Town of Crossfield

REQUEST FOR PROPOSALS

FOR

Owning and Operating
Waste Transfer Station
and Recycling Depot

February 2019

2019-01TS

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Lindsey Nash, Administrative Assistant
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BACKGROUND

The Town of Crossfield is a thriving community that is primarily industrial and agricultural based. We are situated 50 km north of the City of Calgary along 2A highway. As of 2018 our population was 3305.

The Town currently has two (2) residential subdivisions in progress with an additional 250 residential dwellings being added to the community over the next couple of years.

The Town does not own our current transfer site/recycling depot, it is privately owned and operated. The Town contracts the service for a waste transfer station and recycling depot.

A cost is associated with the use of the Transfer Station with rates set out in the Town’s most recent Fees & Rates Bylaw.

The Town has an agreement with Rocky View County allowing rural residents to access the transfer station/recycling depot for household waste and recycling.

The current Transfer Station and Recycling accepts the following materials:

- Household garbage
- Cardboard
- Newspaper
- Mixed paper
- Metal
- Clear glass (no ceramics, light bulbs, mirrors)
- Automotive batteries
- Electronic waste (Alberta’s Electronic Recycling Program)
- Appliances (fridges, freezers and water coolers, $20 charge for Freon removal)
- Grass and leaves (seasonal)
- Christmas trees (seasonal)
- Branches-less than 6 in. diameter (no stumps, these would be garbage)
- Cell phones
- Paint
- Tires
- Propane and helium bottles

The Transfer site currently accepts waste and recyclable materials Monday to Saturday from 8:00 am to 5:00 pm. Summer hours (10:00 am – 7:00 pm) come into effect May 1 – September 30.

Volumes of material collected in 2018

<table>
<thead>
<tr>
<th>Material</th>
<th>Mass</th>
<th>UOM</th>
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<tbody>
<tr>
<td>Paint</td>
<td>8.1</td>
<td>tonnes</td>
</tr>
<tr>
<td>E-Cycling Waste / cell phones</td>
<td>5.058</td>
<td>tonnes</td>
</tr>
<tr>
<td>Cardboard</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Newsprint</td>
<td>89</td>
<td>tonnes</td>
</tr>
<tr>
<td>Mixed Paper</td>
<td></td>
<td></td>
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<tr>
<td>Large Metal – tin can</td>
<td>47.74</td>
<td>tonnes</td>
</tr>
<tr>
<td>Appliances</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brush, leaves, grass</td>
<td>46.58</td>
<td>tonnes</td>
</tr>
<tr>
<td>Glass</td>
<td>not tracked separately</td>
<td></td>
</tr>
<tr>
<td>Automotive Batteries</td>
<td>4</td>
<td>tonnes</td>
</tr>
<tr>
<td>Transfer Site Waste Bins</td>
<td>55.11</td>
<td>tonnes</td>
</tr>
</tbody>
</table>
DEFINITIONS

“Applicable Laws” means all law, statutes, regulations, by-laws, codes, guidelines and policies having the force of law, Certificate of Approval waste haulers’ certificates and other approvals now or hereafter in existence having the force of law, that are relevant and applicable to the Work.

“Award” means the acceptance of a Proposal in accordance with this Request for Proposal, as evidenced by the Town’s written notification to the selected Proponent.

“Change Order” means a written order that is issued from the Town that changes the scope or specifications of any project.

“Contract” means a legal agreement entered into by the Proponent and the Town.

“Contractor” means the company, firm or supplier that has entered into a contract to supply the goods and equipment and to perform the services contemplated in this Request for Proposal.

“Contract Price(s)” means the unit price(s) set out in the Proposal and agreed upon by both parties which forms the basis of payment.

“Council” shall mean the elected representatives of the people of the Town of Crossfield with respect to municipal administration.

“Garbage” means a waste stream that includes household waste but shall not include bulky items such as household furniture, hazardous waste, non-collectable waste or significant quantities of Recyclables.

“Hazardous Waste” means any corrosive, explosive, flammable or poisonous type or quantity of solid, gaseous or liquid waste identified and regulated under the Dangerous Goods Act.

“Insurance Certificate” means a certified document issued by an insurance company licensed to operate by the Government of Canada or the Province of Alberta certifying that the Proponent is insured in accordance with the Town’s requirements.

“Project” means the complete requirements for the work, service, goods and labour supplied by the Proponent pursuant to the contract and includes all expertise, labour, materials, equipment, services, and any other items, which are required to execute the Contract.

“Proposal” means a written offer, in a specified form, received from a Proponent in response to a Request for Proposal to provide goods and services based on the approved format of the Township containing terms and conditions.

“Proponent” means someone who submits a Proposal.

“Request for Proposal” means a solicitation from the Town to potential firms to submit a Proposal.

“Shall” means a mandatory requirement

“Should” means a permissive and discretionary request but is recommended.
“Subcontractor” means a person, partnership or corporation undertaking the execution of part of the work by virtue of an agreement with the Contractor.

Successful Proponent” means someone who submits a Proposal and is awarded the Contract. “Town” means the Town of Crossfield.

“Transfer station/Recycling Depot” is a building or processing site where recyclables and refuse are collected and sorted in preparation for processing or landfill.

“Waste” means garbage and may mean organics, recyclable fibres and recyclable containers.

“Work” means the goods and labour supplied by the Contractor pursuant to the Contract and includes all labour, materials, equipment, services and any other items, which are required to execute the Contract.

“Working Days” means days as agreed upon between the Town and the contractor as noted in the contract.
REQUEST FOR INFORMATION

The Town of Crossfield is requesting proposals from qualified waste management service providers for owning and operating a waste transfer station and recycling depot within the Town of Crossfield.

It will involve all or some of the services listed below:

- Providing required waste bins for the collection of residential waste and recycling materials;
- Ensuring all recyclable materials received at the site are compacted and shipped to the required recycling facility within a reasonable time;
- Working with required recycling and environmental authorities to ensure all waste and recycling collection is being conducted correctly with the required rules and regulations.

This Request for Proposal provides the detailed requirements of submitting a Proposal, how the Town will evaluate the proposed solution, any specifications and qualifications to provide the goods and/or service.

1.0 SPECIFIC SCOPE OF WORK

1.1 Proposals are required for the ownership/lease of lands for the operations, including collection, disposal/processing of household waste materials and recyclable materials.

1.2 This proposal will be based on specific hours of operations for both waste and recycling services as set and agreed upon between the Town and successful proponent.

1.3 It is clearly understood that the purchase/lease of land for the operations will be part of this contract and are at the sole expense of the proponent.

1.4 Award of such contract shall not prevent the Town, occupant, tenant or person in charge from entering an agreement with any other person or company for the collection, removal and disposal of waste accumulated at a residential dwelling or commercial property and/or as the result of construction, renovation or demolition or commercial or light industrial businesses who chose to opt out of use of the transfer station and recycling depot.

2.0 PREPARATION OF OWNING AND OPERATING A WASTE TRANSFER SITE AND RECYCLING DEPOT

2.1 The Contractor shall be responsible for obtaining land by way of ownership or leasing for the operations of a waste transfer site and recycling depot. The Contractor shall ensure all required permits, including Town Development Permit, Alberta Environment and other associated permits are applied for and approved prior to operations.

2.2 Subject to the other terms and conditions of the Contract; the Contractor shall at its own expense provide a transfer site and recycling depot and supply all necessary labour, tools, machinery and equipment in connection with the operations and do all necessary things to remove and transport in a safe and environmentally responsible manner to the Disposal Site/Processing Sites each week throughout the life of the contract.
2.2 The Collector shall provide the required roll off bins and other storage units required for a transfer station and recycling materials including seasonal yard waste.

2.3 All equipment must be maintained (cleaned) and in good repair or replaced to the satisfaction of the Municipality. All fuel, environmental fees and all associated operational fees will be included in the contract prices.

2.4 The Contractor shall ensure the property is kept in a neat and tidy fashion at all times and that no excess materials or recyclables are stored on site for more than (30) thirty days at any given time, unless written permission is granted by the Town.

2.5 The Town shall have the right to cause the Contractor at any time after the commencement of the Contract operations to increase or decrease the number of operational days to such numbers as may be determined by the Town to ensure the adequate performance of the Contract.

2.6 The contractor is responsible for all operational coordination including coordination with the various landfill sites, recyclers, the Chief Administrative Officers, and the general public. The contractor will provide the general public with a local number for customer comments and complaints.

**GENERAL CONDITIONS OF PROPOSAL**

3.0 SUBMISSION OF PROPOSAL

3.1 Proposals shall be submitted in a sealed envelope entitled “Operation of a Waste Transfer Station and Recycling Depot” to the Administrative Office of the Town of Crossfield, at the address noted in the Instructions for Submitting Proposal above.

3.2 The conditions herein constitute a part of the RFP and the Proponent acknowledges acceptance of these conditions and waives all claims, rights, demands and the benefit of any provisions of any statute, rule of law or regulation that might affect the rights of The Town under this RFP.

3.3 All communications regarding this RFP should be sent to Kenneth Bosman, Chief Administrative Officer; Town of Crossfield. The Town of Crossfield (herein and elsewhere in this RFP sometimes referred to as “The Town”) will assume no responsibility for oral instructions or suggestions. Should the Proponent find discrepancies in, or omissions from the specifications, or should the Proponent be in doubt as to their meaning, the Proponent must notify Kenneth Bosman Chief Administrative Officer; Town of Crossfield, which may send written addenda to all Proponents.

3.4 Each Proponent must make full disclosure of any personal or business relationships with any member of Town Council, any Executive Officer, or any Town staff member. Disclosure, if any, must be made in writing and accompany the Proponent’s response.

3.5 The law applicable to this RFP is the law in force in the Province of Alberta. Except for an appeal from an Alberta Court to the Supreme Court of Canada, no action in respect to this RFP will be brought or maintained in any Court other than in a court of the appropriate jurisdiction of the Province of Alberta. Unless specifically so stated elsewhere in the RFP documentation, “The International Sale of Goods Act”, will not apply.
3.6 The Town will not be bound by any disclaimer in a Proposal, and any expressed warranty or condition does not negate a warranty or conditions implied by The Sale of Goods Act (Alberta) unless inconsistent therewith.

3.7 All the terms and conditions of this RFP are assumed to be accepted by the Proponent, and incorporated in the Proposal, except those conditions and provisions which are expressly excluded by the Proposal.

3.8 Proposals shall be prepared at the sole cost of the Proponent and under no circumstances will The Town be responsible for these costs.

Proposal Format

Proposals should adhere to the following format:

- Letter of Transmittal
- Executive Summary
- Corporate Profile
- Response to Requirements and Pricing
- Certification
- Related Experience and Expertise
- References

3.9 The Town requires that each Proponent must follow and include in its proposal are included herein. The Town reserves the right to determine, in its sole discretion, whether any proposal meets the specified requirements. Proposals should address all of the requirements as outlined in this RFP, but may also include additional alternatives for consideration.

4.0 PROPOSAL PRICES

4.1 All prices proposed shall be in Canadian Currency. If not stated otherwise, the Town will assume that prices quoted are in Canadian funds.

4.2 Prices will include all applicable duties and costs of packing, cartage and transportation and other charges, unless otherwise expressly stipulated.

4.3 Goods and Services Tax (GST) shall not be included in quoted prices, but include any other associated costs related to the proposals or alternatives offered.

4.4 Unless specified otherwise by the Proponent, the Town will assume the Proposal to be firm for acceptance within 90 days of proposal closing.

5.0 PAYMENT

5.1 The Municipality will, by the 30th of the month following that for which payment is required, on receipt of an invoice and advice from the Chief Administrative Officer or designate that work has been satisfactorily carried out, make payment for work completed in accordance with the agreement, in the previous month. No late payments will be made until 60 days after the Municipality receive the invoice.
5.2 Any and all payments that are missed or miscalculated due to contractor accounting/billing errors will not be considered by the Town.

5.3 The Proponent would have 24 (twenty four) hours to resolve any valid complaint relative to any missed services. The Town at its discretion may impose a fine of $25 (twenty five dollars) for any valid repeat complaint.

5.4 The Town may refuse to award a contract to a Proponent who has not complied with applicable Federal, Provincial or municipal licensing regulations or bylaws or other requirements.

5.5 The Proponent shall obtain and pay for all permits and licenses required either by the Government of Canada, the Province of Alberta, The Town, or any other authority to enable the Proponent to do all things necessary to perform the Contract for of the operation of a Waste Transfer Station and Recycling Depot (“the Contract”) according to the provisions of the Contract.

5.6 Each Proponent warrants that the products and services it will supply to the Town conform in all respects to the standards set forth by all applicable Federal and Provincial agencies.

GENERAL PROVISIONS

Headings and titles in the RFP are for convenience only and are not explanatory of the clauses with which they appear.

Any references in the RFP to statutes or regulations or to any Town bylaws are deemed to include the most recent amendments thereto or replacements thereof.

The successful Proponent hereafter shall be referred to as the “Contractor” as the context requires.

6.0 OPERATING AGREEMENT

6.1 It is intended that a selection from the service delivery options offered by Proponents will be made by the Town and an agreement will be prepared for execution by both parties for provision of service to the municipality. The initial term will be for a minimum of 3 years with option by the Town to renew for further terms of 1-2 years.

7.0 INSURANCE

7.1 The successful Proponent will be required to provide comprehensive general Liability Insurance, Contractors Equipment Insurance including products and completed operations to a minimum of five million dollars ($5,000,000.00).

7.2 In no circumstances will a Proponent be entitled to consequential damages for any loss of profit or damage to reputation.

7.3 In no circumstances will a Proponent be permitted to limit their liability to an amount less.

7.4 In no circumstances will a Proponent be entitled to special damages.

7.5 A certificate of completed operations liability is to be provided to the Town upon signing of service agreement.
7.6 All policies of insurance shall include as additional insured the Town of Crossfield, its Officers, administrators, assigns, employees, agents and contractors. Such liability insurance shall contain a cross liability clause whereby the insured indemnifies each insured as if a separate policy had been issued to each. A certificate of insurance evidencing the Town of Crossfield being added as an additional insured on their policy with 30 days’ notice of change or cancellation of insurance.

7.7 The Proponent covenants and agrees to indemnify and save harmless the Town of Crossfield from any and all liabilities, damages, costs, claims, suits or actions caused by or resulting from the work carried out under this agreement.

8.0 OCCUPATIONAL HEALTH & SAFETY

8.1 For the purpose of all occupational health & safety regulations of the province of Alberta, the successful Proponent will be considered as the "Prime Contractor.”

8.2 Successful Proponent must provide proof of a valid Certificate of Recognition (COR).

9.0 EDUCATION AND PROMOTION

9.1 The successful Proponent will be expected to participate in and cooperate with education of the public and promotion of the waste programs offered. This may include national, provincial and local features, promotional materials, advertising etc.

10.0 LANDFILL FEES

10.1 The successful Proponent shall charge disposal fees by providing separate invoices and weigh tickets for disposal of material at the chosen landfill site. All Landfill fees are to be charged "at cost" on the periodic invoice submitted, indicating the recorded weight, legible driver information and date of each trip.

11.0 VOLUME TRACKING

11.1 The successful Proponent will be required to weigh all materials and provide this data monthly at the time of billing; format and detail to be agreed upon by the Municipality Residual rates (percentage) from the recycling facilities will also be reported. The Municipality will not be responsible for any additional fuel costs or weight scale costs to maintain or gather this data.

12.0 REFERENCES

12.1 Proposals must include a list of references with respect to the general reputation of the Proponent along with the Proponent’s skills and qualifications necessary to diligently and properly perform the work in accordance with the Contract. References are to be from clients to whom the Proponent has supplied similar services. At least three (3) references, complete with the person to contact, their telephone number, and the type of products/services provided should be included with the Proposal.

12.2 The Town reserves the right to check the references of any and all Proponents at any time during the RFP evaluation process. References may be contacted by phone and/or in writing and any information received will be used to assist the evaluation committee to determine if a
Proponent is compliant with this RFP.

12.3 The Town will not enter into a contract with any Proponent whose references, in the opinion of The Town, are found to be unsatisfactory.

**CLARIFICATIONS/INTERPRETATIONS**

In this RFP, unless the subject matter of context indicates otherwise:

- Any appendices to this RFP and any subsequent addendum are incorporated into and form part of this RFP;
- By participating in the RFP process, the Proponent agrees to hold harmless the Town, its officers, employees, agents, successors, and assigns from all claims of liability and costs related to all aspects of the selection process;
- The Proponents shall be responsible for conducting their own due diligence on data and information upon which their proposal is based. The Proponents shall be deemed to have gathered all information necessary to perform their obligations under the RFP;

The Town is not bound to negotiate with any Proponent. At any time prior to the execution of the contract, the Town may, in its sole and unfettered discretion, terminate the RFP, or proceed with the project on substantially different terms. All of this may be done without any compensation payable to any Proponent participating in the RFP process.

Information referenced in this RFP, or otherwise made available by the Town as part of this RFP, is provided for the convenience of the Proponent and the Town does not warrant the accuracy or completeness of this information. The Proponent is requested to immediately bring forth to the Town any conflict or error that may be found in the RFP. Proponents who find discrepancies or omissions in the information provided, or who have questions as to the meaning or intent of various aspects of the project, should at once notify Kenneth Bosman, Chief Administrative Officer of the Town of Crossfield who will, if necessary send written instructions, clarifications, or explanations to all Proponents who have requested the proposal package.

Proponents may, during the Proposal period be advised by addendum of any changes, additions, or deletions to the intent of the Proposal. All such changes shall be included in the final proposals submitted by Proponents.
INSTRUCTIONS FOR SUBMITTING PROPOSAL

A proposal must be delivered or mailed to:

Town of Crossfield  
Box 500  
1005 Ross Street  
Crossfield, Alberta  
T0M 0S0  
Attention: Lindsey Nash

To be considered a proposal must be:
- Received by Town of Crossfield by the stated closing time at the address specified above;
- duly signed; and
- submitted in hard copy

A proponent must submit (2) two copies of its proposal, one clearly marked “Original”, the others clearly marked “Copy”.

Proponents are asked to provide as much information as possible when replying to each point throughout the RFP and the Proponent must identify any specific provisions with which it is unwilling or unable to comply. Unwillingness or inability to comply with any specific provisions in the RFP may result in proposal being rejected.

A proposal must be in enough detail to allow the Town to determine the proponent’s position from the documents received. Every effort should be made to include complete details of services to be provided.

The Town of Crossfield reserve the right to waive formalities, reject any or all proposals, or accept the proposal in part or in whole deemed most favorable to the Town. The lowest or any proposal may not necessarily be accepted. Variations from these specifications that do not in the opinion of the Town adversely affect the service of the firm will not necessarily result in disqualification.

Faxed Proposals will not be accepted.

Documents received late will not be opened or considered.

Proposals will be privately opened at 9:00 a.m. on the Monday flowing the closing date at 1005 Ross Street in the Council Chambers.

SCHEDULE OF EVENTS TABLE

The events and dates listed below are usual events of the Proposal process. The schedule provided is for guidance only and the Town reserves the unqualified right to issue an addendum to modify or eliminate any aspect of the schedule.
The events and dates listed under the closing date may change or be postponed or cancelled.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFP Release Date</td>
<td>February 4, 2019</td>
</tr>
<tr>
<td>Questions from Proponent are due on or before</td>
<td>February 15, 2019</td>
</tr>
<tr>
<td>Closing Date &amp; Time</td>
<td>February 28, 2019 - 4:00 pm</td>
</tr>
<tr>
<td>Anticipated Notice of Award</td>
<td>March 15, 2019</td>
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**COMMENCEMENT OF SERVICE DELIVERY**

It is expected that the approved service delivery package will commence on April 1, 2019.

This date is subject to change and is negotiable depending on approval of permits, potential construction, previous contractor commitments, etc.

**NEGOTIATION**

The Town reserves the right to negotiate with any or all Proponents, after initial receipt and opening of proposals. The Town may negotiate with any Proponent whose proposal is at variance with material or non-material aspects of the RFP requirements if, in its sole discretion, the Town believes the objectives of the request will be achieved.

Each Proponent 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. All inquiries related to the RFP shall be directed to Ken Bosman at the Town of Crossfield.

**THE RFP PROCESS**

This selection process is not a tendering process. The submission of a proposal does not constitute a legally binding agreement between the Town and any Proponent. All proposals may be withdrawn by the Proponents at any time prior to the execution of the Contract. The contract with the successful Proponent will be prepared by the Town. The Town is not bound to negotiate with the lowest or any Proponent and may in its sole discretion discontinue the RFP process prior to the execution of the contract.

The objective of this RFP is to identify the basic evaluation criteria and to establish the framework through which proposals will be evaluated. The goal of this RFP process is to identify those Proponents who can offer the best value and provide an effective service that will meet or exceed the Town’s expectations for waste management services.

The evaluation process may involve both qualitative and quantitative elements. The selection of the successful Proponent will be at the sole discretion of the Town. As a general guideline, all proposals presented by Proponents will be evaluated in the context of the overall value that they bring to the Town. While cost may be a significant part of the evaluation criteria, it may not be the sole determinant. The selection process assigns points to the measurable criteria. The criteria table is shown as Appendix A herein.
ACCEPTANCE OF PROPOSALS

The Town will have specific interest in offers from firms that possess the abilities and resources to provide the range of service as indicated in the following section "Project Requirements"

Participants must provide the following as a component of the proposal package:

- Company history, experience, and three references;
- Proposed management structure and related experience;
- Key operational personnel, including means of providing complaint, emergency, and problem resolution as well as back-up to normal operation;
- Availability, size, type, age, condition of equipment, machines, vehicles and handling/sorting facilities to be used for the services provided;
- Any other information that will assist in supporting the proposals submitted.

The Town reserves the right to reject any or all Proposals or to accept the Proposal deemed most favorable to the Town. The process involving submissions and receipt of proposals in no way constitutes a tendering process or binding contractual arrangement between any of the participating parties. It is intended that proposals will be evaluated in a timely manner after opening, with a view to presenting a recommendation for approval of the service delivery package at the next available Council meeting.

SITE INSPECTION

Those participating are encouraged to visit and inspect the Town areas as well as existing facilities and equipment so as to become better acquainted with the scope and nature of the project. Arrangements may be made with the Town of Crossfield.

PRICING FOR SERVICE DELIVERY OPTIONS

The Town request quotes based upon the Proponent owning and/or leasing lands for the operation of a Waste Transfer Station and Recycling Depot, including rental of required roll off bins for waste and recyclable materials, hauling and disposal (land fill charges).

THE PROPOSER MAY SUPPLY A LIST OF OTHER CONSIDERATIONS THAT WOULD BENEFIT THE TOWN OF CROSSFIELD WITH A BREAKDOWN OF THE PRICING BELOW OR ATTACHED.
### Appendix A: Criteria

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<th></th>
<th>Weighting</th>
<th>Score</th>
<th>Comments</th>
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<tr>
<td>Overall Proposal: service levels, community benefit,</td>
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<tr>
<td>Demonstrated concern for safety</td>
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<tr>
<td>Financial considerations including cost per residence and return to municipality for recycling</td>
<td>30</td>
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<tr>
<td>Equipment to be used</td>
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<td>Quality Control Measures utilized by Proponent</td>
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<tr>
<td>Extras provided by Proponent to help reduce waste transported to landfill</td>
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<tr>
<td>Communication, Advertising and Promotions to Citizens provided by Proponent</td>
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