



Request for Proposals

MUNICIPAL RECYCLING
AND SOLID WASTE COLLECTION
AND DISPOSAL SERVICES

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1 INTRODUCTION

1.1 Background

The Town is requesting proposals for municipal solid waste and recyclable material collection and disposal services, including curb side collection, removal, and disposal from residential properties and municipal facilities, and, upon the Town's direction, the supply and collection of waste and recyclable materials from front-end loading and roll-off bins at centralized collection sites.

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 collection services. 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 its 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, glass and electronics.

The Town's current service levels are described in greater detail in Schedule "A" to this RFP.

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, in its desire to provide solid waste and recycling collection services for its residents and municipal facilities, is seeking proposals from qualified Proponents for a multi-year contract to provide waste and recyclable material collection and disposal services, with the option of supplying and collecting waste and recyclable materials from front load bins and roll off bins at such locations as directed by the Town, as well as other special collection/disposal services that may be requested at the Town's discretion.

The Town is seeking a contractor who can provide such services, both efficiently and economically, in a manner which:

- maximizes sanitary and aesthetic living conditions for all residents;
- maintains positive communications with the Town and the residents;
- uses environmentally safe and permitted disposal sites;
- transports recyclables to a recyclable materials recovery facility;
- maintains consistency with the Town's current collection schedule; and
- provides alternate service programs as desired by the Town and the residents.

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 respond to this RFP.

The Mayor, Council, and Staff are dedicated to responsive and customer-focused solid waste and recycling services for the residents of 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 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, May 8, 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, box or email containing the RFP must be sealed, as applicable, 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 adminwalburg@sasktel.net 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.

The RFP must include the following:

- Cover letter signed by a duly authorized representative of the Proponent;
- Evidence of insurance coverage or the ability to obtain the required coverage;

- Worker’s Compensation Board Letter of Good Standing.

The RFP should include the following:

- The Proponent’s Service Delivery Plan, including details on the proponent’s operations, methods for ensuring customer satisfaction and high quality of service, and copies of related company policies;
- Proponent’s, background, qualifications, and experience in performing similar waste and recyclable material collection services to municipalities; and
- Pricing information.

It is the responsibility of the Proponent to clearly mark and identify all portions of the proposal, which, in the Proponent’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 Proponent 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 Proponent 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:

1. the proposal is for recycling and solid waste collection and disposal services;
2. the date of submittal;
3. full legal name of the Proponent;
4. address for service of legal notices;
5. name, and telephone number of an authorized contact person;
6. the legal status of the Proponent, whether corporation, partnership, or individual; and
7. be signed by a duly authorized representative of the Proponent.

2.2 Service Delivery Plan

Provide a plan with details on the service delivery methods to be used in providing the waste and recycling collection and disposal services to the Town. The service plan should include, but need not be limited to, the following:

- Curbside waste and recyclable material collection operational approach, including hours and days of the week for curbside pickup;
- 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 the potential for sharing of recyclable proceeds;
- Specify any limitations on items to be collected and requirements for preparing unusual items for pickup;
- Identify the type and size of waste carts/containers to be provided by the Proponent, specify the time frame for their provision to residents, and describe the Proponent's policies regarding distribution and replacement of carts/containers, as well as the responsibility and cost of repairing or replacing damage to carts/containers;
- Advise whether the Proponent provides an option that allows residents to choose what size Waste Cart/Container they want to be supplied based on the amount of garbage they generate;
- Advise whether the Proponent could offer any incentives to commercial/institutional properties in the Town, including whether the Proponent would offer similar waste and recycling collection services to such persons at prices equivalent or similar to the pricing it offers to the Town;

- Identify how contaminated recyclables or worthless items found in a resident's recycling container will be disposed of;
- Identify any additional or special services that the Proponent may offer to the Town (e.g., large item/brush pick up services);
- 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;
- Describe the Proponent's public relations, customer education, and environmental programs;
- Describe the Proponent's quality control methods, complaint management, and resolution procedures;
- 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
- Described the proponent's worker-training program and the qualifications of the proponent's personnel.

2.3 Additional Submission Requirements

Proponent Background, Qualifications, and Experience

Provide a brief description and history of the Proponent including:

- the current size of the Proponent company, and how many persons in the Proponent's organization are directly engaged in recycling and solid waste collection;
- the Proponent's experience in providing curbside waste and recyclable material collection to other organizations of comparable size to the Town;
- a list of all municipal waste and/or recycling collection contracts entered into within the past five years;
- the performance standards followed by the Proponent;

- the Proponent's financial history enclosing either: (i) current financial statements; or (ii) a statement on how the Town can be made comfortable with the Proponent's financial capacity.

Insurance

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

- **Comprehensive commercial general liability insurance** on an occurrence basis for an amount not less than five million (\$5,000,000) dollars which shall include the Town as an additional insured with respect to the Proponent's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, environmental liability, products and completed operations, contingent employers liability, cross liability and severability of interest clauses;
- **Automobile liability insurance** for an amount not less than two million (\$2,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of this Agreement;
- **Employer's Liability Insurance** respecting employees, if any, of the Proponent with limits of liability of not less than one million (\$1,000,000) dollars per employee for each accident, accidental injury or death of an employee or any sub-contractor engaged by the Proponent; and
- such other insurance as the Town may from time to time reasonably require.

The Proponent shall cause all insurance coverage to provide that no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days' written notice of such cancellation to the Town. The Proponent shall, upon the request of the Town, furnish written documentation, satisfactory to the Town, evidencing the required insurance coverage. The cost of all of the insurance required to be held by the Proponent as set forth herein shall be borne by the Proponent.

Saskatchewan Worker's Compensation

Provide evidence of compliance with the requirements of *The Worker's Compensation Act* including payments due to the Saskatchewan Worker's Compensation Board (WCB). The Proponent will be required to maintain a cleared status with the WCB for the duration of the contract.

Pricing Information

Provide the Proponent's pricing, including unit rates, for the following:

- Residential curb-side collection rates for:
 - Bi-weekly garbage and recycling pickups - alternating weeks
 including all associated disposal, transportation, and equipment costs;
- Supply of front-end loading bins (3 to 6 yards) and roll-off bins (up to 30 yards), including the costs associated with delivery, collection, and disposal;

- Additional optional/special waste or recyclable material collection services that could be provided by the Proponent upon request by the Town (e.g., large item collection);
- Identify options and the associated pricing and return policies for the supply of Waste Carts/Containers (e.g., Free, Leased, Purchased), including whether the Proponent offers different sized Waste Carts/Containers to certain residences upon request, and if so, provide the associated prices.

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 must maintain such in good standing for the term of the contract.

2.4 Terms and Conditions

The Town reserves the right to amend or cancel 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 Proponent is a condition of acceptance.

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.

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; and

- Use of a questionable disposal site.

2.5 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.

2.6 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.

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.

2.7 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 determines that the amount rendered is appropriate and reflective of the work conducted, no payment will be made.

2.8 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.

2.9 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.

3. PROPOSAL SUBMISSION AND EVALUATION ELEMENTS

3.1 RFP Submission Process

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, May 8, 2023** 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 adminwalburg@sasktel.net.

- 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 will not be evaluated and will 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. 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.
- 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;
- 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.

3.2 RFP Submission Format

The following proposal format should 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.

3.3 Evaluation Elements

The Town will review and evaluate all the Proposals received based upon the information supplied by the Proponents in accordance with the submission requirements of this RFP.

In evaluating the Proposals received, the Town will consider the criteria listed below, and the Town will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed below. By submitting a Proposal, the Proponent acknowledges and agrees that the Town has, and is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.

By submitting a Proposal, each Proponent acknowledges and agrees that it waives any right to contest in any legal proceedings the decision of the Town to award points in respect of the criteria noted below (the "*Evaluation Criteria*"). The Evaluation Criteria and the maximum number of points for each criteria are as follows:

Evaluation Criteria	Score	Weight	Subtotal
Service Delivery Plan	/10	30%	
Proponent Background, Qualifications, and Experience	/10	20%	
Pricing	/10	50%	

The Town may select a Proponent with the lowest, or not necessarily the lowest, Price with whom to negotiate a contract. Points will be assigned for each criteria based on the information provided in the Proponent's submission. Scoring will be consistently applied by the Town's evaluation team through the use of the specified scoring system noted below. Scoring will be assessed using the weight allocation for each evaluation category and points will be awarded on a scale of 0 to 10 as noted below:

Score	Description
0-2	UNACCEPTABLE: does not satisfy the requirements of the criterion in any way
3	VERY POOR: address some requirements but only minimally
4	POOR: addresses most of the requirements of the criterion but is lacking in critical areas
5	MARGINAL: barely meets most of the requirements of the criterion to a minimum acceptable level
6	SATISFACTORY: average capabilities and performance, and meets most of the requirements of the criterion
7	ABOVE AVERAGE: fully meets all of the requirements of the criterion
8	SUPERIOR: exceeds the requirements of the criterion
9-10	EXCEPTIONAL: feature is clearly exceptional to the requirements of the criterion

The Town also reserves the right to accept conditions to be offered by and/or negotiated with the successful Proponent which are not specifically contained in this RFP. Such options and/or alternatives shall be included in the Proposal review process as part of the evaluation.

At all times, the Town reserves the right to seek written clarification regarding a Proposal from a Proponent. Such clarification shall be deemed an amendment to such Proponent's Proposal.

3.4 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.

The Proponent may 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.

3.5 Disclaimer of Liability and Indemnity

By submitting a Proposal, a Proponent agrees:

- to be responsible for conducting its own due diligence on data and information upon which its Proposal is based;
- that it has fully satisfied itself as to its rights and the nature of the risks it will be assuming;
- that it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal;
- to hold harmless the Town, its elected officials, officers, employees, agents or advisors and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process;
- that it shall not be entitled to claim against the Town, its elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether obtained from the Town or otherwise (including information made available by its elected officials, officers, employees, agents or advisors), regardless of the manner or form in which the information is provided, is incorrect or insufficient;
- that the Town will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent as a result of, or arising out of, preparing, submitting, or disseminating a Proposal, or for any presentations or interviews related to the Proposal, or due to the Town's acceptance or non-acceptance of a Proposal; and
- to waive any right to contest in any proceeding, case, action or application, the right of the Town to negotiate with any Proponent for the Contract whom the Town deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the Town and acknowledges that the Town may negotiate and contract with any Proponent it desires.

3.6 No Tender and No Contractual Relationship

The Proponent acknowledges and agrees that this procurement process is a Request for Proposal and is not a tendering process. It is part of an overall procurement process intended to enable the Town to identify a potential successful Proponent. The submission of a Proposal does not constitute a legally binding agreement between the Town and any Proponent. For greater certainty, by submission of its Proposal, the Proponent acknowledges and agrees that there will be no initiation of contractual obligations or the creation of contractual obligations as between the Town and the Proponent arising from this RFP or the submission of a Proposal.

Further, the Proponent acknowledges that a Proposal may be rescinded by a Proponent at any time prior to the execution of the Contract.

3.7 Negotiation

The Proposals received shall remain open for the Town's consideration for a period of ninety (90) days following the RFP closing date in order to allow for the Town to undertake the evaluation of the Proposals received and to undertake the negotiations as provided for herein.

3.8 Inquiries

Fax and email inquiries will be accepted up to and including **12:00 p.m. CST on Thursday, May 4, 2023**. All inquiries must be in writing, no telephone inquiries will be accepted. The Town is under no obligation to respond to any inquiry submitted to it in response to this RFP.

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: adminwalburg@sasktel.net
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 may 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.

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.

3.9 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, which will be deemed to be part of this RFP.

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.

3.10 Reservation

The Town is not bound to accept any Proposal. At any time prior to execution of a contract, the Town may, in its sole and unfettered discretion, or for its own convenience, terminate the procurement process or proceed with procuring the services on different terms. All of this may be done with no compensation to the Proponents or any other party.

The Town reserves the right, in its sole and unfettered discretion, to:

- negotiate the specific contractual terms and conditions, including but not limited to the fee or price of the Work, and the scope of the Work;
- waive any formality, informality or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature;
- receive, consider, and/or accept any Proposal, regardless of whether or not it complies (either in a material or non-material manner) with the submission requirements or is the lowest priced proposal, or not accept any Proposal, all without giving reasons;
- determine whether any Proposal meets the submission requirements of this RFP;
- negotiate with any Proponent regardless of whether or not that Proponent is the Proponent that has received the highest evaluation score, and
- negotiate with any and all Proponents, regardless of whether or not the Proponent has a Proposal that does not fully comply, either in a material or non-material way with the submission requirements for the RFP or any requirements contained within this RFP.

3.11 *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*.

3.12 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.

3.13 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.

3.14 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.

Schedule A

CURRENT WASTE/RECYCLABLE MATERIAL COLLECTION AND DISPOSAL 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