



Request for Proposals

MUNICIPAL RECYCLING
AND SOLID WASTE COLLECTION
AND DISPOSAL SERVICES

TABLE OF CONTENTS

1	INTRODUCTION	3
	1.1 Background.....	3
	1.2 Objectives.....	3
	1.3 Submissions	4
2.	PROPOSAL CONTENT DETAILS	5
	2.1 Cover Letter.....	5
	2.2 Scope of Work/Services to be Performed.....	5
	2.3 Minimum Additional Requirements.....	6
	2.4 Electronic Services	7
	2.5 Terms and Conditions.....	7
	2.6 Preparation of Proposals.....	8
	2.7 Retainers and Agreements	8
	2.8 Payment and Invoicing Requirements	9
	2.9 Fees and Disbursements	9
	2.10 Instructions	9
	2.11 Unnecessary Expenses.....	9
3.	PROPOSAL SUBMISSION AND EVALUATION ELEMENTS	9
	3.1 Submission of Proposals.....	10
	3.2 Evaluation Elements.....	10
	3.3 RFP Submission Format	10
	3.4 RFP Submission Components	10
	3.5 Preparation of Proposals.....	11
	3.6 Offer and Acceptance.....	12
	3.7 Definitions.....	12
	3.9 Inquiries.....	13
	3.10 Addenda.....	13
	3.11 Submission of Proposals	14
	3.12 Reservation.....	15
	3.13 <i>Local Authority Freedom of Information and Protection of Privacy Act (LAFOIP)</i>	16
	3.14 Conflict of Interest	17
	3.15 Records, Inspection, Audits.....	17
	3.16 No Assignment.....	17
	3.17 Governing Law.....	17
4.	CURRENT SERVICE LEVELS	18
5.	APPENDIX ‘A’: ADDENDA ACKNOWLEDGEMENT FORM	19

1 INTRODUCTION

1.1 Background

The Town of St. Walburg intends to award a contract for municipal solid waste collection, disposal, and recycling services. The Town is requesting proposals for the collection, removal, and disposal of municipal solid waste for residential and commercial services and to divert suitable materials for recycling.

The Town has a population of approximately 700 and provides municipal services, including administration, finance, public works, waste management, recreation, water, and wastewater services. The Town has approximately 375 properties that currently receive solid waste and recycling service. Of these, about 300 are residential and 75 are commercial. This property count is subject to an upward adjustment to accommodate the anticipated future development in the Town.

The Town currently offers our residents:

- Garbage pickup to all properties
 - Once a week from October to May.
 - Twice a week from June to September.
- Solid waste disposal at a central location open from Mid-May to Mid-October.
- Recycle Centre for papers, cardboard, tin cans, and #1-7 plastic containers.

The Council is composed of six elected members and an elected Mayor. The Chief Administrative Officer (CAO) is responsible for the Town's administration functions.

The Town is committed to open communication and transparency and, as such, agendas, meeting minutes are posted on the Town website.

Several Town Bylaws are available on the Town website at www.stwalburg.ca.

The failure or omission of any Proponent to familiarize itself with the sites and existing conditions and service levels in the Town shall in no way remove the contractor from any obligations of its proposal. No additional compensation will be granted due to a lack of knowledge of the sites, service levels, or the conditions under which the work will be accomplished in the Town. The Town makes no representation as to the reliability of its estimates of service levels and growth.

1.2 Objectives

The Town of St. Walburg is requesting proposals for a mutually beneficial, long-term public/private partnership with a desire to negotiate a contract for a term of reasonable length.

The Town, in its desire to provide solid waste services, is seeking proposals from Proponents or qualified organizations to provide recycling service, both efficiently and economically, through collection for all residential and commercial properties, to which:

- maximize sanitary and aesthetic living conditions for all residents;
- maintain positive communications with the Town and the residents;
- collect and transport solid waste from all residential, institutional, and commercial residents with the Town of St. Walburg to an environmentally safe and permitted disposal site;
- collect and transport recyclables to a materials recovery facility;
- contractor shall make every effort to continue to provide weekly residential collection of solid waste and/or recyclable services on the same day of the Town's current collection schedule; and
- provide alternate service programs as desired by the Town and the residents. Indicate your willingness to participate with multiple-entry partnerships.

The RFP is intended to provide a framework for the Town to evaluate each proposal and determine which submission most closely addresses the Town's needs. Proponents are encouraged to provide any additional information or innovative approaches not specifically outlined in the context of this proposal. The Town is willing to retain multiple Proponents and/or organizations to fulfill the indicated service areas and encourages Proponents and/or organizations who specialize in one or all of these areas to apply for the position(s) outlined in this RFP.

The Mayor, Council, and Staff are dedicated to responsive and customer-focused solid waste and recycling services for the residents and businesses with the Town. The Town is interested in proposals

from companies with a strong commitment to excellent customer service, and who will work well with the Town organization, which promotes and supports core values, trust, teamwork, effective communication, professionalism, and quality of life. The ideal company will be customer-focused, responsive, innovative, and friendly, interested in becoming a key player in the healthy community initiatives and projects, and committed to offering the Town residents and businesses with quality services. The Town desires a partnership, which recognizes quality management driven by value and a strong work ethic.

1.3 Submissions

Proposals shall be submitted on or before Monday, October 4, 2021, at 10:00 a.m. CST. Submissions received after this time will be rejected and returned unopened. There will be no public opening. The envelope or box containing the RFP must be sealed and clearly marked “**RFP - Municipal Recycling and Solid Waste Collection and Disposal Services for the Town of St. Walburg**”.

Questions regarding this request must be submitted in writing to Shiloh Bronken, Chief Administrative Officer, via email at sbronken@stwalburg.com with “RFP - Recycling and Solid Waste” in the subject line. Upon receipt, sender will receive a read email. It is the sender’s responsibility to verify receipt of email. Interpretations or clarifications which result in an Addendum will be posted on the Town website at www.stwalburg.ca. All addenda must be acknowledged and included in your RFP submission.

The RFP must include the following:

- Cover letter signed by the appropriate authorities;

- Scope of work/services to be performed, including methods for ensuring customer satisfaction and service quality and copies of related company policies;
- Proponent/Organization background, qualifications, experience in performance based contracts and references;
- Evidence of insurance and security for faithful performance;
- Pricing information;
- Draft copy of contract proposed to be used; and
- Worker’s Compensation Board Letter of Good Standing.

It is the responsibility of the Proposer to clearly mark and identify all portions of the proposal, which, in the Proposer’s opinion, contain trade secrets, confidential information, and other proprietary information. The Town intends that trade secrets and confidential information contained in the proposals and clearly identified as such will not be open for public inspection at any time, even after the contract has been awarded and executed, and whether or not the proposer wins the contract.

The Town reserves the right to accept any Request for Proposal or to reject any or all Request for Proposals, to waive irregularities and/or informalities in a Request for Proposal, and to negotiate a contract with any proposer in any manner, consistent with law, deemed in the best interests of the Town.

The closing date and time may be amended at the sole discretion of the Town.

2. PROPOSAL CONTENT DETAILS

2.1 Cover Letter

The proposal is to include a letter transmitting the proposal to the Town of St. Walburg. This letter shall indicate the proposal is for recycling and solid waste services, provide the date of submittal, and must be signed in ink by the appropriate authorities. The letter shall include the full name of the Proposer, address for service of legal notices, name, and telephone number of an authorized contact person, and shall indicate the legal status of the Proposer, whether corporation, partnership, or individual.

2.2 Scope of Work/Services to be Performed

Provide a plan with details on service methods and descriptions of services, which will be provided for the Town of St. Walburg. The service plan should include, but not necessarily be limited to, the following:

- Proponent's emphasis on public relations, customer education, and environmental programs;
- Quality control methods, complaint management, and resolution procedures;
- Residential and commercial solid waste collection operation, including hours and days of the week, provide curbside pickup;
- Semi-annual large item/brush pick up;
- Non-routine and holiday collection procedures and methods for resident notification;
- When and how recyclables will be collected in relation to normal waste collection and specify which recyclables shall be collected; indicate potential for sharing of recyclable proceeds;
- Specify any limitations on items to be collected, requirements for preparing unusual items for pickup and ways to identify service not required;
- Identify the containers to be provided, if applicable, and specify the time frame for their provision to new residents, and any related policies regarding distribution and replacement, damage to containers;
- Identify the disposition of contaminated recyclables or worthless items found in the resident's recycling container;
- Identify any complementary or additional services available to improve the value taxpayers are receiving or to enhance their quality of life or address special needs;
- Identify traffic safety plans for areas around and near public facilities and schools;
- Identify methods for handling barriers to collection, including blocked streets;
- Describe the capital equipment available to provide the proposed services. Note the age, weight, and condition of collection trucks and state how many are front line units and how many are spares. Describe the plan to be used to assure that equipment shall be available to meet the service plan at all times. Describe how leakage or debris from vehicles will be minimized and/or handled;
- Identify disposal and processing sites;
- Identify methods for ensuring resident satisfaction, service quality, and related company policies;

- Discuss how the company will notify the Town in case of equipment breakdown or any other event which may delay the picking up of recycling and/or solid waste; and
- Discuss worker-training, use of temporary drivers versus company drivers.

2.3 Minimum Additional Requirements

Proponent Background, Qualifications, Experience, and References

Provide a brief description and history of the Proponent including current size, and how many persons in the Proponent’s organization are directly engaged in recycling and solid waste collection. Discuss the Proponent’s experience in providing the proposed service to other organizations of comparable size. Provide references from five recent contracts under which recycling/solid waste collection services were provided, and include the organization’s name, address, contact person, and telephone number. As the Town requires that the successful respondent must have experience providing service in a performance-based contract, list all municipal collection contracts held within the past five years, which meet these criteria. List the performance standards that you feel should be included in the contract. Include the Proponent’s financial history with current financial statements or a statement on how the Town can be made comfortable with the financials.

Insurance

Provided evidence of coverage of insurance or ability to obtain coverage in appropriate amounts and types, but at minimum in the limits specified below.

Type	Amounts
Employer’s Liability	<ul style="list-style-type: none"> • \$1,000,000
Commercial General Liability Insurance to include coverage for the following: <ul style="list-style-type: none"> • Premises/Operations • Products/Completed Operations • Personal/Advertising Injury 	<ul style="list-style-type: none"> • Bodily Injury and Property Damage of \$1,000,000 per occurrence • \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability <ul style="list-style-type: none"> • Owned/Leased Vehicles • Non-owned Vehicles • Hired Vehicles 	<ul style="list-style-type: none"> • Property Damage of \$1,000,000 per occurrence
Environmental Impairment/Impact, sufficiently broad to cover disposal liability, either as a stand alone policy or an endorsement to the Commercial General Liability	<ul style="list-style-type: none"> • \$5,000,000 per claim • \$5,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

Saskatchewan Worker's Compensation

Prior to commencing the work on this contract and prior to receiving final payments, the Proponent shall provide evidence of compliance with the requirements of *The Worker's Compensation Act* including payments due to the Saskatchewan Worker's Compensation Board (WCB) and will be required to maintain a cleared status with the WCB for the duration of the contract.

Pricing Information

Provide a proposed rate structure, including unit rates for residential, commercial, and other services for the following:

- Residential rate(s) structure should be quoted for:
 - Two garbage pickups and one recycling pickup per week; and
 - Two garbage pickups from June to September and one garbage pickup from October to May and one recycling pickup per week; and
 - Bi-weekly garbage and recycling pickups - alternating weeks.
- 2x year Brush and Bulk Item Curbside Collection.
- Identify a price option for garbage that allows residents to choose what size garbage container they want based on the amount of garbage they generate (Pay as You Throw) if applicable.
- Identify an option for Vendor Container (Free, Leased, Purchased).
- Identify options to share in the proceeds from the sale of recyclable material.

Business License

The successful Proponent will be required to obtain a Business License from the Town prior to commencing the work of this contract and maintain such in good standing for the term of the contract.

2.4 Electronic Services

E-mail will be used extensively for the review of documents and the transmitting of information. It is expected that the successful Proponent must have the appropriate technology in place and be fully conversant with electronic document editing/tracking and e-mail capabilities. Microsoft Word must be used for all documents. Please provide a description of how your Proponent will meet this requirement.

2.5 Terms and Conditions

The Town reserves the right to amend or reverse this request for proposal (RFP) prior to the closing date.

The submission of a proposal shall be conclusive evidence that the Proponent has carefully examined the proposal documents and any amendments and/or revisions.

Should a Proponent find discrepancies in or omissions from the RFP or should they be in doubt as to their meaning, they should at once notify the Town. The Town may then amend or revise the RFP.

The signature on the proposal of a duly authorized representative of the organization proposing is a condition of acceptance.

Any contrary terms and conditions added to the RFP or on the Proponent's own documents will deem that submission to be a counter proposal. Such submissions may be subject to outright rejection and Proponents are cautioned to carefully weigh the consequences of contrary terms or conditions.

The Town may also request additional information from Proponents at any time prior to final approval of a selected Proponent. The Town reserves the right to accept any proposal submitted in whole or in part or to reject any or all proposals or to award the work in one or more contracts and to waive any irregularities on the basis of considerations other than process or cost. Final approval of a selected Proponent is subject to the resolution of the Town Council.

The Town may use sources of information not supplied by the Proponent concerning the abilities to perform this work. Such sources may include, but not be limited to, current or past customers of the organization, on-site inspection of the Proponent's operation, on-site inspection of the landfill and recycling sites, and credit records.

The Town shall have the right to evaluate competing proposals in accordance with its own criteria for evaluation applied to specific materials/service being proposed, whether such criteria has been expressly related to the Proponent. In the event of equally qualified Proponents, the Town may invite the top matched Proponents for interviews. The proposal selected for recommendation to the Town Council will be the one which best meets the long-range needs of the Town in the most cost-effective method possible and which assures compliance with any federal, provincial, or municipal regulations.

The Town reserves the right to issue addendums if required. All addendums will be posted on the Town website (www.stwalburg.ca). It is the responsibility of the Proponent to monitor and obtain all addendums from the Town website pertaining to the RFP.

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a proponent and the rejection of a proposal:

- Evidence of collusion among contractors;
- Lack of competency as availed by either financial statements, experience, or equipment statements as submitted, or other factors;
- Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted; and
- Use of a questionable disposal site.

2.6 Preparation of Proposals

Prices listed for the products shown should be net of tax and should clearly break out the Goods and Services Tax (GST) and/or the Provincial Sales Tax (PST).

All products and services must meet all current Provincial, Federal, Municipal, OH&S, and other legal standards and if any defects are found, all costs involved to correct the problem will be borne by the quoting Proponent.

2.7 Retainers and Agreements

Any retainers and/or agreements entered into subject to this RFP shall be non-exclusive. The Town may award all or part of its service provision to one or more successful Proponent's based on specific expertise or other considerations as deemed appropriate by the Town. There is no guarantee on the volume of work awarded, despite the award of this RFP and the execution of the agreement. Rates submitted in the proposal

shall be guaranteed for the duration of the agreement period. If the Town has requested services from the successful Proponent and the services are not completely rendered at the expiry of the term of the agreement, the services may continue to be provided by the said Proponent and in such instances, the agreement shall extend to the completion of such services with the same terms and conditions.

2.8 Payment and Invoicing Requirements

The successful Proponent may issue monthly payment requests to the Town, subject to the payment request being supported with an invoice and detailed breakdown of the work completed and/or in progress, as determined by the Town in the Town's sole discretion. The Town will make payment in accordance with the Town's Accounts Payable process, and in any event within forty-five (45) days of receipt by the Town of satisfactory payment requests. The Town reserves the right to ask for clarification of any of the invoices submitted and unless the Town staff applicable determines that the amount rendered is appropriate and reflective of the work conducted, no payment will be made.

2.9 Fees and Disbursements

The Town will not pay for the following fees and disbursements:

- expenses arising from ineffective file management;
- any increase in rates not in accordance with the signed agreement;
- any premium amount on disbursements - the Town will only pay disbursements at its actual cost;
- staffing inefficiencies caused by the unavailability of Proponent personnel; and
- routine administrative tasks such as scheduling meetings or attendances, preparation of accounts, file organizations, form letter, etc.

2.10 Instructions

The successful Proponent(s) will work with and receive instructions from the Town's Chief Administrative Officer.

The successful Proponent shall also manage the Proponent's relationship with the Town, including addressing any issues related to responsiveness, work quality, work allocation, billing, and other matters of concern, to the satisfaction of the Chief Administrative Officer or designate.

2.11 Unnecessary Expenses

The Town will not be responsible for any unnecessary expenses incurred as a result of ineffective management.

3. PROPOSAL SUBMISSION AND EVALUATION ELEMENTS

Each proposal must be marked "RFP - Municipal Recycling and Solid Waste Collection and Disposal Services for the Town of St. Walburg" and submitted on or before 10:00 a.m. local CST, October 4, 2021 by mail or in person to: Town of St. Walburg Attention: Chief Administrative Officer, PO Box 368 - 134 Main Street, St. Walburg, SK, S0M 2T0, or via email to sbronken@stwalburg.com.

A Proponent may withdraw their proposal by providing a written withdrawal, signed by a person authorized to sign proposals, delivered by mail, by email, or in person to the address stated above before the closing date of the RFP.

Following the October 4, 2021, deadline, the Infrastructure Committee will review all proposals and will make a recommendation to the Town Council, currently anticipated to be at the Town Council meeting on October 27, 2021. The Town will approve the Chief Administrative Officer to negotiate the details of the contract, which will be effective as soon as practicable thereafter. The Town reserves the right to accept any or all Request for Proposals, to waive irregularities and/or informalities in a Request for Proposal, and to negotiate a contract with any proposer in any manner, consistent with law, deemed in the best interests of the Town.

3.1 Submission of Proposals

The Proponent is responsible for meeting all submission requirements as stated in this RFP.

3.2 Evaluation Elements

Proposals will be evaluated on the basis of information provided by the Proponent at the time of submission as well as the previous experience of the Proponent in this marketplace. The Town may ask Proponents to provide further information or clarification on the contents of their submissions. The evaluation criteria may include but not be limited to the following:

- Proponent's stated understanding of the requirements;
- Techniques/methodologies;
- Turn-around time, availability, and cost of additional services;
- Information obtained through the references provided in the submission;
- Proponent's relevant experience, as well as the project team/staff's experience;
- Pricing;
- Interview (if deemed necessary); and
- Compliance with the proposal submission requirements.

3.3 RFP Submission Format

The following proposal format shall be used when preparing and submitting the RFP submission:

- a. Submit one (1) unbound original copy plus four (4) bound copies of the proposal OR submit one (1) electronic copy in pdf format on a USB device or by email.
 - Page size shall be 216mm x 279mm (8.5" x 11");
 - Page size of 279mm x 432mm (11" x 17") fold out sheets can be used for spreadsheets, organizational charts, and schedules; and
 - Font size shall be 11 point and type shall be Calibri or Arial or Times New Roman.

3.4 RFP Submission Components

The following are components of the RFP submission to be submitted:

1. Cover letter and service overview including a list of which service area(s) the Proponent is submitting the proposal for, if submitting for all service areas, please indicate.
2. Proponent Team Profile and Experience.
3. Project Experience and References (A minimum of three references) for which you have performed a similar service to similar sized municipalities and which key personnel were assigned to that project).
4. Details of turn-around time and availability as well as communications strategy.
5. A work plan setting out the Proponent would ensure that the work will be assigned and performed by the appropriate personnel, with a view to ensure quality of service, cost effectiveness, and avoidance of duplication of work.
6. Any value-added services that the Proponent offers to provide to the Town.
7. Cost proposal:
 - a. Proposals shall include a detailed description of all costs and of the recommended method of billing and payment. For comparative purposes it is preferable that the cost information be reported in the following manner:
 - i. Retainer fee requested and services to be covered by the retainer.
 - ii. Details on services to be billed on a flat fee lump sum fee or an hourly basis.
 - iii. Services to be charged at an hourly rate and rates to be charged.
 - iv. Disbursement items and costs associated with specific items where not reported elsewhere.
 - v. Regular invoice structure, and other charges or charging methods proposed.
 - vi. Out of pocket expenses should be clearly stated to be either part of the fee, or an estimated cost listed separately.
8. Sample of the detailed billing statement in the form that would be submitted to the Town.
9. Proof of insurance and WCB.
10. Proponent submitted appendices.

3.5 Preparation of Proposals

All proposals received will be subject to all terms and conditions contained in this RFP. Proponents are responsible for familiarizing themselves with all terms and conditions of this document and for carefully examining the information provided herein, collectively referred to as the “RFP”.

The Proponent shall make inquiries and investigations necessary for preparation and submission of its proposal and shall be deemed to have made same prior to submitting its proposal.

The Town will not be responsible for any costs incurred by the Proponent in preparing and submitting a proposal. The Town accepts no liability of any kind to a Proponent unless and until the proposal is accepted by the Town. Any “trade secrets” must be attached in a separate appendix labelled accordingly. No guarantee of confidentiality is offered or implied subject to section 3.13.

3.6 Offer and Acceptance

A response to the RFP shall be deemed to be an offer to contract with the Town based upon the terms, conditions, and specifications contained in the RFP. Proposals shall constitute offers which are irrevocable for a period of ninety (90) days after the RFP closing. If, in the Town's sole opinion, a Proponent's RFP submission does not meet the RFP requirement of being a bona fide proposal, the Town may reject the proposal. Failure to comply with the terms and conditions of the request for proposal will result in the successful Proponent being notified of a breach of contract. The successful Proponent will be allowed ten (10) days to rectify this breach of contract. Failure to rectify the breach of contract within the time specified may result in the termination of the contract.

Services may be awarded to one or more than one individual or Proponent, whichever is in the best interest of the Town.

3.7 Definitions

Terms used in this RFP have the meaning set out below unless otherwise indicated.

- “**CST**” means GMT - 6 hours, local Saskatchewan Central Standard Time (CST).
- “**Online**” means the Government of Saskatchewan's official website: www.sasktenders.ca and/or the Town of St. Walburg's official website at www.stwalburg.ca, where the Town posts the competitive tendering process.
- “**Bona fide proposal**” means a proposal submitted in response to this RFP, received by the Town prior to the RFP Closing, and satisfies the requirements set out in this RFP.
- “**Contract**” means a written document between the Town and the Proponent to perform the tasks, duties, and responsibilities, as described in this RFP.
- “**Contract Manager**” means the Chief Administrative Officer of the Town of St. Walburg. The Contract Manager is the Proponent's primary Town contact for all matters related to the contract and service delivery.
- “**Primary Contact**” means the prime person a Proponent (that has submitted a proposal), designates to represent the Proponent during the competitive process associated with this RFP. There can be only one (1) Primary Contact.
- “**Prime Contractor**” means that duty and role as defined in *The Occupational Health and Safety Act*, Regulations and Code, assigned in the project contract to the successful Proponent.
- “**Proponent**” means the Proponent or individual who has obtained a copy of this RFP or has registered as an interested Proponent on SaskTenders for this competitive process.
- “**Committee**” means a predetermined group of St. Walburg Town Council and/or Employees.
- “**Services**” means everything performed by or through the Proponent within the scope of the RFP, including preparation and submission of deliverables required by the Contract.
- “**Town**” means the Town of St. Walburg, a municipality in the Province of Saskatchewan and/or its designated representative(s).
- “**RFP**” means this Request for Proposals.

3.9 Inquiries

Fax and email inquiries will be accepted up to and including **4:00 p.m. CST on Thursday, September 30, 2021**. All inquiries must be in writing, no telephone inquiries will be accepted.

At the Town's sole discretion, information or clarifications regarding competitive process procedural issues may be provided to Proponent(s) after this date and time.

All inquiries shall be sent to the Town personnel listed below. Do not contact any other St. Walburg Town Council, employee(s), board member(s), or Proponent(s) regarding any aspect of this RFP process, procedural or technical.

When submitting an inquiry, identify your organization name, address, telephone, and e-mail address, as well as "Recycling and Solid Waste RFP".

Shiloh Bronken, Chief Administrative Officer
Town of St. Walburg
Email: sbronken@stwalburg.com
Fax: (306) 248-3484

All inquiries received will be reviewed by Chief Administrative Officer. Inquiries that may contain proprietary or confidential information, in the Town's sole opinion, may be answered exclusively to the submitting Proponent directly via e-mail (**not** posted online) provided the response does not 1) require a modification to this RFP document, or 2) potentially provide the Proponent with an undue advantage in the competitive process. If the Town believes that either of these situations may reasonably arise, the Town reserves the right to request the Proponent to reword and resubmit the inquiry or the Town may elect to not provide a response.

All other inquiries will be compiled and answered in the form of written Addenda issued by the Town and posted online. Proponents are strongly encouraged to submit inquiries as early as possible. **Proponents are advised that all other inquiries received and answered by the Town will be provided verbatim to Proponents.**

Prior to the closing date and time, if the Town requires clarification pertaining to an inquiry submitted by a Proponent, the Town will direct the request for clarification to the Proponent's representative that submitted the inquiry.

After the closing date and time, the Town will direct all correspondence regarding this competitive process only to the Proponent's Primary Contact as identified in its proposal. It is the Proponent's responsibility to notify the Town personnel listed above, in writing and in advance of any change in the Proponent's Primary Contact information; this is especially critical for an e-mail address change.

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

3.10 Addenda

Any changes to this RFP, as well as the response(s) to all inquiries received will be issued in the form of written Addenda. The final written Addenda will be issued no later than **4:00 p.m. CST on Friday, October 1, 2021**.

The final written Addendum to non-proprietary or non-confidential inquiries will be posted online no later than the above noted date and time. The final written Addenda to proprietary or confidential inquiries will be e-mailed directly to the Proponent's representative that submitted the inquiry no later than the above noted date and time.

The date and time for issuing the final written Addendum may be amended at the sole discretion of the Town.

Verbal instructions shall not be binding.

It is the Proponent's sole responsibility to regularly check online for any updates or Addenda pertaining to this competitive process, and to maintain current and accurate user profile information on SaskTenders as may be necessary. The Town will not be liable to any Proponent for any damages, direct or indirect, or lost profits arising out of the Proponent's use of online websites. By registering as an Interested Proponent on SaskTenders for this competitive process, the Proponent agrees to be bound by the terms and conditions set out in the SaskTenders website.

The Town requests the Proponent acknowledge receipt of all Addenda by completing and returning Appendix 'A' with its proposal. The Town shall have the sole authority to resolve any discrepancies, omissions, or conflicts in this RFP.

3.11 Submission of Proposals

The Proponent shall submit its proposal, in a sealed package, or electronically, clearly marked and identified as follows:

RFP:	Municipal Recycling and Solid Waste Collection and Disposal Services RFP
RFP NO:	EH-2021-001
CLOSING DATE:	Monday, October 4, 2021
CLOSING TIME:	10:00 a.m. CST
ADDRESSED TO:	Shiloh Bronken, CAO Town of St. Walburg 134 Main Street, PO Box 368 St. Walburg, SK S0M 2T0
FROM:	(Proponent's Name)

The above information shall appear on the outside of all packages or boxes containing the Proponent's proposal. If multiple packages or boxes are being submitted, clearly indicate the number, e.g., 1 of 3, 2 of 3, etc.

- Proposals submitted in the name of an incorporated company shall be signed in the name of the company by a duly authorized representative of the company;
- Proposals received after the RFP Closing may not be evaluated and may be returned unopened;
- Delivery service disruptions (including full email inboxes or emails automatically filtered by spam or junk filters) will not be acceptable conditions for late proposal submissions or proposals not being marked as received, and the Town will not be held responsible for such occurrences;
- At any time prior to the RFP Closing, a Proponent may withdraw its proposal. No proposal shall be altered, amended, or withdrawn after the Closing Date and Time unless the Proponent is requested to do so by the Town;
- There will be no public opening of proposals;

- Persons or Proponents submitting proposals shall be actively engaged in the line of work required by the RFP and shall be able to refer to work of a similar character performed by them;
- The Town will retain for its records all copies of Proponent's proposals and related documents; and
- The Town recommends that Proponents confirm the Town's receipt of their proposal well in advance of the closing date and time.

3.12 Reservation

The Town reserves the right to approve or reject members of the team assigned to the Town and further reserves the right to approve or reject any replacement staff once the original team has been approved. The Town reserves the right, in its sole discretion, to engage other Proponents for services.

Notwithstanding anything to the contrary herein, the Town also reserves the right in its sole and absolute discretion to exercise any or all the following rights, alone or in combination with each other, to:

- a. Accept Proposal(s)
 - i. in whole or in part without any negations.
- b. Enter negotiations with:
 - i. any and all Proponents on any aspects of their proposal, to ensure the Town's operational requirements are always met and promote the best value;
 - ii. any or all Proponents, or prospective persons or Proponent(s) capable of delivering the required services but who may not have submitted a proposal in response to this RFP in the event, in the Town's sole and absolute discretion, no proposals meet the requirements of the RFP; or
 - iii. tied Proponents in the event of a tie between two or more Proponents.
- c. Conduct a best and final offer process:
 - i. with any or all Proponents in which Proponents are invited to revise their financial offers in circumstances where the Town deems it appropriate in the Town's sole and absolute discretion.
- d. Cancel, modify, re-issue, or suspend:
 - i. any aspect of this RFP, in whole or in part, at any time, for any reason;
 - ii. in whole or in part, at any time, for any reason, the schedule for this RFP, including without limitation the RFP Closing stated above, the anticipated award date or any other activity or date stipulated in this RFP; or
 - iii. this RFP in its current or modified form and invite proposals from only the Proponents who submitted proposals in response to this RFP where to do so, in the Town's sole and absolute discretion, to be in the Town's best interests.
- e. Seek clarification, validate, or take into account:
 - i. independently or with the help of the Proponent, any or all information provided by the Proponent with respect to this RFP and, for this purpose, disclose any or all information provided by the Proponent to a third party, subject to the Town obtaining appropriate assurances of confidentiality from those third parties where needed.

- f. Reject or refuse to consider any proposal:
 - i. if in the Town's sole and absolute discretion it fails in any material respect to comply with the requirements of this RFP;
 - ii. contains false, misleading, or misrepresented information;
 - iii. in the event any matter causes or is likely to cause, in the Town's sole and absolute discretion, a conflict of interest in relation to the selection of any proposal;
 - iv. from a Proponent who colludes with one or more other Proponent(s) in the preparation of any proposal;
 - v. from a Proponent who fails to cooperate with the Town in any attempt by the Town to clarify or validate any information provided by the Proponent or who fails to provide accurate or complete documentation as directed by the Town;
 - vi. from a Proponent with whom the Town has previously terminated a contract for any reason or has had a previous, or currently has a commercial or legal dispute that, in the Town's sole and absolute discretion, would impair the Town's ability to enter into the productive business arrangement contemplated by this RFP; or
 - vii. from a Proponent failing to have the capacity to contract with the Town.
- g. Award
 - i. a contract in connection with this RFP.
- h. Waive
 - i. irregularities, informalities, omissions, and defects in any proposal where, in the Town's sole and absolute discretion, they do not materially affect the ability of the Proponent to provide the goods and services required by this RFP.

3.13 Local Authority Freedom of Information and Protection of Privacy Act (LAFOIP)

While *The Local Authority Freedom of Information and Protection of Privacy Act (LAFOIP)* allows a person's right of access to records in the Town's custody or control, it also prohibits the Town from disclosing personal information about an individual in certain circumstances, or business information, if disclosure could reasonably be expected to cause harm as outlined in the Act. Because of the complexity of this Act, Proponents must consider the potential that any information that is provided to the Town may be disclosed to a third party.

All information in the possession or control of the Town, including any information provided, obtained or under the control of the Town under this competitive process, is subject to *The Local Authority Freedom of Information and Protection of Privacy Act*. Should the Town receive a request for any records that are under the control of the Town and in the Proponent's custody, the Proponent must provide the records, at the Proponent's expense, to the Town.

Assessment criteria and allocation formulas for this competitive process are public information. Information regarding individual assessments may be considered confidential and may be provided, upon request, to the party to whom it relates. Third parties may only be provided information in accordance with *The Local Authority Freedom of Information and Protection of Privacy Act*.

3.14 Conflict of Interest

Proponents must fully disclose, in writing to the Town on or before the RFP closing, the circumstances of any potential conflict of interest or what could be perceived as a possible conflict of interest if the Proponent were to become a contracting party pursuant to this RFP. The Town shall review any submissions by Proponents under this provision and may reject any proposals where, in the sole opinion of the Town, the Proponent could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the Proponent were to become a contracting party pursuant to this RFP.

3.15 Records, Inspection, Audits

The Town will have the right, upon reasonable notice, to full access to the accounts and records of the successful Proponent in respect of the work done by it. Such records will be kept during the term of the retainer or agreement and for at least seven (7) years following its termination or expiry.

3.16 No Assignment

The Proponent may not assign or transfer in whole or in part the retainer, agreement, or rights and obligations under this RFP to any other Proponent or individual, without the prior written consent of the Town, which will not reasonably be withheld.

3.17 Governing Law

This RFP shall be governed by the laws of the Province of Saskatchewan, and the forum for all disputes shall be the Courts of the Province of Saskatchewan.

4. CURRENT SERVICE LEVELS

Recycling Services

Description	Size	Location	Frequency
Electronics x 2	6 Yard	Water Treatment Plant	As required
Glass	6 Yard	Water Treatment Plant	As required
Commingle x 6	6 Yard	Water Treatment Plant	As required
Cardboard	6 Yard	Behind Town Office	As required
Commingle	6 Yard	Behind Town Office	As required
Commingle	30 Yard	PT SW 19-53-22 W3	As required

Solid Waste Collection Services

Description	Method	Means	Frequency
Curbside Garbage	Bags supplied by the Town	Town Staff	June - September: 2x per week October - May: 1x per week

Solid Waste Disposal Services

Description	Size	Location	Frequency
Transfer Site	6 Yard Bins x 4	PT SW 19-53-22 W3	As required
	30 Yard Bins x 2	PT SW 19-53-22 W3	As required

5. APPENDIX 'A': ADDENDA ACKNOWLEDGEMENT FORM

RFP #	EH-2021-001
RFP TITLE	Municipal Recycling and Solid Waste Collection and Disposal Services

The undersigned hereby acknowledges the following Addendum to the above noted RFP. The undersigned hereby further acknowledges that its proposal response includes allowances for all of the amended provisions and requirements of the Scope of Work / Specification, RFP document and Addenda associated with the above noted RFP and each has been taken into consideration.

Failure to acknowledge receipt of this Addendum may subject your Proponent to Disqualification.

Addendum # _____	Issuance Date _____
Addendum # _____	Issuance Date _____
Addendum # _____	Issuance Date _____
Addendum # _____	Issuance Date _____
Addendum # _____	Issuance Date _____
Addendum # _____	Issuance Date _____

_____ No addenda were received for the above referenced RFP.

DATE	
PROONENT PROVIDING OFFER	
NAME OF PRIMARY CONTACT	
COMPANY ADDRESS	
COMPANY PHONE NUMBER	
PRIMARY CONTACT EMAIL ADDRESS	
SIGNATURE OF PRIMARY CONTACT	