

**VILLAGE OF CAROLINE**



## **Request for Proposal**

# **Residential Containerized Curbside Waste and Optional Organics and Recycle Collection Services**

**Proposal Number: VOC 20-001**

**Date of Issue: February 7, 2020**

**Closing Date: February 28, 2020 at 2:00 pm**

**All inquiries must be emailed to [info@villageofcaroline.com](mailto:info@villageofcaroline.com)**

**between**

**February 8 – February 17, 2020.**

**No phone inquiries will be accepted.**

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## **Part 1 – General Information**

The Village of Caroline (the “Village”) invites Proponents to submit a formal proposal in response to the Request for Proposal (“RFP”) to provide Residential Containerized Curbside Waste and Optional Organics Collection (the “Services”) services within the Village’s corporate boundaries with a three (3) year contract with the option for a two (2) year extension with the Village for the Services.

The contract start date will be May 1, 2020.

The purpose of this RFP is to obtain a qualified service provider(s) to provide reliable collection and disposal services that will meet or exceed all relevant environmental regulations.

The Successful Proponent(s) will have the capacity and reliable equipment to ensure the successful delivery of this service.

Any proposed programs, changes in service levels and costs of a new collection system are subject to Council approval.

### **1.1 Submission of Proposal**

Proposals must be in a PDF format and may only be submitted via e-mail to [info@villageofcaroline.com](mailto:info@villageofcaroline.com) with the subject line clearly identifying “**Request for Proposal – Residential Containerized Curbside Waste and Optional Organics and Recycle Collection Service RFP# VOC 20-001**”. Proposals received late will not be considered. Faxed submission will not be accepted or considered.

Proposals transmitted by facsimile will not be considered. This RFP is open for anyone wishing to put in a Proposal as outlined in this document.

The Village will not be responsible for any costs incurred by a Proponent in preparing and submitting a Proposal.

### **1.2 Inquiries**

Refer all written proposal inquiries to [info@villageofcaroline.com](mailto:info@villageofcaroline.com). No phone calls will be accepted.

All written inquiries and the replies thereto will be provided as an “Addendum” posted to the Alberta Purchasing Connection (APC) website. It will be each proponent’s responsibility to check APC for any additional information. Inquiries and questions must be received by e-mail no later than February 17, 2020. All inquiries and questions received, and the answers will be conveyed to all Proponents by way of written addendum, no later than February 21, 2020 without naming the source of the inquiry.

The Village assumes no responsibility or liability arising from information obtained in a manner other than as described by this RFP.

### 1.3 Schedule

Milestone	Date
RFP Issued and Available on APC	February 7, 2020
Inquiries and Questions Closing	February 17, 2020
Addendums Issued and Available on APC	February 21, 2020
RFP Closing	February 28, 2019
Interviews Scheduled (If necessary)	March 3 – 6, 2020
Final Selection	March 20, 2020

## Part 2 – Scope of Service

The Village is looking for a qualified Proponent(s) that will be able to deliver the components identified as part of our waste management program beginning May 1, 2020. Due to the scope of the program, the Village will consider proposals for the complete program or for various components. The Village reserves the right to award one or multiple contracts. Separate contracts could be awarded for containerized waste collection, front load bin waste collection and organics collection or a combined contract could be awarded. Each component for collection will be individually evaluated by the criteria in Part 5.

The Village is looking for a community minded Proponent who will consider active community involvement including sponsorship, naming rights and advertising opportunities.

### 2.1 Requirements and Responsibilities

- I. The proposed unit rates provided by the Proponent(s) are to include:
  - a) Collection of all material from all designated households and front load bins.
  - b) Transportation and delivery of the material to a designated site in a safe and environmentally responsible manner (regardless of the manner of collection).
  - c) Collection and transportation of all residential organics material to a Registered or Approved (by appropriate Provincial body) composting facility (regardless of the manner of collection).
  - d) Provision of all collection equipment (trucks and necessary automated equipment) including back-up services in the event of equipment failure.
  - e) Provision of qualified supervision and personnel for the operation of the equipment.
  - f) Provision of fuel, lubricants and maintenance for the collection equipment.
  - g) Preparation and submission of a monthly update report to the Village indicating tonnages, common contaminants and contamination/residual rates.
  - h) Maintenance of third-party receipts, for the duration of the contract, showing weights of materials disposed of, and the Village maintains the right to review all such documentation within one working day of its request, at any time during the contract.

- i) Waste loads originating or terminating in the Village must not be shared with other customers of the contracted hauler. Loads shall only contain residential waste and not be combined with any commercial waste from within the Village.
  - j) Any residential waste or organics set out for collection in excess of the current limit for residential collection must not be collected by the Proponent.
  - k) The Proponent will not be responsible for collecting residential waste or organics that are not properly prepared or placed in accordance with the standards and limits as set forth in any resolutions or bylaws passed by the Village from time to time in respect of such matters. The Proponent will be supplied a copy of the limits and standards at the commencement of the contract along with any amendments thereto from time to time.
  - l) The Collector must take photos and record the collection address when trouble spots are identified that need to be communicated to the Village. The Collector or Dispatch will submit the electronic photo, collection address and concern details to the Village immediately. Trouble spots could include: overfilled carts, cart placement, late set out, parking, litter, cart damage, etc.
  - m) All collection vehicles carrying materials collected under the terms of this contract must cross the weigh scales and be weighed. The vehicle must clearly display the identification number and license plate so that it can be easily recorded by the scale house operator. The driver of the collection vehicle must provide the scale house operator with the information related to the material being delivered and where it was collected from.
- II. The disposal and processing costs for waste at the agreed upon disposal facility will be paid separately by the Village. The proposed tipping or processing fees should be specified separately from the proposed unit rates. It is expected that the Rocky Mountain Regional Solid Waste Authority (RMRSWA) Landfill will have the ability to accept the entire volume of the specified waste material from the Village over the length of the contract.

## 2.2 Company Profile

- I. Proponents must include a brief description of your company which provides the following information:
  - a) Location, size, number of employees, nature of business, the resources assigned to provide the project services (e.g. drivers, contract manager, equipment, etc.) and any other related information;
  - b) A Business Continuity Plan indicating how facility closures, equipment shutdown/breakdown or inability to collect any of the waste streams will be dealt with. This should include short- and long-term contingency strategies as well as descriptions of alternate delivery facilities and/or equipment;
  - c) Any weather and/or poor road conditions policy indicating what conditions the company will or will not collect in;
  - d) Any statutory or other holidays that the company would not provide waste collection services on.
  - e) Training and qualifications of operators and route supervisors;
  - f) Necessary licenses, inspections and approvals;
  - g) Safety programs, including copies of safety manuals and operating procedures;

- h) Security/bonding information; and
- i) List of experiences with similar programs in other municipalities, and other information as applicable.

### **2.3 Equipment Requirements**

- I. Proponents are to include information regarding their equipment. Proposed equipment will be evaluated (under qualifications).
  - a) The Successful Proponent(s) must have sufficient equipment (in good condition) and the capacity to complete the collection route for each day within the allowed hours (weekdays 7:00 am to 4:00 pm). This includes those days following statutory holidays when double or triple collections may be required.
  - b) The proposed equipment must be capable of collecting waste carts mechanically using an automated style arm device.
  - c) The Successful Proponent(s) will be responsible for the provision of equipment that is capable of collection in all areas including, but not limited to:
    - a. restricted access areas (cul-de-sacs, back lanes); and,
    - b. areas with potentially restrictive height tree canopies or power lines.
  - d) Technical specifications of the equipment (e.g. make, model, year, condition, truck dimensions, weight, automated arm capabilities, limitations/restrictions related to size/make of carts, maintenance program, size of fleet, etc.).
  - e) Equipment must be properly registered and insured in accordance with the motor vehicle laws of the Province of Alberta.
  - f) Equipment must conform to all Federal, Provincial and local safety regulations.
- II. Proponents should also ensure the following information is included in their proposal:
  - a) How equipment failure or absence of operators are handled to ensure that the routes are covered.
  - b) Any equipment maintenance policy and schedule including how any residential disturbances will be addressed (e.g. oil leaks).

### **2.4 Carts**

- I. The Village currently owns 240 litre carts for waste collection.
- II. Proponent must provide pricing for the maintenance of carts.
- III. Cart maintenance includes any repairs or replacements that are requested by residents, the Village or the Contractor including, but not limited to, wheel replacements, lid replacements, cart replacements and new cart deliveries.

### **2.5 Customer Service Protocols**

- I. Proponents must clearly state how they will address customer service calls from both Village Administration and residents. The Proposal must include information on the following as it pertains to customer service:
  - a) The processes and resources assigned to customer service (e.g. how calls and complaints will be received and addressed).
  - b) The supervisor and main contact for field operations. This individual needs to be fully accessible during business hours and must rapidly respond to any phone calls or emails from Village Administration.
  - c) The company's internal policy regarding inquiries from residents.
  - d) Policies and procedures of how the Proponent deals with direct inquiries from residents.
  - e) A consistent and effective system to validate missed collections for all waste streams that can be acceptable to both the Village and the Proponent, such as pictures of infractions, GPS data, etc.
  - f) Timelines and overall strategy for dealing with missed collections, cart repairs and deliveries and requested returns for service by Village Administration. This will include having clear timelines on when those requests will be addressed.

## **2.6 Monthly Report Card**

- I. The Village is requesting that a monthly update report be submitted by the Successful Proponent to accurately track and record collection issues. This report should, at minimum, include the previous month's information on the following:
  - a) Contamination/residual rates from the organics stream.
  - b) Popular contaminants observed in waste streams.
  - c) Monthly tonnages for waste, recycling and organics stream.
  - d) Notable collection issues (for example, an increase in carts not being out on time).

## **2.7 Value Added Services and Initiatives**

- I. When reviewing Proposals, the Village will take into consideration the Proponent's willingness and ability to provide value added services that include, but are not limited to the following:
  - a) Education and public awareness initiatives to support the waste collection program. Proponents may include in their Proposal a description of any educational services and/or deliverables the Proponent will provide for each of the service components they are submitting a proposal for.
  - b) Creative environmental or social initiatives that promote increased diversion and community engagement and/or increase efficiencies in its waste management program.
  - c) Any initiatives that work to measure and/or reduce the carbon footprint of the waste management program.
  - d) Community involvement including sponsorship, naming rights and advertising opportunities.



## 2.8 Contract Obligations

- I. The Successful Proponent(s) will be required to enter into a three (3) year Contract with the option for a two (2) year extension with the Village to perform the Services. Prior to execution of the Contract, the Successful Proponent will be required to provide the Village with:
  - a) Security – bonding, certified cheque or irrevocable letter of credit from a recognized financial institution in the amount of 50% of the contract value for the first year.
  - b) WCB Certificate of Account in Good Standing.
  - c) Insurance Certificates
    - a. Commercial General Liability: \$5,000,000.00 per occurrence and is to include, but is not limited to:
      - i. Bodily Injury and Property Damage
      - ii. Products and Completed Operations
      - iii. Non-Owned Auto
      - iv. Personal Injury Liability
      - v. Severability, Waiver of Subrogation and Cross Liability Clauses
      - vi. Employees as additional insured
      - vii. Independent Contractors
      - viii. Blanket Contractual Liability
      - ix. Broad Form Property Damage
      - x. Add the Village as an Additional Insured
      - xi. 30 Day Cancellation Notice
    - b. Automobile Liability: \$5,000,000.00 per accident for bodily injury and property damage covering all owned, hired, leased and non-owned vehicles.
      - i. Add the Village as an Additional Insured
      - ii. 30 Day Notice of Cancellation

## 2.9 Timelines and Schedules

- I. Proponents are to include a program schedule with their proposal. The schedule is to include information regarding the proposed collection, routes and any other scheduling information (e.g. transition period, special collections). The schedule and proposal should also include how the Proponent will work with the Village in the weeks leading up to the implementation of the new program.
- II. The Contract will be for three (3) years with the option for a two (2) year extension commencing May 1, 2020. Updated house counts will be provided annually. Please clearly outline fees in the table found in Appendix C.

## **Part 3 – Current and Proposed Service Levels**

### **3.1 Current and Proposed Service Levels**

- I. The Village currently provides the following services to residents as part of its comprehensive waste management program:
  - a) Weekly automated collection of waste in a 240 litre black carts and is taken to the RMRSWA Landfill.
- II. Residential waste is collected from front street and back lane pick-up locations, with the majority of collections occurring in the front street. The Village's preference is to maintain the current level of service with back lane collection where possible. New residential developments will be evaluated on a case by case basis. A Village map illustrating current collection routes is provided in Appendix B. The Village reserves the right to work with the Successful Proponent to finalize/adjust the route schedule to maximize efficiency.
- III. The Village currently services 194 households (2019).
- IV. The Village is a member of the Rocky Mountain Regional Solid Waste Authority (RMRSWA) and therefore all hauling of village waste material will go to the RMRSWA Landfill to be weighed and billed accordingly.

### **3.2 Residential Curbside Collection of Waste**

- I. The Village currently operates under a weekly, automated collection program throughout the year. Proposals should address the costs to continue providing this level of service.
- II. All waste is brought to the RMRSWA Landfill. The Village will continue to bring waste to this facility for the duration of the Contract.
- III. In submitted Proposals, the Village will look for costing for the following waste-related collection:
  - a) Automated curbside cart collection – weekly
  - b) Front load bin collection - weekly
- IV. The Village reserves the right to change to bi-weekly collection based on service levels established by Council.

### **3.3 Optional Residential Curbside Collection of Organics and/or Recycle**

- I. The Village is requesting proposals for the collection of organic and/or recycle materials. Proponent should provide information on how they would operate such a program, types of organics and/or recycle to be collected, costs associated with initiating program, type of container, collection schedule and location and type of facility that would be utilized for the

- organic and/or recycle collection. Currently, there is not an approved facility within the Village or Clearwater County that accepts organic and/or recycle waste material.
- II. Proponent(s) should provide the proposed costs for the collection and hauling of organic and/or recycle waste.
  - III. The Successful Proponent is expected to provide quality control of organic and/or recycle waste, ensuring that bins with contamination rates over 10% are not collected. If contamination is higher than 10%, materials should be clearly tagged with a sticker and an explanation will be left by the hauler.
  - IV. In submitted Proposals, the Village will look for costing for the following organics and/or recycle-related collection:
    - a) Automated organics and/or recycle cart collection – bi-weekly from November 1 - April 30
    - b) Automated organics and/or recycle cart collection – weekly from May 1 - October 31

## **Part 4 – Detailed Proposal Instructions**

### **4.1 Mandatory Submission Requirements**

- I. The Proposal will be submitted electronically in PDF format. Subject line should clearly state **“Request for Proposal – Residential Containerized Curbside Waste and Optional Organics and/or Recycle Collection Services RFP# VOC 20-001”** by the Closing Date and Time.
- II. The Cover Page must clearly identify the following:
  - a) The title of this RFP
  - b) The Proponent’s name and contact information
  - c) The date of the submission
- III. Proposals shall be divided into sections identified as follows (please see below for detailed descriptions for each section):
  - a) Executive Summary
  - b) Proposal Narrative
  - c) Project Team Qualifications
  - d) Project Team References
  - e) Schedule
  - f) Fee Proposal
  - g) Additional Information
- IV. All Proposals shall be submitted in the English language.
- V. Where requested or relevant, provide samples, drawings or references that will be used for clarification and confirmation of services being offered.

- VI. Proposals must include all relevant pricing on all items that are the responsibility of the Proponent.
- VII. Proposals will be opened following the Closing Time. Proposals submitted after the Closing Time will NOT be considered and will be rejected. Proposal Opening will not be public.
- VIII. Only one (1) Proposal may be submitted by each Proponent.
- IX. Proposals must include all required information.
- X. Proposals must fully disclose, in writing to the Village on or before the Closing Date of this RFP, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the Proponent were to become a contracting party pursuant to this RFP. The Village shall review any submissions by Proponents and may reject any Proposals where, in the opinion of the Village, the Proponent could be in a conflict of interest.

## **4.2 Submission Headings**

### **Executive Summary**

This section should include each of the following items and be no more than (2) two pages in length:

- I. A brief description of the Services that are proposed;
- II. A brief outline of the unique advantages of the proposed solution;
- III. The name, title and address of the Proponent's representative responsible for the preparation of the Proponent's Proposal;
- IV. The name, signature, title and address of the Proponent's representative empowered to conduct contract finalization on behalf of the Proponent; and
- V. A list of assumptions that affect the price, level of service/product or duration of the work.

### **Proposal Narrative**

- I. In this section of the Proposal, the Proponent must demonstrate an understanding of the key requirements of the project and outline the approach taken to completing all aspects of the Services.
- II. All assumptions made in preparing the Proposal should be identified clearly. These assumptions will be vetted by the Evaluation Team and clarification may be required as

necessary, provided that the Village shall have no obligation to seek clarification and the Proponent is responsible at all times for ensuring clarity of the Proposal.

- III. This section gives the Proponent the opportunity to describe in detail the unique advantages of the Proponent's proposed solution that illustrates the "added value" that the Proponent has to offer.
- IV. Be sure to address all the requirements, responsibilities and specifications contained in the RFP.

### **Project Team Qualifications**

- I. The Proponent must indicate the Proponent's/Project Team's qualifications and capabilities to provide the Services, including past services having similar requirements to the one being proposed.
- II. Include resumes, summarizing the qualifications of the Proponent/Project Team members, including any subcontractors (if applicable). Specify how these staff will be organized and supervised.

### **Project Team References**

- I. The Proponent must provide a minimum of three (3) references from customers who have contracted with the Proponent for similar services in the past five (5) years.
- II. At least one (1) reference from a publicly operated organization is desirable.
- III. Proponents are advised not to use references from the Village. Each reference should include the following information:
  - a) The reference company's name, address and telephone number.
  - b) The name and title of a person who may be contacted at the reference company.
  - c) The title and date of the project.
- IV. The Village reserves the right to contact these references, or any other references known to the Village, without prior notification to the Proponent.
- V. The Village reserves the right to contact any previous or current user of the Proponent's products or services, including the Village's own personnel.

### **Fee Proposal**

- I. The Proponent shall provide pricing as described in Appendix C.
- II. The Proponent is to provide any terms and conditions regarding the payment/fee proposal.

- III. Pricing shall include all fees, purchases, commissions, out-sourced services, charges and duties pertaining to the delivery of goods and services quoted in this RFP.
- IV. All prices shall be quoted in Canadian dollars with GST identified separately.

**Additional Information**

- I. The Proponent should provide any other pertinent information it deems necessary.

**4.3 Modification of Proposal**

- I. Modifications of Proposals already submitted will be accepted if received in writing prior to the time set for submitting proposals.
- II. Modifications shall be submitted electronically in PDF format only.

**Part 5 – Evaluation Criteria**

**5.1 General Evaluation Information**

- I. All Proposals presented by Proponents will be evaluated in the context of the overall value they bring to the Village. The criteria to be considered by the Village will include a combination of expertise, qualifications, fee and such other criteria as determined by the Village at its sole and unfettered discretion as further described below (the “Evaluation Criteria”).
- II. The Village shall use the following Evaluation Criteria as the basis for its evaluation of submitted Proposals. The Evaluation Team will utilize specific evaluation criteria to rate various requirements for evaluation purposes.
  - a) Subject to the requirements of the *Freedom of Information and Protection of Privacy Act* (“FOIPP”), such ratings shall be confidential and no totals or scores of such ratings shall be released to any party. Each program may be individually evaluated.
- III. By submitting a Proposal, the Proponent acknowledges and agrees to the following:
  - a) The Village has, and is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the Evaluation Criteria.
  - b) It waives any right to contest, in any legal proceedings or otherwise, the decision of the Village to award points in respect of the Evaluation Criteria.
  - c) The Proponent with the highest points will not necessarily be the Proponent invited to proceed to the interview process.

Evaluation Criteria	Weight
<b>Service Provision, Demonstrated Experience, Capacity and Ability</b>	<b>35%</b>

Understanding of service requirements; experience delivering similar services; capacity and ability to provide services	
<b>Total Cost / Fee Proposal</b> Overall value for money; detailed budget and breakdown of all associated costs	<b>50%</b>
<b>Flexibility and Ability to Work with a Village</b> Knowledge and previous experience with the Village; proposed initiatives to maximize waste diversion	<b>10%</b>
<b>Value Add</b> Community involvement including sponsorship; naming rights, and advertising	<b>5%</b>

## **Part 6 – Selection Process**

### **6.1 Evaluation and Interview**

- I. Following the Closing Date, the Evaluation Team will review the Proposals which have not been rejected and will determine the overall scores and ratings of the Proponents. At this stage, Proponents may be formally asked by the Evaluation Team for clarifications. A written response will be required, and the time frame for response will be minimal.
- II. Following the initial review and clarifications, the Village may, in its sole and unfettered discretion, interview any one or more of the Proponents that have submitted a Proposal in response to this RFP.
- III. By submitting a Proposal, each Proponent acknowledges and agrees that the holding of an interview shall not constitute an express or implied representation, warranty or undertaking on the part of the Village as it relates to the content of the Proposal submitted by the Proponent. The Village expressly rejects any express or implied representation, warranty or undertaking which may arise as a result of the Proponent submitting a Proposal in response to this RFP.

## **Part 7 – RFP Terms and Conditions**

## **7.1 Reservation of Rights**

- I. The fee will be only one of the determinants for acceptance of a Proposal by the Village. The lowest or best fee proposal will not necessarily be accepted, and the Village reserves the right to reject any or all Proposals at its sole and unfettered discretion.
- II. The Village reserves the right to accept conditions to be offered by and/or negotiated with the Successful Proponent which are not specifically contained in this RFP. Such options and/or alternatives shall be included in the Proposal review process as part of the evaluation but shall not be used to solely revise the Fee.
- III. At all times, the Village reserves the right to seek written clarifications of a Proponent. Such clarification shall be deemed an amendment to such Proponent's Proposal and be binding upon the Proponents.
- IV. At any time and at the sole discretion of the Village, the Village reserves the right to terminate any and/or all services provided by the successful vendor should the services provided be deemed as unsatisfactory. In this event, the Village will provide written notice to the vendor of the unsatisfactory condition and if the vendor does not remedy the unsatisfactory condition within 30 days of the date of the written notice the Village will terminate the service(s) on 30 days written notice, or as otherwise provided in the Contract.

## **7.2 Disclaimer of Liability and Indemnity**

- I. The Village, its directors, officers, servants, employees, agents and consultants expressly disclaim any and all liability for representations, warranties (express or implied), errors or omissions in the RFP package or in any written or oral information transmitted or made available at any time to a Proponent or on behalf of the Village.
- II. By submitting a Proposal, a Proponent agrees:
  - a) To be responsible for conducting its own due diligence on data and information upon which its Proposal is based;
  - b) That it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;
  - c) That it has gathered all information necessary to perform its obligations under its Proposal;
  - d) That it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal;
  - e) To hold harmless the Village, its elected officials, officers, employees, insurers, agents or advisors and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process;
  - f) That it shall not be entitled to claim against the Village, its elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether



- obtained from the Village or otherwise (including information made available by its elected officials, officers, employees, agents or advisors, regardless of the manner or form in which the information is provided) is incorrect or insufficient;
- g) That the Village will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent as a result of or arising out of submitting a Proposal or due to the Village's acceptance or non-acceptance of its Proposal; and
  - h) To waive any right to contest in any proceeding, case, action or application the right of the Village to negotiate with any Proponent for the Contract whomever the Village deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the Village.
- III. The successful Proponent shall release, indemnify and hold harmless the Village and its elected and appointed officers, servants, agents, employees, or contractors, from and against any and all losses, claims, demands, payments, suits, actions, damages, judgments and expenses (including legal costs on a solicitor and own client basis), of every nature and description brought or recovered against or incurred by the Village and its elected and appointed officers, servants, agents and employees, arising out of or related to the Successful Proponent's breach of the Contract or by reason of any act or omission or alleged act of omission of the Successful Proponent, its agents, employees or contractors in the performance of the Contract, or arising from the exercise of any rights or remedies of the Village.

### **7.3 No Tender and No Contractual Relationship**

- I. This selection process is not a tendering process. It is part of an overall selection process intended to enable the Village to identify a potential Successful Proponent. The submission of a Proposal does not constitute a legally binding agreement between the Village and any Proponent. For greater certainty, by submission of its Proposal, the Proponent acknowledges and agrees that there will be no initiation of contractual obligations or the creation of contractual obligations as between the Village and the Proponent arising from this RFP or the submission of a Proposal.
- II. The Proponent acknowledges and agrees that this procurement model is not a tender but a Request for Proposal. A Proposal may be rescinded by a Proponent at any time prior to the execution of the Contract.

### **7.4 Discretion of Village**

- I. Notwithstanding any other provision of this RFP to the contrary, the provisions in this Part 7, Section 7.4 prevail, govern and override all other parts of this RFP. The Village is not bound to accept any Proposal. At any time prior to execution of the Contract, the Village may, in its sole and unfettered discretion, or for its own convenience, terminate the selection process, cancel the RFP and proceed with the RFP or the Services on different terms. All of this may be done with no compensation.

- II. The Village reserves the right to accept or reject any and all Proposals, all without giving reasons, not necessarily accept the lowest priced Proposal, and not accept any Proposal. The Village reserves the right to determine, in its sole and unfettered discretion, whether any Proposal meets the Mandatory Requirements. Selection of the Successful Proponent, if any, is at the sole and unfettered discretion of the Village.
- III. The Village is not bound to negotiate with any Proponent.
- IV. The Village is not bound to grant an interview to any Proponent.
- V. The Village reserves the right, at its sole and unfettered discretion, to:
  - a) Negotiate the specific contractual terms and conditions, including but not limited to the Fee;
  - b) Waive any formality, informality, irregularity, error or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature; and
  - c) Negotiate with any or all Proponents; and receive, consider, negotiate and/or accept any Proposal, regardless of whether it complies (either in a material or non-material manner) with the Mandatory Requirements or not.

#### **7.5 Representation and Warranties**

- I. The Village makes no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this RFP. Information referenced in this RFP, or otherwise made available by the Village or any of its elected officials, officers, employees, agents or advisors as part of the selection process, is provided for the convenience of the Proponent only.
- II. The Proponent is required to immediately bring forth to the Village any conflict or error that it may find in the RFP via a written e-mail to the Director of Engineering & Operations.
- III. Proponents are hereby required to satisfy themselves as the accuracy and/or completeness of the information provided in this RFP.

#### **7.6 Information Disclosure and Confidentiality**

- I. All documents submitted to the Village will be subject to the protection and disclosure provisions of FOIPP, which may allow persons a right of access to records in the Village's custody or control. It also prohibits the Village from disclosing the Proponent's personal or business information where disclosure would be harmful to the Proponent's business interests or would be an unreasonable invasion of personal privacy as defined in FOIPP. Proponents are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure. However, the Village cannot assure Proponents that any portion of the Proponent's documents can be kept confidential under FOIPP.

### **7.7 Independent Determination**

- I. A Proposal will not be considered by the Village if it was not arrived at independently without collusion, consultation, communication or agreement as to any matter, such as prices, with any other Proponent.

### **7.8 Disqualification**

- I. The failure to comply with any aspect of this RFP (either in a material way or otherwise), including, but not limited to, the instructions to Proponent, shall render the Proponent subject to such actions as may be determined by the Village, including disqualification from the selection process, suspension from the selection process and imposition of conditions which must be complied with before the Proponent will have its privilege of submitting a Proposal reinstated.

### **7.9 Law and Forum of Proposal**

- I. The law to be applied in respect of this RFP shall be the law of the Province of Alberta and all civil actions commenced in relation to this RFP shall be adjudicated by the Courts of the Province of Alberta. By submitting a Proposal, the Proponent is taken to have agreed to attorn to the jurisdiction of the Courts of the said Province.

### **7.10 Appendices and Addenda**

- I. The Appendices to this RFP and any subsequent Addenda are incorporated into and form part of this RFP. The information and data contained in the Appendices and any subsequent Addenda may form the basis upon which the Contract will be concluded with the Village.

## **Part 8 – Appendices**

**Appendix A – Certification Form**

**Appendix B – Map of Village – Collection Schedule**

**Appendix C – Pricing Forms and Options**

### Appendix A – Certification

(Failure to complete, sign and submit this certification, with the quotation package, may disqualify this quotation).

We \_\_\_\_\_  
(Legal Company Name)

of \_\_\_\_\_  
(Business address)

\_\_\_\_\_

\_\_\_\_\_  
(Telephone number)

\_\_\_\_\_  
(Facsimile number)

I have examined and read the quotation documents for \_\_\_\_\_ issued by the Village of Caroline, do hereby bid and agree to provide the services/products in accordance with the proposal/RFP documents, and do hereby agree to accept the terms and conditions set out in this Request for Proposal.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
*Signature of authorized representative*

\_\_\_\_\_  
*Name and status of authorized representative (print or type)*

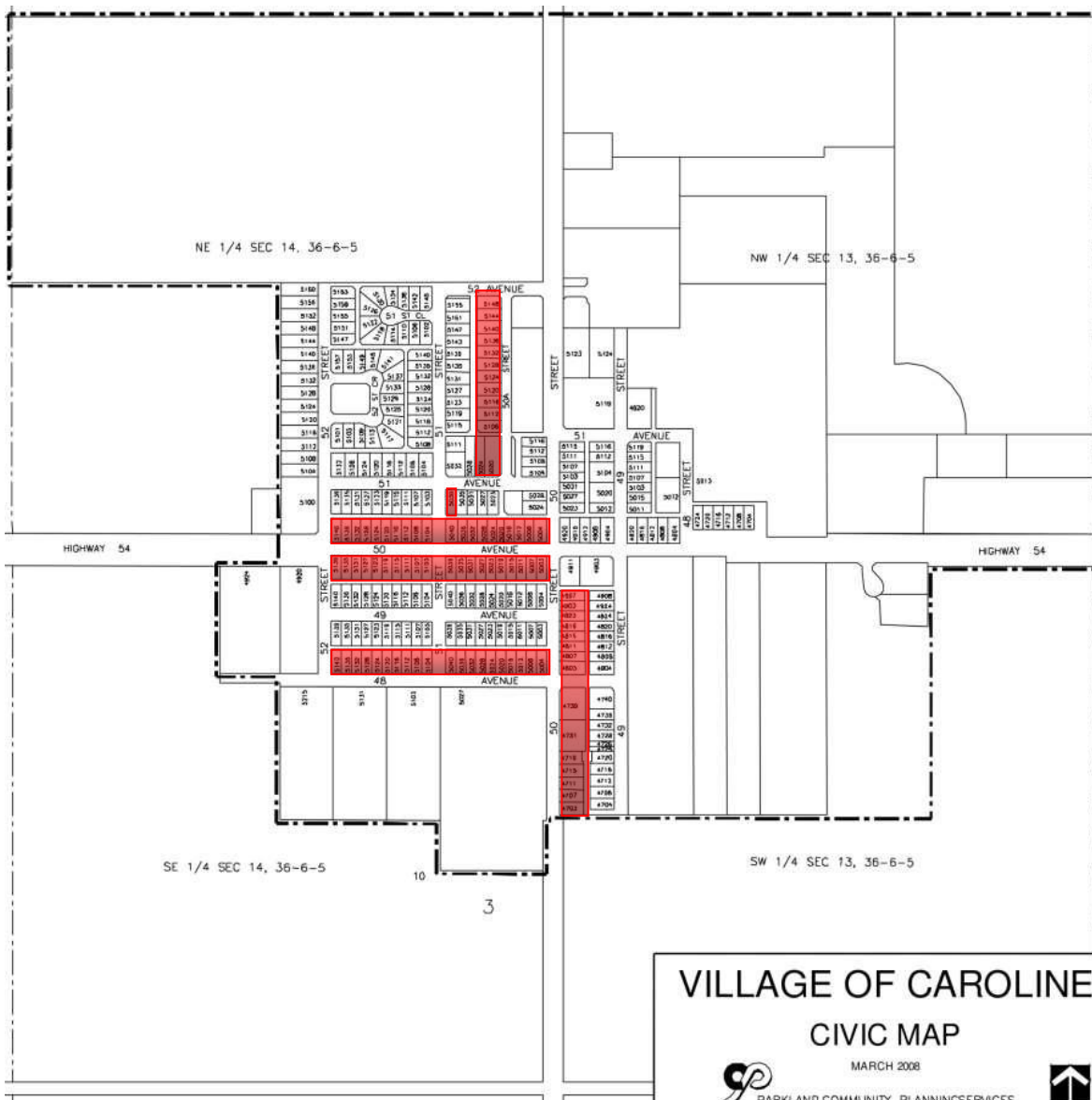
The personal information provided by you is being collected under the authority of the *Municipal Government Act* and will be used for the purposes under that *Act*. The personal information that you provide may be made public, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

## Appendix B – Map

Village of Caroline Solid Waste collection will be CURBSIDE along the FRONT STREET (excluding the address groupings listed below, which will remain back lane)

- 50 STREET – Addresses between and including 4703 to 4739 (Odd numbers ONLY)**
- 48 AVENUE – Addresses between and including 5004 to 5140 (even numbers ONLY)**
- 50 "A" STREET – Addresses between and including 5108 to 5148 (even numbers ONLY)**
- 50 AVENUE – Addresses between and including 5003 to 5140 (odd and even)**
- 5039 & 5020 – 51 Avenue**

(as outlined on the map)



## Appendix C – Pricing Forms and Options

**Table A: Automated Waste Collection Pricing**

Prices are all inclusive. Units (number of households) will be provided and updated with the Proponent annually. Current house count is 194. GST is not to be included in the pricing. Please attach a separate sheet for any relevant additional costs not listed in the proposal form.

The successful Proponent should offer the service to all practical forms of residential units, excluding mobile home parks, apartments and multi-family condos which fall under the commercial waste collection program.

Service	Service Level- Organics	Cost/household/week
Waste Collection (to RMRSWA Landfill)	Automated waste collection- weekly	Year 1 - _____
		Year 2 - _____
		Year 3 - _____
		Year 4- _____ <u>If applicable</u>
		Year 5- _____ <u>If applicable</u>

**Table B: Optional Organics Collection and Processing Pricing**

Prices are all inclusive. Units (number of households) will be provided and updated with the proponent annually. Current house count is approximately 240. GST is not to be included in the pricing. Processing fees for proposed processing facilities are to be submitted but paid directly by the Proponent. Please attach a separate sheet for any relevant additional costs not listed in the proposal form.

The successful Proponent should offer the service to all practical forms of residential units, excluding mobile home parks and apartments which fall under the commercial waste collection program.

Service	Service Level- Organics	Cost/household/week
Organics Collection	Automated organics collection- 6 months weekly/6 months biweekly.	Year 1 - _____
		Year 2 - _____
		Year 3 - _____
		Year 4- _____ <u>If applicable</u>
		Year 5- _____ <u>If applicable</u>

Service	Service Level- Organics	Cost/household/week
Recycle Collection	Automated recycle collection- 6 months weekly/6 months biweekly.	Year 1 - _____
		Year 2 - _____
		Year 3 - _____
		Year 4- _____ <u>If applicable</u>
		Year 5- _____ <u>If applicable</u>

**Table C: Front Load Bins**

The Proponent is to provide front load bins as part of this service for the weekly collection of waste material for the Mobile Home Park (40 Units), Public Works and Arena listed below:

- 5235 -50 Street (Mobile Home Park)
  - Eight (8) – 4 yd<sup>3</sup> bin
- 5012 – 48 Street – (PW)
  - One (1) – 4 yd<sup>3</sup> bin
- 5103 -49 Ave – (Arena)
  - One (1) - 6 yd<sup>3</sup> bin

Pricing for front load bins <ul style="list-style-type: none"> <li>• Weekly Collection of general waste - front load bins (4 cubic yard)</li> <li>• Weekly Collection of general waste – front load bins (6 cubic yard)</li> </ul>	<b>Cost/bin/week</b>
	Year 1
	Year 2
	Year 3
	Year 4 <u>If applicable</u>
Year 5 <u>If applicable</u>	



**Table D: Additional Information**

This table is to be completed if the Proponent is specifying any additional fees or if the Proponent wishes to propose any alternative method of service.

Service/Fee	Description	Cost