

**TOWN OF ESPANOLA  
TOWNSHIP OF SABLES-SPANISH RIVERS  
TOWNSHIP OF BALDWIN  
TOWNSHIP OF NAIRN-HYMAN**

Known as

**LaCloche Foothills Association**

**REQUEST FOR PROPOSAL**

**Engineering Services for the Development of RFP's  
For Waste and Recycling Collection Services**

**Sealed proposals, plainly marked as to the contents will be received by the undersigned up until 2:00 P.M. on Thursday, March 25, 2021.**

Espanola Town Office  
Attention: Joel Yusko, Manager of Public Works  
596 2<sup>nd</sup> Avenue  
Espanola, ON  
P5E 1C4

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## **INTRODUCTION**

The LaCloche Foothills Association is a small association of neighboring municipalities along the North Shore spanning approximately 42 km in length along Hwy 17 and Hwy 6. The participating municipalities for this proposal are Sables-Spanish Rivers, Espanola, Baldwin and Nairn-Hyman. (the Participants)

The waste industry has changed significantly over these past few years from the blue box transitioning to full producer responsibility, low value on recyclable material to our traditional locally owned and operated service provider being acquired by a larger corporation with a different operating value system pushing for automated service contracts, reduced recyclables with little or no options for municipality to determine what or how services should be provided.

The Participants are hoping that a group RFP for Waste and Recycling Services will attract more competitive bids, achieve economies of scale and provide a level of service that is driven by municipal government.

## **SCHEDULE**

**Proposals must be submitted prior to Thursday, March 25, 2021.** All proposals will be reviewed thereafter and a recommendation will be made to council by Municipal staff.

Issue RFP	March 5, 2021
Deadline for RFP Questions	March 16, 2021
Engineering RFP Submissions	March 25, 2021
Evaluation of Tenders	April 15, 2021
Council Award of Engineering Contract	May 13, 2017

## **DESCRIPTION OF THE SUCCESSFUL PROPONENT**

The Proponent shall detail their qualifications and experience, as well as that of each of their critical team members. The Proponent shall list, along with three (3) references, previous successful projects of the same magnitude and complexity that have been completed. The Proponent shall demonstrate that they have the necessary experience and staff to facilitate and prepare a joint RFP for the participants. The successful Proponent shall undertake the scope of work as well as show that they are capable of successfully accomplishing projects on time and on budget.

Proposals must demonstrate that the Proponent understands the nature of the assignment.

## **SCOPE OF WORK**

The following is a general description of the requirements.

1. Determine current levels of service of each participant that includes but not limited to information of current practice, contracts, finance, tonnages collected/estimated, by-laws affecting service levels, service levels between participants, lane kilometers traveled for service, population density or road density and any other reasonable perimeter that could impact service levels and cost of waste collection and recycling collection.
2. The proponent will identify service gaps and the difference in service levels between the participants and make recommendation to achieve a consistent level of service across the participants, and allocate by percentage, what each of the participants financial level responsibility would be moving forward as a amalgamated contract. This format will serve as a baseline of existing services and financials.
3. Review current legislation, proposed legislature, provincial policy statements, transition of blue box funding and market trends for recycling material and recent contract awards. The proponent will identify, suggest, estimate how the participants could be impacted both financially and by changes in service levels with the goal to facilitate the determination of the best course of action.
4. The proponent will consider any proposed changes or policy statements as it relates to organic material in the waste stream or out of the waste stream and how they may impact waste collection.

5. Present in person to the participants the findings and make recommendation to establish a participant level of service for the purpose of developing an RFP(s).
6. For the purpose of this proposal the participants are anticipating the proponent will be preparing a separate RFP for Waste Collection and Recycling. The participants will consider a single RFP for both Waste Collection and recycling services if recommended by the proponent and only after the findings are presented and a new level of service established.
7. The proponent should make allowance for the participants and or Council's to approve any proposed changes that will impact future service levels make any adjustments at as agreed by the Participants/Council's request.
8. The proponent will execute the RFP, evaluate the respondents and make recommendation to the participants in person.
9. The proponent will make allowance to attend each municipal Council's meeting via zoom Is Zoom.

### **AVAILABLE DATA**

**Sables-Spanish Rivers:** has a population of approximately 3200 people, with approximately 300 km of seasonal and year-round roads. The community receives its collection for both waste and recycling on Thursday. Recycling is curbside pickup with fibers one week and co-mingles the following week. Currently plastics # 1-6 are collected. The contractor retains 100% of the revenue generated from sales of the material. In 2019 our service provider recorded collecting approximately 140 tonnes of recycled material.

Residences and businesses receive curbside garbage pickup with a 2-bag limit for residences and an 8-bag limit for commercially assessed properties, maximum of 40 lbs./bag. The volume of waste collected is estimated at 1,200 cu. m. for residential and 1,580 cu. m. for commercial.

The Township does own its own landfill site and is requesting proposals for weekly backfilling and compaction of garbage after curbside pickup is completed and deposited in the landfill. This secondary proposal should include description of equipment, cost /cu.m. for supply of cover material as needed and cost of service.

**Espanola:** has a population of approximately 4996 people, some 2400 homes and a road system of approximately 136 km in length. The community receives its collection for both waste and recycling on Friday. Recycling is curbside pickup with fiber one week and comingled the following week. The contractor retains 100% of the revenue generated from sales of the material. In 2019 our service provider collected 335.32 tonnes of recycled material.

The Municipality doesn't own its own landfill site and the deposit of waste is covered in a separate contract. Residents and business receive curbside pickup with a 4-bag limit for residences and a 16 bag limit for commercially assessed properties. The volume of waste collected is estimated at 3,340 cubic meters for residential and 2,976 cubic meters for commercial.

**Baldwin:** has a population of approximately 551 people, a road system of approximately 26 km in length. The Municipality does not own its own landfill site and the deposit of waste is covered in a separate contract.

Baldwin receives its collection for both garbage and recycling on Wednesdays, with fiber one week and comingled the following week. Residences have a 3 bag per week limit. The contractor retains 100% of the revenue generated from sales of the recycling material. In 2019 our service provider recorded collecting approximately 25.00 tonnes of recycled material. The volume of waste collected is estimated at 637.85 cubic meters for residential and 82.13 cubic meters for commercial.

Commercial and Industrial properties contract out their own garbage and recycling pick-up.

**Nairn-Hyman:** has a population of approximately 383 people, and 296 households and a road system of approximately 60 km in length. 271 households are serviced by curbside collection for both garbage and recycling. 25 households located at the end of Sand Bay Road in the Agnew Lake area are serviced by recycling depot collection (service provided under a separate contract with Sand Bay Camp) and residents in this area bring their garbage to the landfill.

Nairn Centre receives its collection for both garbage and recycling on Wednesdays, with fiber one week and comingled the following week. Residences must have their garbage in clear bags with a 3 bag per week limit. The contractor retains 100% of the revenue generated from sales of the recycling material. In 2019 our service provider recorded collecting approximately 29.07 tonnes of recycled material.

Commercial and Industrial properties contract out their own garbage and recycling pick-up, and their waste is directed to an alternate landfill site.

The Municipality owns and operates our own landfill site. The volume of waste collected is estimated at 198.28 cubic meters for residential and 80.84 cubic meters for commercial.

## **PROPOSAL SUBMISSION AND CONTENT**

**The Town of Espanola will receive proposals for the project until 2:00 pm local time on March 25, 2021.**

Proposals which are received after the proposal submission deadline, as recorded by Joel Yusko, Manager of Public Works will **NOT** be considered. Proponents are solely responsible for ensuring that Proposals are delivered as required. Delays caused by any delivery service, including Canada Post will not be grounds for an extension of the Proposal submission deadline. Faxed or electronic transmissions or other forms of unsealed Proposals will not be considered.

Proponents who will be submitting a Proposal are strongly encouraged to register their intent. By registering, Proponents will have the benefit of receiving additional information, any changes or amendments to the RFP document. Those who choose not to register may not receive any notices of changes or amendments to the RFP document. Interested proponents are requested to register with Joel Yusko, Manager of Public Works via email at [Jyusko@espanola.ca](mailto:Jyusko@espanola.ca)

## **QUESTIONS AND ADDITIONAL INFORMATION**

Questions from Proponents concerning this RFP can be forwarded in writing or by email to Joel Yusko, Manager, of Public Works at the address provided below.

Please note that questions from Proponents will only be accepted in writing or by email prior to 1:00 p.m. local time on **March 16<sup>th</sup>, 2021**. In the event that a question(s) results in refinement to the RFP, a copy of the amended RFP will be directed to those Proponents that have completed the registration process. A decision to extend or vary the proposal submission date may be made at the sole discretion of the Participants

Joel Yusko – Manager of Public Works  
596 2<sup>nd</sup> Avenue, Espanola, ON P5E 1C4  
P: 705-869-1751 ex.2302 F: 705-869-4294  
Email: Jyusko@espanola.ca

## **PROPOSAL DOCUMENT**

### **Requirement of the Proposal Document**

Four copies of the proposal, which shall be no longer than fifteen (15) pages in length, plus appendices are to be submitted. This complete RFP document must also be attached to the Proposal Document and the Signature Page on Page 15 and Proposal Bid for on Page 16 of this document must be completed and signed. The RFP shall be submitted to the Town no later than 2:00 p.m. local time on **March 25<sup>th</sup>, 2021**

As the Review Committee will be studying several Proposals, the task of evaluating each one and comparing it against the others would be more easily accomplished if all Proposals follow the same general format. For this reason, the Proposal shall follow these guidelines:

### **Section 1: Introduction**

In this section, the Proponent shall specifically note any exceptions or deviations from the Request for Proposal as well as confirm their full understanding of the intent of the Request for Proposal. Provide a short narrative that illustrates the Proponent's



understanding of the project, the Participants requirements, project deliverables and objectives.

## **Section 2: Experience**

Names and qualifications of individual project team members and Sub-Proponents and how their experience directly relates to this project. Provide three (3) references including contact information of similar work should also be included in this section.

Name of the proposed Project Manager who will serve as the Town's contact throughout the duration of the project. Provide a detailed resume of the Project Manager. Provide a contingency plan to ensure adequate representation in the absence of the Project Manager for the duration of the project. A written request and approval by the Participants will be required for changes to the named Project Manager.

Company Experience on recent projects of similar scope and magnitude shall also be listed and briefly described in this section.

## **Section 3: Work Plan and Schedule**

Include a work plan and methodology describing the main tasks to be undertaken, as per the SCOPE OF WORK section. Within the body of the work plan, the Proponent shall list the team members who shall be overseeing each of the respective parts of the investigation and the estimated hours for each team member. The work plan and methodology shall be prepared in conjunction with a project schedule, including details on meetings, key deliverables and approvals.

## **Section 4: Project Cost**

This section will include a detailed breakdown of anticipated costs (staff time and disbursements, etc) as well as the total project cost. Major item costs should be subtotaled separately. The fee estimate shall include a breakdown for each individual phase as per the attached bid form. HST shall be documented separately.

The fee proposal shall include all costs and disbursements necessary for the Proponent to complete the project.

The Participants reserves the right to disqualify bids that, in their opinion, do not demonstrate sufficient resources and costs to adequately complete the project requirements.

The fee proposal shall demonstrate an understanding of the cost factors. A complete detailed price breakdown shall be included in the Proposal identifying all applicable costs, including per diem rates (or per hour rates) for all personnel, travel costs, public meeting costs, etc.

The Participants may choose to interview certain proponents to clarify issues. Proponents are advised that only complete submissions shall be reviewed and evaluated. However, the Participants may deem it necessary in the interests of the Participants to request additional information.

## **Section 5: Appendices**

This section is not included in the fifteen (15) page limit.

A1. Project Time Task with Fees and Schedule

A2. References (include names and current contact telephone numbers)

A3. Team Members Resumes (Curriculum Vitae)

A4. Project Profiles and Capabilities

A5. Additional Information

## **REVIEW COMMITTEE**

The review committee will provide a recommendation to the LaCloche Foothills with respect to the approval of the successful Proponent on or before April 15<sup>th</sup>, 2021 with council approval to award tender by May 13<sup>th</sup>, 2021

## **EVALUATION CRITERIA**

Proposals meeting the mandatory requirements will be evaluated and scored by an evaluation team of in accordance with the following criteria:

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1.	Background and Understanding of the project:	10 points
2.	Work Plan and Methodology of the project:	20 points
3.	Project Manager Experience and Capabilities	20 points
4.	Project Team and Organization Experience and Capabilities	20 points
5.	Project Cost	30 points
	Total	100 points

## **CONFIDENTIALITY**

### **Material Provided to Consultant by the Participants:**

Confidentiality of records and information relating to this work shall be maintained at all times. All correspondence, documentation, and information provided by the Participants to the Proponent in connection with or arising out of this RFP or the acceptance of any proposal:

- ❖ Remains the property of the Participants;
- ❖ Shall be treated as confidential and not be released unless permission is granted by the Participants;
- ❖ Shall not be used for any purpose other than replying to this RFP, and for fulfillment of any related commitments.

### **MATERIAL PROVIDED TO THE PARTICIPANTS BY CONSULTANT:**

All correspondence, documentation, and information provided to the Participants by any Proponent in connection with, or arising out of this RFP, and the submission of any Proposal will become the property of the Participants, and as such, are subject to the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), and may be released, pursuant to the Act. Because of MFIPPA, Proponents are advised to identify in their Proposal material any scientific, technical, commercial, proprietary, or similar confidential information the disclosure of which could cause them injury.

Any information in the Proponent's submissions that is not specifically identified as confidential will be treated as public information. All correspondence, documentation and information provided to the Participants may be reproduced for the purposes of evaluating the Proponent's submission to this RFP.

## **CONFLICT OF INTEREST STATEMENT**

In its Proposal, the Proponent shall disclose to the Participants any potential conflict of interest that might compromise the performance of the work. If such a conflict of interest does exist, the Participants may, at its discretion, refuse to consider the Proposal. If, during the Proposal evaluation process or the negotiation of the Agreement, the Proponent is retained by another client giving rise to a potential

conflict of interest, then the Proponent will so inform the Participants. If the Participants requests, the Proponent will refuse the new assignment or take such steps as are necessary to remove the conflict of interest.

### **NON-COLLUSION**

A Proponent shall not discuss or communicate, directly or indirectly, with any other Proponent or their agent or representative about the preparation of the Proposals. Each Proponent shall attest that its participation on the RFP process is conducted without any collusion or fraud. If the Participants discovers there has been a breach of this requirement at any time, the Participants reserves the right to disqualify the Proposal or terminate any ensuing Agreement.

### **THE PARTICIPANTS'S RIGHTS WITH RESPECT TO THE RFP**

This RFP does not constitute an offer of any nature or kind whatsoever by the Participants to the Proponents. The Participants do not bind themselves to accept any Proposals and may proceed as it determines, in its sole discretion, following receipt of the Proposals. The Participants reserves the right to accept any Proposal in whole or in part or to discuss with any Proponent, different or additional terms to those envisaged in this RFP or in such Proponents Proposal.

#### **The Participants has the right:**

- ❖ To cancel the RFP at any time without liability whatsoever to any Proponent;
- ❖ To accept or reject any of the Proposals;
- ❖ If only one Proposal is received, elect to accept or reject it;
- ❖ Not to accept the lowest fixed fee amount;
- ❖ To alter the schedule; RFP process, procedures or objective of the project or any other aspect of the RFP, as it may determine in its sole and absolute discretion; or;
- ❖ To negotiate with one or more Proponents to reach a final agreement for the services.

It is the nature of this RFP process that this RFP and/or Proposal in response to the RFP will not constitute a binding agreement, but will only form the basis for the finalization of the terms upon which the Participants and the chosen Proponent will enter into a final agreement (the "Agreement"), and does not mean that the Proposal

is necessarily totally acceptable in the form submitted. After the selection of a Proposal, if any, the Participants have the right to negotiate with the Proponent and, as part of that process, to negotiate changes, amendments or modifications to the Proposal without offering the other Proponents the right to amend their Proposals.

### **PROPONENTS COSTS**

All costs and expenses incurred by a Proponent related to the preparation or the presentation of its Proposal shall be borne by the Proponent. The Town is not liable to pay such costs and expenses or to reimburse or to compensate a Proponent under any circumstances.

There shall be no direct payment for the preparation and submission of Proposals, or to attend interviews in response to this Request for Proposal.

### **DELAYS**

The Town shall not be responsible for any delays or costs to the Proponents associated with any reviews or the approval process.

### **PAYMENTS**

Payments to the Proponent shall be discussed and determined between the successful Proponent and the Town.

### **ERRORS AND OMISSIONS**

It is understood and acknowledged that while the RFP includes specific requirements, a complete review and recommendation is required. Minor items not herein specified, but obviously required, shall be provided as if specified. The Proponent shall satisfy themselves fully as to the extent of the work required and shall provide all services required to complete the intent of the project. Any misinterpretation of requirements within this proposal shall not relieve the bidder of the responsibility of providing the required services.

### **WORKPLACE SAFETY AND INSURANCE BOARD**

The successful Proponent shall supply proof of good standing with the Workplace Safety and Insurance Board by providing a clearance certificate.

**INFLUENCE**

No person, company, corporation, or organization shall attempt in any way, either in private or in public, to influence the outcome of any municipal purchasing or hiring process. Any person, company, corporation, or organization that attempts to influence the outcome of any Municipal purchasing or hiring process shall be disqualified, and the person, company, corporation, or organization may be subject to exclusion or suspension from this or other works with the Participants.

**BILLING SUMMARIES**

The Proponent shall provide a breakdown, before its first invoice detailing all work. The breakdown shall be approved by Joel Yusko, Manager of Public Works. Every invoice shall include a running total of the current amount, the amount billed to date, the amount to complete, and the original upset limit.

**INDEMNITY**

The Proponent agrees to indemnify and save harmless the Participants from any claim or demand arising as a result of negligent act(s) of the Proponent, his employees, officers or agents, or those persons for whom the Proponent is at law responsible, in the performance of this contract.

**AGREEMENT**

The successful consultant shall prepare a project agreement in triplicate. The CEO/MEA 2017 Client Engineer Agreement for Professional Consulting Services shall be used as the project agreement.

**INSURANCE**

For the duration of the Contract, the successful Proponent shall, at its expense maintain in effect, with an insurer licensed in Ontario the following insurance coverages and policies:

- a) Comprehensive General Liability insurance on an occurrence basis for an amount not less than five million (\$ 5,000,000) dollars.
- b) Automotive liability insurance including all vehicles owner or leased by the successful proponent, for an amount not less than two million (\$2,000,000) dollars.

- c) Errors and Omissions Professional Liability covering the work and services described in the Bid Solicitation, such policy to provide coverage for an amount not less than two million (\$ 2,000,000) dollars and shall continue for twelve (12) months following the completion of work.

## **NEGOTIATIONS**

The Participants may award the agreement on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Proponents best terms/information, including all required documentation as listed. The Participants reserves the right to enter into negotiations with the selected Proponent. If the Participants and the selected Proponent cannot negotiate a successful agreement, the Participants may terminate the negotiations and begin negotiations with the next selected Proponent. This process will continue until an agreement has been executed or all Proponents have been rejected. No Proponent shall have any rights against the Participants arising from negotiations.



**Request for Proposal**

**Engineering Services for the Development of RFPs for Waste and Recycling  
Collection Services**

**SIGNATURE PAGE**

**Return RFP to:** Town of Espanola, Public Works Department  
596 2nd Avenue  
Espanola, ON P5E 1C4

**Attention:** Joel Yusko – Manager of Public Works

RFP Documents must be sealed in an envelope marked:

**“RFP- Engineering Services for the Lacloche Foothills Waste and Recycling  
Collection RFPs”**

By: \_\_\_\_\_

Name of Company or Individual

\_\_\_\_\_

Address

\_\_\_\_\_

Phone #

Fax #

\_\_\_\_\_

Name of Person Signing for Company

\_\_\_\_\_

Signature

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

**LaCloche Foothills**  
**RFP – Engineering Services**  
**For Waste and Recycling Collection Services**

**PROPOSAL BID FORM**

Description of the Work	Price
Project Management	\$ _____
HST @ 13%	\$ _____
<b>TOTAL</b>	\$ _____

Cost shall be an upset limit and include all disbursements.

If awarded the contract, the Proponent agrees to complete the work in accordance with the Proposal Specifications, and the following Addenda:

**ADDENDUM ACKNOWLEDGEMENT SECTION**

**Addendum Acknowledgement Section: Failure to complete this section when addendums have been issued may render your Proposal as non-compliant. Please ensure you complete this section if an addendum(s) has been issued.**

Addendum No. \_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_ Addendum No. \_\_\_\_, dated \_\_\_\_\_, 2020

I have read, acknowledge and understand all terms, conditions and requirements contained in this Proposal:

Company: \_\_\_\_\_ HST # \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Name & Position of Person Signing (Please Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

“I have the authority to bind the Corporation/Company/Partnership”  
Please ensure that an original signature (INK) is provided with the original proposal submission.