFP document. Any changes that result to the terms, conditions or specifications will be issued as an addendum.
- 3.3 Only written communications will be binding upon the Board.
- 3.4 Bidders that fail to comply with the requirement to direct all communications to the RFP coordinator will be disqualified. Without limiting the generality of this provision, Bidders shall not communicate with or attempt to communicate with the following:
- a. any employee or agent of the Board (other than the RFP coordinator)
 - b. any member of the Evaluation team
 - c. any expert or advisor assisting the Evaluation team
 - d. any member of the Board of Trustees
- 3.5 Under no circumstances shall a Bidder rely upon information or instructions from any officer, director, Board trustee or employee of the Board unless the information or instructions are provided in writing by the RFP coordinator.
- 3.6 A Bidder may withdraw its proposal only by providing written notice received by the RFP coordinator before the RFP closing time. Following the RFP closing time, a proposal may not be withdrawn.
- 3.7 A Bidder may amend its proposal after submission, but only if the proposal is amended and resubmitted before the RFP closing time. The Bidder must make written notification to the RFP coordinator of their intent to amend their proposal.

4. Disclaimer

- 4.1 The Huron-Superior Catholic District School Board reserves the right to reject any or all proposals for any reason and to accept any proposal that is in its own best interest. The lowest or any proposal will not necessarily be accepted.

5. Rights of the Board

5.1 In addition to any other express rights or any other rights which may be implied, the Board reserves the right to:

- Request written clarification or the submission of supplementary written information from any one or more Bidders; all Bidders agree to provide additional information as and when requested at their own expense.
- Verify with any Bidder or with a third party any information set out in a proposal.
- Check references other than those provided by any Bidder.
- Disqualify any Bidder whose proposal contains misrepresentations or any other inaccurate or misleading information.
- Disqualify any Bidder or the proposal of any Bidder who has engaged in conduct prohibited by this RFP.
- Cancel this RFP process at any stage.
- Cancel this RFP process at any stage and issue a new RFP for the same or similar services.
- Shortlist and restrict the number of Bidders to be evaluated based on any one or more of the conditions, specifications, or evaluation criteria stated in this RFP document.
- Discuss with any one or more Bidders different or additional terms to those contemplated in this RFP or in any Bidder's proposal.
- Reject any or all proposals in its absolute discretion.
- Make public the names of any or all Bidders.

6. Debriefing

6.1 Not later than 20 days following the date of posting of a contract award, unsuccessful Bidders may request a debriefing. A meeting will be arranged no later than 30 days following the request.

7. Conflict of Interest

- 7.1 Bidders are required to disclose in their proposal any actual or potential conflict of interest in relation to Board employees and/ or trustees that may reasonably be interpreted to exist. Failure to disclose actual or potential conflict of interest entitles the Board to terminate the contract.

8. Proposal Submission and Mandatory Requirements

- 8.1 The following items must be included in your proposal in order to qualify for evaluation. All documents must be provided in signed hard copy which is labeled with Bidder name and RFP 2017 Waste Management and Recycling Services:
- a. A hard copy of the RFP document. Where applicable, provide further information or explanation to address items that require more detail. If necessary, attach the information on separate pages but ensure that reference to the item and the item number is included.
 - b. Bidders must ensure that they address all items listed in the Evaluation Criteria section.
 - c. Completed RFP Appendix A - D. This must be signed by an authorized person in a position to legally bind the bidder.
 - d. Complete RFP Appendix E - Signed Declaration Letter.
 - e. Insurance Verification. Confirmation of commercial General Liability insurance in an amount not less than two million (\$2,000,000) dollars and liability insurance on all vehicles owned or leased and operated that will be utilized for Board work.

9. Evaluation Criteria

The evaluation of proposals will be undertaken by an Evaluation Committee appointed by the Board which will consist of but not limited to, the Manager of Plant Services, the Superintendent of Business and the Maintenance Coordinator.

9.1 Proposal submissions will be evaluated based on the following criteria:

Company Profile and Experience (Appendix A)	15 points
Financial Considerations (Appendix B)	75 points
Value Added (Appendix D)	<u>10 points</u>

Total 100 points

10. **Evaluation Process**

10.1 Proposals submitted in response to this RFP will be evaluated by an evaluation committee. Proposals will be evaluated on the basis of information provided by the Bidders at the time of submission as well as any additional information that may be requested by the Board during the evaluation process.

10.2 The evaluation committee may request written clarification for the submission of supplementary written information from any one or more Bidders.

10.3 The evaluation committee will select the proposal which has achieved the highest points. In the event of a tie, the evaluation committee will require the tied Bidders to prepare a formal Bidder presentation which will be evaluated by a separate weighted criteria.

11. **Schedule of Events**

11.1 The following is the schedule of events for this RFP. The RFP Release Date and RFP Closing Dates are firm; all other dates are approximate.

EVENT	DATE
RFP Release	July 21, 2017
RFP Closing	August 17, 2017
Award Date	August 22, 2107
Anticipated Agreement Start Date	September 1, 2017

11.2 The above timelines are subject to change at the discretion of the Board. In the event a change is made to any of the above dates, the RFP coordinator will post any such change on Biddingo.

11.3 The Board may make changes and amendments to the above schedule without liability, cost or penalty, at its discretion.

12. Instructions to Bidders

- 12.1 Pricing is to be quoted based on RFP Appendix C. Complete all sections and provide quotations based on specifications provided.
- 12.2 Quoted prices (Appendix C) must be in Canadian funds. **Bids should exclude H.S.T.**
- 12.3 Complete Appendix A, B & C as per instructions indicated.

13. Type of Agreement

- 13.1 The terms and conditions of this RFP will serve as the template for the final contract to be negotiated with the successful Bidder.
- 13.2 The successful Bidder shall be required to enter into an agreement for a period of five years with an option for the Board to extend the term of the agreement on the same terms and conditions for a period of up to two years, as per Board purchasing policy.

14. Acceptable Period

- 14.1 Quoted prices are irrevocable after the closing date and must be held open for acceptance for a minimum of 120 days after the closing date.

15. Awarding of RFP

- 15.1 The Board intends to award the contract of this RFP to a single bidder. However, HSCDSB retains the right to award to more than one bidder if it is the best interest of the HSCDSB to do so.
- 15.2 The Board reserves the right to negotiate minor changes or variations to this RFP request with the successful bidder without recalling the RFP.

16. Contract Cancellation and Non Performance

- 16.1 Failure by the successful Bidder to comply with all terms, specifications, requirements, conditions and general provisions of the RFP, to the satisfaction of the Board shall be just cause for the cancellation of the contract award. The Board shall have the right to assess and collect from the Bidder any damages and costs that are incurred by the Board because of the Bidder's failure to perform.
- 16.2 Where there is an issue of non-performance, payment in whole or in part may be withheld by the Board until such time as non-performance issues are settled to the satisfaction of the Board.

16.3 The Board will not waive any rights or remedies it may have in the contract or otherwise shall not be responsible to the Bidder for any losses, costs or damages of any nature whatsoever. The Board shall only be responsible for the payment for services completed in connection with the contract up to and including the effective date of any such termination. Termination shall not relieve the Bidder from the Bidder's warranties and other responsibilities relating to the services performed or money paid, or both up to and including the date of termination.

16.4 The contract may be cancelled by either party for any reason without cause or penalty upon sixty (60) calendar days written notice.

17. **Dispute Resolution**

17.1 The parties will make reasonable efforts to resolve any dispute or claim arising out of this contract using the following:

Negotiation: The parties will make reasonable efforts to resolve any dispute by amicable negotiation and will provide candid and timely disclosure of all relevant facts, information and documents.

18. **Exclusivity of Contract**

18.1 The Board does not relinquish total exclusivity of these requirements to this RFP award. The Board reserves the right to acquire similar equipment or services on a unique or as required basis from any Bidder.

19. **Indemnification**

19.1 The successful Bidder shall be responsible for any and all damages or claims for damages which may be caused by the acts or omissions of himself/herself or his/her employees or his/her agents and shall indemnify and save harmless the Board and its employees from all actions, suits, claims and demands and costs and damages arising by reason or injury or death to any person or any property resulting from the work performed herein or relating to trade secrets, licensing agreements, copyrights, trademarks, patents or other industrial or intellectual property or rights thereto, used in supplying products performing the services, or arising out of the subsequent use or operation of the results thereof.

20. **Laws, Regulations and Permits**

20.1 The successful bidder will comply with all laws, acts, rules and regulations relating to waste management and recycling collection. The successful bidder will arrange and provide all permits, authorizations, approvals and

licenses required to complete services provided under this contract. The successful bidder will provide and pay for all licenses, permits and disposal fees required to carry out the contract work.

- 20.2 The successful bidder will comply with all regulations and statutes of the Ontario Health and Safety Act.

21. Independent Contractor

- 21.1 The bidder is an independent contractor and this contract does not render the contractor an agent or employee of the Board.

22. Operations and Scheduling Pickups

- 22.1 The bidder will provide detailed pickup schedules in conjunction with the Maintenance Coordinator approving such schedules. Every effort will be made to strictly adhere to pick up schedules.
- 22.2 Changes to pick up schedules must be approved by the Maintenance Coordinator.
- 22.3 Access to waste and recycling materials will be coordinated by the Maintenance and/or the facility. Access cannot be guaranteed beyond those hours specified. Adequate pickup precautions must be taken at all times. If the access road is occupied by students, vehicle access is prohibited until the area is cleared.
- 22.4 Pickup vehicles must not exceed eight (8) kilometres per hour at any time while on Board property.
- 22.5 All vehicles must be equipped with an operational back-up warning signal.
- 22.6 The successful bidder shall have a procedure where recycling or waste containers are blocked by cars or other objects and the pickup cannot be made, the driver will attempt to contact the facility's main office in an effort to complete collection. Every effort should be made to complete collection on the regular day even if this includes returning to the site more than once on the same day.
- 22.7 In the event the container cannot be accessed, all pertinent information such as the building name, vehicle license plate number and time of day should be noted and forwarded to the Maintenance Coordinator.
- 22.8 The successful bidder shall operate in compliance with all Municipal Noise By-laws.

22.9 Authorization for additional collections may be given only by the Maintenance Coordinator.

23. Recycling Program Requirements

23.1 The successful bidder will ensure that the central material storage containers (recycling hoppers) are appropriately located outside facilities. Placement of hoppers must meet municipal or provincial standards (fire code). Hoppers must also meet all standards relating to signage and collection instructions. Hoppers (bins) must be lockable.

23.2 The successful bidder will be responsible for sorting, processing, baling and transporting recyclables and all costs associated with the above including rejection of any materials.

23.3 The successful bidder will have full ownership and responsibility for all processed materials. The selection of the end market for recyclables shall be the responsibility of the successful bidder.

23.4 The successful bidder shall collect all recyclable material put out for collection. The successful bidder will be responsible for the cost of land filling any waste included in with recycled material.

23.5 If recycled material is frequently and substantially non-compliant with items identified in clause 29.1 then the successful bidder shall contact the Maintenance Coordinator.

24. Waste Management Requirements

24.1 The successful bidder will ensure that the central material storage containers (waste hoppers) are appropriately located outside facilities. Placement of hoppers must meet municipal or provincial standards (fire code). Hoppers must also meet all standards relating to signage and collection instructions.

24.2 Hoppers (bins) must be lockable.

24.3 The successful bidder is responsible for all landfill fees.

25. Insurance

25.1 The successful bidder will maintain at their own expense, for the duration of the contract, Comprehensive General Liability Insurance with a minimum limit, not less than two million dollars (\$2,000,000) inclusive of bodily injury including death and property damage. The policy shall cover all operations of the bidder.

26. Pricing

- 26.1 All prices quoted must remain firm for the first year of the contract, August 1, 2017 to July 31, 2018.
- 26.2 The successful bidder will be required to submit written proposed annual price change(s) to the Board for review by May 31st of each subsequent year during the contract term.
- 26.3 Notwithstanding the above, annual price increases that are deemed to be unacceptable (excessive) in the opinion of the Board, may result in the cancellation of the contract, at the sole discretion of the Board, if through negotiation mutually acceptable price increases cannot be agreed upon.

27. Sub- Contracting

- 27.1 The successful bidder shall not subcontract any work, in whole or in part, without the direct written consent of the Board, under the terms of this contract.

28. Invoicing

- 28.1 All invoices shall include at a minimum the following information:
- Facility name and address and date of pick up(s)
 - Rates and charges
 - HST

29. Recycling Program Materials

- 29.1 The Board's recycling program should include, as a minimum, the following materials at each facility:
- Aluminum food or beverage cans
 - Newsprint
 - Mixed paper
 - Magazines
 - Telephone directories
 - Polyethylene terephthalate (PET) bottles for food or beverage
 - High density polyethylene (HDPE) bottles used for food, beverages, toiletries or cleaners
 - Steel food or beverage cans
 - Boxboard or paperboard
 - Corrugated cardboard
 - Pizza boxes (clean-no food)

Specifications

The successful bidder shall provide sufficient collection resources to provide the service before the hour of 8:00 am and after the hour of 4:00 pm, Monday to Friday and between the hours of 7:00 am and 6:00 pm on Saturdays.

Access times to the waste and recycling bins (hoppers) will be coordinated by the Plant Maintenance Coordinator.

Bins/hoppers must be of standard size with a lockable lid. The removal of locks for the collection of materials will be coordinated by the Plant Maintenance Coordinator. The lids must be made of plastic.

The bidder must indicate the dimensions/size of the bins (hoppers) they are proposing in Appendix C - Pricing Sheets.

The Board will provide adequate space for the placement of bins and ensure appropriate access for trucks. The Board will be responsible for adequate signage to limit parking and provide traffic control in pickup areas.

The Board will provide adequate snow removal in front of bins (hoppers).

The successful bidder is responsible for the cost of repair or replacement of bins (hoppers) if they are damaged.

All vehicles must be equipped with an operational back-up warning signal.

Collections for schools are required five (5) working days prior to Labour Day and end five (5) days after June 30th of each calendar year. Collections required during the summer will be on a call pick up basis at the periodic pickup rates quoted in Appendix C – Pricing Sheet.

If based on school programming, additional collections are required to the normally scheduled pickup, periodic pickup rate would apply.

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Appendix A Company Profile and Experience

A Corporate Profile must be submitted detailing the Bidder's field(s) of expertise and normal line of business, emphasizing those fields relevant to the Huron-Superior Catholic District School Board's requirement. Bidder information shall include:

- correct legal name of the proposing entity;
- principal business and corporate directions of the proposing entity, including
- areas of expertise (specifically in relation to RFP requirements
- experience, preferably within a school board or municipal environment;
- experience with contracts of similar size and scope
- daily contact information, including office hours
- local presence
- additional sheets if necessary

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**Appendix B
List of References**

Reference #1:

Company Name	
Contact Person	
Contact Phone Number	
Email Address	
Address and City	
SUMMARY OF WORK DONE INCLUDING DOLLAR VALUE IN THE LAST TWO YEARS	

Reference #2:

Company Name	
Contact Person	
Contact Phone Number	
Email Address	
Address and City	
SUMMARY OF WORK DONE INCLUDING DOLLAR VALUE IN THE LAST TWO YEARS	

Reference #3:

Company Name	
Contact Person	
Contact Phone Number	
Email Address	
Address and City	
SUMMARY OF WORK DONE INCLUDING DOLLAR VALUE IN THE LAST TWO YEARS	

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Appendix C Pricing Sheets - WASTE

Location	Est. Enrol.	Bin Size	Services /Week	Price per Service
Holy Family 42 Rushmere Drive, SSM	233	4	1	
Holy Cross 16 Texas Ave, SSM	555	6	2	
Our Lady of Lourdes 319 Prentice Ave, SSM	324	6	1	
St Basil 250 St. Georges Ave E, SSM	453	3 x 4	1	
St Francis 147 Brookfield Ave, SSM	306	6	1	
St Mary's French Imm. 124 Gibb St, SSM	421	6	1	
St Paul 78 Dablon St, SSM	311	6	1	
St Mary's College 868 Second Line E, SSM	1,043	8 / 6	3 / 1	
Catholic Ed Centre 90 Ontario Ave, SSM		6	1	
Holy Angels Adult Learning Ctr 102 Wellington St. E, SSM		6	1	
St. Kateri 1539 Goulais Ave, SSM		4	1	
Our Lady of Fatima 140 Hillside Dr N, Elliot Lake	119	4	1	
Our Lady of Lourdes 139 Mississauga Ave, Elliot Lake	213	6	1	
St. Mary's 25 Michigan Ave, Blind River	115	6	1	
St. Mary 290 Algoma St W, Massey	136	4	1	
Sacred Heart 128 Park Street, Espanola	210	6	1	

Periodic Pickup Rate: **Waste: \$** _____

Pricing should not include HST

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Appendix C Pricing Sheets - RECYCLING

Location	Est. Enrol.	Bin Size	Services Bi-Weekly	Price per Service
Holy Family 42 Rushmere Drive, SSM	233	4	1	
Holy Cross 16 Texas Ave, SSM	555	4	1	
Our Lady of Lourdes 319 Prentice Ave, SSM	324	4	1	
St Basil 250 St. Georges Ave E, SSM	453	2 x 4	1	
St Francis 147 Brookfield Ave, SSM	306	4	1	
St Mary's French Imm. 124 Gibb St, SSM	421	4	1	
St Paul 78 Dablon St, SSM	311	4	1	
St Mary's College 868 Second Line E, SSM	1,043	6	1	
Catholic Ed Centre 90 Ontario Ave, SSM		4	1	
Holy Angels Adult Learning Ctr 102 Wellington St. E, SSM		4	1	
St. Kateri 1539 Goulais Ave, SSM		4	1	
Our Lady of Fatima 140 Hillside Dr N, Elliot Lake	119	4	1	
Our Lady of Lourdes 139 Mississauga Ave, Elliot Lake	213	4	1	
St. Mary's 25 Michigan Ave, Blind River	115	4	1	
St. Mary 290 Algoma St W, Massey	136	4	1	
Sacred Heart 128 Park Street, Espanola	210	4	1	

Periodic Pickup Rate: **Recycling: \$** _____

Pricing should not include HST

4.0 Value Added

Please provide information on what makes your firm innovative, provides competitive advantage or would be of particular benefit to the Board. Please also indicate what other services your firm provides that would/might be of assistance to the Board in regard to this contract.

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Appendix E Signed Declaration Letter

I/we declare that this proposal is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons submitting a proposal for the same purpose and is in all respects fair and without collusion or fraud.

It is further understood and agreed that the lowest or any proposal will not necessarily be accepted and that the Board reserves the right in its absolute discretion to reject any or all proposals or accept that proposal deemed most suitable to the Board.

By submitting a proposal, I/we acknowledge that I/we have carefully read the terms, conditions and specifications in the accompanying RFP document and signify our compliance as completed below. I/we hereby propose and agree to supply and deliver the items listed within the RFP Reply Form documents under the terms and conditions as listed within the RFP Reply Form documents, under the terms and conditions as listed in the RFP document.

I/we accept the terms and conditions of this RFP document. I/we have the authority to bind the organization.

Company	
Signing Officer Signature (I have authority to bind the corporation or my organization)	
Signing Officer (Print First and Last Name)	
Witness Signature	
Witness (Print First and Last Name)	
Address	
City	
Postal Code	
Telephone Number	
Fax Number	
Signing Officer's Email Address	
Service Contact's Name and Email Address	
Website	
Additional Contact Information	