



ONTARIO FIRST NATIONS
TECHNICAL SERVICES
CORPORATION



REQUEST FOR PROPOSALS

Collection and Disposal of Refuse, Collection, Processing and Marketing Of Recyclable Material, and Collection and Disposal of Bulky Waste

On behalf of

Saugeen First Nation

Issue Date: January 31, 2022

Questions Due Before: February 28, 2022 at 4:00 p.m. local time

Closing Date & Time: March 14, 2022 at 2:00 p.m. local time

Address: etropea@ofntsc.org

Attention: Erica Tropea

**LATE PROPOSALS WILL NOT BE ACCEPTED. THE LOWEST
PRICE OR ANY PROPOSAL NOT NECESSARILY ACCEPTED.**



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1 INTRODUCTION

On behalf of the Saugeen First Nation (First Nation), the Ontario First Nations Technical Services Corporation (OFNTSC) is inviting experienced and qualified transport companies (here on referred to as “Contractor”) to submit proposals for the curbside collection, hauling, and disposal of solid non-hazardous waste (refuse or garbage) and processing of blue box recycling from residential members and Saugeen First Nation-owned facilities on the First Nation’s reserve to an approved, landfill site off-reserve or MRF. Saugeen First Nation is also seeking for similar curbside garbage and blue box recycling services for its seasonal cottager population. Furthermore, the First Nation is seeking for the diversion and disposal of bulky waste from the community.

The Request for Proposal (RFP) includes the following services:

- Curbside refuse and blue box recycling collection services to residential members and Saugeen First Nation-owned facilities on the First Nation’s reserve, transporting the collected waste to an approved, licensed landfill and recyclables to a MRF.
- Curbside refuse and recycling collection services to seasonal cottagers on the Saugeen First Nation reserve, transporting the collected waste to an approved, licensed landfill and recyclables to a MRF (from April to October).
- Annual curbside collection of large (bulky waste) at resident member households and on an as-needed basis at the Saugeen First Nation landfill site to a determined location identified by the Contractor. Landfill tipping fees to be paid for by Saugeen First Nation.

Operations shall commence on March 31, 2022 and continue for a) Up to five (5) years for refuse, with an option to extend the contract for up to three (3) additional one (1) year periods and b) Up to three (3) years for blue box recycling, with an option to extend the contract for up to three (3) additional one (1) year periods, both subject to the same terms and conditions and subject to the approval of both parties.

1.1 Background and Purpose

In accordance with the Solid Waste Management Plan (June 2021), the First Nation has expressed interest in closing down its existing landfill on the reserve and constructing a transfer station in its place. As a result, solid non-hazardous waste that is currently brought to the on-reserve landfill is to be disposed at an off-reserve, licensed and approved landfill site. From the study, the community has also expressed interest to expand their existing blue box program.

Saugeen First Nation is seeking proposals for the collection of refuse and recyclable materials, delivery of refuse to a provincially, approved location, and the processing/marketing of the collected recyclable materials. In addition, the First Nation seeks proposal for collection of large items (bulky waste) and delivery of large items to a determined location identified by the Contractor.

Permanent residents currently receive weekly curbside garbage and bi-weekly curbside blue box recycling collection by Saugeen First Nation staff. Cottagers on the reserve receive weekly curbside garbage and recycling collection during the six-month period from April to October also by Saugeen First Nation staff. Garbage is brought to the Saugeen First Nation landfill and blue box recyclables are brought to a local MRF for processing. Currently, no bulky waste is being diverted from the Saugeen First Nation landfill site. The landfill site is



also open to residents and cottagers. Operation hours of the landfill site is from 8 AM to 4 PM every Tuesday to Friday with Saturdays open from 8 AM to 2 PM.

1.2 Location

Saugeen First Nation is situated approximately 35 km west from Owen Sound, Ontario, on the east shore of Lake Huron and can be accessed by Highway 21 and French Bay Road. The First Nation's boundary extends from Lake Huron from the west to the open fields between Onja-Gah-Bo Rd and Elsinore Rd in the east. The southern and northern boundaries are Lake Huron Circle Tour and Sauble Beach, respectively. Community maps are provided in Appendix B. Saugeen First Nation is classified as Zone 2, signifying that it is located between 50 and 350 km from the nearest service centre (Owen Sound) to which it has year-round road access. Based on the 2016 Census, the on-reserve population is approximately 1,041 and 315 households. Saugeen First Nation has approximately 1,228 cottager dwellings that are serviced. For more details, refer to Section 7.3. The existing landfill site is located at 495 French Bay Road, Southampton, Ontario. Refer to Appendix B for the landfill site location.

1.3 Term of the Project

The term of any contract arising out of this RFP will commence on the day as agreed on the contract for a period of:

- a) Up to five (5) years for refuse, with an option to extend the contract for up to three (3) additional one (1) year periods, subject to the same terms and conditions and subject to the approval of both parties. However, this does not mean that the Saugeen First Nation is obligated to extend any agreement beyond the original contract period of up to five (5) years.
- b) Up to three (3) years for blue box recycling, with an option to extend the contract for up to three (3) additional one (1) year periods, subject to the same terms and conditions and subject to the approval of both parties. However, this does not mean that the Saugeen First Nation is obligated to extend any agreement beyond the original contract period of up to three (3) years.

2 RFP OBJECTIVES

The objective of this RFP is to ensure that the Saugeen First Nation receives efficient refuse and recycling services (with addition of bulky waste) under their existing levels of service, while considering the efficiency and effectiveness of alternate levels of service.

2.1 Overview of Needs

The RFP is for the curbside collection of refuse and blue box recyclable materials and delivery for end management. All refuse is to be delivered to either the Saugeen landfill (tip fees covered by the First Nation) or a licensed landfill or transfer facility, with pricing to include a disposal facility of the Contractor's choice and approved by the First Nation. Blue box recyclables are to be collected and delivered to a licensed Transfer or Material Recovery Facility (MRF) to be arranged by the Contractor and approved by First Nation with pricing to include delivery and processing fees. The RFP also includes an annual curbside large item collection for resident members and also collection from the Saugeen First Nation landfill. Saugeen First Nation is seeking proposals for the following four (4) scenarios (Contractor is to state reasoning for not bidding on specific scenario, if applicable):



Refuse and Blue Box Recyclables (for residents and Saugeen First Nation facilities)

Scenario 1: Weekly curbside collection of refuse and blue box recyclables for the First Nation members and band facilities for 52 weeks of the year. Delivery of refuse to a) the Saugeen Landfill or b) a transfer station or licensed landfill identified by Contractor for disposal of the refuse. Both options must be quoted. Delivery of blue box recyclables to a transfer station or material recycling facility for processing of the blue box recyclables.

Scenario 2: Weekly curbside collection of refuse and bi-weekly collection of blue box recyclables for First Nation members and band facilities for 52 weeks of the year. Delivery of refuse to a) the Saugeen Landfill (bin rentals required) or b) a transfer station or licensed landfill identified by Contractor for disposal of the refuse. Both options must be quoted. Delivery of blue box recyclables to a transfer station or material recycling facility for processing of the blue box recyclables.

Refuse and Blue Box Recyclables (for seasonal cottagers on the Saugeen First Nation reserve)

Scenario 3: Weekly curbside collection of refuse and blue box recyclables for seasonal cottagers for 26 weeks of the year from beginning of May to end of October. Delivery of refuse to a) the Saugeen Landfill (bin rentals required) or b) a transfer station or licensed landfill identified by Contractor for disposal of the refuse. Both options must be quoted. Delivery of blue box recyclables to a transfer station or material recycling facility for processing of the blue box recyclables.

Large or Bulky Waste Collection (from resident households and the Saugeen First Nation landfill)

Scenario 4: Annual (once per year) curbside collection of large or bulky items from First Nation resident members. Collected items are to be delivered to a transfer station or licensed landfill identified by the Contractor for disposal. In addition, large or bulky items shall also be collected from the Saugeen First Nation landfill site on an as-needed basis with the requirement of bin rentals located at the site.

For all scenarios:

- i. Waste collection vehicles must be capable of collecting bagged residential waste and residential trash containers up to 196-liter capacity.
- ii. Recycling collection vehicles must be capable of collecting both 68 and 95 gallon toter carts as well as curbside blue/grey boxes.
- iii. Processing and marketing/sales of recyclable materials.

2.1.1 Custom Scenarios

Contractor has the flexibility to also provide cost of service on custom scenarios. Pricing will permit combining of scenarios resulting in more efficient collection and favourable pricing.

3 PROJECT REQUIREMENTS



3.1 Assumptions

In preparing the RFP submission, Contractor should carefully review all schedules, maps, and appendixes which outline the key factors that will be incorporated into the contract resulting from this RFP, including responsibilities of the Contractor and the First Nation.

3.2 Resource Requirements

Contractor must detail any resources they will provide or require as part of their proposal. This includes their resources, third party consultants or sub-Contractors.

3.3 Formal Contract

Any Contractor offered work as a result of this RFP will be required to sign a contract. The final contract must be satisfactory to the Legal Division of the Saugeen First Nation, which will include, but not be limited to, provisions set out in this RFP.

3.4 Contract Administration Terms and Conditions

The Contractor agrees to participate in Contract Management Meetings as frequently as shall be deemed necessary by the First Nation.

3.5 Contract Supervision by the Contractor

The First Nation will be provided with the name, address and telephone numbers of the Contractor's representatives who may be contacted and available during business hours on matters relating to this contract.

The Contractor shall have on duty sufficient and qualified supervisors to properly direct the work, each having a telephone and two-way radio-equipped vehicles so as to ensure a courteous, prompt and efficient service for handling complaints. These vehicles will be equipped to pick up missed refuse/recyclable materials if required and directed by the First Nation.

3.6 Office and Equipment

The Contractor shall maintain a local office equipped with a local telephone number, fax machine and two-way communication capable of contacting each truck. This will ensure fast and efficient communication with both the public and Waste and Recycling Services to resolve issues and address problem areas. The office will be staffed during all working hours to handle complaints concerning the collection services. The default staffing condition shall be that a live person shall receive calls from residents. The office shall be staffed on all collection days to receive, record and respond to complaints and record a description of corrective action taken. An answering machine/service shall be in operation during office hours when staff are otherwise occupied as well as after-hours.

Furthermore, the Contractor is required to supply an after-hours toll free phone number for use by the First Nation and shall ensure that staff are available to collect and remove materials after hours or on weekends or in emergency situations as directed by the First Nation. The Contractor shall supply records of complaints and their resolution on a monthly basis in an electronic format compatible with the existing First Nation records system.

The Contractor shall provide all necessary vehicles and miscellaneous equipment and furnish all necessary labour, materials, fuel, tools, licenses, airtime and all other incidentals so that the contract, and all work required to be done under it, can and will be carried on in an efficient and effective manner continuously and expeditiously to completion, in all respects, to the satisfaction of the First Nation.



The Contractor is obliged to supply and maintain the equipment in good order. Where, in the opinion of the First Nation, conditions are not suitable or safe for the use of certain equipment or vehicles, the Contractor will, upon the written order of the First Nation, carry out the work without the use of such equipment and no allowance will be made to the Contractor as a result of such restriction.

3.7 Recyclables

The processing Contractor shall market and sell recovered recyclables to the best of their ability in accordance with current market prices. The Contractor shall retain all revenues from the sale of recyclable materials with pricing expected to reflect this condition.

The Contractor will include in this proposal the location of the MRF. The Contractor shall permit the First Nation to audit the material quality, quantity, residue, marketing, sale prices received, sales agreements, shipping records and any other records pertinent to the contract resulting from this RFP, on short notice. Any irregularities resulting from an audit that are not immediately corrected by the Contractor to the satisfaction of the First Nation may result in the cancellation of the contract.

3.8 Materials Recovery Facility

Proposal must clearly state the processing MRF being utilized for recyclable material which is subject to approval by the First Nation.

3.9 Tracking

The successful Contractor will be required to weigh all materials (both recycling and refuse, including large items) and provide this data monthly at the time of billing, format and detail of data submitted to be agreed upon by the First Nation. The First Nation will not be responsible for any additional fuel costs or weight scale costs to maintain or gather this data and will not process the invoice until all supporting documents are provided.

The successful Contractor shall provide separate monthly weights for delivery of Blue Box recyclable material at the designated MRF site. All MRF weights must include the recorded weights for each recycling stream. Residual rates (percentage) from the recycling facilities will also be reported. The data must be compatible with the data requirements for the RPRA datacall, as long as required, and for First Nation records thereafter.

3.10 Liquidated Damages

The First Nation will assess liquidated damages for instances of non-performance. As indicated in Table 1, the Contractor shall pay the First Nation the indicated amount per infraction. The sum or sums are hereby agreed upon and fixed as reasonable measures of the First Nation’s costs and determined by the parties hereto as the liquidated damages that the First Nation will suffer by reason of said delay, non-performance or default, and not as a penalty. The First Nation may deduct and retain the amounts of such liquidated damages out of the monies payable to the Contractor.

Table 1: Liquidated Damages Costs

Incident	Amount	Unit
Late collection after time specified	\$500	per incident
Failure to return for missed collection as directed	\$500	per incident
Improperly replaced containers	\$500	per incident
Discourtesy or inappropriate behaviour	\$1,000	per incident



Incident	Amount	Unit
Failure to resolve damage claim to property within reasonable time	\$1,000	per incident
Failure to submit reports in the required time/submitting inaccurate reports	\$5,000	per incident
Failure to clean up spillage (plus clean up and safe disposal costs) e.g. hydraulic oil	\$5,000	per incident
Failure to pick up litter in a timely manner	\$200	per incident
Failure to scale all vehicles in and out of facility	\$500	Per incident
Failure to provide a minimum of fourteen (14) days written notice in advance of a scheduled MRF shutdown	\$500	Per Day
Failure to process received recyclables within 2 weeks of receipt	\$1000	Per week
> 10% of recyclable materials in residual after processing	\$1000	Per incident
Material scavenging	\$1000	Per incident
Unscheduled downtime affecting First Nation operations	\$500	Per incident
Failure to provide requested reports/documentation within 5 days	\$500	Per incident
Market rejections	\$250	Per load
Market downgrades	\$250	Per load

3.11 Private Accounts

Under no circumstances will vehicles used in carrying out the contract engage in private collections or collections above the standardized level of service. If a vehicle used in carrying out the contract is found collecting private accounts or making other collections that are not included in this contract anywhere, the First Nation will be entitled to liquidated damages of \$10,000.00 on the first occurrence, \$20,000.00 on the second occurrence, and \$50,000.00 on the third occurrence. A fourth occurrence will result in the forfeiture of the contract.

3.12 Right to Expand or Let Additional Contracts

The work related to the contract represented by this proposal is non-exclusive. The First Nation reserves the right to expand the scope of this contract, or undertake to let additional contracts in connection with the work in this RFP. If required, the Contractor will properly coordinate the Contractor's work with that of other Contractors that perform work for the First Nation.

Where the work of another Contractor or of the First Nation, acting reasonably, may affect the execution of the work under this contract, the Contractor will have no claim against the First Nation for any additional expense incurred in the execution of the Contractor's work.

3.13 Sub-Contract

The Contractor will keep the work under the Contractor's personal control. The Contractor must submit with the RFP a List of Sub-Contractors (Form H). After award of the RFP, the Contractor will not be permitted to sublet any portion of the work to any other Sub-Contractor unless approved by the First Nation. The fact that the Contractor is permitted to sublet any portion of the work as aforesaid will not, however, relieve the Contractor of any responsibility for the proper commencement, execution and completion of the work



according to the terms of the contract, and the Contractor will be fully responsible for the sub-Contractor's work and acts.

3.14 Permits and Licenses

The Contractor will obtain and pay for all necessary permits, licenses, approvals, etc. required for the execution of the work. The Contractor will give all necessary notice, pay all fees required by law, and comply with all the laws, ordinances, rules and regulations relating to the work, the preservation of public health and safety, and to labour relations. The Contractor shall supply proof of compliance forthwith on demand by the First Nation and each year on the anniversary date of execution of the contract the Contractor shall supply:

- (a) A Certificate of Insurance which designates the First Nation as an insured party in the amount stated in Section 5.30: Insurance Requirements.
- (b) A WSIB clearance certificate certifying compliance with all WSIB requirements and confirming all payments required thereunder are in good standing.
- (c) A copy of a valid Commercial Vehicle Operator's Registration (CVOR) and a copy of a current CVOR abstract;
- (d) A copy of the Contractor's vehicle ownership;
- (e) A copy of evidence of compliance with the Ontario Highway Traffic Act, Regulation 575 (periodic mandatory commercial vehicle inspection, or dump vehicle inspection);
- (f) A copy of a Valid Class DZ (minimum) licence for all drivers provided by the Contractor. This is required for every driver that maybe used on the contract;
- (g) A current (within 3 months) abstract for all drivers provided by the Contractor. This is required for every driver that may be used on the contract; and
- (h) A copy of compliance with MOE regulations as applicable for driver training and equipment operation.

It is the Contractor's obligation to notify the First Nation, within five business (5) days, if there are changes to any of the above. Failure to submit, and/or maintain and/or keep valid any of the aforementioned documents and certificates may result in the cancellation of the contract.

3.15 General Payment Terms

All payments will be made in Canadian dollars. Payments will be made based on monthly invoices from the Contractor to the First Nation, which will be based on the units of payments as specified in the pricing pages attached hereto and agreed between the parties in the executed contract.

Where there is a question of non-performance by the Contractor of the work, the First Nation may withhold payment in whole or in part.

3.16 Collection Payment

The Contractor will invoice the First Nation on a monthly basis, in a form approved by the First Nation, for all refuse, recyclable, and bulky materials collected that month as measured by the incoming weight at the landfill/MRF's weigh scale. Payment shall be based on the unit prices as specified in in the pricing pages attached hereto and agreed between the parties in the executed contract. The Contractor will work with the First Nation to organize all contract payments to meet Indigenous Services Canada (ISC) funding formulas.



3.17 Fuel Cost Adjustment (FCA)

- (1) The Contractor shall indicate, on Form C, the estimated quantity of fuel that will be consumed annually in the performance of this contract.
- (2) The Contractor's monthly payment will be adjusted to allow for seventy percent (70%) of any difference greater than \$0.10/litre in the average diesel pump price of fuel beginning the second year of the collection service. Upon receipt of satisfactory evidence of the actual fuel consumed. If the price is to fall more than \$0.10/litre, the First Nation will receive a rebate of the equal amount.

The First Nation's monthly payment will be adjusted to allow for seventy percent (70%) of any difference lesser than \$0.10/litre below the average diesel pump price of fuel on the starting date of the collection service as compared to the Ontario Ministry of Transportation Average Fuel Price Index:

<http://www.raqs.merx.com/public/bulletin/bulletin.jsf>.

Example Calculation:

1000 litres fuel consumed last month and fuel price has increased \$0.15/litre since start of contract.

Calculate difference above threshold: $\$0.15 - \$0.10 = \$0.05$

Therefore $1000 \times (\$0.05 \times 70\%) = \35.00 payable to Contractor.

Note: All submissions must include a price per litre for clear ultra-low sulphur diesel fuel to be quoted no more than one (1) week prior to the submission of this RFP. This price is to be shown on Form C.

The base price of fuel for the term(s) of the contract will be established at the date of execution of the contract.

The First Nation reserves the right to verify any fuel consumption records submitted by the Contractor prior to payment of any fuel price adjustment amounts.

3.18 Monies Due to First Nation

In the event that there are any monies payable to the First Nation by the Contractor under the terms of this contract or there are any monies payable by the First Nation to any other person, firm or corporation as a result of any default by the Contractor under this contract, such monies shall be deducted from and retained out of any monies due from the First Nation to the Contractor or may be recovered from the Contractor or the Contractor's surety pursuant to the performance bond as a debt due to the First Nation.

Any and all amounts payable to the First Nation shall bear interest at the rate of one percent (1%) per month compounded monthly, after thirty (30) days from the due date.

3.19 Consumer Price Index Adjustment

Unit costs will be adjusted annually on the anniversary date of the Contract. The increase will be equal to 100% of the increase set out in the Consumer Price Index for Canada (all items) as published for the previous 12 month period (i.e. if the CPI increases by 2.1% over the 12 month period, the unit prices paid to the Contractor will increase by 2.1% as of the anniversary date of execution of the contract). Any CPI increases will **not** apply to fuel costs which are calculated separately under the fuel adjustment clause above.



3.20 Negotiations During Contract Term

At any time during the term of the contract, the Contractor agrees to negotiate changes to the collection and processing operations that may be required in order to take advantage of new waste management technologies that lead to a superior and more beneficial system.

Negotiations for payment to the Contractor for work not specified herein will be based on a comparison of similar work that is specified herein, and as specifically measured by the increase or decrease in process time required, staffing, equipment, etc., each of which will be specifically identified, fully itemized, and justified. If similar comparison is not practical, then the item will be specifically negotiated on the basis of proven and demonstrated incremental expenses.

3.21 Remedies

The First Nation may, but shall not be required to, take steps as deemed necessary to remedy any breach or failure under the contract by the Contractor and any costs or expenses incurred by the First Nation in such actions shall become an amount due and payable forthwith by the Contractor to the First Nation.

3.22 Books, Invoices and Records

The Contractor will maintain and keep sufficiently complete and accurate books, payrolls, accounts and records relating to the performance of the contract to permit their verification and audit and they will have no claim to payment unless such books, payrolls, accounts and records have been so maintained and kept. A daily log will also be compiled indicating addresses for which material was placed out late, in excess, not in proper containers, etc. The Contractor will furnish all the time sheets, records, weigh bills, bills of lading and other vouchers, on request by the First Nation in a format compatible with First Nation systems.

All invoices will indicate the tonnage of refuse/garbage, recyclables, and/or bulky waste collected from the First Nation community.

3.23 Conduct of Employees

Employees shall be alert, polite and courteous towards the public at all times. The Contractor will employ only orderly, competent and skillful workers. The Contractor will further ensure that a high standard of service, courtesy and consideration is exhibited in all of their dealings with residents, visitors and the general public and that they conduct all of their operations, including its administrative functions, with the utmost regard for enhancing public relations and in recognition of the need to uphold and maintain the positive public image of the First Nation.

Should any employee give just cause for complaint (of which the First Nation shall be sole judge) then the Contractor shall take progressive disciplinary measures as necessary up to and including dismissal.

3.24 Identification of Employees

The Contractor's employees who normally and regularly come into direct contact with the public shall bear some means of individual identification such as corporate identification or name badge.

3.25 Labour Action or Disruption Contingency Plan

The Contractor will, within three (3) months of the commencement of the Contract, submit to the First Nation a Labour Action or Disruption Contingency Plan. The plan will address



alternative methods of fulfilling the contract in the event of a strike by the Contractor's workers, or other work interruption, and will be subject to the approval of the First Nation.

3.26 Notice to the Public

The Contractor will participate, each year of the contract, in the supply of First Nation approved promotion and education to the public which may take the form of:

- Providing collection schedules in the form of a waste collection guide and information for those communities in which they collect as required.
- Providing tags, or other notices, indicating the reason for any recycling or garbage that the Contractor refuses to collect for cause.
- Distributing program information from time to time by leaving flyers, etc. in residential blue boxes as required.
- All items (calendar, flyer, rejection notification) must be approved by the First Nation prior to printing and distribution.
- Provide for the preparation, printing and distributing of a First Nation approved waste and recycling services calendar by mail at the First Nation postage rate.

The Contractor will accept the cost of producing a yearly residential recycling and waste collection calendar (or equivalent, agreed upon by the First Nation) including delivery to all residents and cottagers receiving curbside collection required for the curbside collection program. The supplier, development and final decisions on the content of all promotion and education will be the responsibility of the First Nation. Promotion and education costs to be identified separately.

The Contractor will be responsible for all notices to the public, including the preparation of and payment for all advertisements to announce the commencement of operations under this contract and any and all changes of service as required under this contract. Public notice, as affects the First Nation as a whole, shall constitute advertising in the monthly newsletter at least two times starting two months in advance of the change. Public Works or another department will co-ordinate and approve the messaging in conjunction with the Contractor as required.

It will be the Contractor's responsibility to make known to the public through the newsletter advertisement, their office phone numbers and hours of operation. This notice shall be advertised from time to time at the discretion of the First Nation but no less than annually throughout the term of the contract.

4 GENERAL PROVISIONS

4.1 Contract Administrator

All communication concerning this proposal shall be in writing and directed to the Contract Administrator. Any questions and clarifications from the Contractor must be completed in writing.

Contract Administrator Details:

Erica Tropea, Environmental Scientist
Ontario First Nations Technical Services Corporation
(etropea@ofntsc.org)
807-632-6650



4.2 Proposal Closing Time

Proposals will be received via email to the Contract Administrator, Erica Tropea, at etropea@ofntsc.org.

Proposals are accepted until – 2:00 p.m. local time, March 14, 2022 (the “Closing Time”)

Proposal must be submitted with the email subject: “Saugeen First Nation Refuse and Recycling Collection RFP”, and shall contain the company’s name and contact email. Within the email shall contain two separate documents: the technical and cost proposal. Cost proposal must be password protected.

4.3 Proposal Opening

The Contract Administrator will open the proposals and record results for review by the evaluation committee.

4.4 Acknowledgement Letter

Upon receipt of this document, a potential Contractor will sign one copy of the Acknowledgement Letter provided at the end of this document and mail, fax or email the signed document to the attention of the Contract Administrator.

A respondent who signs and returns the Acknowledgement Letter is not obligated to submit a proposal. Any respondent who does not submit the Acknowledgement Letter will not be sent any amendments or addenda and may be disqualified.

4.5 Electronic Submissions

Documents will be received electronically only, with the separated cost proposal password protected.

4.6 Late Submissions

Proposals received after the Closing Time will not be considered during the selection process and will be returned unopened to the Contractor.

4.7 Inquiries or Clarification Requests

It will be the Contractor’s responsibility to clarify any details in question before submitting a proposal. Answers to questions of clarification may be released in the form of an addendum or a written Question & Answer sheet, should the Contract Administrator determine that the information is relevant to all Contractors. Inquiries must be received no later than February 28, 2022 at 4:00 p.m. local time. The First Nation bears no responsibility for any oral communication, instruction or suggestions.

4.8 Withdrawal or Alteration of Proposal

Any correspondence by mail or telephone, pertaining to adjustments or corrections to a proposal already submitted, shall not be considered.

A Contractor who has submitted a proposal may submit a further proposal at any time up to the Closing Time. The most recent proposal received shall supersede and invalidate all proposals previously submitted by that Contractor for this contract.

A proposal may be withdrawn unopened after it has been deposited, if such request is received in writing to the Contract Administrator prior to the Closing Time. The written



request must bear the signature of the Signing Officer. Emails, facsimiles or telephone calls will not be accepted.

4.9 Examination of Site(s)

Contractors must satisfy themselves by personal examination of the sites during regular hours of operation and by such other legal means, as they may prefer, as to actual conditions and requirements of the work. There will be no consideration of any claim, after submission of Proposals, that there is a misunderstanding with respect to the conditions of these sites or the works required to manage them. The site visit is highly encouraged.

Contractors will carefully examine the proposal document and will fully inform themselves as to all existing conditions and limitations that will affect the execution of the proposal.

No consideration will be given, after the submission of the proposal, to any claim that there was any misunderstanding with respect to the conditions imposed by the proposal.

4.10 Discrepancies or Omissions

Should a Contractor find omissions from or discrepancies in any of the proposal documents or should the Contractor be in doubt as to the meaning of any part of such documents, the Contractor should notify the Contract Administrator without delay. If the Contract Administrator considers that a correction, explanation or interpretation is necessary or desirable, an addendum or email will be issued.

NOTE: No oral explanation, discussion or interpretation will modify any of the requirements or provisions of the RFP or Submissions.

4.11 Addenda

If the First Nation determines that an amendment is required to this proposal, the First Nation or Contract Administrator will send fax or email the written addendum to those potential Contractors who have submitted an Acknowledgement Letter. All addenda will become a part of this proposal. It is the Contractor's ultimate responsibility to ensure all addenda have been received. Contractors shall be required to acknowledge receipt of addenda. Addenda to the proposal will not be issued within three (3) days prior to the Closing Time.

4.12 Irrevocability of Proposals

Proposals must be irrevocable and open for acceptance by the First Nation for a period of 90 calendar days after the Closing Time even if the proposal of another Contractor is accepted by the First Nation.

4.13 Unbalanced Proposals

Each item in the proposal shall indicate cost of service that is commercially, reasonably-priced for such item. Contractors may not submit unreasonably low prices for one portion of the required work along with unreasonable high prices for another portion of the work. The First Nation shall be the sole judge of such matters, and should any proposal be considered to be unbalanced, then the same may be rejected.

Proposals containing minor non-conformances and/or mathematical errors may be considered following correction of said errors by the First Nation. Proposals containing major mathematical errors may be rejected or the Contractor may be contacted for clarification/amendments at the discretion of the First Nation.



4.14 Submission Price

Prices submitted must include all costs and the Contractor must be satisfied as to the full requirements of the RFP. No claims for extra work will be entertained and any additional works must be authorized in writing prior to commencement. Should the Contractor require more information or clarification on any point, it must be obtained in writing from the Contract Administrator prior to submission of the Proposal.

4.15 Acceptance or Rejection of Submission and First Nation Rights

The First Nation reserves the right to accept or reject any Submission(s) in whole or in part, to negotiate the scope of work or any other requirements under this RFP, with the highest scoring Contractor(s) and to waive formalities, irregularities and/or omissions, if in so doing the best interests of the First Nation will be served without stating reasons therefore. No liability shall accrue to the First Nation for its decision in this regard. Any submission or any part of any submission will not necessarily be accepted. The lowest priced submission does not necessarily constitute an award.

4.16 Confidentiality of RFP Information

Contractors shall acknowledge the confidential and proprietary nature of certain information that is involved with the award of this proposal and, as such, agrees to take all reasonable measures necessary to ensure that First Nation information is treated with the utmost confidentiality.

4.17 Award of Services

Proposals will be evaluated based on the ability of the Contractor to comply with the RFP requirements, the proposed price and experience. Where prices are the same, the First Nation will consider experience in similar work beyond the minimum standards established in the RFP.

The First Nation may waive any non-compliance with these Proposal Specifications. The lowest or any proposal will not necessarily be awarded. The First Nation reserves the right, in its absolute discretion, to accept the proposal, which it deems most advantageous to itself.

The award of this proposal is subject to approval of the Saugeen First Nation Band Council and the availability of funding.

Unless stated otherwise the following procedures will apply:

- The First Nation will notify the successful Contractor of the award within Ninety (90) calendar days of the Submission Closing.
- Immediately after acceptance of the Submission by the First Nation, the Successful Contractor shall provide the First Nation with any required documents within fourteen (14) calendar days of the date of notification of Acceptance & Award.
- Following receipt of the required documents the successful Contractor will receive written authority, in the form of a Purchase Order or other contract document.

The First Nation reserves the right to award this requirement in whole or in part to one or more Contractors.



4.18 Negotiating

The First Nation reserves the right to enter into negotiations with the selected Contractor, prior to award of the RFP, for the purpose of clarifying any items proposed, making minor amendments to the RFP document as required for the RFP to be compatible with the project, the schedule and budget, including amendments to the Scope of Service included in the RFP or the manner in which the work will be undertaken.

4.19 Required Approvals

The Successful Contractor shall obtain all permits, permissions, licenses and approvals required as required in Section 4.17: Award of Services. Approval copies shall be provided to the First Nation.

(1) The Contractor shall provide the following documentation to the First Nation on or before the contract start.

- (a) A Certificate of Insurance which complies with the insurance requirements set out in this RFP;
- (b) A WSIB clearance certificate as outlined in this RFP;
- (c) A copy of a valid Commercial Vehicle Operator's Registration (CVOR) and a copy of a current CVOR abstract;
- (d) A copy of the Contractor's vehicle ownership;
- (e) A copy of evidence of compliance with the Ontario Highway Traffic Act, Regulation 575 periodic mandatory commercial vehicle inspection, or dump vehicle inspection);
- (f) A copy of a Valid Class DZ (minimum) license for all drivers provided by the Contractor. This is required for every driver that maybe used on the contract;
- (g) A current (within 3 months) abstract for all drivers provided by the Contractor. This is required for every driver that may be used on the contract; and
- (h) A copy of compliance with MECP regulations as applicable for driver training and equipment operation.

(2) It is the Contractor's obligation to notify the First Nation, within five (5) business days, if there are changes to any of the above and immediately if any of the above are cancelled or withdrawn by the issuing agency.

4.20 Execution of Contract

The successful Contractor shall be notified in writing of the acceptance of its proposal and shall be bound to execute an Agreement with the First Nation within fifteen (15) working days of Contract award. The date of the Contract award shall be taken as the date on which the Contractor is notified of the acceptance of this proposal.

4.21 Failure to Perform

Failure to comply with all the terms and conditions of the RFP, and failure to supply all documentation as required herein within the specified time period, may result in the



cancellation of the award. The First Nation shall then have the right to award to any other Contractor, or to re-RFP.

4.22 Harmonized Sales Tax (HST)

All base prices included in the RFP submission shall exclude HST. The Saugeen First Nation is not subject to the Harmonized Sales Tax. (see Appendix "D").

4.23 Confidentiality

All documents submitted to the First Nation become the property of the First Nation and, as such, are subject to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, C.M. 56, as amended (the "MFIPPA").

The Contractor hereby consents to the disclosure of the information contained in this RFP submission, pursuant to the MFIPPA. If a Contractor considers any part of the proposal submission proprietary, the Contractor shall clearly mark such page or section of the submission as confidential and accompany the submission with a brief explanation as to why the Contractor requires such information not be disclosed to the public.

This procedure will not automatically protect the submission from release, but will assist the First Nation in making a determination on release if a request is made. Any decision made under MFIPPA may be appealed to the Information and Privacy Commissioner of Ontario, who may direct the release of such information.

The identity of submitting Contractors as well as the Contractor's submission amount may be made available to the public at any Council meeting, as part of the award process.

4.24 Contractor's Expense

Any expenses incurred by the Contractor in the preparation of the RFP submission are entirely the responsibility of the Contractor and will not be charged to the First Nation.

4.25 Disputes

In cases of dispute as to whether or not deliverables meet the requirements of the First Nation, the decision of such agent, mediator or arbitrator as the First Nation may appoint will be final and binding.

4.26 Force Majeure

- 1) Delays in or failure in the performance of either party under the Contract shall not constitute default hereunder or give rise to any claim or damages if and to the extent caused by occurrences beyond the control of the party affected, including but not limited to decrees of federal or provincial government, acts of God, fires, floods, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents ("force majeure"), but lack of finances, strikes or other concerted acts by workers, delay or failure arising out of the nature of the Work to be done, or from the normal action of the elements or from any normal difficulties which may be encountered in the performance of the Work, having regard to the nature thereof, shall in no event be deemed to be a cause beyond a party's control.
- 2) In the event that the performance of this Contract in the reasonable opinion of either party is made impossible by force majeure, then either party shall notify the other in writing and the First Nation shall either, terminate this Contract forthwith and without any further payments being made, or authorize the Contractor to continue the performance of the Contract with such adjustments as required by the existence of the force majeure and



agreed upon by both parties. In the event that the parties cannot agree upon the aforementioned adjustments, it is agreed by the parties that this Contract shall be terminated.

- 3) Contractors, by making a submission, acknowledge that Ontario Municipalities and First Nation communities are subject to the Waste-Free Ontario Act, 2016 and Blue Box Regulation (O.Reg. 391/21) that are outside the control of the Saugeen First Nation. Repeal, replacement and/or amendment to the Blue Box Regulation may change the operation of any Contract awarded under this RFP sufficiently to be classified, in the sole discretion of the First Nation, as a “Force Majeure” event. The parties hereby further acknowledge and understand that the Waste-Free Ontario Act, 2016 (WOFA) received Royal Assent in June, 2016 and enacted the Resource Recovery and Circular Economy Act, 2016 and the Waste Diversion Transition Act, 2016 and repealed the Waste Diversion Act, 2002 all of which along with associated regulations, when implemented may alter and/or change the scope of work of any Contract(s) awarded under this RFP and may impact any Contracts awarded under this RFP to the extent that such alteration or change may be classified in the sole discretion of the First Nation, acting reasonably, as a “Force Majeure” event.

4.27 Strikes and Lockouts

For the purposes of clarification, a strike or lockout or other labour disruption shall not be considered a Force Majeure and for the purposes of clarification the Contractor shall be solely responsible for maintaining all collection and processing services, to the extent possible and reasonable in the circumstances.

Within 30 days of the award of any contract, the Contractor shall submit to the satisfaction of the Saugeen First Nation a contingency plan explaining in detail how performance of the service during any strikes and/or lockouts, fire or other major work interruption shall be maintained at the Contractors sole cost and expense. Such plan shall become a part of the contract and shall be subject to all the terms of the contract. Failure to submit a sufficient contingency plan, in the sole discretion of the First Nation, may result in termination of the contract.

4.28 Performance Bond

The Successful Contractor shall upon written notice from the First Nation be required to furnish within fourteen (14) days, a performance bond, letter of credit or certified cheque for the amount of 50% of the total proposed price to guarantee the full and due performance of the work including maintenance of the works for a period of 12 months. This shall be renewed annually.

4.29 CPI Adjustment

Contract Fees will be adjusted annually on the anniversary date of the execution of the Contract, beginning the second year of service. The increase will be equal to 75% of the increase set out in the Consumer Price Index for Ontario as published for the previous 12-month period by Statistics Canada as found on:

http://www.statcan.gc.ca/access_acces/getLatest.action?l=eng&catid=62-001-x exclusive of fuel cost, or such other index as may be agreed by the parties prior to the Commencement Date. **Any CPI increases will not apply to fuel costs which are calculated separately under the fuel adjustment clause contained herein.**



Example Calculation:

If the CPI increases by 2.0% over the 12-month period between May 1, 2016 and April 30, 2017, the unit Fees paid to the Contractor will increase by 1.5% as of May 1, 2017.

4.30 Insurance Requirements

The successful Contractor shall maintain throughout the term of the contract the following liability insurance(s). The Certificate(s) of Insurance must contain an endorsement indicating that the insurer agrees to provide at least thirty (30) days written notice to the First Nation in the event of cancellation, coverage reductions, or any other changes.

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

General Liability Insurance from an insurer licensed in the province of Ontario, for FIVE (5) Million Dollars (\$5,000,000), per occurrence with an annual aggregate limit of no less than TEN (10) Million Dollars (\$10,000,000), to the First Nation against any liability for property damage or personal injury, negligence including death, which may arise from the Contractor's operations under this Contract.

In addition, the Commercial General Liability shall contain Cross Liability and Severability Clauses, Products & Completed Operations and Standard non-owned automobile coverage including a standard contractual liability endorsement.

The Saugeen First Nation must be included as an "Additional Insured" on the successful Contractor's relevant documents and must submit copy of same prior to commencement of work.

AUTOMOBILE LIABILITY INSURANCE

Ontario Standard Vehicle Liability Insurance from an insurer licensed in the province of Ontario, (for all licensed vehicles & equipment) for **FIVE (5) Million Dollars (\$5,000,000.00)**, per occurrence for and against claims for bodily injury and/or property damage in respect of motor vehicles both owned or leased vehicles.

4.31 Change Management

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

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



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

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

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

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

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

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

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

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

Any change in the Work that causes, or is expected to cause, the Contractor's costs or any sub-Contractor's costs to decrease shall be treated as a benefit to the Contractor with the expectation and understanding that the First Nation will also realize a proportional financial



benefit in an amount to be negotiated in good faith between the parties. If such an understanding cannot be reached the parties agree to resolve the difference through the Arbitration provision.

Change to the Work Proposed by the Contractor:

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

- (i) A description of the proposed change in the Work in sufficient detail, to enable to First Nation to evaluate it in full;
- (ii) Reasons in support of the Contractor's proposed change in Work;
- (iii) Set out the details and implications of the change in the Work, including any anticipated change in the costs of providing the Work by the Contractor and any gain or loss in revenue to the Contractor potentially associated with the proposed change;
- (iv) Indicate whether a variation to the Contract Price is proposed (and, if so, provide a detailed cost estimate of such proposed change); and
- (v) Identify an appropriate timeframe, for the implementation of the change in Work.

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

- (i) A change in the Contract Price will occur;
- (ii) The change affects the quality of the Work or the likelihood of successful delivery of the amended Work;
- (iii) The change will interfere with any relationship of the First Nation with third parties;
- (iv) The financial strength of the Contractor is sufficient to perform the change; and
- (v) The change materially affects the risks or costs to which the First Nation is exposed.

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

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



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

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

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

4.32 Compliance with Laws and Regulations

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

For the purposes of clarity, the Contractor shall be solely responsible for complying with all federal and provincial laws, regulations, policies and procedures governing the performance of the work ("Applicable Laws") as may be amended and replaced from time to time.

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

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

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

If a Change of Law occurs or is about to occur, that results in a significant effect on the ability of the Contractor to perform the work as determined by the First Nation acting reasonably and/or the ability of the First Nation to authorize the performance of the work, and/or significantly alters the scope of work to be performed, then the First Nation, in its sole discretion may notify the Contractor in writing of the Change of Law and either party may notify the other to express an opinion on its likely effects, providing details of their opinion regarding:

- (i) Any necessary change in the Work;
- (ii) Whether any changes or amendments are required to the Contract to deal with the Change of Law;



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

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

4.33 Representations, Warranties and Conditions

The successful Contractor shall represent and warrant that:

- Work shall be free of defects in workmanship and that the materials shall perform in accordance with manufacturers specifications;
- All services to be provided by it pursuant to the Contract shall be provided in a professional and worker like manner by personnel appropriately trained in the performance of such services and in substantial conformance with all agreed-upon timelines;
- It has all necessary skills, expertise and financial resources to fully satisfy its obligations under the Contract;
- It does not and shall not have any conflict of interest (actual or potential) with its obligations under the Contract; and
- It shall comply with all laws applicable to the provision of any of the work or any part thereof.

4.34 Inspection of Work

If any work is found to be unsatisfactory by the First Nation, deficiencies must be corrected by the Contractor at their expense within forty-eight (48) hours of notification unless time for remediation has been specified elsewhere herein or specifically agreed to by the parties.

4.35 Contract Management Meetings

The Contractor agrees to participate, at their cost, in contract management meetings a minimum of four times a year or as frequently as shall be deemed necessary by the First Nation.

4.36 Vehicle and Equipment Maintenance

The Contractor is obliged to maintain their vehicles and equipment in good order. Where, in the opinion of the First Nation, conditions are not suitable or safe for the use of certain vehicles or equipment, the Contractor will, upon the written order of the First Nation, carry out the work without the use of such equipment and no allowance will be made to the Contractor as a result of such restriction.

5 REQUIRED CONTENT OF PROPOSALS



All proposal submissions must be submitted on the documents provided, duly completed and signed (where applicable) by a Signing Officer of the company. Quotations shall include the following mandatory information in the forms provided in **Appendix E**.

- The Contractor shall complete and sign and submit the FORM A: Statement of Qualifications
- The Contractor shall complete and submit FORM B: Description of Operational Plan
- ALL Quotations shall use the enclosed FORM C: Cost of Service. Do not include HST. Do not include HST in the pricing. All base prices included in the RFP submission shall exclude HST. The Saugeen First Nation is not subject to the Harmonized Sales Tax. (see Appendix "D").
- The Contractor shall complete and submit FORM D: Early Termination Fee
- The Contractor shall complete and submit FORM E: Description and Costs of Alternative Proposals
- The Contractor shall complete and sign and submit the FORM F: Contractor Information.
- The Contractor shall complete the FORM G: Client References by providing a minimum of two relevant references.
- The Contractor shall complete the FORM H: List of Sub-Contractors.
- The Contractor shall complete and sign FORM I: Acknowledgement Letter confirming receipt of the full set of tender documents.

The RFP documents must be legible, written in ink or typewritten, and all items must be submitted unless otherwise specified. The Signing Officer must initial erasures, overwriting or strikeouts. Failure to conform may result in rejection of bid.

5.1 Qualifications of the Contractor

The Contractor is required to submit the following information to demonstrate it has the ability, experience, and resources to perform the services (Form A under Appendix E) described in this RFP for the specific contract(s) being proposed upon:

- Provide at least three (3) similar work to which the proposed firm has contributed and can be used to demonstrate its capabilities to perform the required services
 - For each work, provide the name of the client, address, date served and contract value
- Provide a tabulation of any other applicable work under contract to the company, giving the location, type, size and length of contract for each job
- Outline provisions around local office and administrative support

5.2 Description of Operational Plan

The Contractor is to provide relevant details on how the services mentioned within RFP will be carried out. The operational plan should include those aspects that might involve changes from the current waste and recycling system (e.g. changing what areas are collected on what days, etc.). Provide the resumes of key officers and project team leaders and key projects performed within the last ten years similar to the services required within this RFP.



The operational plan should describe the vehicles and equipment intended to be utilized for collection and processing including the age, manufacturer and type.

5.3 Cost Proposal

The Cost Proposal must be submitted electronically on Form C of this RFP and included in a **separate, password protected PDF**. Prices for any proposed alternatives shall be included on Form E.

All prices quoted shall be Freight on Board destination, Freight Prepaid. All delivery costs including, crating, transport, handling charges, customs brokerage & clearing, and all other related ancillary delivery charges shall be included in the quoted price.

No alterations, additions or deletions from the accepted Submission price will be permitted without the prior written approval of the First Nation.

5.4 Blue Box Early Termination Fee

Contractor, by submitting a proposal in regards to blue box services, acknowledges that Ontario First Nations are subject to the legislative requirements including but not limited to the Waste Free Ontario Act (WFOA) and any applicable statutes, policies, programs, regulations and standards including but not limited to the Provincial Blue Box Program Plan outside the control of the First Nation.

Contractor is to complete Form D of this RFP that outlines the early termination fee that Saugeen First Nation is to pay in the termination of blue box services prior to the end of the agreed contract date.

5.5 Description and Costs of Alternative Proposals

The Contractor may choose to submit proposals of alternative service scenarios that may be more suitable or favourable to meet the Saugeen First Nation's needs as outlined within this RFP.

Details are outlined within Form E.

5.6 Contractor Information

The Contractor is to submit Form F, Contractor Information Form, that outlines the general information of the Contractor. The Contractor shall name a person through whom all inquiries and communications about the goods/services they propose may be directed. This person shall have sufficient technical knowledge and responsibility to respond directly to any inquiries regarding this proposal.

5.7 Client References

The Contractor are to provide at least two (2) client references, under Form G, that can attest to the Contractor's ability to carry out the services as outlined within this RFP. Clients need to be have worked with the Contractor within the last three years.

5.8 List of Sub-Contractors

The Contractor is to submit Form H that the Contractor that will engage to carry out the services as outlined within this RFP.



5.9 Acknowledgement Letter

The Contractor is to submit Form I back to the Contract Administrator to acknowledge the receipt of this RFP.

Submitting the completed and signed Form I does not mean the respondent is obligated to submit a proposal.

5.10 Submission Requirements

All proposals in response to the RFP are to be submitted electronically by email to the Contract Administrator:

Erica Tropea
Environmental Scientist
Ontario First Nations Technical Services Corporation
etropea@ofntsc.org

Physical submissions of proposals will not be accepted.

All proposals are to be submitted in PDF format. The technical and price proposals are to be submitted as separate PDF files, with price proposal password protected. The Contract Administrator will request the password if and when required.

Issue Date: **January 31, 2022**

Questions from Contractors Due on or Before: **February 28, 2022 at 4:00 p.m. EST**

Closing Date & Time: **March 31, 2022 at 2:00 p.m. EST**

LATE PROPOSALS WILL NOT BE ACCEPTED.

THE LOWEST PRICE OR ANY PROPOSAL NOT NECESSARILY ACCEPTED.

The technical and cost proposals are to be submitted in separate PDF documents. The technical proposal should be written "Saugeen First Nation Waste and Recycling Services – Technical Proposal". The cost proposal is to be written as "Saugeen First Nation Waste and Recycling Services – Cost Proposal".

6 SCOPE OF SERVICE

6.1 Project Description

Saugeen First Nation intends to enter into a Contract with a Contractor that submits a qualified technical and cost proposal, deemed by the First Nation to be most suitable to meet the First Nation's needs.

Saugeen First Nation requests technical and cost proposals from qualified Contractors for the curbside collection, hauling, transportation, and disposal/processing of non-hazardous municipal type solid waste and blue box recyclables for its resident members and Saugeen First Nation-owned facilities. In addition, the proposals are to include similar services to seasonal cottagers. Lastly, the Saugeen First Nation is requesting services for the collection, hauling, and disposal of large or bulky waste from the community.



6.2 Scope of Collection

The Contractor will collect all refuse and recyclables from all households, common areas as directed, designated First Nation locations, and industrial, commercial, and institutional establishments as directed on all roads maintained by the Province or the First Nation and on any private roads as designated by the First Nation.

6.3 Households and Facilities to be Serviced

Saugeen First Nation currently provides weekly curbside refuse and bi-weekly blue box recyclable material collection to approximately 315 residential households, 39 commercial properties, which include 4 apartment buildings and 21 Band-facilities for a total of 354 stops. Curbside collection is provided 52 weeks of the year.

Saugeen First Nation currently provides weekly curbside refuse and recyclable materials collection to approximately 1,228 seasonal properties (1,228 stops) for 26 weeks of the year from beginning of May to the end of October.

The First Nation does not offer organic (Green Bin) collection and has no plans to offer this service in the near future.

Maps of the Saugeen First Nation is attached as Appendix “B” and a full list of properties to be collected in the First Nation will be finalized with the successful Contractor prior to commencement of services.

Appendix B includes photographs of examples of refuse bins currently used at commercial locations.

The 21 Band facilities, 4 apartment complexes, and 14 commercial businesses that receive curbside collection services include:

21 Band Facilities, 4 apartment complexes	14 Commercial Businesses
<ul style="list-style-type: none"> • Fire hall • Governance building • Works Department building • Library • James Mason Centre (recreation and community centre) • ACYPS building • Fisheries building • Women’s shelter • Water Works facility • Health Centre • Social Services • Food Bank • Transition House • Wellness Centre • Elder Centre • G Daycare • B Daycare • Maintenance building • Youth Centre • Advocacy building 	<ul style="list-style-type: none"> – 2 smoke shops – 2 gas bars – 10 cannabis shops



<ul style="list-style-type: none">• Gas bar• Weegwaas complex (9 units)• Singles complex (8 units)• Pashwood complex (8 units)• Multiplex (14 units)	
--	--

6.4 Accepted Blue Box Materials

The curbside recycling program for all properties must insure the following materials are collected at a minimum:

Container materials

- Plastic containers (#1 and #2)
- Tubs and lids (#5)
- Metal beverage and food cans
- Aluminum containers
- Glass bottles and jars
- Gable top containers

Fibre materials

- Newsprint (including inserts, telephone books, etc.)
- Magazines, catalogues and books (with hard covers removed)
- Unwaxed corrugated cardboard
- Boxboard (including egg cartons, drink trays, paper towel tubes, etc.)
- Mixed household paper (including junk mail, envelopes, paper bags, etc.)

There is no requirement for the recyclable materials to be collected using a single stream or dual stream approach.

There are no limits imposed on recyclable material at the curb provided that it conforms to the current Curbside Waste Collection rules as advertised to the First Nation residents from time to time. The First Nation reserves the right to add or subtract to the list of types of recyclables collected.

Contractor is encouraged to submit proposals for an expanded list of recyclable materials to be collected, if applicable.

On request, the Contractor shall provide current pricing to periodically order, label, store and deliver blue boxes and/or toter carts, suitable for collection of recyclables, as an added service. The First Nation may order carts through the Contractor or obtain other suppliers as they deem fit.

NOTE: Proposals submitted for processing materials must include a full list of recyclable materials currently accepted at the facility and any exceptions to the above list.

6.5 Refuse or Garbage Collection

Currently there are no bag limits imposed on residential or Saugeen First Nation-owned facility stops. Refuse is set out using garbage bags or cans. Toter carts are not in use at this time.



6.6 Large or Bulky Item Pickup

The Contractor will collect up to five (5) large items per household during an annual curbside collection event, to be determined by the First Nation. The Contractor will not collect white goods. The list of non-collectable items is attached as “Appendix “C” subject to change from time to time by the First Nation in consultation with the Contractor.

Contractor is to provide rental roll-off bin(s) that will be located at the Saugeen First Nation landfill site that is used by resident members and cottagers throughout the year. Collection carried out by the Contractor will be on an on-call basis or determined between the Saugeen First Nation and the Contractor.

6.7 Quantities

Saugeen First Nation does not have records of the quantities of garbage or blue box recyclables collected. Quantities shown in this RFP document are estimates based on waste audit information and are not guaranteed to be accurate and are furnished without any liability on behalf of the First Nation. Saugeen First nation shall have no financial responsibility in the event the amount of refuse or blue box recyclables fall short of or exceeds the estimated quantities.

The annual **estimated** quantities of available refuse and blue box materials are provided in the table below. The estimated tonnes of large items or bulky waste is unknown. A summary of estimated tonnages and stops is provided in Appendix A.

	Annual Estimated Refuse/Garbage (tonnes)	Annual Estimated Blue Box Recyclables (tonnes)	Annual Estimated Total (tonnes)
Saugeen Members (~315 stops)	196	42	238
Band Facilities (21) and commercial establishments (14)	41	6	48
Seasonal Properties (~1,228 Stops)	506	108	614
Total	743	156	900

The following estimates assume 60% capture rate for recyclable materials for member and seasonal residential properties and 50% recycling rate for band facilities and commercial establishments.

6.8 Operations and Maintenance Cost Updates

Upon the selection on a successful Contractor, the successful Contractor (if necessary) may be asked to complete a more detailed and updated operations and maintenance cost analysis to more accurately identify all the line items and the associated costs that are sufficient for the Saugeen First Nation and Indigenous Services Canada’s needs.

6.9 Contractor Responsibilities

In addition to the Contractor responsibilities and obligations set out above, the Contractor will be responsible for:

1. Supplying licenses, insurance, fuel and maintenance of rolling stock;



2. Radio communications, including licenses and airtime;
3. Supplies for the Contractor's staff (e.g. first aid kits, clothing, etc.)

6.10 First Nation Responsibilities

The First Nation will be responsible for the:

1. Supply and replacement of blue boxes and grey boxes and toter carts (unless arrangements are made with the Contractor);
2. General advertising, promotion and education (with the exception of items listed in Section 4.25: Notice to the Public).

6.11 Routing

The Contractor will have the ability to determine routes and days of the week in order to maximize collection efficiencies, as long as the routing covers each eligible property. Where possible, the Contractor is encouraged to match the recycling collection day to the existing garbage collection day. The Contractor can choose to collect on any number of regular weekdays.

Changes to existing routes will be advertised at the beginning of the contract.

Within 30 days of being awarded the contract, the Contractor will submit to the First Nation detailed maps and schedules showing each truck, the starting time and point for each truck, the route for each truck and the finishing time and point for each truck. The individual collection routes and collection days will not be changed during the contract without prior written approval of the First Nation.

6.12 Statutory Holidays

For the purpose of this contract, Statutory Holidays will be the following days:

- New Year's Day
- Good Friday
- Family Day
- Victoria Day
- Canada Day
- Ontario Civic Holiday
- Labour Day
- Duluth Day (October 2)
- Thanksgiving Day
- Truth and Reconciliation (Orange Shirt) Day
- Christmas Day
- Boxing Day
- Aboriginal Solidarity Day (third Monday in June)

In the event of a Statutory Holiday, there will be no collection service on that day. When the regular collection day falls on a Statutory Holiday, the collection schedule for the remaining days of the week will generally be delayed by one day, with Saturday making up for the missed day. In the event that both Christmas Day and Boxing Day fall during the work week, it may be necessary to adjust the schedule and have collection crews collect during a statutory holiday in order to have all communities collected in that week.

The Contractor must schedule for Statutory Holidays following First Nation approval.



6.13 Time of Day

Collection from households will not commence before 8:00 am or carry on after 8:00 pm.

6.14 Collection for Small Commercial Properties

The Contractor will complete collections for a selected number of small commercial properties, identified by the First Nation or attached to or within residential properties, all subject to the bag limits in force for regular residential properties. Additional collections for new businesses or other commercial stops may be added but must be pre-approved by the First Nation.

6.15 Litter Container Collection

The First Nation currently has no plans to introduce public space containers and agrees to solicit input from the Contractor for this addition prior to implementation.

6.16 New Collection Areas

The Contractor, upon notification, will assume the responsibility for collection services when a new specific area is approved for curbside collection or, as soon as any new homes, buildings and subdivisions are ready for service as determined by the First Nation.

6.17 Returning Containers after Emptying

All refuse and recycling containers shall be replaced in approximately the same position in which they were located prior to collection, but in no case shall they be replaced on the traveled portion of the road or the pedestrian portion of the sidewalk or driveway obstructing its use. Emptied blue and or black boxes shall be placed upside down in order to help prevent them from being blown by the wind. If non-collectable material is left, then blue and/or black boxes shall not be placed upside down and a rejection notice or tag, supplied by the Contractor and pre-approved (at beginning of the contract) by the First Nation, shall be left with the rejected material. Care shall be used not to damage the containers during collection and the Contractor shall be responsible for all damage to containers as a result of collection operations.

6.18 Contractor Not to Collect

The Contractor is not required to collect any material:

1. That is not recyclable under the First Nation recycling program.
2. That does not meet setout requirements (e.g. non-prescribed containers, excessive refuse, overweight, etc.).
3. Where there is a health risk to the collector (e.g. broken glass, hazardous materials, needles, sharps, bee/wasp problems).
4. Non-collectable recyclable material is to be left in the blue and/or grey box along with notification of reason for rejection.

6.19 Householder Non-Collectable Notification

First Nation reserves the right to request courtesy tags which would advise residents of reasons why the material remaining in their container has been left behind. Tags are to be provided at the Contractor's expense and approved for use by the First Nation prior to distribution.

6.20 Missed Collection

If the Contractor misses one or more collection properties or part of a collection route they will make every reasonable effort to collect the missed setouts on the same collection day. If this



is not possible, the missed refuse and/or recycling boxes will be collected within 24-hours of being first notified.

6.21 Spillage and Litter

The Contractor is required to clean-up spillage and loose material resulting from the work. The Contractor will not leave or deposit any material on any portion of the street, sidewalk, boulevard, or other private or public property.

6.22 Mechanical or Oil Spills

The Contractor will report promptly to the Spills Action Centre (or equivalent) and the Public Works Department Director or Assistant, spills or discharges of pollutants or contaminants under the control of the Contractor. Such spills or discharges and their adverse effects are defined in the Environmental Protection Act, R.S.O. 1990 (EPA), as amended and all regulations thereto. The Contractor shall comply with the requirement of the EPA and or Federal equivalent including, all notice requirements and be responsible for clean-up and all associated costs.

6.23 Equipment and Vehicles

Equipment used to collect, load, transport, unload and return bins of refuse and blue box recyclables, and bulky waste (where applicable) shall be provided by the Contractor. Saugeen First Nation will not provide transport equipment. The Contractor's equipment must be suitable for the proposed transport method and must be rigid, durable, corrosion resistant, non-absorbent, easily cleanable and suitable for handling with no sharp edges or other hazardous conditions. The Contractor's equipment must be capable of withstanding the hard use typically associated with handling the waste and recyclable materials, and must be designed, engineered and rated to perform satisfactorily and safely at all times in accordance with generally accepted waste industry procedures.

All of the vehicles proposed to be used are to be mechanically sound. Copies of the Ministry of Transportation certificates of inspection for all collection vehicles shall be submitted to the First Nation on an annual basis. Recycling collection vehicles may use compaction to levels specified acceptable by the materials recycling facility which may be subject to change periodically or season to season. The Contractor will be responsible for any litter falling out of the transfer vehicles on the grounds of the Saugeen First Nation landfill and all public roads used for the service.

All vehicles operated by the Contractor must be kept clean and disinfected inside and out so as not to cause any offensive odours. The washing of the vehicles shall be done on a weekly basis with a proper, non-toxic cleaning solution. All vehicles will be properly painted in the Contractor's company colours.

6.24 Customer Service Line Operation

Calls from residents for information and complaints will be directed to a customer service number to be provided to the Contractor. The Contractor will deal with customer service issues in a courteous manner during regular business hours to the satisfaction of the First Nation. Records must be kept of all complaints, information requests and any follow-up action taken, and the record of this information is to be delivered to the First Nation as required in an electronic format suitable to the First Nation.



6.25 Reports of Claims, Damages and Incidents

All incidents involving residents will be reported to the First Nation immediately. Copies of all claims and reported damages must be reported to the First Nation in written form for each occurrence. The Contractor will resolve all claims for damages from residents within thirty (30) days upon receipt of the claim in writing and advise Public Works Department Director or Assistant at the end of each month.

In addition, the Contractor will be responsible for replacement blue/black boxes and garbage containers where it can be established that the Contractor is at fault and as required by Public Works Department. Container damage claims do not need to be in a written format.

6.26 Cooperation with Special Studies

In the event of a special waste composition study or pilot project, the First Nation may suspend all and/or a portion of the work in a defined area. The First Nation may or may not require the Contractor's workforce and/or the Contractor's equipment to operate the pilot project. At that time, based upon the scope of the study or pilot project, should the Contractor's workforce and/or the Contractor's equipment be required, the basis of payment will be determined by the First Nation through mutual negotiation with the Contractor.

6.27 Advertising, Promotion and Education

The First Nation will review and approve any advertising and the design, production and distribution of all promotion and education material prior to purchase or distribution.

6.28 Yard Waste

The Contractor is **not** to collect any leaf, grass, garden or yard waste that is placed at the curb.

6.29 Disposal of Refuse

All refuse collected must be delivered to either the Saugeen Landfill or a licenced landfill or transfer station (location(s) to be finalized based on Contractor's proposal) for controlled disposal. Contractors must specify the location of the destination landfill or transfer station.

If Contractor decides to provide cost of service for being refuse to the Saugeen landfill, then refuse brought to the site will be stored in rental bins.

7 EVALUATION PROCESS AND CRITERIA

7.1 Evaluation Process

The Saugeen First Nation will establish an evaluation team to review qualified technical and cost proposals. The evaluation team will consider the materials submitted with respect to the evaluation criteria set forth, herein. Management and technical qualifications will be qualitatively evaluated and ranked by the evaluation committee in order of "best value" to the Owner. The evaluation team will make a recommendation for award to Saugeen First Nation Chief and Council.

Technical scores will be evaluated before opening the price document.

Points for cost of services will be awarded using the reward average cost method. The average cost will be awarded the maximum allowable points.

- a) Proposals within 10% range of the average = Full 25 points
- b) Greater than 10% but not less than 20% = 18 points



- c) Greater than 20% but less than 30% = 10 points
- d) Greater than 30% from average cost proposal = no points awarded

7.2 Evaluation Criteria

The Saugeen First Nation will select the proposal or proposals that are deemed to be the most advantageous to the Saugeen First Nation. The evaluation team will evaluate all technical and cost proposals according to the following evaluation criteria:

1. **Total Cost of Services:** The total cost of the services provided on the basis of the Contractor's technical and cost proposal for the proposed service.
2. **Technical Qualifications:** The Contractor's experience in transport for the required waste stream including:
 - a. Contractor's experience and satisfactory performance on similar contracts. References provided may be contacted.
 - b. Project Team
 - i. Evidence of labour resources to implement the proposed services.
 1. Evidence of labour resources to implement the services
 2. Resumes and qualifications of proposed key staff for the services
 3. Sub-Contractors
 4. List of sub-contractors and sub-contractor qualifications.
 - c. Methodology
 - i. The methodology proposed for the performance of the work in accordance with the RFP
 - ii. Descriptions of contingencies in the event operations fail for any part of the service components, including but not limited to, loader failure, fire, temporary loss of access to proposed transportation routes, failure of the scales utilized at the final disposal site or processing facility
 - iii. The nature of the proposed service plans, including ability of the proposed operation to meet performance standards
 - d. Proposal
 - i. The depth and detail of the proposal which indicates an understanding of the scope, size and complexity of the project as well as management of the work, delegation of responsibility, work plans, schedule and cost control, reporting and quality control



8 APPENDIX A: ESTIMATED CURBSIDE TONNAGES

Curbside Refuse Collection

Curbside Communities	Estimated Number of Serviced Stops	Estimated Refuse Tonnes
Saugeen First Nation households	315	196
Band Facilities and commercial establishments	39	41
Seasonal Properties (cottagers)	1,228	506
Total	1,582	743

Curbside Recycling Collection and Processing

Curbside Communities	Estimated # of Serviced Stops	Estimated Recycling Tonnes
Saugeen First Nation households	315	42
Band Facilities and commercial establishments	39	6
Seasonal Properties	1,228	108
Total	1,582	156

The following estimates assume 60% capture rate for recyclable materials for member and seasonal residential properties and 50% recycling rate for band facilities and commercial establishments.

THE FIRST NATIONS DOES NOT GUARANTEE THE ACCURACY OF THE TONNES OR NUMBER OF SERVICED STOPS LISTED ABOVE.

9 APPENDIX B: FIRST NATION COMMUNITY, LANDFILL LOCATION, AND SERVICE AREA MAPS and PHOTOS OF COMMERCIAL GARBAGE BINS

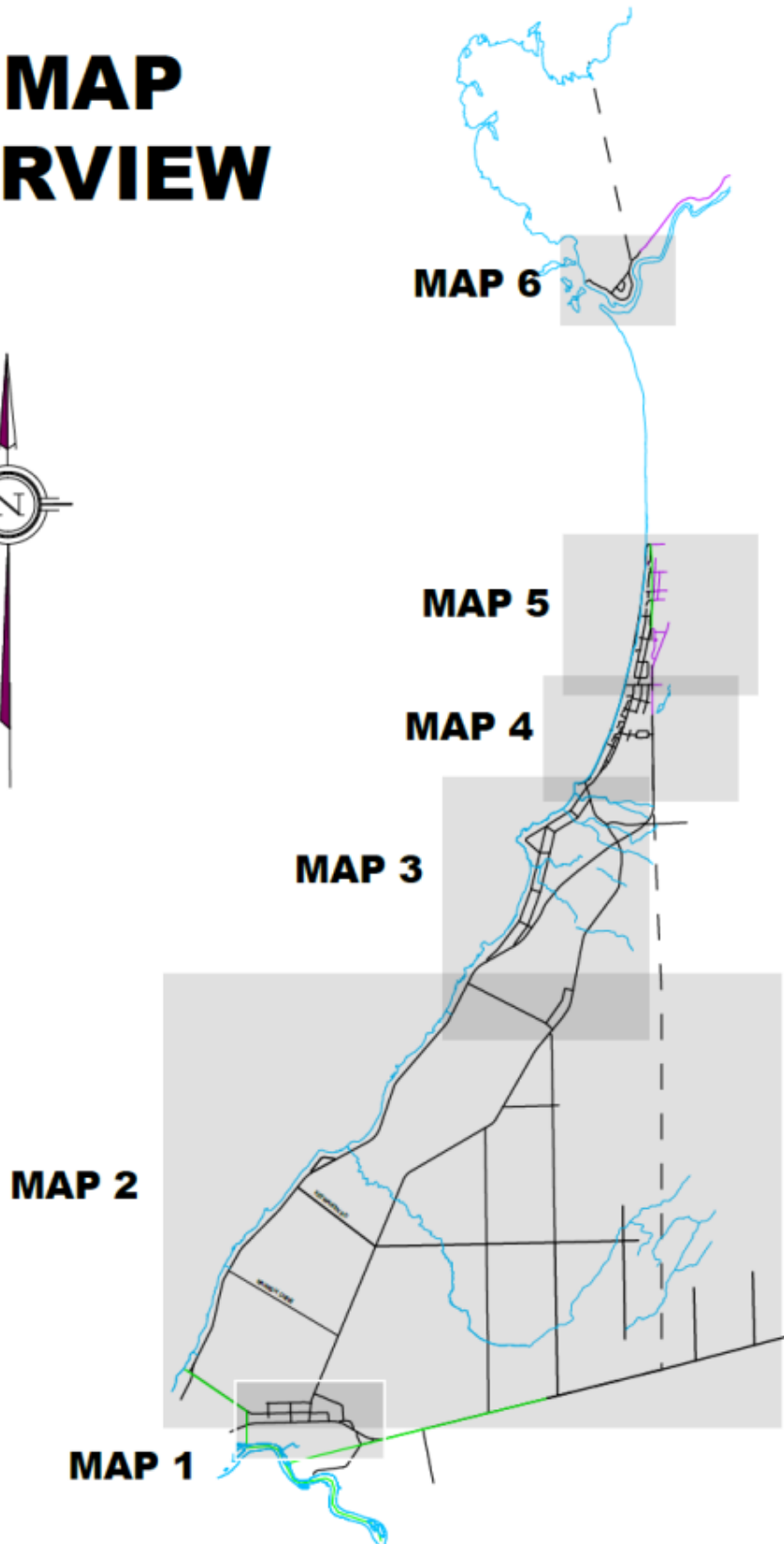
911 MAPS

STREET NAME & MAP

1ST AVE S.....	MAP 4
2ND AVE S.....	MAP 3, 4, 5
3RD AVE S.....	MAP 4
4TH AVE S.....	MAP 4
5TH AVE S.....	MAP 5
6TH AVE S.....	MAP 5
7TH AVE S.....	MAP 5
8TH AVE S.....	MAP 5
8TH ST S.....	MAP 5
9TH AVE S.....	MAP 5
10TH ST S.....	MAP 5
12TH ST S.....	MAP 5
14TH ST S.....	MAP 5
15TH ST S.....	MAP 5
16TH ST S.....	MAP 4, 5
17TH ST S.....	MAP 4
18TH ST S.....	MAP 4
19TH ST S.....	MAP 4
20TH ST S.....	MAP 4
21ST ST S.....	MAP 4
22ND ST S.....	MAP 4
24TH ST S.....	MAP 4
27TH ST S (NOT OPEN)	MAP 3
28TH ST S.....	MAP 3
29TH ST S.....	MAP 3
30TH ST S.....	MAP 3
31ST ST S.....	MAP 3
AH-SINEESE CRES.....	MAP 2
ALVIN ST.....	MAP 4
ANOQUOT RD.....	MAP 2
BRUCE RD 13	MAP 2, 3, 4, 5
CAMERON DR.....	MAP 1, 2
CHARLES ST.....	MAP 3
CHRISTINE ST.....	MAP 1
CRAIG ST.....	MAP 1
DENNY'S DAM RD.....	MAP 1

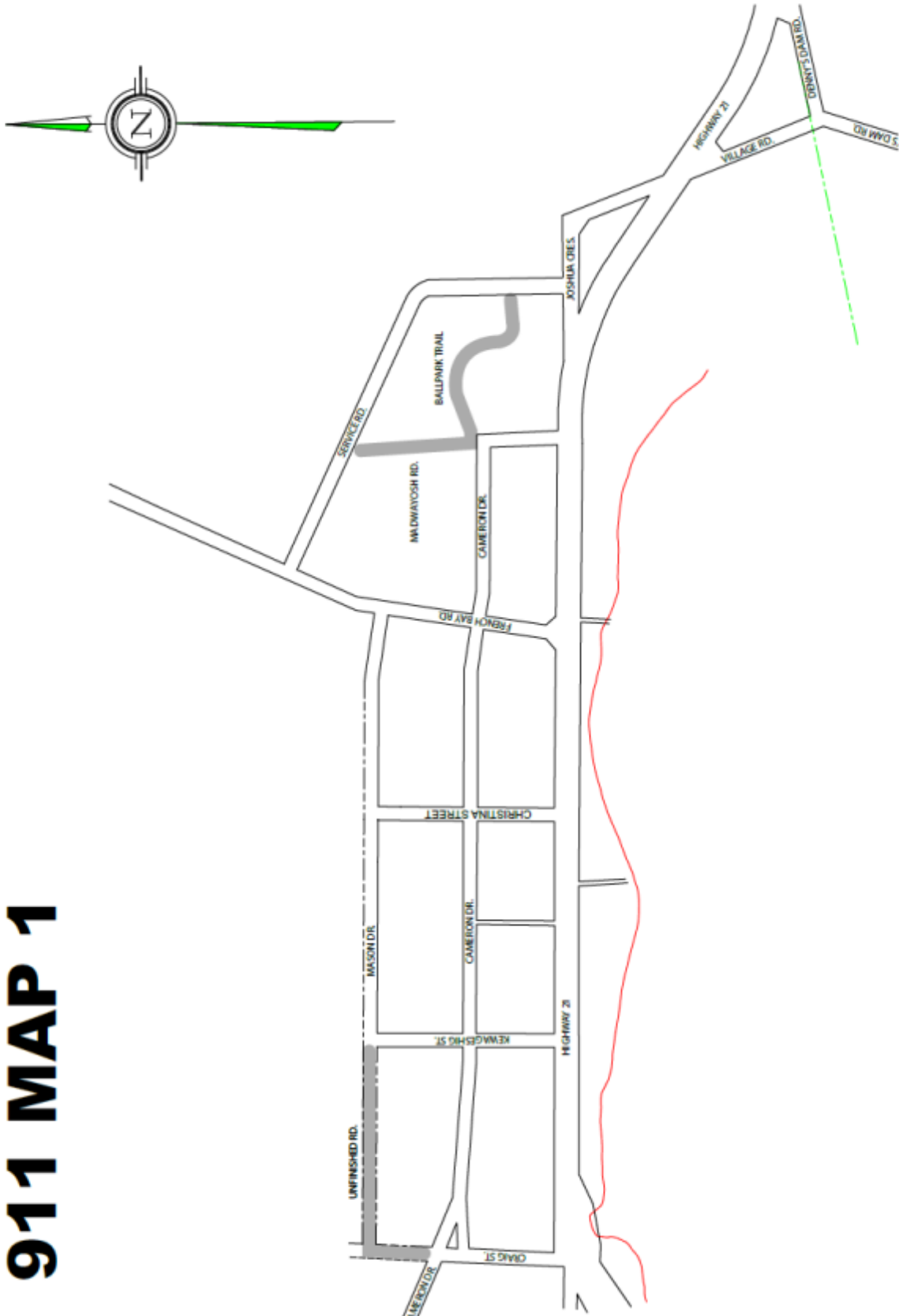


911 MAP OVERVIEW



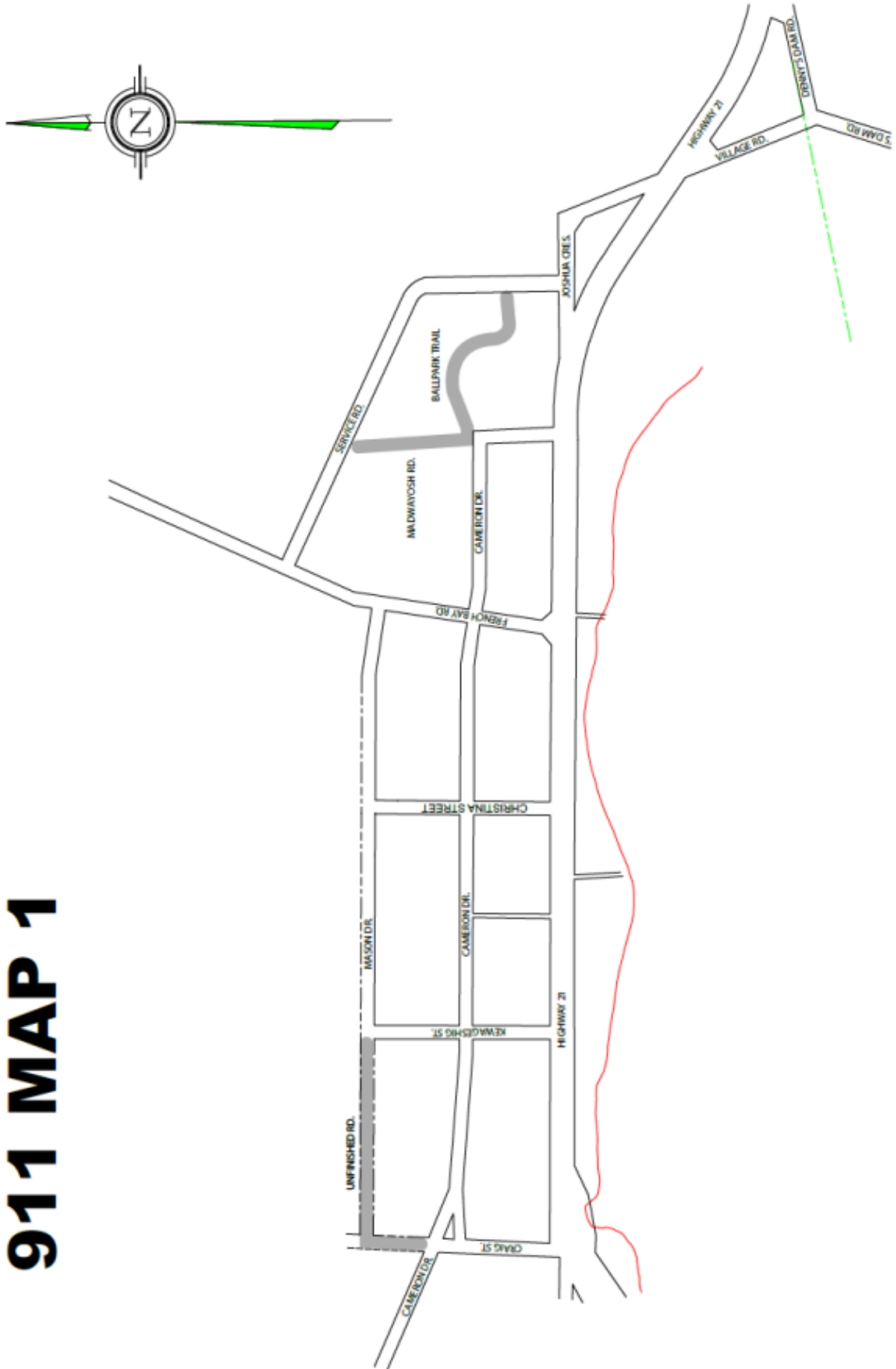


911 MAP 1



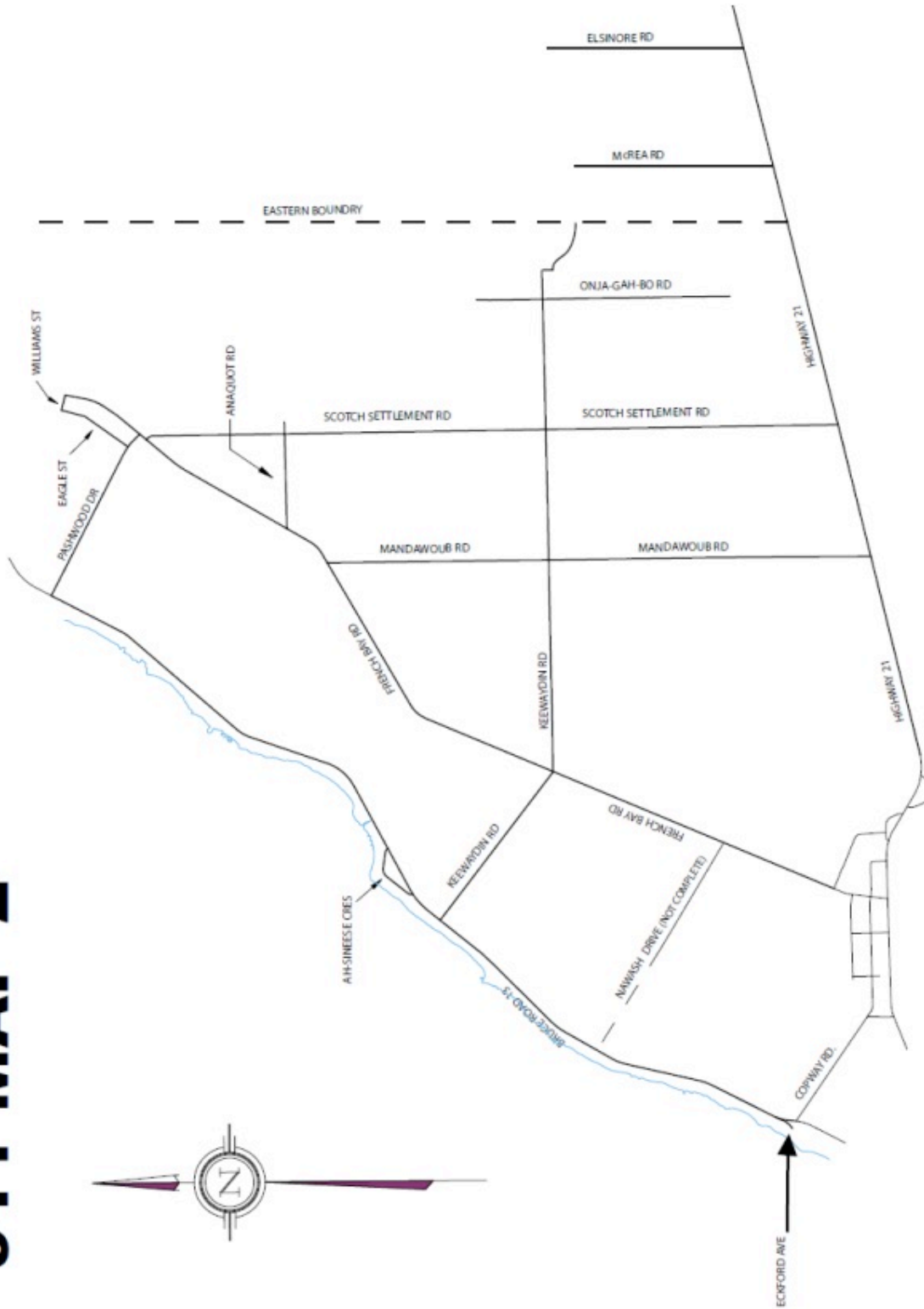


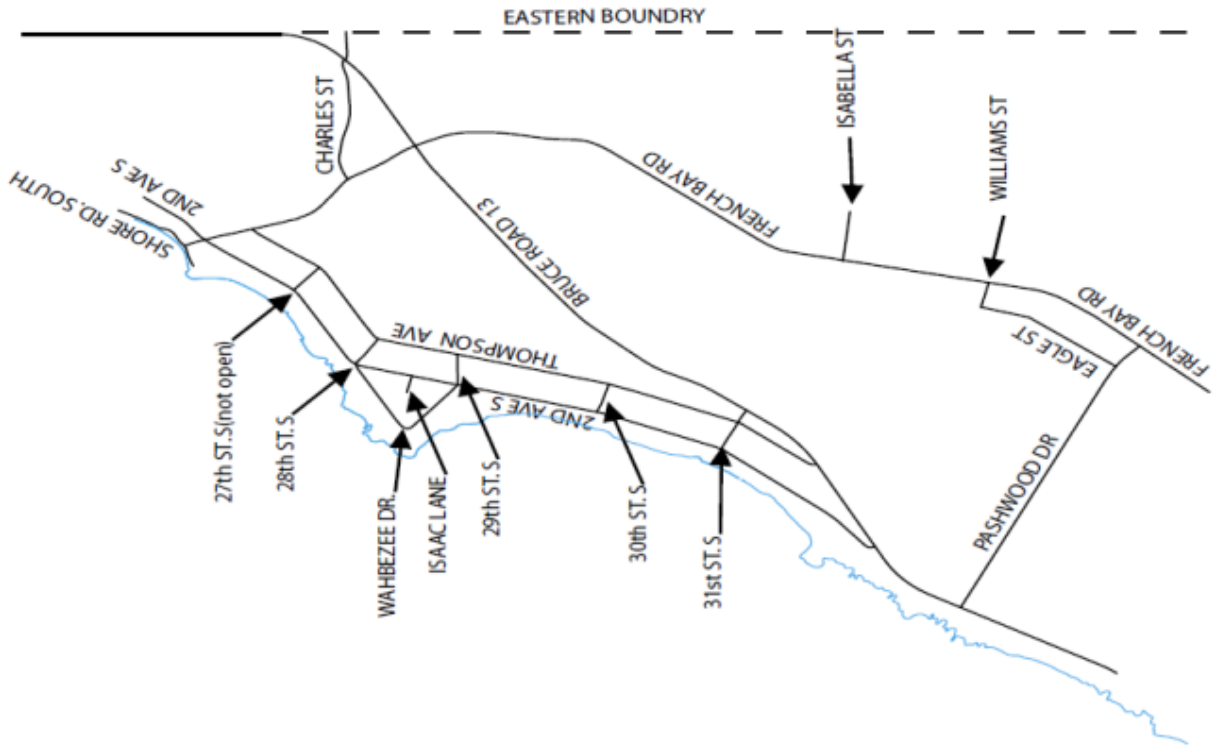
911 MAP 1





911 MAP 2



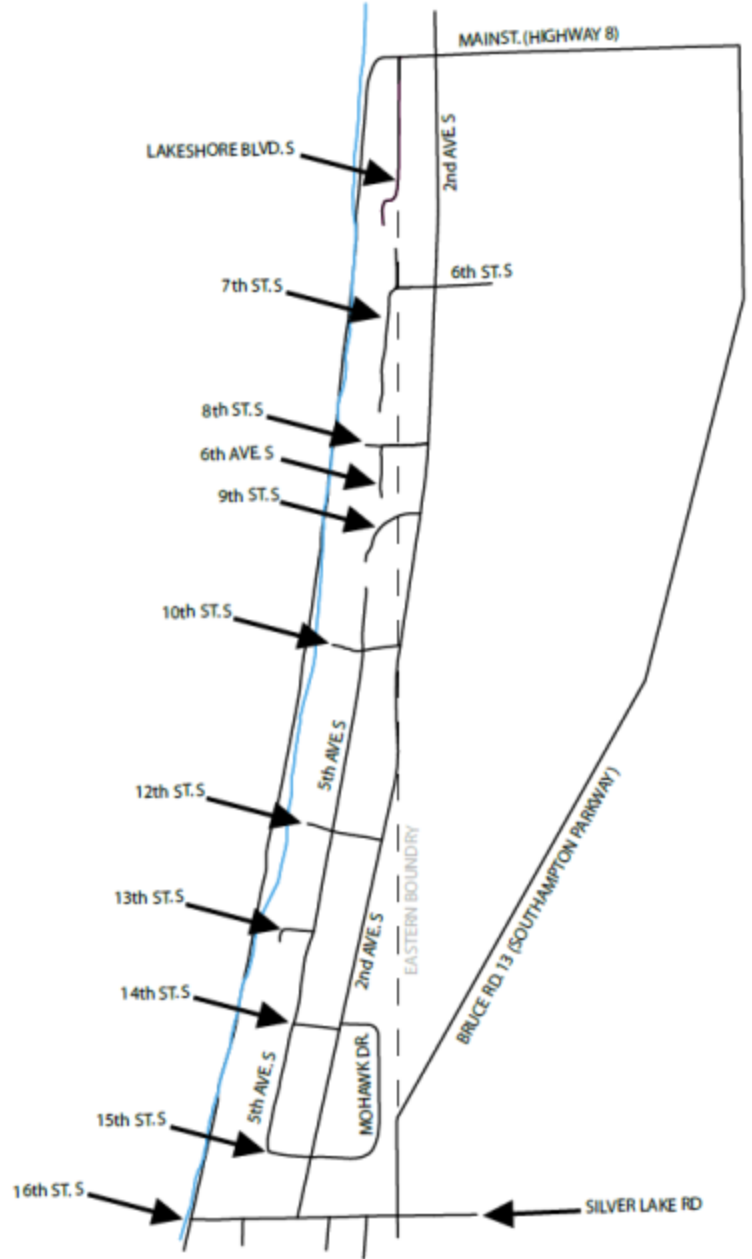


911 MAP 3



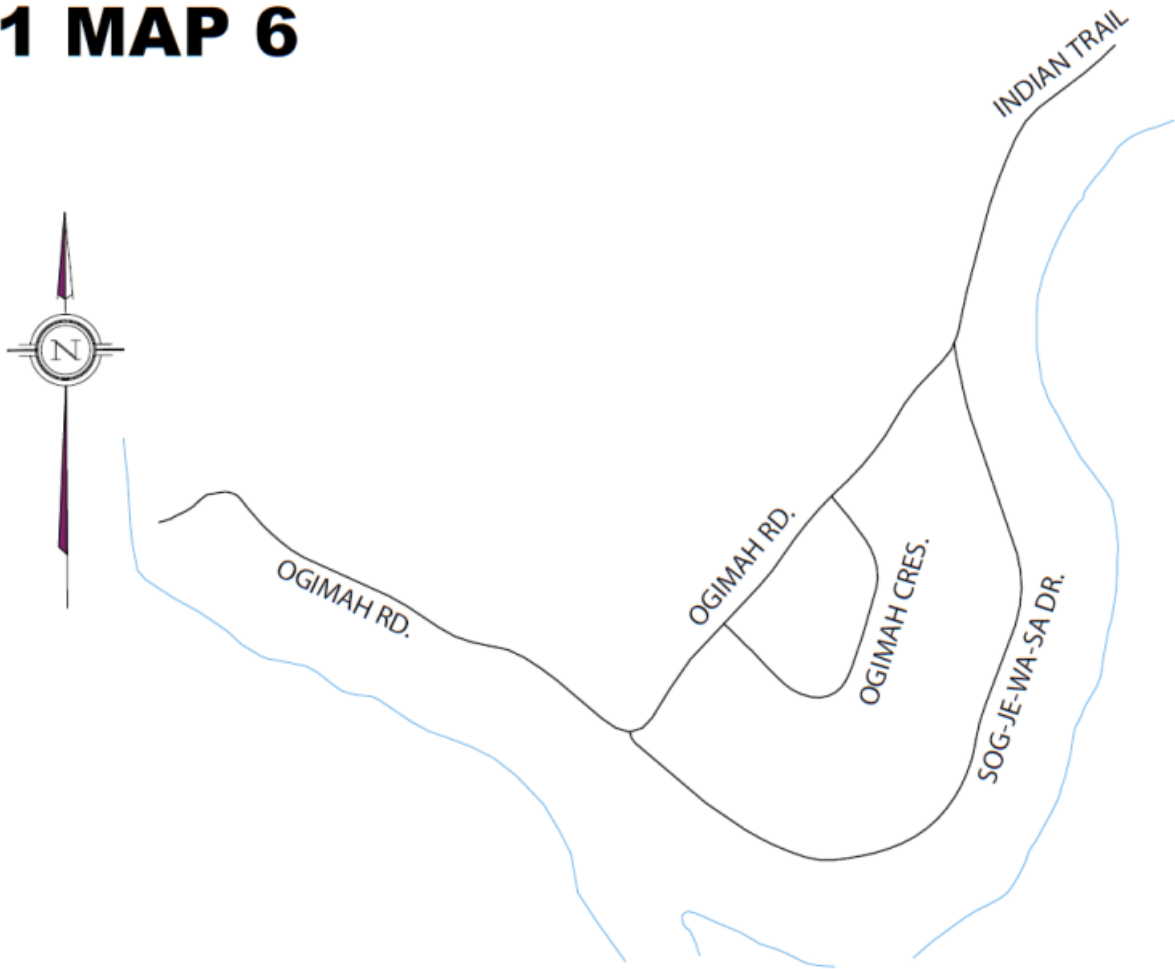


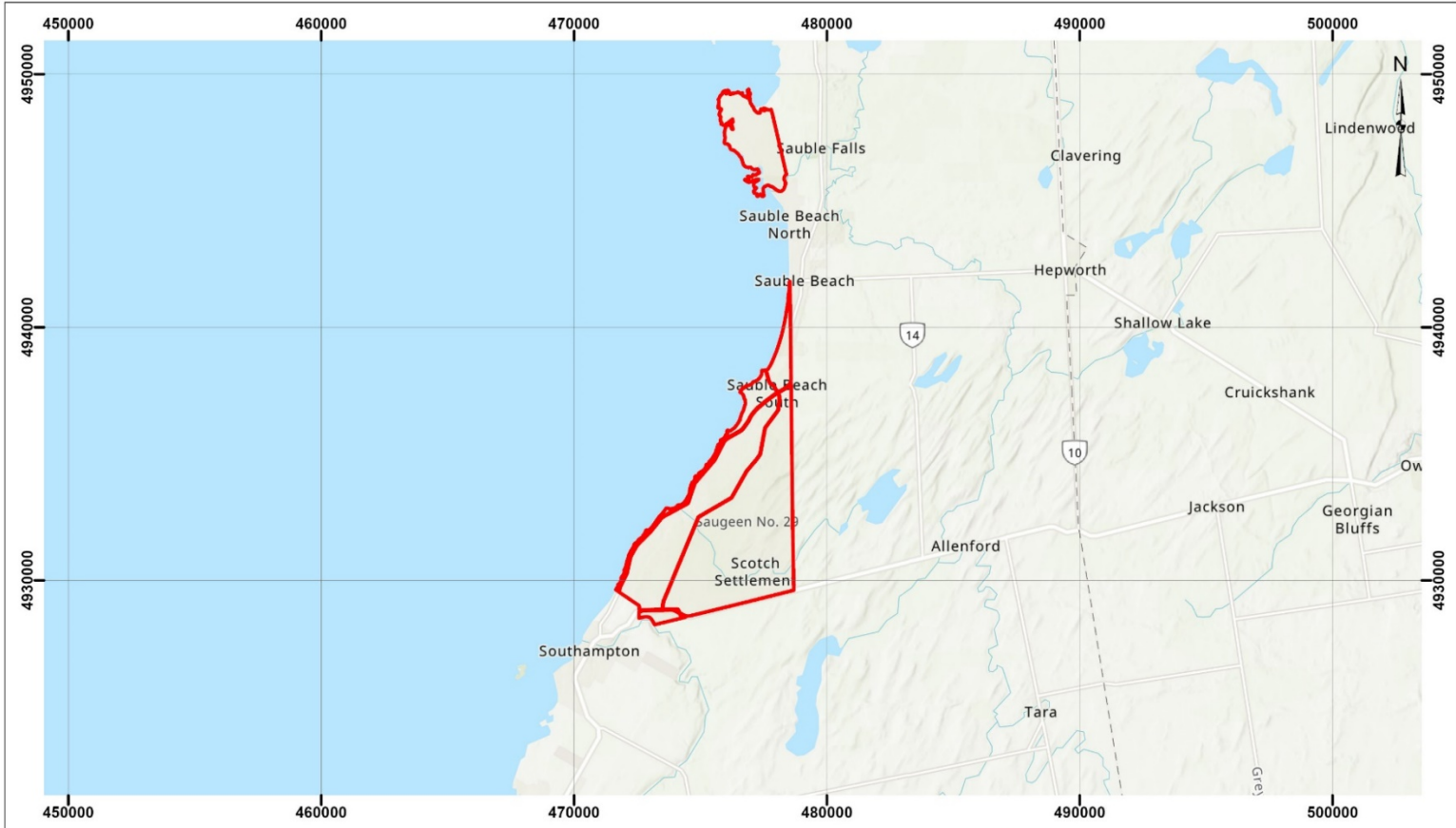
911 MAP 5



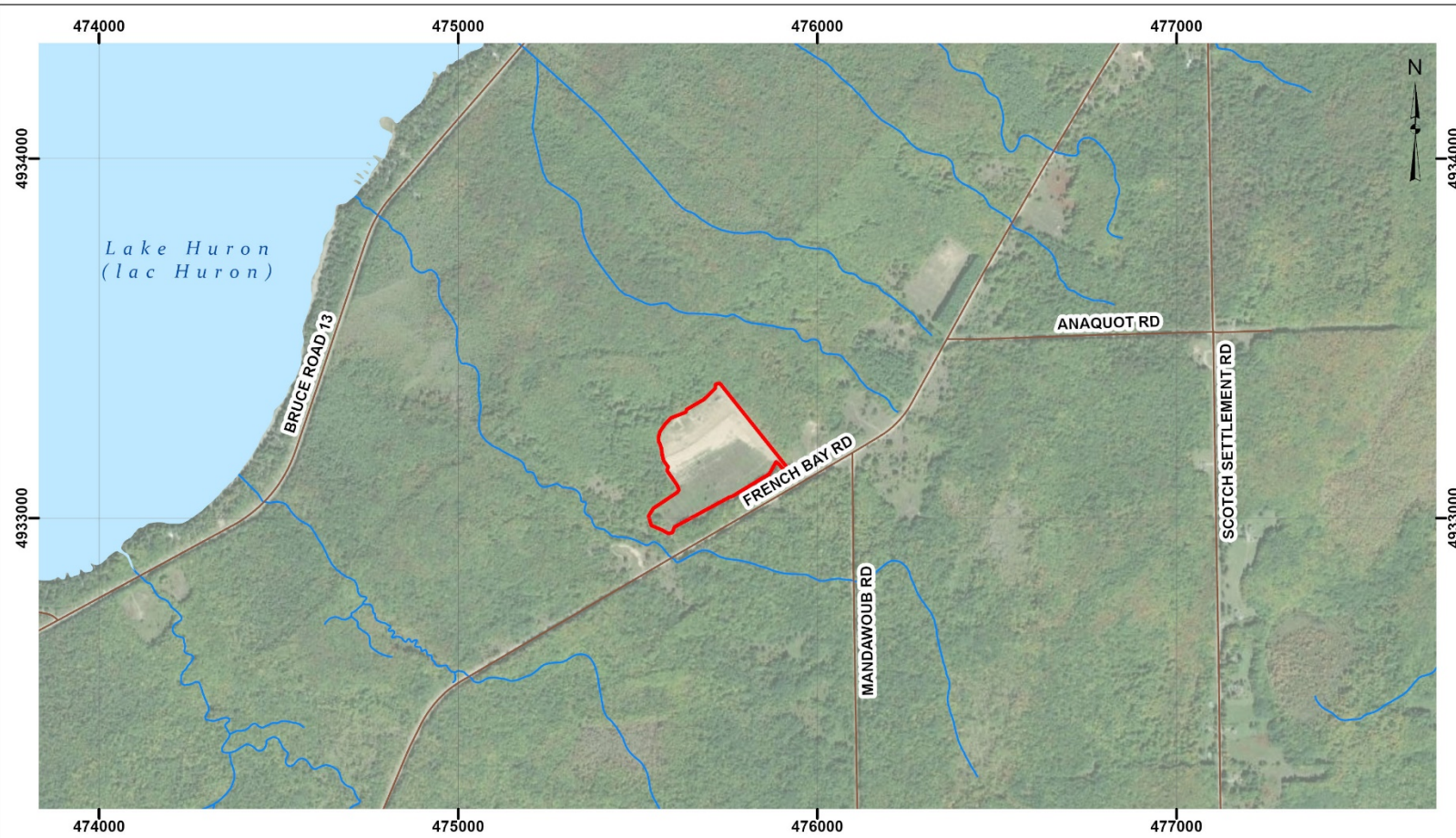


911 MAP 6





<p>LEGEND</p> <p> Saugeen First Nation Reserve</p> <p>REFERENCE</p> <p>Service Layer Credits: World Topographic Map: Province of Ontario, Esri Canada, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA, NRCAN, Parks Canada OpenStreetMap: © OpenStreetMap (and) contributors, CC-BY-SA World Millitade: Esri, CGIAR, USGS Produced by Ontario First Nations Technical Services Corporation. Copyright (c) Queen's Printer, 2021.</p>	<p>STUDY AREA</p>	<p>SCALE 1:210,000</p> <p>0 1,250 2,500 5,000 Meters</p> <p>PROJECT Request For Proposal Collection, Disposal, and Processing Refuse, Recyclables and Bulky Waste Saugeen First Nation</p> <p>TITLE COMMUNITY PLAN</p> <table border="1"> <tr> <td>DATE: 01/11/2021</td> <td>REV. 0.0</td> </tr> <tr> <td>GIS</td> <td>R,C</td> </tr> <tr> <td>DESIGN</td> <td>01/11/2021</td> </tr> <tr> <td>CHECK</td> <td></td> </tr> </table> <p>FIGURE E-1</p>	DATE: 01/11/2021	REV. 0.0	GIS	R,C	DESIGN	01/11/2021	CHECK	
DATE: 01/11/2021	REV. 0.0									
GIS	R,C									
DESIGN	01/11/2021									
CHECK										



LEGEND

- Roads
- Watercourse
- Waterbody
- Site Boundary

REFERENCE

Service Layer Credits: OpenStreetMap: © OpenStreetMap (and) contributors, CC-BY-SA
 World Imagery: Maxar
 Site Boundary: COLE, 2020.
 Produced by Ontario First Nations Technical Services Corporation. Copyright (c) Queen's Printer, 2021.



SCALE 1:15,000		0 100 200 400 Meters	
PROJECT		Request For Proposal Collection, Disposal, and Processing Refuse, Recyclables and Bulky Waste Saugeen First Nation	
TITLE		LANDFILL LOCATION	
DATE: 29/10/2021	GIS	R.C. 29/10/2021	REV. 0.0
DESIGN	CHECK		
			FIGURE E-2











10 APPENDIX C: LIST OF NON-COLLECTABLE REFUSE AND RECYCLABLES

“Non-Collectable Refuse” means any waste, other than collectable refuse, and shall without restricting the generality of the foregoing include the following:

1. Manufacturer’s or industrial waste;
2. Explosives and any highly flammable or volatile substances of any nature whatsoever;
3. Liquid or gaseous waste, caustics and acids;
4. Poisons, pesticides and herbicides, radioactive material;
5. Septage, raw sewage sludge and industrial process sludge;
6. Medical waste including but not limited to infected materials, including dressings and bandages, needles, syringes;
7. Organic material which has not been drained of all liquid in accordance with the provisions of the by-law;
8. Carcasses or parts thereof of any animal or other creature, save for bona fide kitchen and table waste;
9. Live animals or birds;
10. Hay, straw and manure;
11. Any materials which have become frozen to a container and cannot be removed therefrom by normal shaking efforts;
12. Stock of any wholesaler or retailer e.g. eggs, fish, pickles, fruit and vegetables;
13. Sawdust and/or shavings of any kind from a commercial and/or industrial establishment;
14. Broken plaster, railroad ties, pallets, lumber or other waste resulting from the construction, alteration, repair, demolition or removal of any building or structure;
15. Discarded tires with or without rims, trucks, automobiles and other vehicles and any parts thereof or accessories thereto;
16. Refrigerant units and white goods including fridge, freezer, stove, microwave, dishwasher, drying and washing machines etc.;
17. Scrap metal including water tank, stainless steel sink, fixtures, bed and bike frames, etc.;
18. Tree trunks, stumps and sod;
19. Bricks, gravel, rocks, cement including patio stones and ornaments or fill of any kind;
20. Cardboard boxes that are wet and fall apart prior to or during collection;
21. Household paints, solvents;
22. Loose items not properly contained in a prescribed garbage container;
23. Brush;
24. Items placed in oversized garbage bags;
25. Litter and broken or ripped open garbage bags;
26. Electronic and electrical waste (E-Waste);
27. Excess waste or waste over the allotted limit for the property.



11 APPENDIX D: HST EXEMPTION



Saugeen First Nation

Administration

Harmonized Sales Tax Exemption Certificate

Vendor Name: _____

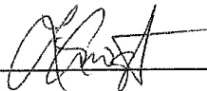
Project/Property/Service/Invoice: _____

Date: _____

“This is to certify that the property, services or products acquired by Saugeen First Nation # 29 (Name of Band) is not subject to any taxes if delivered to the First Nation.”

P.S.T. # 29 (Band Number)

H.S.T. # 107957938 RT



Chief Lester Anoquot

Saugeen First Nation No. 29

*6493 Highway 21,
Southampton, Ontario N6H 2L0
519-797-2781 | Fax 519-797-2978*



12 APPENDIX E: PROPOSAL SUBMISSION FORMS

- A. The Contractor shall complete and sign and submit the **FORM A: Statement Of Qualifications.**
- B. The Contractor shall complete and submit **FORM B: Description Of Operational Plan.**
- C. ALL Proposals shall use the enclosed **FORM C: PRICING Summary Sheet** for submitting quotation price. Do not include HST.
- D. The Contractor shall complete and submit **FORM D: Early Termination Fees.**
- E. The Contractor shall complete and submit **FORM E: Description And Costs Of Alternative Proposals.**
- F. The Contractor shall complete and sign and submit the **FORM F: Contractor Information.**
- G. The Contractor shall complete the **FORM G: Relevant Experience And References** by providing a minimum of two relevant references.
- H. The Contractor shall complete the **FORM H: List Of Sub-Contractors.**
- I. The Contractor shall complete and sign **FORM I: Acknowledgement Letter** confirming receipt of the full set of tender documents.

12.1 FORM A: Statement of Qualifications

- Provide at least three (3) similar work to which the proposed firm has contributed and can be used to demonstrate its capabilities to perform the required services
- For each work, provide the name of the client, address, date served and contract value
- Provide a tabulation of any other applicable work under contract to the company, giving the location, type, size and length of contract for each job
- Outline provisions around local office and administrative/supervisory support to be established as part of this RFP



12.2 FORM B: Description of Operational Plan

- List below any relevant details related to how you propose to carry out the contract that will result from this RFP. Include those aspects that might involve some change from the current waste and recycling system (e.g. changing what area is collected on what days, etc.).
- Provide the resumes of key officers and project team leaders and key projects performed within the last ten years similar to the services required within this RFP.
- Describe the vehicles and equipment intended to be utilized for collection and processing including the age, manufacturer and type.



12.3 FORM C: Cost of Service

- Unit prices are to be in Canadian Dollars **per tonne, unless otherwise indicated**, and shall not include any amounts for HST but shall include all other applicable taxes costs and duties.
- Refuse items are for up to five (5) years, starting March 31, 2022 with an option to extend the contract for up to three (3) additional one (1) year terms.
- Blue Box Recycling items are for up to three (3) years, starting **March 31, 2022** with an option to extend the contract for up to three (3) additional one (1) year terms.
- Monthly fuel cost index adjustments will be made for the full term of the contract pursuant to Section 3.17: Fuel Cost Adjustment (FCA)
- Contractors may submit pricing for any/all items listed below.
- **Price sheets must be submitted in a separate PDF marked as Saugeen First Nation Waste and Recycling Services – Cost Proposal”**

This RFP is asking for quotes on four (4) scenarios, as follows:

Refuse and Blue Box Recyclables (for residents and Saugeen First Nation facilities)

Scenario 1: Weekly curbside collection of refuse and blue box recyclables for the First Nation members and band facilities for 52 weeks of the year. Delivery of refuse to a) the Saugeen Landfill or b) a transfer station or licensed landfill identified by Contractor for disposal of the refuse. Both options must be quoted. Delivery of blue box recyclables to a transfer station or material recycling facility for processing of the blue box recyclables.

Scenario 2: Weekly curbside collection of refuse and bi-weekly collection of blue box recyclables for First Nation members and band facilities for 52 weeks of the year. Delivery of refuse to a) the Saugeen Landfill (bin rentals required) or b) a transfer station or licensed landfill identified by Contractor for disposal of the refuse. Both options must be quoted. Delivery of blue box recyclables to a transfer station or material recycling facility for processing of the blue box recyclables.

Refuse and Blue Box Recyclables (for Cottagers on the Saugeen First Nation reserve)

Scenario 3: Weekly curbside collection of refuse and blue box recyclables for seasonal cottagers for 26 weeks of the year from beginning of May to end of October. Delivery of refuse to a) the Saugeen Landfill (bin rentals required) or b) a transfer station or licensed landfill identified by Contractor for disposal of the refuse. Both options must be quoted. Delivery of blue box recyclables to a transfer station or material recycling facility for processing of the blue box recyclables.

Large or Bulky Waste Collection (from resident households and the Saugeen First Nation landfill)

Scenario 4: Annual (once per year) curbside collection of large or bulky items from First Nation resident members. Collected items are to be delivered to a transfer station or licensed landfill identified by the Contractor for disposal. In addition, large or bulky items shall also be collected from the Saugeen First Nation landfill site on an as-needed basis with the requirement of bin rentals located at the site.

Saugeen First Nation intends on closing its landfill and establishing a transfer station. Refuse may be delivered to the Saugeen Landfill located at 495 French Bay Road for disposal in the interim



before being exported outside the First Nation to an approved transfer station or licensed engineered landfill site.

Pricing will permit combining of scenarios resulting in more efficient collection and favourable pricing.



Pricing:

Scenario 1 and 2:

Curbside collection of weekly for refuse and weekly or bi-weekly for blue box recyclables (single or dual stream) for Saugeen First Nation member households, band facilities and approved commercial establishments. Service provided 52 weeks of the year.

Refuse:

Weekly Curbside Collection of Refuse

- A) Weekly curbside refuse collection and delivery to Saugeen landfill (First Nation pays tipping fees)

per tonne \$ _____ per stop \$ _____ rental per bin per month \$ _____
rental bin size (yrd³) _____

- B) Weekly curbside refuse collection and delivery to approved transfer station or licensed landfill (includes tip fees)

per tonne \$ _____ per stop \$ _____

(Contractor pays tipping fees) per tonne \$ _____ per stop \$ _____

Recycling:

Weekly Curbside Collection and Processing of Blue Box materials

Weekly curbside blue box recyclables collection and delivery to approved transfer station or material recycling facility (includes tip fees)

per tonne \$ _____ per stop \$ _____

Bi-Weekly Curbside Collection and Processing of Blue Box materials

Bi-weekly curbside blue box recyclables collection and delivery to approved transfer station or material recycling facility (includes tip fees)

per tonne \$ _____ per stop \$ _____

The Contractor shall retain all revenues from the sale of recyclable materials. The prices submitted above are expected to reflect that the Contractor retains revenue.



Combined Service:

Weekly curbside collection of refuse and blue box recyclables and delivery to approved transfer station for both

per tonne \$ _____ per stop \$ _____

Weekly curbside collection of refuse and bi-weekly collection of blue box recyclables to approved transfer station for both

per tonne \$ _____ per stop \$ _____

Identify Licensed Landfill and Transfer Station:

Name and location of transfer station and licensed landfill for end disposal

Specify name and location

Identify Material Recycling Facility:

Name and location of material recycling facility processing blue box recyclables.

Specify name and location:

Fuel:

Clear ultra-low sulphur diesel fuel price:

Refuse \$ _____ /litre Recycling \$ _____ /litre Combined \$ _____ /litre
(refuse & recycling)

Provide your current best price for diesel fuel for purposes of calculating fuel cost escalation charges for the term of the contract

Estimated fuel consumed per year: Weekly Refuse _____ litres.
Weekly Recycling _____ litres
Weekly Combined (refuse & recycling) _____ litres

*it is assumed that bi-weekly recycling will result in half the fuel consumption for recycling



Scenario 3:

Weekly Curbside collection for refuse and blue box recyclables (single or dual stream) for Seasonal Cottagers. Service provided 26 weeks of the year (beginning of May through to end of October).

Refuse:

Weekly Curbside Collection of Refuse

- A) Weekly curbside refuse collection and delivery to Saugeen landfill (First Nation pays tipping fees)

per tonne \$ _____ per stop \$ _____

- B) Weekly curbside refuse collection and delivery to approved transfer station or licensed engineered landfill (includes tip fees)

per tonne \$ _____ per stop \$ _____

(Contractor pays tipping fees) per tonne \$ _____ per stop \$ _____

Recycling:

Weekly Curbside Collection and Processing of Blue Box materials

Weekly curbside blue box recyclables collection and delivery to approved transfer station or material recycling facility (includes tip fees)

per tonne \$ _____ per stop \$ _____

The Contractor shall retain all revenues from the sale of recyclable materials. The prices submitted above are expected to reflect that the Contractor retains revenue.

Combined Service:

Weekly curbside collection of refuse and blue box recyclables and delivery to approved transfer station for both

per tonne \$ _____ per stop \$ _____

Identify Licensed Landfill and Transfer Station:

Name and location of transfer station and licensed landfill for end disposal

Specify name and location



Identify Material Recycling Facility:

Name and location of material recycling facility processing blue box recyclables.

Specify name and location:

Fuel:

Clear ultra-low sulphur diesel fuel price:

Refuse \$ _____/litre Recycling \$ _____/litre Combined \$ _____/litre
(refuse & recycling)

Provide your current best price for diesel fuel for purposes of calculating fuel cost escalation charges for the term of the contract

Estimated fuel consumed per year: Weekly Refuse _____ litres.
Weekly Recycling _____ litres
Weekly Combined (refuse & recycling) _____ litres



Scenario 4:

Large or Bulky Item Collection

Curbside Collection – Once a year collection with maximum 5 items collected.

Once annual large item collection delivered to any other licensed landfill or transfer station.

Specify name and location:

(Contractor pays tipping fees) per tonne \$ _____ per stop \$ _____

Depot Collection at Saugeen First Nation Landfill (on-call basis).

Bin Size _____ Bin Rental Fee Per Month Per Bin \$ _____

Identify Licensed Landfill and Transfer Station:

Name and location of transfer station and licensed landfill for end disposal

Specify name and location

Specified large item collection inclusions and/or limitations listed in Appendix C:



Any Additional Costs to the Overall Service:



12.4 FORM D: Early Termination Fee

Contractors, by making a submission for the provision of blue box services in response to this RFP, acknowledge that Ontario Municipalities and First Nations are subject to the legislative requirements including but not limited to the Waste Free Ontario Act (WFOA) and any applicable statutes, policies, programs, regulations and standards including but not limited to the Blue Box Regulation (O.Reg. 391/21) (collectively referred to as “Applicable Law”) outside the control of the First Nation. Contractors further acknowledge that legislative changes including but not limited to repeal, replacement or amendment of any Applicable Law may change or alter the Contract awarded for blue services under this RFP in such a manner that in the sole and absolute discretion of the Saugeen First Nation the services provided under the Contract for blue box services are no longer required or necessary to the Saugeen First Nation. If the services provided by the Contractor are no longer necessary to the Saugeen First Nation due to a change in Applicable Law, the Saugeen First Nation shall have a right to terminate the Contract as it relates to blue box services prior to the scheduled end of the Contract Term. Notice of any such early termination of the Contract for blue box services shall be provided to the Contractor by the Saugeen First Nation within 30 days of the repeal, replacement or amendment to Applicable Law.

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

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



12.5 FORM E: Description and Costs of Alternative Proposals

- The Contractor shall use this form to outline any potential alternative systems that they think would provide the First Nation with more cost-effective service, e.g. co-collection of refuse and recyclables. All changes from the primary system outlined in the RFP must be specified in detail.
- All changes to unit costs as a result of this alternative proposal must be clearly specified.
- Any changes that this might have on net costs to the First Nation, or the level of service offered to residents must also be specified clearly (e.g. provision of second or other collection containers, estimate loss or gain in tonnage, estimate loss or gain in revenues, etc.)
- Price sheets must be submitted in a separate password-protected PDF marked as “Price”
- **All price sheets for alternative proposals must be clearly indicated and must be submitted in a separate, password-protected PDF marked as “Alternative Price”**



12.6 FORM F: Contractor Information

Please print clearly.

Full Legal Name of Company: _____

Full Business Mailing Address of Company: _____

Name of Signing Officer: _____

Position of Signing Officer: _____

Telephone Numbers – Business: _____

Cellular: _____

Fax Number: _____

Email: _____

Date: _____

Authorized Signature: _____

Witness or Company Seal: _____



12.7 FORM G: Client References

List **relevant** client references that demonstrate the Contractor's experience in the last three (3) years.
Attach additional sheets as required.

Reference One:

Client / Company Name:	
Address:	
Representative for the Client:	
Phone No.	
Email Address:	
Nature / Scope of Work:	
Contract Dollar Value:	
Date and Length of Contract:	

Reference Two:

Client / Company Name:	
Address:	
Representative for the Client:	
Phone No.	
Email Address:	
Nature / Scope of Work:	
Contract Dollar Value:	
Date and Length of Contract:	



12.8 FORM H: List of Sub-Contractors

List below each and every sub-Contractor that you will engage in the carrying out of the work, including their company name, address, telephone number and contact person. Provide up to three (3) references for each sub-Contractor.

<u>Work Type to be Subcontracted</u>	<u>Name of Sub-Contractor</u>	<u>Address of Sub-Contractor</u>
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References:

	Reference One	Reference Two	Reference Three
Client / Company Name:			
Address:			
Representative for the Client:			
Phone No.			
Email Address:			
Date and Length of Contract:			



12.9 FORM I: ACKNOWLEDGEMENT LETTER

Upon receipt of this document, a potential Contractor will sign one copy of the Acknowledgement Letter provided at the end of this document and mail, fax or email the signed document to the attention of the Contract Administrator.

The undersigned has received the full set of proposal documents including Addenda:

Signature

Company

Name (please print)

Address

Title

City

Phone

Fax

Email

Date

Return immediately, via email, to:

Contract Administrator

**Erica Tropea, Environmental Scientist
Ontario First Nations Technical Services Corporation
1195 Alloy Dr, Suite 202
Thunder Bay Ontario
P7E 1C9
807-632-6650
etropea@ofntsc.org**

A respondent who signs and returns this Acknowledgement Letter is not obligated to submit a proposal. However, by returning this document, the First Nation will be able to contact you directly with any amendments or addenda.



13 APPENDIX F: PROPOSAL EVALUATION CRITERIA

The Contractor’s proposal shall be evaluated in accordance with the following Criteria:

Proposal Evaluation – Criteria and Point System		
Firm	25	Experience, registration and satisfactory performance on similar contracts (First Nation, government and private sector). The references provided will be contacted.
Project Team	15	The number (including Saugeen First Nation members to be employed), qualifications and relevant experience of personnel to be assigned to the proposed team.
Methodology	20	The methodology proposed for the performance of the work in accordance with the RFP. This includes the Contractor’s management section and proposed skills transfer to the First Nation.
Proposal	15	The depth and detail of the proposal which indicates an understanding of the scope, size and complexity of the project as well as management of the work, delegation of responsibility, work plans, schedule and cost control, reporting and quality control.
Cost of Services	25	The Contractor’s fee proposal.
Total	100	

Technical scores will be evaluated before opening the cost document.

Points for Cost of Services will be awarded using the reward average cost method. The average cost will be awarded the maximum allowable points.

- Proposals within 10% range of the average = Full 25 points
- Greater than 10% but not less than 20% = 18 points
- Greater than 20% but less than 30% = 10 points
- Greater than 30% from average cost proposal = no points awarded



RFP Addendum No.1

February 24, 2022

Subject: **Collection and Disposal of Refuse, Collection, Processing and Marketing Of Recyclable Material, and Collection and Disposal of Bulky Waste on behalf of Saugeen First Nation**

Ontario First Nations Technical Services Corporation (OFNTSC) is providing the following addendum as requested by the Saugeen First Nation on the Collection and Disposal of Refuse, Collection, Processing and Marketing Of Recyclable Material, and Collection and Disposal of Bulky Waste Request for Proposal (RFP).

This addendum shall form part of the RFP documents for the above noted project and shall be in conjunction therewith. This addendum shall take precedence over all requirements of the original RFP documents.

RFP Clarifications

1: CPI Adjustment amendment: Section 4.29 CPI Adjustment states: “The increase will be equal to 75% of the increase set out in the Consumer Price Index for Ontario”. This should read: “The increase will be equal to **100%** of the increase set out in the Consumer Price Index for Ontario”. This percentage is reflected correctly in Section 3.19: Consumer Price Index Adjustment at 100%.

2: Clarification to Description of Saugeen Landfill: The Saugeen Landfill is currently an open pit landfill site and the RFP lists this landfill site as an option for the delivery location of refuse (Sections 2.1, 6.29, 12.3). Within the next five (5) years, i.e. within the base contract length specified in this RFP for refuse, the Saugeen First Nation plans to design and construct a Waste Transfer Station and subsequently close the landfill. Saugeen FN Waste Transfer Station will be located at or near the Saugeen landfill site and will be appropriately designed for tipping of refuse to satisfy this contract. Once the Saugeen FN Transfer Station is operational, the refuse will be disposed of at the Saugeen FN Waste Transfer Station, instead of directly into the open pit. The Saugeen First Nation does not foresee this to cause any interruption to the collection contract. Collection and disposal of refuse from bins at the Waste Transfer Station will be under a separate service contract, to be initiated at that time.

Any questions about this Addendum can be directed to Erica Tropea, Environmental Scientist at the Ontario First Nations Technical Services Corporation, via email at etropea@ofntsc.org.



Erica Tropea
Environmental Scientist
OFNTSC