



Clarence-Rockland

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

REQUEST FOR PROPOSAL (RFP)

<p>Proposal Number F18-INF-2020-013 Electronic – Electrical – Equipment Recycling Program</p>
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Request for Proposals Issued On: November 6, 2020

Proposal Submission Deadline: 2:00:00PM on November 27, 2020 Local Time in Clarence-Rockland Ontario, Canada

Deliver to:

**The Corporation of the City Clarence-Rockland
1560 Laurier
Clarence-Rockland
Client Service Center
Rockland, ON
K4K1P7**

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COMMUNICATIONS

All questions related to this Proposal, or for clarification on completing the Bid Submission Form, are to be directed in writing to:

Single Point of Contact:

Buyer: Yves Rousselle C.E.T.

Tel: 613-446-6022, Ext. Ext 2235

E-mail: yrousselle@clarence-rockland.com

All questions relating to this Request for Proposal or any clarification with respect to this Proposal should be made in writing **no later than 7 calendar days prior to closing date**. We cannot guarantee a response to any questions received after this deadline. The City reserves the right to extend the closing deadline if required.

Written answers or clarifications to issues of substance shall be shared with all Bidders and will be issued as part of the Proposal Documents in the form of an Addendum. Replies in any other manner will not be legally binding. All Addenda should be acknowledged on the Bid Submission Form.

No verbal communications shall modify the terms, conditions, or specifications, unless they are confirmed in writing to all potential bidders by the City of Clarence-Rockland Procurement Services in the form of an addendum.

Should a Bidder find omissions from or discrepancies in any of the RFP documents, unnecessary restrictions in the specifications, or should he/she be in doubt as to the meaning of any part of this document, he/she should notify the contact named above in writing prior to submitting a bid. An addendum will be issued if it is determined that a correction, explanation or interpretation is necessary or desirable.

Addenda's will be posted on the MERX Web site www.merx.ca and on the City of Clarence-Rockland Web site www.clarence-rockland.com.

If Bidders fail to report any discrepancies, errors or omissions to the Buyer as specified, Bidders will be deemed to have accepted all such specifications as being accurate, and the City will not approve any alternatives or extra charges subsequent to acceptance of the bid. Therefore, Bidders are encouraged to review the document in full before the deadline for questions.



1. **ELIGIBILITY TO PARTICIPATE**

Open competition.

2. **PURCHASER’S CODE OF ETHICS**

The Purchaser is seeking to satisfy the following objectives in issuing the RFP.

- Achieve the best solution for the needs of the purchaser.
- Obtain quality services at best overall value.
- Enhance customer satisfaction and improvements in services.
- Facilitate the purchaser’s purchases without limiting the purchaser’s choice or negate any other requirement.

3. **PROPOSAL TIMELINE**

Event	Anticipated Date
Request for Proposal issued	November 6, 2020
Last Day for submitting e-mail inquiries	November 20, 2020
Proposals due from firms	November 27, 2020
Evaluations	December 2020

4. **SUBMISSION OF BID**

Proposals should be submitted in accordance with the instructions set out in this RFP. The Producer Responsibility Organization (PRO) will provide a final report in hard copy bound. One (1) copy of the report to be provided as described as well as one (1) Electronic Copy on two (2) reproducible USB keys

Proposals should be completed without delineations, alterations, or erasures. In the event of a discrepancy between the original paper copy of a Proposal and any of the copies, the original shall prevail.

Please **do not** include any financial information in envelope 1 – Proposal.

Proposals should be submitted in **two (2) separate sealed envelopes**, clearly marked:

Envelope 1 – Proposal, to include: (Technical Proposal, Key Personnel, Bidder's Experience in Similar Work, Accessibility Standards Acknowledgement)

- One (1) bound original (prominently marked “original”) of the Proposal including all Appendices
- Two (2) searchable and not locked soft copy (i.e. USB) of the Proposal including all Appendices.

Envelope 2 – Financial Information, to include: (Bid Submission Form, Pricing Schedule)



- One (1) original (prominently marked “original”)
- Two (2) searchable and not locked soft copy (i.e. USB)

Proposals submitted in any other manner may be subject to disqualification.

In the event of a conflict or inconsistency between the hard copy and the soft copy of the Proposal the “**original**” version of the Proposal shall prevail.

5. **REQUIREMENTS OF BID**

Bidders are required to submit the following with their Bid:

- Bid Submission Forms, pages 28 to 31 must be submitted including all information as applicable to this contract.
 - ~ Pricing / Revenue Schedule
 - ~ Key Personnel
 - ~ Bidder's Experience in Similar Work
 - ~ Appendix A - Accessibility Standards for Customer Service
 - ~ Covid-19 Work plan

6. **GENERAL DESCRIPTION**

The City of Clarence-Rockland has a population of approximately 25,000 residents and is located east of Ottawa. It is one of the fastest growing communities in eastern Ontario. The City of Clarence-Rockland owns a landfill site and is the location of permanent recycling programs and depots, such as electrical and electronic equipment. More information is available on our website:

<https://www.clarence-rockland.com/index.php/en/landfill-site>

This Request for Proposals is a call for **Producer Responsibility Organization (PRO)** to continue to collect, transport and recycle Electrical & Electronic Equipment (EEE) at our depot.

The City is requesting proposals from PROS that are both interested and capable of undertaking the project and reporting its findings. The onus is on the proponent to show its knowledge, understanding and capacity to conduct the work outlined in the Request for Proposals.

7. **LATE BIDS**

Only Bids that have been time stamped by City staff and received at the Client Service Center will be considered. It is the responsibility of the Bidder to ensure that their Bids arrive on time at the Client Service Center. The City of Clarence-Rockland takes NO responsibility for Bids submitted via third parties and will NOT guarantee placement in the Bid Deposit box by closing time.

8. **OPENING OF BIDS**

Bids will not be opened publicly by Procurement Services staff; the names and all Bid totals will be posted to the Merx and the City’s website once the project has been awarded.

9. WITHDRAWAL OF BIDS

A Bidder may withdraw their Bid by written notice on business letterhead, clearly identifying the project, signed by an authorized individual and received by Procurement Services UNTIL 01:59:59 PM Local Time on the closing day. Faxes will be accepted (613) 446-1497 with the receiving time at Procurement Services being the "Official" time of receipt. Procurement Services takes NO responsibility for fax transmittals NOT being received on time, regardless of when they were transmitted.

If more than one (1) bid is received under the same name for the same contract and no Bid Withdrawal Form has been received, the Bid contained in the Bid Envelope bearing the latest date and time shall be considered the intended Bid. The first Bid received shall be considered withdrawn and returned to the Bidder.

10. ADDENDUM / ADDENDA

All clarifications, and/or modifications to the bid documents will be made by written addendum. All such modifications shall be incorporated into the bid documents and shall be considered when determining the base bid. Replies to questions and modifications in any other manner will not be legally binding and the City of Clarence-Rockland will assume no responsibility for oral instruction or suggestion provided by any City representative or consultant.

N.B. It is the responsibility of the auditor to check the Merx & City Web Site for any possible addenda.

Bidders will be allowed the opportunity to acknowledge Addendum / Addenda 48 hours after the closing date and time.

Bidders will **not** be allowed to alter their submission in any way after the closing date and time has elapsed.

Bidders should acknowledge receipt of all Addendum / Addenda by inserting in the space provided on the Bid Submission Form, the numbers of all Addendum / Addenda received during the bidding period.

11. REJECTION OF BIDS

The City of Clarence-Rockland reserves the right to reject any, or any part of, or all Bids, or cancel this Bid at any time for any reason whatsoever and also reserves the right to award the contract to other than the lowest compliant bidder.

The City of Clarence-Rockland will not consider Bids where the Bid Submission Form is improperly or incompletely filled out. The Bid Submission Form is supplied by the City of Clarence-Rockland. Bids submitted to the Client Service Center, City Hall, Clarence-Rockland, Ontario, after the designated closing time on the due date will not be considered, regardless of the circumstances which resulted in the late arrival to the Bid Deposit Box, and regardless of any postal cancellation date that may be imprinted on them.

The Bid Submission Form must bear a signature of an authorized person(s) of the bidder.

12. BID IRREGULARITIES

All bids received by the City of Clarence-Rockland are governed by its Procurement By-law, which in part provides staff with guidance in determining the validity of all Bids.

Bid irregularities will be dealt with in accordance with the following table:



Item	Irregularity	Consequence
1	Late bids	Automatic rejection, returned unopened to bidder
2	Bids received in an unsealed envelope	Automatic rejection
3	Bid submitted in a form other than the original Bid Form provided	Automatic rejection, unless in the opinion of the City the information provided is complete and it is not a financial schedule that has been submitted in a form other than the original Bid Form provided
4	Bid Form not signed or witnessed	Automatic rejection
	Bid Form signed by an authority to bind the company, but not witnessed	Upon notification, two (2) business days to seal or witness or bid shall be rejected
	Bid Form witnessed, but not signed by an authority to bind the company	Upon notification, two (2) business days to sign or bid shall be rejected
5	Incomplete Bid	Automatic rejection, unless:
		a) the competitive bid opportunity state that partial bids are acceptable, and the bid is complete in respect to the portion of the scope of work or deliverable(s) bid on; or
		b) in the opinion of the City, the omission is of a minor nature and is remedied by the bidder within two (2) business days of notification. Incomplete pricing shall not be considered minor in nature and shall result in automatic rejection, with the exception of the irregularities stated in accordance with Item 6 and 7
6	If a unit price has been provided but the corresponding extended total has been omitted	The extended total will be calculated from the unit price and the quantity specified, by the Owner
7	If an extended total has been provided but the corresponding unit price has been omitted.	The unit price will be calculated from the extended total and the quantity specified, by the Owner
8	Mathematical errors which are not consistent with the Unit Price, such as tax calculation errors	Upon notification, two (2) business days to correct or bid shall be rejected
9	Unit Price, which has been changed, not initialled but the corresponding extension is consistent with the amended Unit Price	Upon notification, two (2) business days to initial or bid shall be rejected
10	Unit price, which has been changed, not initialled and the corresponding extension is not consistent with the amended Unit Price	Automatic rejection

11	Transfer of an amount from one part of the submission to another is incorrect or incomplete	Upon notification, two (2) business days to correct or Bid shall be rejected
12	Bid Bond, in the form, amount and irrevocability outlined in the Contract documents, not submitted	Automatic rejection, unless the Bid Bond submitted is in excess of the competitive bid document requirements
13	Bid Bond not signed or sealed, as applicable	Automatic rejection
14	Bids not completed in ink or typed format	Automatic rejection
15	Alterations, additions, deletions or qualifying statements made to or provided with the Bid Form	Automatic rejection, unless in the opinion of the City the statements provided do not qualify any pricing but are included for clarity purposes
16	Strikeouts, erasures, whiteouts or overwrites made to the Bid Form that are not initialled	Automatic rejection, unless in the opinion of the City, the failure to initial is minor in nature and is capable of being remedied; upon notification, bidders shall have two (2) business days to initial or the bid shall be rejected. Un-initialled alterations to pricing shall be dealt with in accordance with Items 8, 9 and 10
17	Failure to have a representative in attendance and registered at a mandatory site visit	Automatic rejection
18	Bidder has not been previously prequalified under a related prequalification process, where applicable	Automatic rejection
19	Addenda have not been acknowledged:	
	a) which have financial implications	Automatic rejection
	b) which have informational content	Two (2) business days to acknowledge or bid shall be rejected

13. **BIDS IRREVOCABLE**

Bid submissions are an offer to the City, are irrevocable for a period of one hundred and twenty (120) calendar days, and may not be withdrawn by the Bidder after closing. Bids are open for acceptance by the City for a period of one hundred (120) calendar days.

14. **BID SUBMISSION FORM**

The unaltered Bid Submission Form must be completed in full, bearing a signature of an authorized person(s), and submitted in a sealed envelope, which should clearly identify both the project description and Bid # and identifies the Bidder.

Bids must be typewritten or legibly written in ink with any erasures/corrections being initialled by the Bidder in ink.



The City of Clarence-Rockland will not accept bids containing changes, erasures, overwriting, whiteouts, cross outs, or strikeouts, which are **not** initialled by the bidder, or bids with any alterations to the original bid request document.

15. PRICING / REVENUE

All prices / Revenues as submitted shall include all costs such as, but not limited to, labour, travel time, disbursements and other related charges in the performance of the work. No further changes shall be permitted by any Bidder beyond the prices provided in the Bid.

16. AWARD

The highest or any Bid shall not necessarily be accepted.

The City reserves the right to award the RFP to the PRO which in the City's sole and unfettered discretion, if in so doing, the best interests of the City will be served. No liability shall accrue to the City for its decision in this regard.

Award of this Bid shall be as recommended by the designated City of Clarence-Rockland Department in conjunction with Procurement Services, and as approved by Council if required.

17. REQUIREMENTS UPON ACCEPTANCE

Prior to award, the recommended Bidder is required to submit the following in a form satisfactory to the City for execution within ten (10) business days after being notified by the City.

- i) Should the recommended Bidder either; attempt to withdraw their Bid, or fail to or refuse to execute the Contract and/or provide the necessary documentation, within the time specified, the recommended Bidders' Bid Deposit (if applicable) shall be forfeited and applied for use by the City.
- ii) The following documents, as listed, shall be submitted prior to or at the time of signing an agreement or prior to the issuance of a PO:
 - a) Insurance Certificate;
 - b) A current copy of the Workplace Safety and Insurance Clearance Certificate, and
 - c) Accessibility Standards for Customer Service Training Acknowledgement Form (see Section 6 – Appendices)
 - d) Covid-19 Work plan.

The Covid-19 Work plan shall outline how the company will address COVID-19 social distancing and personal hygiene directives for their employees, Clarence-Rockland staff, their suppliers, subcontractors and the public

- e) Proof of PRO registration with the Resources Productivity & Recovery Authority.

18. BIDDERS INVOLVED IN LITIGATION WITH THE CITY OF CLARENCE-ROCKLAND

It is a matter of great importance to the City in the administration of this contract that the City's relationship with the successful bidder should be as productive, amicable and harmonious as is reasonably possible.

For the purposes of this section:

- (a) "Threatening Litigation" refers to the transmission of a written threat to commence a judicial proceeding; and;
- (b) "Pursuing Litigation" means actually commencing and / or continuing a judicial proceeding.

When:

- (i) A bid is received from a bidder who is threatening litigation or is pursuing litigation against the city in relation to previous contracts awarded to that bidder by the City; or,
- (ii) A bid is received from a bidder, against whom the City is pursuing litigation,

Active or pending litigation against the City by an auditing firm will prevent consideration of any bid submitted by that auditor. Each bidder expressly agrees in submitting a bid for this contract that, it shall have no claim for damages from the City in consequence of such rejection whether or not the litigation, or threatened litigation with the City which occasioned the rejection of the bid, has any merits, and whether or not it is successful or unsuccessful.

19. TRAINING REQUIRED ABOUT ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES

Section 6 of Ontario Regulation 429/07 (Accessibility Standards for Customer Service), made under the *Accessibility for Ontarians with Disabilities Act, 2005*, requires that the Auditing Firm (successful bidder/proponent) shall ensure that its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of the goods and services to persons with disabilities.

The training must be provided in accordance with the Regulation and shall include, without limitation:

- a review of the purposes of the Act and the requirements of the Regulation
- instruction about all matters set out in Section 6 of the Regulation.

This training is available to you on-line at <https://www.accessforward.ca/>. The on-line training takes about twenty minutes.

The PRO (successful bidder/proponent) will be required to provide a signed acknowledgement form to City of Clarence-Rockland Procurement Services or Engineering staff (specified in this document) that confirms their compliance with Section 6 of the Regulation.

20. RATED EVALUATION CRITERIA (100 Points Total)

STAGE 1

An evaluation team, overseen by City staff and facilitated by Procurement Services, will review all offers received and score the offers using a "consensus" approach, in relation to the criteria and points that are identified.

Authorization of a Standing Offer will be made solely on the basis of the offer submission, without a meeting with the Offeror. However, one or more offeror's may be invited to attend a formal interview with the evaluation team, or to provide written clarification on their offer.

1- Experience of the Offeror (25 points)

- i) Provide proof of registration with the Resource Productivity and Recovery Authority as a Producer Responsibility Organization (PRO).
- ii) Provide proof of signed agreement with one or multiple Producers.

- iii) Provide a list of your current and prior largest municipal clients indicating the type(s) of service performed, the number of years served for each client. Please provide the names and phone numbers of senior staff of these municipalities that may be contacted as references.
- iv) Indicate your companies experience in providing Recycling services, to municipal clients by listing the name of each client, the type(s) of services performed, and the local office which provided the service.

Describe up to two (2) project examples that demonstrate the Offer’s relevant experience for the specific Service Category for which the services are offered. The City reserves the right verify information provided.

The following information should be included for each project description:

- a) Project Title
- b) Client name and location
- c) Type of services provided
- d) Describe the approach to the project, overall methodology utilized
- e) Status of project
- f) Duration of the Contract (from/to)
- g) Total Project Budget and the Dollar value of the Offer’s contract
- h) List one (1) key challenge of the project and how your firm was able to overcome it
- i) Resources who worked on the project and who are part of the key team proposed for this category
- j) Name and contact information of client reference

2- Key Team Members (15 points)

Provide an organizational chart for the Offer’s company, or the appropriate unit within the company, which identifies the Principal(s), Project Manager(s) and Key Team Members of the PRO to be utilized under this Offer for the Service. The City reserves the right to verify information provided;

- i) Include experience profile of the proponent’s principal contact person(s) who will be responsible for this contract.
- ii) Indicate the local office(s) where the staff will be located, which office will be assigned the PRO and provide a detailed list of audit staffing and their positions.
- iii) Proponents must provide satisfactory evidence that the partner(s) is (are) registered with the Resource Productivity and Recovery Authority (RPRA).

3- Approach and Methodology (30 points)

Describe the general approach and methodologies proposed by the Offer for the following;

Historical tonnage:

2019	2018	2017	2016	2015	2014	2013	2012	2011
34.22	31.66	40	44	41	39	57	54	59

Describe the PRO’s approach based on the following;

This response should include at least the following points:

We are currently using a closed 40 yd³ roll-off container to store and ship EEE;

- Will this service continue?
- If not, what is the proposed method of storing and shipping EEE?
- Please note that we do not have any extra facilities to store EEE until ready for shipment.

Data reporting requirements: If we accept more than minimum amount noted in the regulation, we must record certain information:

- How will this be done?
- Will there be reporting portal on your website?

The weighing of EEE: As per regulation; if we accept than 50kg/day per person, information must be recorded and also, EEE must be less than 250 kg:

- How do we weigh EEE?

What is the proposed length of the agreement?

What are the insurance requirements?

Where is the EEE sent for processing?

How is the tonnage reporting managed? The City is obligated under its landfill ECA, to complete an annual report to the Ministry of Environment, Conservation and Parks (MECP) and our recycling activities must be included.

- Is this information provided at each shipment, monthly, yearly or only on demand?

We currently receive a revenue for our management of EEE:

- Will this continue?
- Are there any other financial incentives provided in your proposal?

How often can we obtain servicing?

- Our depot is open year-round but our servicing requirements vary greatly by season. We currently obtain servicing 'on-demand' and as required basis. The typical response is within 1 week.
- Will this continue or are we limited to a prescribed amount of collections per month/year?
- Where is service provider located?

Is there any additional information of your proposal that we should be aware of that have not been addressed in this document?

4- Value Added Service: (10 points)

How will the excluded EEE be managed? We typically accept all types in different waste streams to avoid landfilling and provide a complete service to our residents

- Can we accept excluded EEE?

- What are the procedures?
- Is there an additional cost?
- If not, is there a proposal to manage excluded EEE?

Data reporting:

- Is there an electronic method of recording this information on-site (i.e.: tablet or similar) and if so, is it provided by the PRO?

Weighing of EEE:

- Is a scale provided by the PRO to confirm maximum weight and daily weight of EEE accepted?

Promotion, Education and client service

- Do you provide bilingual P&E and communication products and support?

Offers must achieve a minimum score of 60% (48 out of 80) on the evaluation criteria numbered 1 to 4 inclusive to advance to Stage 2 of the evaluation process. Offers that do not meet the minimum score required will be deemed non-compliant and will be given no further consideration.

Stage 2

Financial Offer: (20 points)

Please provide a Financial Offer (using Bid Submission Form, attached). Financial Offers must be the full cost or revenue for all services including all local travel and out of pocket expenses. Fees / Revenues must include time allotments for each identified task proposed to carry out the work. This shall form the basis for payments / revenue to the successful proponent.

DEFINITIONS:

- 1) Award is when the contract has been signed by both the auditor and the City or a PO has been issued.
- 2) Bid is a Quote, Proposal or Proposal submitted to the City in response to a Bid Solicitation.
- 3) Bidder is a legal entity that submits a Bid.
- 4) Bid Irregularity is a defect contained within a response to a Bid Solicitation.
- 5) Bid Solicitation is an invitation for Bids from the City for the purpose of entering into a Contract.
- 6) Black Out Period is the period of time that starts when the Bid Solicitation is issued, and ends at the Award.
- 7) City is the Corporation of the City of Clarence-Rockland.
- 8) Compliant means the response to the Bid Solicitation conforms to the mandatory requirements contained in the Bid Solicitation.
- 9) Conflict of Interest
 - a) is defined as a situation or circumstances, real or perceived that could give a Bidder or potential Bidder an unfair advantage during a Competitive Procurement Process or compromise the ability of an Auditing Firm to perform its obligations under their Contract.
 - b) is a situation when City employee or a member of their family has a direct financial interest in a Contract or proposed Contract with the City, and where the City employee could directly influence the decision made in the course of performing their job duties, and also where they could indirectly influence the decision through exerting personal influence over the decision-makers.
- 10) Contract is a binding agreement between two or more legal entities, awarded under this Procurement Bylaw.
- 11) Contractor is any legal entity to which a Contract is awarded.
- 12) Council is the City Council of the Corporation of the City of Clarence-Rockland.
- 13) Litigation (Pending) is whereby a potential claimant has demonstrated or manifested an intention to assert a possible claim.
- 14) Procurement Services means the section of the Finance that is responsible for the Procurement of Goods and/ or Services for the City.

- 15) Purchase Order means; a) a written confirmation of the Procurement of Goods and / or Services at a specific cost and required for any Procurement of Goods and / or Services greater than \$25,000;
 b) may be used as the City's Contract with the Auditor to formalize all the terms and conditions of a proposed transaction, such as a description of the requested items, delivery schedule, terms of payment, and transportation.
- 16) Tender is a submission received in response to a Request for Tender.
- 17) Vendor is a supplier / seller of Goods and/or Services.
-

1. CITY NOT BOUND

The City reserves the right to accept or reject any or all Proposals, in whole or in part, to accept a Proposal other than the highest score ranked and/or to NOT accept any proposal for any reason whatsoever, and to accept any proposal if, upon evaluation analysis, it is considered to be in the City of Clarence-Rockland's best interest. Award of the contract in its entirety or in part shall be in accordance with City of Clarence-Rockland requirements.

2. ERRORS AND OMISSIONS/ MATHEMATICAL ERRORS (Unit Prices Prevail)

Should there be any error in extensions, additions or computations, The City of Clarence-Rockland shall be entitled to correct such errors based upon the unit prices supplied, and the corrected total shall be considered as representing the intention of the bidder, and shall be used as the basis for comparison of bid submissions.

The City shall not be held liable for any errors or omissions in any part of this RFP. While the City has used considerable effort to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive.

3. OWNERSHIP OF SUBMISSION MATERIAL

In consideration of the right to bid being offered, the bidder (by responding) releases all rights to the bid documents, which, on acceptance by Procurement Services, become the property of the City of Clarence-Rockland.

4. INCURRED COST

The City of Clarence-Rockland will not be liable, nor reimburse any bidders for costs incurred in the preparation of bids, or any other services that may be requested as part of the bidding process.

5. CONTRACT TERM

The term of the contract(s) will be three (3) years. The contract may be extended at the City's discretion for an additional two (2) year term. The contract renewals will be based on the same terms and conditions and upon mutual agreement between the Recycling Company and City and contingent upon a sufficient budget and / or Council approval if applicable.

Any options to renew will be subject to mutual agreement.

6. TAXES AND DUTY

- i) The City is subject to payment of Provincial and Federal (excise and H.S.T.) taxes imposed by the Provincial and Federal Governments. Should there be any approved variation in any tax or duty imposed by the Province of Ontario or the Government of Canada which becomes directly applicable to the goods/services or construction to be procured or provided during the term of this contract, the Bidder and the City mutually agree to allow the appropriate increase or decrease in the prices as of the date they become effective. The onus is on the Bidder to bring to the City's attention any such changes.
- ii) The Bidder shall allow in their prices for all Sales Taxes that may be required to pay on materials and equipment to be utilized or expended in construction and other works. Exception being; where the Bidder is in the position to claim for Sales Tax Rebates or input Tax Credits (ITCs) on the material used.
- iii) The Total Bid price shall be deemed to be inclusive of all Duties, Federal and Provincial taxes applicable to the auditor's charges to the City.
- iv) It is the Bidder's responsibility to investigate and otherwise familiarize themselves with all applicable federal and provincial tax laws as they relate to the specifications, and include related costs and the effect of available rebates / ITCs accordingly in the charges for all options.

7. NON-RESIDENTS

Canada Revenue Agency (CRA) Regulation 105, regarding Withholding Tax, is applicable to payments made to non-residents who provide their services in Canada. Further information on the income tax filing requirements for non-residents may be obtained on the CRA website www.cra.gc.ca and in the CRA guide T4058, Non-Residents and Income Tax:

Federal Withholding Tax regulations require that the City withhold 15% from amounts paid to non-resident Auditing Firms for services provided in Canada, unless a waiver has been provided. These amounts are remitted to the Canada Revenue Agency (CRA) and are considered a "payment on account" of the non-resident's Canadian tax liability. Non-residents may apply to CRA for a waiver or reduction of the Withholding Tax.

8. GOVERNING LAW

The obligations of the parties and resolutions of any disputes shall be governed by and construed in accordance with the laws of the Province of Ontario and the Federal laws of Canada, both as to interpretation and performance, and shall be treated, in all respects, as an Ontario contract. The parties shall attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

9. COPYRIGHT

The copyright for respective procured concepts and/or materials will become the property of the City of Clarence-Rockland unless otherwise mutually agreed upon by the successful Bidder and the City.

10. ABILITY AND EXPERIENCE OF BIDDERS

The City reserves the right to reject any BID unless the bidder is known to be skilled and regularly engaged in work of a character similar to that covered by the specifications of the work. The City also reserves the right to reject a Bid submitted by a bidder who has defaulted on, or failed to satisfactorily complete, other similar work in the past.

In order to aid the City in evaluating submissions, it may be necessary for each bidder to supply the City with additional information as specified in any special conditions. These may include, but not be limited to, references for similar work, background, a, or evidence of appropriate licences, evidence of financial stability.

11. FREEDOM OF INFORMATION

All information supplied to the City in this document becomes the property of the City of Clarence-Rockland and is subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

The names and bid amount of all bidders will be disclosed in accordance to our Procurement By-law.

Bidders agree that all documentation and information contained in any Bid Submission become the property of the City of Clarence-Rockland and as such, may be subject to disclosure under the terms of the *Municipal Freedom of Information and Protection of Privacy Act*. Although the City of Clarence-Rockland can in no way be responsible for any interpretation of the provision of this *Act*, if any Bidder believes any part of its Bid Submission reveals any trade secret of the Bidder, any intellectual property right, scientific, technical, commercial, financial or labour relations information, or any other similar secret, right or information belonging to the Bidder and if the Bidder wishes the City of Clarence-Rockland to attempt to preserve confidentiality of same, the particular trade secret, property right or information should be clearly designated as confidential.

12. WORKPLACE SAFETY AND INSURANCE BOARD

The Auditing Firm shall provide the municipality with a current "Clearance Certificate" from the Workplace Safety and Insurance Board and the municipality may, at any time during performance of the contract or upon its completion, require a further declaration that assessments or compensation required to be paid pursuant to the Workers' Compensation Act have been paid.

13. CONFLICT OF INTEREST

The PRO, all of the Subcontractors, and any of their respective advisors, partners, directors, officers, employees, agents, and volunteers shall not engage in any activity or provide any services where such activity or the provision of such services creates a conflict of interest (actually or potentially, in the sole opinion of the Owner) with the provision of the Work pursuant to the Contract. The PRO acknowledges and agrees that a conflict of interest includes the use of Confidential Information where the Owner has not specifically authorized such use.

The PRO shall disclose to the Owner, in writing, without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest, including the retention of any Subcontractor or Supplier that is directly or indirectly affiliated with or related to the PRO.

The PRO covenants and agrees that it will not hire or retain the services of any employee or previous employee of the City of Clarence-Rockland where to do so constitutes a breach by such employee or previous employee of the previous employer's conflict of interest policy, as it may be amended from time to time.

A breach of this Article by the PRO, any of the Subcontractors, or any of their respective advisors, partners, directors, officers, employees, agents, and volunteers shall entitle the Owner to terminate the Contract, in addition to any other rights and remedies that the Owner has in the Contract, in law, or in equity.

14. INSURANCE/INDEMNIFICATION

The successful bidder shall at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide the City with evidence of:

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000. per occurrence / \$5,000,000. annual aggregate for any negligent acts or omissions by the bidder relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products; broad form completed operations; employees as Additional Insured(s); contingent employer's liability; tenant's legal liability; cross liability and severability of interest clause

Such insurance shall add the Corporation of the City of Clarence-Rockland as Additional Insured with respect to the operations of the bidder. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the City.

Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000 inclusive for each and every loss.

Any and all deductibles applicable to the above noted insurance shall be the sole responsibility of the bidder and the City shall bear no cost towards such deductible.

The bidder is responsible to keep their property / assets insured – failure to do so shall not impose any liability on the City.

The bidder shall also provide Workplace Safety Insurance Board Certificate Clearance or its equivalent

The bidder shall provide the City with a certificate of insurance in compliance with the insurance requirements as stipulated in the agreement. The Policies shown above shall not be cancelled, material changed or lapsed unless the Insurer notifies the City in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company licensed to conduct business in Ontario which are, in all respects, acceptable to the City.

Indemnification:

The successful bidder shall defend, indemnify and save harmless the Corporation of the City of Clarence Rockland, their elected officials, officers, employees and agents from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by bidder, their officers, employees, agents, or others who the bidder is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the bidder in accordance with this agreement and shall survive this agreement.

15. DEFAULT

In the event that the successful bidder fails to properly, promptly, and fully carry out the work required by these documents, the City reserves the right to notify the successful bidder to discontinue all work under this contract, to advertise for new Bids or carry out the work in any way as the City may, at its sole discretion, deem best. The bidder further agrees to save and hold harmless the City of Clarence-Rockland and/or its officers, agents, or servants from all loss, damage, liability, cost, charge or expense whatsoever which it, they or any of them may suffer, incur or be put to by reason of such default or failure.

16. TERMINATION

In the event that the PRO fails to comply with any provision of this agreement or otherwise fails to perform its obligations hereunder in a competent manner satisfactory to the City, the City may give the PRO notice in writing of such failure. In the event that the PRO has not remedied its failure within ten (10) days of the said notice, the City shall be entitled to exercise any one or more of the following remedies:

- a) The City may terminate the contract without further notice;
- c) The City may engage the services of another PRO to remedy the PRO failure, and obtain reimbursement of extra cost incurred by another PRO and or loss of revenue from the original PRO. The said reimbursement may be obtained through any other legal means available to the City; or
- d) The City may assert any other remedy available to it in law or equity.

Unless the City expressly agrees to the contrary, any failure of the City to exercise any of the foregoing remedies, or the granting of any extension or indulgences, shall not be prejudicial to any right of the City to subsequently obtain such remedies.

17. PRO RESPONSIBILITIES

- 17.1 It is mutually agreed and understood that the PRO shall not assign, transfer, convey, sublet or otherwise dispose of the Proposal, or Contract or the right, title or interest therein, or the powers to execute the same, without the previous written consent of the City.
- 17.2 Acceptance of a purchase order issued by the City for a bid or any part of a bid shall constitute a contract between the City and the PRO which shall bind the Auditor on his part to furnish and deliver the goods or services at the prices given and in accordance with the conditions of the bid and these Standard Terms and Conditions.

18. CONTRACT AND PRO REQUIREMENTS

The PRO hereby covenants and agrees that if their Proposal or any part thereof is accepted by the Corporation, they:

- a) Shall **perform** the contract in accordance with the specifications, terms and conditions under which it is awarded.
- b) Shall use due care that no person is injured and that no property is damaged in the performance of the work.
- c) Shall not, except with the consent of the City in writing, release information relating to any subsequent order for **advertising**, promotional or technical purposes or otherwise give it publicity in any fashion, nor shall the name of the City be used for, or in connection with, any advertising or promotional purpose of the PRO.
- d) PRO are to treat information gained while working with the City confidentially and not use it for any other project and return it to the City if requested with no copies to be retained.,

19. REVENUE PAIEMENT

After each visit at the municipal Landfill depot, the Recycling Company will submit to the manager of the Environment of the City of Clarence-Rockland a report of the Tonnage of collected EEE.

The revenues shall be sent to the Finance Department - Accounts Receivable.

Revenues are to be sent to ar@clarence-rockland.com.

1. OCCUPATIONAL HEALTH AND SAFETY ACT (OHSA) REQUIREMENTS

The selected Proponent agrees at all times to comply with Occupational Health and Safety Standards in the workplace and further agrees to adhere to Health and Safety Standards set out in applicable statutes and regulations and to comply with written Health and Safety Policies of the City.

2. BEST AND FINAL OFFERS

Proponents are reminded that, since this is a Request for Proposal, a best and final offer may be requested, but this would be considered only with the short-listed Proponents, if used at all. Proponents are encouraged to provide their best offer initially and shall not rely on oral presentation or best and final offers.

3. GENERAL

The EEE depot is located at the entrance of the landfill site. The EEE products are dropped off by residents and accepted by staff and stored in a closed roll-off container. The PRO shall:

- Access site upon notifying proper staff;
- Unload empty roll-off container;
- Load full roll-off container;
- Minimize damage to gravel pad;
- Provide staff with necessary documentation showing details such as, but not limited to: date, time, driver, etc. prior to leaving site;

If a different approach and method is proposed, it will be reviewed and procedures noted and respected.

4. TERM OF ENGAGEMENT

To provide for degree of continuity and familiarity in the provision of recycling services, and given the scope and complexity of the program, the term of the agreement shall be for three (3) years. The contract may be extended at the City's discretion for an additional two (2) year term. The contract renewals will be based on the same terms and conditions and upon mutual agreement between the Recycling Company and City and contingent upon a sufficient budget and / or Council approval if applicable.

This Request for Proposals is a call from the municipality to enter into an agreement with a Producer Responsibility Organization (PRO) to continue to collect, transport and recycle Electrical & Electronic Equipment (EEE) at our depot. The City is requesting proposals from PROs that are both interested and capable of undertaking the project and reporting its findings. The onus is on the proponent to show its knowledge, understanding and capacity to conduct the work outlined in the Request for Proposals.

PROs must be registered with the Authority and provide proof upon request of their continued registration in good standing with the Authority.

Other Considerations

Please include any other items, not covered in the previous sections, which will identify why your company should be selected by the City. Information should be included in the proposal regarding any advisory services which may be available to the municipality free of charge on routine matters. These may include staff assistance and/or publications relating etc.

Not Applicable

Bid Number: **F18-INF-2020-013**
 Bid Description: **EEE RECYCLING PROGRAM**
 Closing Date: **November 27, 2020**
 Time: **2:00:00 PM Local Time**

Submitted to: Corporation of the City of Clarence-Rockland
 (Owner)
 1560 Laurier
 Client Service Center
 Rockland, ON
 K4K1P7

Company Name _____

I/We the undersigned have read and understand this Bid document, and herewith agree to perform the work required in accordance with the Bid document issued by Procurement Services, at the price(s) listed below:

I/We acknowledge that we have received addenda numbered ___ to ___ inclusive, and the prices submitted include the provisions set out in such addenda.

Supply the services of collection, transport and recycle Electrical & Electronic Equipment (EEE) at our depot to an approved location. (2021 Rates / Revenues):

_____/100
Prices are in Canadian dollars, and excluding HST (Dollars in Words to be inserted above)

Dollars (\$ _____)
(Dollar numbers to be inserted above)

Date of Earliest Commencement of Work upon award _____

We certify that:

1. The party executing this document is authorized to sign the same.
2. To the best of my/our knowledge and belief the information provided in our bid submission is correct.
3. Except as expressly and specifically permitted in the instructions to Bidders, we shall not have any claim for any compensation of any kind whatsoever, as a result of participating in this bid, and by submitting a bid we shall be deemed to have agreed that we have no such claim.
4. To the best of my/our knowledge and belief our bid submission is made without any connection, comparison of figures or arrangement with or knowledge of any other corporation, firm or person submitting a bid for the same work and is in all respects fair and without collusion or fraud.
5. To the best of my/our knowledge and belief no member of the Council and no officer or employee of the Corporation of the City of Clarence-Rockland is, will be, or has, become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise in, or in the performance of the contract, or in the supplies, work, or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived therefrom.

6. My/Our bid submission will remain open for acceptance for a period of 120 (one hundred and twenty) calendar days after opening of the bids and the Corporation of the City of Clarence-Rockland may at any time within this period accept our bid submission.
7. To the best of my/our knowledge and belief there is not nor was there any actual or perceived unfair advantage or conflict of interest in our bid submission or our performing of or observing the contractual obligations of the proponent as set out in the contract.

Signed and submitted for and on behalf of:

Company Name		
Address X	City	Postal Code
Signature of Authorized Signing Officer ()	Print Name, Title	
Telephone Number ()	Date	
Fax Number	Email Address	
HST Business Number	Payment Terms (E.G. 2%-10 Days, Net 30)	

Your completion of this form confirms acceptance of the City of Clarence-Rockland's Standard Terms and Conditions. Bidders who impose restrictions on their bid using a qualifying statement risk having their bid rejected.

PRICING / REVENUE SCHEDULE

The Proponent hereby proposes and offers to enter into the Contract referred to and to supply and/or do all or any part of the Work which is set out or called for in this Proposal, at the fixed price / Revenue hereinafter stated. The total Proposal amount shall include **all** auditing assignments and exclude out of pocket expenses, additional service fees and including HST taxes.

Description	Units	Rate per Tonne	Total
This Request for Proposals is a call for Producer Responsibility Organization (PRO) to continue to collect, transport and recycle Electrical & Electronic Equipment (EEE) at our depot. Please supply the Unit rate of Revenues for per Tons. The 2019 tonnage was 34.22Tonne	Tonne		
Other			

SUBTOTAL \$ _____

GST \$ _____

TOTAL PROPOSAL AMOUNT \$ _____

(Transfer Sub-Total Amount to Section 6, Bid Submission Form, Page 25)



KEY PERSONNEL

The following is a list of personnel who will actively supervise the work if we are awarded the Contract, with a record of each person's experience, knowledge and ability. It is understood that the Work will be directed by the listed personnel and that no change can be made without the prior written approval of the City.

<u>NAME/TITLE</u>	<u>QUALIFICATIONS/EXPERIENCE</u>

BIDDER'S EXPERIENCE IN SIMILAR WORK

State other Owners, which have been supplied/serviced by the Bidder within the last *five (5)* years for projects of a scope and nature similar to the project described in this Call for Bids. The awarded Bidder may be required to produce schedule of written references upon request.

The City reserves the right to consider, during the review of Bids, information provided in response to enquiries of references provided by the Bidder; poor reference(s) and/or an unsatisfactory safety record may result in the immediate rejection of the Bidder at the discretion of the City.

In addition, any information received in response to enquiries made by the City to third parties apart from those disclosed in the Bid in relation to the reputation, reliability, experience and capabilities of the Bidder may also be considered.

Project Name:	
Company for whom the work was completed:	
On the project did your firm act as a PRO?:	
Value of your portion of the project?	Date of Completion of this project?
Contact Name at the owner's facility:	Contact's Email Address:
Telephone Number with Area Code:	Fax Number with Area Code:

Project Name:	
Company for whom the work was completed:	
On the project did your firm act as PRO?:	
Value of your portion of the project?	Date of Completion of this project?
Contact Name at the owner's facility:	Contact's Email Address:
Telephone Number with Area Code:	Fax Number with Area Code:

Project Name:	
Company for whom the work was completed:	
On the project did your firm act as a PRO?:	
Value of your portion of the project?	Date of Completion of this project?
Contact Name at the owner's facility:	Contact's Email Address:
Telephone Number with Area Code:	Fax Number with Area Code:

Pursuant to Section 29(1)(a) of the Municipal Freedom of Information Act, I _____, authorize the Corporation of the City of Clarence-Rockland to contact any person(s)/companies, be they listed above or not, for the purpose of obtaining reference information. Any questions regarding the use and/or content of this form should be directed to the Corporation of the City of Clarence-Rockland, – refer to "Communications" contacted listed on page 4.



Appendix A – ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE
TRAINING ACKNOWLEDGEMENT FORM
for Contractors and Third Party Providers to
The Corporation of the City of Clarence-Rockland
Ontario Regulation 429/07:

Section 6 of Ontario Regulation 429/07 made under the *Accessibility for Ontarians with Disabilities Act, 2005* states that:

6. (1) Every provider of goods or services shall ensure that the following persons receive training about the provision of its goods or services to persons with disabilities:
1. Every person who deals with members of the public or other third parties on behalf of the provider, whether the person does so as an employee, agent, volunteer or otherwise.
 2. Every person who participates in developing the provider's policies, practices and procedures governing the provision of goods or services to members of the public or other third parties.

We acknowledge and confirm that we are in full compliance with Section 6 of Ontario Regulation 429/07 (Accessibility Standards for Customer Service) made under the *Accessibility for Ontarians with Disabilities Act, 2005*. We confirm that all employees, agents, volunteers, or others for whom we are at law responsible who are required to receive training under the Act have completed the training available at <https://www.accessforward.ca/>. We will provide to the City any further documentation that confirms this training upon the request of the City.

We will indemnify the City from and against any costs, expenses, fines, penalties, damages or losses that the City incurs or suffers as a result of our failure to comply with the Act.

Name of Auditing Firm or Third Party Provider

Signature of Authorized Signing Officer

Printed Name of Person Above

Appendix B – COURTESY LABEL

From:

BID SUBMISSION

**F18-INF-2020-013
EEE RECYCLING PROGRAM
(TECHNICAL PROPOSAL)**

TO: THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

**1560 Laurier
Client Service Center
Rockland, ON
K4K1P7**

From:

BID SUBMISSION

**F18-INF-2020-013
EEE RECYCLING PROGRAM
(FINANCIAL PROPOSAL)**

TO: THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

**1560 Laurier
Client Service Center
Rockland, ON
K4K1P7**

CLOSING DEADLINE – no later than 2:00:00 PM, November 27, 2020

