



Request for Proposal: Solid Waste Management Services

Request for Proposal No.: 2024-01

Date RFP Issued: March 7, 2024

Submission Deadline: **April 3, 2024 at 14:00:00 hrs Alberta time**

Posted to: Alberta Purchasing Connection at www.purchasingconnection.ca

And the Town of Blackfalds website at:
<https://www.blackfalds.ca/p/request-for-proposals>

**Town of Blackfalds
Box 220
Blackfalds, AB
T0M 0J0**

TABLE OF CONTENTS

1.0	INTRODUCTION.....	3
2.0	BACKGROUND	3
3.0	OPPORTUNITY	3
4.0	OBJECTIVE	3
5.0	GENERAL INSTRUCTIONS & SUBMISSION REQUIREMENTS	4
6.0	SCOPE OF SERVICES.....	4
7.0	TERMS OF REFERENCE.....	11
8.0	REQUESTS FOR INFORMATION.....	12
9.0	PROJECT SCHEDULE	12
10.0	PAYMENTS.....	13
11.0	CONTRACT TERM & OPERATING AGREEMENT.....	13
12.0	WORKER'S COMPENSATION BOARD (WCB).....	13
13.0	INSURANCE COVERAGE.....	13
14.0	PERFORMANCE SECURITY.....	13
15.0	CONTRACTOR PERSONNEL.....	14
16.0	EXTENDED PRODUCER RESPONSIBILITY	14
17.0	EVALUATION CRITERIA	14
18.0	NEGOTIATION	15
19.0	ACCEPTANCE OF PROPOSALS.....	15
	APPENDIX 'A' – BID FORM	16
	APPENDIX 'B' – PROPOSAL FORM	18
	APPENDIX 'C' – ACKNOWLEDGEMENT	26
	APPENDIX 'D' – PERFORMANCE SECURITY REQUIREMENTS.....	27

1.0 INTRODUCTION

The Infrastructure and Property Services Department is responsible to maintain a high level of service to Town residents and businesses, which includes the automated collection of garbage and recycling as well as manual season leaf and yard waste collection throughout the community.

2.0 BACKGROUND

Blackfalds is one of Canada's youngest and fastest growing communities; with a population of 11,016 in 2022, a land mass of approximately 15km². Ideally situated in Central Alberta, midway between Alberta's two largest urban centres, Blackfalds retains the feel and security of a small town while being only a short drive from urban amenities of post-secondary education, regional scale shopping outlets and entertainment. Outstanding recreational opportunities, a robust and diversified economy and affordable land and housing are among the factors contributing to our thriving, successful, and dynamic community.

As the population of Blackfalds increases, the expectations of the community for businesses, products, and services also increase, resulting in the need for updated and current goals and strategies as well as long term service agreements to maintain a high level of operating service levels.

There are approximately 4000 residential dwelling units in the Town of Blackfalds Residential Collection Program, and approximately 90 commercial/industrial businesses. In 2023, the Town of Blackfalds had the following annual tonnage:

- Solid waste: 4575 metric tons
- Recycling: 647 metric tons
- Season Yard Waste: 305 metric tons

3.0 OPPORTUNITY

This Request for Proposal (the "RFP") issued by The Town of Blackfalds (the "Town") is an invitation to submit binding proposals for the provision of services related to the hauling and disposal of solid waste and recyclables within the Town of Blackfalds municipal boundaries to the City of Red Deer (the "CRD") Landfill.

4.0 OBJECTIVE

The primary objective of this RFP is to seek a qualified, safety conscious, responsible company with a high degree of customer service to enter into a written service agreement with the Town of Blackfalds for a period of 3 years with the option of (2) one year contract extensions based on contract performance.

The Town wishes to increase its diversion of solid waste from the landfill and identify ways to increase cost effectiveness. The selected proponent will be required to diligently track and provide information to the Town as specified in the scope of services and follow the regulations laid out in the Town of Blackfalds Solid Waste Management Bylaw

5.0 GENERAL INSTRUCTIONS & SUBMISSION REQUIREMENTS

The Town is seeking submissions from qualified Contractors to provide services for the hauling and disposal of solid waste and recyclables from within the Town limits to the City of Red Deer Landfill and provide hauling services at our Transfer Station and provide associated communication and tonnage data as detailed in this RFP. Proponents are invited to submit proposals for any and all part of the Request for Proposal.

Proposals specifically marked “**2024 Solid Waste Services Proposal**” shall be addressed to the following:

Laura Thevenaz
Infrastructure Services Manager
Town of Blackfalds Civic Centre
5018 Waghorn Street, Box 220
Blackfalds, AB T0M 0J0

Digital submissions of proposals may be emailed to:

Laura Thevenaz (Lthevenaz@blackfalds.ca)
And
Phil Hoyle (phoyle@blackfalds.ca)

Proposals shall include the following mandatory information:

- 5.1** All proposals shall use the enclosed Bid Form for submitting their proposal price (**Appendix ‘A’**). Please do not include GST.
- 5.2** The proponent shall sign and submit the Proposal Form (**Appendix ‘B’**) along with all requested supplemental information:
- 5.3** The proponent shall sign and submit the Insurance Requirement (**Appendix ‘C’**).
- 5.4** The proponent shall sign and submit the Performance Bond Requirement (**Appendix ‘D’**).
- 5.5** Signed copies of all Addendums issued on APC.
- 5.6** Cover letter on company letterhead addressed to the contact above.
- 5.7** While digital submissions are encouraged, the proponent may choose to submit three copies of the sealed proposals clearly marked as above.

Submission Deadline: **April 3, 2024 at 14:00:00 hrs Alberta time**

Late or faxed proposal packages will not be accepted. Hard Copy Proposals must be presented in sealed, clearly marked packages.

6.0 SCOPE OF SERVICES

The provision of the Deliverables will be governed by the terms and conditions set out in the RFP and the future agreement.

Utility count information to determine number of residential/office pickups will be provided to the successful Proponent at the beginning of each year to be used for the duration of the following year with no increases until the following year. All rates are based on the 240 litre cart sizes (recycling and garbage) with unlimited yard waste. All commercial rates will be based on each month's pickups, frequency, pick up and drop off of bins and size of bins required.

The requirements and expectations outlined herein are not meant to be all inclusive relative to the project inclusions and processes. Proponents are invited to provide any additions or inclusions that the proponent determines be beneficial or add value to the project. The Town of Blackfalds reserves the right to determine, in its sole and unfettered discretion, whether any proposal fulfills or meets the general requirements and expectations of the project.

The Town of Blackfalds is requesting proposals from qualified waste management service contractors to complete the following services:

1. Blue Cart Residential /Office Recycling Program

Proposals are required for residential (curbside/lane) collection of recyclable materials with an automated service vehicle(s). The Blue Carts are provided by the Town of Blackfalds and must be picked up on the regular garbage collection day. The successful Proponent will offer this service to all practical forms of residential units and mobile home parks, excluding apartments and multi-family condos, for which falls under the commercial recycling collection program.

The Town requires that residential/office collection of recyclable materials service to our existing four schools and any new future schools continue for no additional cost (but no commercial or industrial collections are to be included in this scope).

All recycling material listed on the blue bins must be recycled to the satisfaction of the Town. The proponent will be responsible to pay for all individual residential and office pickup of these Blue Carts, processing, hauling, shipping and any other costs associate with this recycled materials will be included in the bid sheet.

The Town recycling collection days is broken into four collection areas with corresponding days; Tuesday, Wednesday, Thursday and Friday. This scope of work will include front pick up and alley pickups of the totes (both sides of the alley and street), this ratio is approximately 50/50 split. Normal hours for automated truck operation in the residential areas will be from 7:00 am to 7:00 pm. Any variation from these normal operational hours will require approval from the Town prior to any variances of operational hours.

All bids will include a separate provision to retrofit and operate all trucks used under this contract with a RFD tag reader and video/GPS tracking system which will send data to the Town via the cloud each day.

2. Black Cart Residential /Office Garbage Program

Proposals are required for residential (curbside/lane) collection of waste materials with an automated service vehicle. The Black Waste Carts are provided by the Town of Blackfalds and must be picked up on the regular garbage collection day. The successful Proponent will offer this service to all practical forms of residential units and mobile home parks, excluding apartments and multi-family condos, for which falls under the commercial refuse collection program.

No commercial or industrial collections are to be included in this scope.

All refuse materials will be taken directly to the CRD landfill or another landfill as determined by the Town. The proponent will be responsible to pay for all individual residential and office pickup of these Black Carts, processing, hauling, shipping and any other costs associated with this refuse materials will be included in the bid sheet. The Town will pay the tonnage rates at the Landfill outside of this contract. All truck weight receipts will be required for proof of material.

The Town garbage collection days is broken into four collection areas with corresponding days; Tuesday, Wednesday, Thursday and Friday. This scope of work will include front pick up and alley pickups of the totes (both sides of the alley and street), this ratio is approximately 50/50 split. Normal hours for automated truck operation in the residential areas will be from 7:00 am to 7:00 pm. Any variation from these normal operational hours will require approval from the Town prior to any variances of operational hours.

All bids will include a separate provision to retrofit and operate all trucks used under this contract with an RFD tag reader and video/GPS tracking system which will send data to the Town via the cloud each day.

3. Residential Yard Waste Collection Program

Proposals are required for seasonal (first full week in May to the last full week of October) collection of leaf and yard waste (compostable materials). The frequency will be weekly, manual pick up using labeled owner's bins with stickers (no bags).

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

All materials collected are the property of the Town. The Town has an area available for depositing material at the Transfer Station. The costs for hauling and loading from the transfer station to the composting facility are not included in this proposal. However, a provisional cost to haul directly to another processing location can be presented outside of the Proposal Form.

All bids will include a separate provision to retrofit and operate all trucks used under this contract with a RFD tag reader and video/GPS tracking system which will send data to the Town via the cloud each day.

4. Commercial Front Load Recycling and Waste Collection Program

Proposals are required for commercial (front load) collection of commercial waste materials and recycling materials using contractor supplied bins; frequency of service varies. The successful Proponent will offer both services to all practical forms of commercial and industrial businesses, apartments and multi-family condos. All material collected would become the property of the Town until it is hauled and placed at the City of Red Deer Facility and at an approved recycling facility as part of this deliverable.

Collection days and frequency will be determined by the Town. Change of Service Request forms will be required to be completed by these customers and submitted to the contractors office via email. These forms must acknowledge, completed and turned around back to the Town within a period of 48 hours during normal business hours 8:00am- 5:00 pm Monday to Friday. The service request change or bin revisions/additions must be completed by the successful proponent within a period of two weeks from the date indicated on this form.

It is of note that currently the billing for this service is though the Town and all tonnage is tracked and paid separately. The Town anticipates continuing this practice to ensure each business is only being charged for tonnage and not empty bins. A separate front load truck will be used for this program to ensure that the waste tonnage generated from the commercial locations is provided to the Town to prorate and bill these locations based on Frequency and Tonnage generated.

All bids will include a separate provision to retrofit and operate all trucks used under this contract with a video/GPS tracking system which will send data to the Town via the cloud each day.

5. Central Bins at Transfer Station For Recycling

In conjunction with items 4 above, a drop off facility with single stream recycling bins or similar will be required at the Transfer Station, the actual placement of these bins to be agreed to by the Town and the successful Proponent. Bins are to be provided by the Proponent. It is expected that a minimum two (2) 6 yd³ bins, with the capacity to install one 20 yard mixed recycling roll off bin would be required to be emptied once or twice a week, or as requested by Town. Regular maintenance, removal of waste in bins and clean-up of the bin area will be required.

6. Roll-Off Bin Waste Hauling Services at Transfer Station

Proposals are required for the transferring of all materials from the Town's Waste Transfer Station to the City of Red Deer Landfill and to an approved recycling facility. The Town currently has two roll-off compactor bins and one compactor. It is required that there be a minimum of four (4) 40 yd³ bins supplied, three for waste and one for metals to be hauled away once full. It is the Proponent's responsibility to include a provision of bins if additional bins are required for recycling transfers or other waste transfers to ensure the materials at the Transfer Station are well sorted and tidy to the satisfaction of the Town. The proponent must be able to respond to bin hauling within 4 hours of a request.

The Town staff will operate the Transfer Station; however, all waste removal and bin service will remain the Proponent's responsibility and are included under this RFP.

7. Operations

The contractor will be responsible to provide all necessary equipment and manpower to ensure continued service delivery throughout the life of the contract. All equipment must be maintained (cleaned) and in good repair or replaced to the satisfaction of the Town. All fuel, environmental, recycling processing fees and all associated operational fees will be included in the contract prices.

The contractor is responsible for all operational coordination including coordination with the Transfer Station Operator, the Manager, Director and the general public. The contractor will provide the public with a local number for customer comments and complaints. The contractor will keep track of all calls related to the Blackfalds contract. Any disruption in service to the normal Tuesday-Friday pickup days must be relayed to the Environmental Services Foreman as soon as reasonably possible. Further, any normal Tuesday-Friday pickup days that will be impacted by stat holidays be provided to the Town by the first day in February of each year.

If wind speeds are high enough to tip totes over before they can be collected, Contractors must right the totes and clean up debris in the immediate vicinity so the truck can dump them.

8. Occupational Health & Safety

For the purpose of all occupational health & safety regulations of the province of Alberta, the successful Proponent will be considered "Prime Contractor" as per Alberta Occupation Health and Safety Act, regulation and code. The Town reserves the right to request OHS documentation as deemed necessary including, but not limited to:

- Formal Hazard Assessments
- Safe Operating Procedures
- Field Level Hazard Assessments
- Incident Reports
- Safety Manual
- Safety Policy

9. Education and Promotion

The successful Proponent is expected to participate in and cooperate with education of the public and promotion of the waste, recycling and/or yard waste programs offered. This may include national, provincial and local features, promotional materials, advertising etc.

10. Landfill Fees

The successful Proponent shall provide separate invoices and weigh tickets for disposal of material at the City of Red Deer land fill site. All Landfill fees are to be billed to the Town of Blackfalds but all recorded weight, legible driver information and date of each trip will be provided as back up to the monthly bills.

11. Volume Tracking

The successful Proponent will be required to weigh all materials (both recycling and waste) and

provide this data monthly at the time of billing, format and detail to be agreed upon by the Town. Residual rates (percentage) from the recycling facilities will also be reported. The Town will not be responsible for any additional fuel costs or weight scale costs to maintain or gather this data and will not process the invoice until all backup documents are provided.

12. Equipment Requirements

The following minimum equipment requirements shall be provided by the Contractor:

- Roll off bins for solid waste collection, including:
- Four (4) 40-yard bins and 1 mixed recycling roll off bin
- All bins are to be in proper working condition and are subject to the Town's approval.
- Sufficient Roll off trucks capable of hauling our existing roll off bins for the removal and hauling of solid waste and recyclables from the Transfer Site.
- Two (2) dedicated trucks (one main and one standby) capable of servicing the Town's solid waste automated carts at front and alley locations across town.
- Two (2) dedicated trucks (one main and one standby) capable of servicing the Town's single stream recycling automated carts at front and alley locations across town.
- Two (2) dedicated trucks (one main and one standby) capable of servicing the Town's front load commercial garbage accounts.
- Two (2) dedicated trucks (one main and one standby) capable of servicing the Town's front load commercial recycling accounts.

All proposed vehicles to be used for the performance of the services must have sufficient capacity and strength, capable of loading and unloading mechanically (all waste) mounted on an adequate truck chassis. All vehicles must comply with Alberta Transportation commercial vehicle requirements. Any changes in equipment will be subject to approval by the Town.

The Contractor shall provide the Town with a detailed list of these main and back-up vehicles to carry out recycling and refuse services under this contract. Each vehicle must be a maximum of 5 years old, any standby vehicles must be identified and be a minimum of 8 years old. Each year of service, this equipment list will be provided to the Town by January 31st. All respondents are to provide a contingency plan to address abnormal operating conditions (i.e. fire, equipment breakdown, etc.) as indicated in Appendix B – Proposal Form.

13. Environmental Regulation Compliance

All operations must comply with the Waste Control Regulations under the Alberta Environmental Protection Enhancement Act and any regulation that may replace it, as well as all other legislation that may apply.

Any spills or leaks from the containers or hauling vehicles must be reported in accordance with Safety Reporting Requirements as determined by the Town. Any hauling vehicles that are leaking must be removed from service immediately.

14. Materials and Equipment

Unless otherwise specified, the Contractor shall provide, wash, maintain and pay for all materials, tools, machinery, equipment, temporary facilities, controls, and conveniences necessary for the performance of the Contract.

15. Transfer Site Hours of Operation

The following current Hours of Operation for the Transfer site are subject to change based on operational needs:

- Monday - Closed
- Tuesday – 8:30 a.m to 4:30 p.m
- Wednesday - 8:30 a.m to 4:30 p.m
- Thursday - 8:30 a.m to 4:30 p.m
- Friday - 8:30 a.m to 4:30 p.m
- Saturday - 8:30 a.m to 4:30 p.m
- Sunday - Closed

Statutory Holidays: Should Remembrance Day,, Christmas Day, New Year's Day,) Good Friday, Truth and Reconciliation Day, or Boxing Day fall on a standard operational day, the transfer station will be closed.

The Contractor must be prepared to conduct hauling activities Monday through Saturday, with an option to haul on other days, if necessary. Contractor's trucks shall be weighed and scale tickets provided at the CRD landfill for each delivery.

16. Disposal Locations

The Contractor is required to notify the Town of any changes in the disposal location immediately. Any change to the Contractor's disposal locations shall be pre-approved by the Town. Normal disposal location is at the CRD Landfill.

In the event of an emergency, and waste disposal at a CRD landfill is not available due to unforeseen circumstances such as weather and the like, the contractor may ask permission from the Town to temporarily place materials at the Transfer Station. If approved, all associated costs to add additional bins to maintain transfer station services, double handling and hauling this material away to the CRD landfill will be borne by the contractor.

17. Peak Season Service Availability

In addition to providing services as requested, a roll-off truck and bins must be available on Saturdays and Sundays (during peak season) to service the Transfer Site. Peak season is defined as the period of time from April through October each year.

18. Waste Management

The Contractor will be responsible for waste and recycling materials once it enters the truck or the bins are loaded onto the trucks. The Contractor will be responsible for any damages caused by the Contractor's employees, vehicles, equipment to the Town owned bins, equipment and infrastructure or the Private or Public lands during the term of this contract.

19. Transfer Station Metal Recycling Revenue

The Town currently utilizes its existing solid waste management provider to manage metal recycling at the Transfer site. Any revenue generated from Town hauled materials (i.e. metal) from the Transfer Station is to be returned to the Town. Revenue shall be supported by receipts from the respective processing facility.

7.0 TERMS OF REFERENCE

In responding to this RFP, and to be eligible for consideration, each respondent must submit a completed and signed proposal package that acknowledges its acceptance of the RFP Terms of Reference and Governing Law as contained hereunder:

- (a) this RFP process is not intended to create a formal legally binding bidding process and shall not give rise to the legal rights or duties applied to a formal Contract A binding bidding process or any other legal obligations arising out of any tendering process contract or collateral contract, and instead shall be governed by the common law applicable to direct commercial negotiations;
- (b) neither party shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, the failure to award a contract or the failure to honour a proposal;
- (c) the respondent will bear its own costs associated with, or incurred in, the preparation and presentation of its proposal package, including, if applicable, costs incurred for interviews, demonstrations, certificates or the like;
- (d) no legal obligation regarding the procurement of any goods or service shall be created between the respondent and the Town until the Town formally accepts the respondent's offer in writing;
- (e) when evaluating proposals, the Town may request further information from the respondents or third parties in order to verify, clarify or supplement the information provided in the respondent's submission, and the Town may revisit and re-evaluate the respondent's submission or ranking on the basis of any such information;
- (f) the Town may consider the respondent's and its subcontractors past performance on previous contracts, or any other relevant information taken into account by the Town when determining the acceptability of a respondent;
- (g) the respondent consents to the Town's collection of the information as contemplated under this RFP for the uses contemplated under this RFP;
- (h) 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.

- (i) The Town will not return the submission or any accompanying documentation submitted by a respondent;
- (j) The Town may elect not to consider a respondent whose proposal contains misrepresentations or any other inaccurate, misleading or incomplete information;
- (k) The Town may prohibit a respondent from participating in a procurement process based on poor past performance, or based on inappropriate conduct and such inappropriate conduct shall include but not be limited to (i) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information, (ii) the refusal of the respondent to honour its pricing or other commitments made in its proposal, or (iii) any other conduct, situation or circumstance, as solely determined by the Town, that constitutes a Conflict of Interest; and
- (l) The Town may cancel this RFP process at any time.

The parties also acknowledge that these terms:

- (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre- contractual discussions in accordance with the common law governing direct commercial negotiations); and
- (c) are to be governed by, and interpreted and construed in accordance with, the laws of the province of Alberta and the federal laws of Canada applicable therein.

8.0 REQUESTS FOR INFORMATION

Questions about the contents of the RFP package, process, or about any matters relating to clarification, errors or omissions of the RFP package are to be made in writing to the Town of Blackfalds representative:

Laura Thevenaz, Infrastructure Services Manager at lthevenaz@blackfalds.ca

And

Phil Hoyle, Environmental Services Foreman at phoyle@blackfalds.ca

The Town of Blackfalds representative will respond to all questions, RFP clarifications, and inquiries via an addendum posted on the Town of Blackfalds website and Alberta Purchasing Connection website. Addenda or correspondence issued during the RFP period shall be considered part of this document and MUST be submitted as part of the final RFP Contract Documents.

All inquiries relating to this RFP call must be made no later than 4:30 pm local time March 20th, 2024.

9.0 PROJECT SCHEDULE

- | | |
|--|-------------------------------|
| • Request for Proposal packages disseminated: | March 7th, 2024 |
| • Proponent deadline for proposal inquiries | March 20th 2024 |
| • Town response deadline to inquiries | March 22nd, 2024 |
| • RFP Submission deadline: | April 3rd, 2024 |
| • Short-list Proposal Interviews (if required) | April 9th, 2024 |
| • Recommendation for project award: | April 23 rd , 2024 |
| • Notification of Award: | April 24 th , 2024 |
| • Agreement Signed: (Tentative date) | May 22 nd , 2024 |
| • Service Contract begins: | June 1 st , 2024 |
| • First Day of Transfer Station Bin Hauling: | June 1 st , 2024 |
| • First Day of Residential/Commercial Pickup: | June 4 th , 2024 |

10.0 PAYMENT

The Town of Blackfalds will, by the 30th of the month following that for which payment is required, on receipt of an invoice and advice from the Manager 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 Town receives the invoice.

Any missed services resulting in a valid complaint or incident (as determined by the Manager) will result in the Proponent being charged at a rate of \$100 per complaint. Depending on the nature of the complaint or incident, the Town may choose to recover the full cost of repairs or operational expenses resulting from the complaint or incident.

11.0 CONTRACT TERM & OPERATING AGREEMENT

It is the Town's intent to enter into a three-year agreement with services commencing on or before June 1, 2024, with two (1) year options for extension. Contract extension is at the discretion of the Town and is subject to satisfactory performance from the Contractor, and the Town's acceptance of any revised pricing after the three year term. 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 Town.

Following execution of an agreement for the accepted service delivery options(s) the price to be paid for the service(s) shall be fixed during the first year and then shall be adjusted based on the total cost of living adjustment for Alberta for the previous completed year.

12.0 WORKER'S COMPENSATION BOARD (WCB)

The Contractor is required to provide proof of compliance with all the requirements of the Worker's

Compensation Act of Alberta. A WCB clearance letter should be provided with the respondent's submission as evidence of such compliance as indicated in Appendix B – Proposal Form.

13.0 INSURANCE COVERAGE

The Contractor is required to carry Insurance policies in accordance with the minimum requirements and limits set out by the Town. Appendix C is required to be filled out and submitted to confirm that Proof of insurance will be provided to the Town within the specified timeframe.

14.0 PERFORMANCE SECURITY

The successful respondent shall be required to furnish, at its own expense, a Surety Association of Canada (SAC) Multi-Year Renewable Bond or Irrevocable Letter of Credit in the amount of fifty percent (50%) of the first years' contract value in favor of the Town, within a week of the award of contract, to be included in the Service Agreement. The Bond will be updated annually based on 50% of the contract value, and maintained for the life of the contract at the respondent's expense.

The SAC Multi-Year Renewable Bond or Irrevocable Letter of Credit shall guarantee the faithful performance of the work in accordance with any specifications and conditions of the RFP, and in default thereof, to protect the Town against any losses or damage arising by reason of failure of the Contractor to faithfully perform the said work. The bond is to be in the Form hereinafter set forth or such other Form acceptable to the Town issued by a Canadian surety company licensed in the Province of Alberta, or an irrevocable Letter of Credit to be issued by a Canadian Bank operating in the Province of Alberta, or a Certified Cheque.

15.0 CONTRACTOR PERSONNEL

The Contractor agrees and shall ensure that wages, hours of work and other conditions of employment of all persons employed by the Contractor and any subcontractor(s) in the performance of any required part of the Contract shall be in compliance with the requirements of the Alberta Employment Standards, Code, the Alberta Labour Relations Code and any other applicable law, rule, regulation or order of either the provincial or federal government.

16.0 EXTENDED PRODUCER RESPONSIBILITY

In 2022, the Government of Alberta (GOA) implemented new Extended Producer Responsibility (EPR) regulations that will shift the burden of collecting, sorting, processing and recycling of residential Packing and Paper Products (PPP) from municipalities to producers. As such, once EPR PPP systems are in place as per GOA timelines, the Town will no longer require residential recycling collections services as specified under this Proposal. The Town reserves the right to cancel the recycling service pick up with 30 days written notice as directed to meet requirements specified under EPR regulations.

17.0 EVALUATION CRITERIA

The evaluation process will involve both qualitative and quantitative elements. All proposals

presented will be evaluated in the context of the overall value that they provide to the Town of Blackfalds. While cost is a significant part of the evaluation criteria, it will not be the sole determinant. Proposals will be reviewed by a team of Administrative personnel. Proposals missing any required information will be considered incomplete and the Town reserves the right to reject the proposal.

The Town of Blackfalds criteria for evaluating the proposals from qualified waste management service contractors for solid waste services within the Town are outlined below:

Criteria	Weighting
Cost of Services	45
Past Service Quality (based on references**)	15
Equipment	15
Experience	15
Final Recycling Processing	10

As part of the evaluation, the Town may choose to conduct in-person or virtual interviews with the top three short-listed candidates. Candidates may be asked to provide a demonstration of the customer service processes, monthly and annual reports, invoicing structure examples, etc. as determined by the Town.

18.0 NEGOTIATION

The Town of Blackfalds reserves the right to negotiate with any or all proponents including those proponents that have submitted a proposal that does not fully comply, either in material or non-material ways, with the RFP requirements.

19.0 ACCEPTANCE OF PROPOSALS

The Town of Blackfalds reserves the right to reject any or all Proposals or to accept the proposal deemed most favorable to the Municipality. All proposals must be signed by a Principal of the responding company.

Following the evaluation of the submitted proposals, the Town of Blackfalds will consider entering into an agreement with a contractor that has been determined to have the ability to meet service needs and expectations and offers the best overall content and value. Although the intended outcome is to enter into an agreement with a selected proponent, the solicitation of proposals does not in any way commit the Town of Blackfalds to accept any proposal or enter into a formal agreement with any organization.

APPENDIX 'A' – BID FORM

This must be completed and returned with the proposal:

1. Blue Cart Residential/Office Recycling Program	Rate (\$) (CAD excluding GST)	
Weekly Pick-up collection rate (without commodity sharing program)		
Provisional Bi-Weekly pick-up collection rate*		Do not extend
Provisional Weekly pick-up collection rate (with commodity sharing program)*		Do not extend
2. Black Cart Residential /Office Garbage Program (4000 units) – 240 litre Cart		
Weekly pick-up collection rate		
<i>Provisional Bi-Weekly pick-up collection rate*</i>		Do not extend
3. Residential seasonal yard waste collection program		
Unlimited Containers (Manual Pickup)		
Weekly pick-up collection rate		
<i>Provisional Bi-Weekly pick-up collection rate*</i>		Do not extend
Total For Items 1-3 (*do not extend)		

Explain possible commodity sharing program or attach details

- Commercial Front Load recycling and waste collection program (80 units, price per service)**

Collection Type	4 Yard Bin (Rate \$)	6 Yard Bin (Rate \$)	8 Yard Bin (Rate \$)
Waste bin pick-up collection rate			
Recycling bin pick-up collection rate			
One time Cost to deliver or switch bin			

Note:

- Bi-weekly frequency of pick up, when required, will be prorated unless otherwise stated.
- All recycling containers must be able to accept single stream recyclables or a combination of single stream and cardboard only.

2. Central waste bins at Transfer Station for recycling (2 bins, price per service)

Collection Type	8 Yard Bin (Rate \$)	1 Mixed Recycling Roll-Off Bin
Recycling bin pick-up collection rate		
One time Cost to deliver or switch bin		

3. Roll-Off Bin Hauling Services at Transfer Station

Collection Type	3 @ 40 Yard Bins (Rate \$)
Rental rate per bin per month	
Haul rate to Landfill per load	

The Proponent may supply a list of other considerations that would benefit the Town of Blackfalds with a breakdown of the pricing below or attached.

APPENDIX A - ACKNOWLEDGEMENT

The respondent confirms that the pricing information provided is accurate. The respondent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

The respondent acknowledges that the pricing is provided in Canadian dollars and includes all applicable duties and taxes except for Goods and Services Tax (GST), which should be itemized separately, all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the Town, all costs of installation and set-up, including any pre-delivery inspection charges and all other overhead, including any fees or other charges required by law.

The undersigned representative has carefully examined the Conditions and Specifications for the Proposal and services to be supplied.

Signature of Bidder**: _____

Print Name: _____

Title: _____

Date: _____

**** must be an official signatory of the company**

APPENDIX 'B' – PROPOSAL FORM

This must be completed and returned with the proposal:

Respondent Information

Please fill out the following form, checking each box below. This form must be returned with the proposal and filled out in full. Name one person to be the contact for the Proponent's response or for any clarifications or amendments that might be necessary.	
Full Legal Name of Respondent:	
Any Other Relevant Name under Which the Respondent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
Contact Person and Title:	
Contact Phone:	
Contact Facsimile:	
Contact E-mail:	

☐ **Date and Location Company Established**

Provide the date and location company established

Date:	
Location:	

☐ **Parent Company**

Provide the following information for the respondent's parent company

Name:	
Address:	
Phone Number:	
Fax Number:	
Website Address:	
Subsidiaries:	

☐ **Parent Company Relationship**

Provide details of the authoritative and fiscal relationship between the respondent company, the parent company and affiliated companies:

Is the parent company willing to provide a letter of guarantee of financial responsibility for any work awarded to the respondent?

Yes ☐ No ☐

☐ **Ownership**

Check whether respondent's company is publicly or privately owned

Publicly owned ☐ Privately owned ☐

☐ **Type of Company**

Check the appropriate type of company

Proprietorship	<input type="checkbox"/>	Limited Company	<input type="checkbox"/>
Partnership	<input type="checkbox"/>	Corporation	<input type="checkbox"/>
Other	<input type="checkbox"/>		

If other, provide details:

☐ **Goods and Services Tax (GST) Registration Number**

Company GST Registration Number:

☐ **Company Officers**

Provide the following information for all company Officers:

Title	Name	Years with Company

☐ **Core Businesses**

If applicable, list the other core businesses that the respondent is involved in, in descending priority. Attach additional sheets as required

Other Core Business	No. of Years in the Business

☐ **Years of Experience**

State the number of years' experience providing services similar to those described in this RFP.

Years of Experience _____

☐ **Relevant Experience and References**

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

Reference One:			
Client / Company Name:			
Representative for the Client:		Phone No. Email Address:	
Location of Work:			
Nature / Scope of Work:			
Contract Dollar Value:			
Date and Length of Contract:			
Provide the names of Assigned Staff:			

Reference Two:			
Client / Company Name:			
Representative for the Client:		Phone No. Email Address:	
Location of Work:			
Nature / Scope of Work:			
Contract Dollar Value:			
Date and Length of Contract:			
Provide the names of Assigned Staff:			

Reference Three:			
Client / Company Name:			
Representative for the Client:		Phone No.	
		Email Address:	
Location of Work:			
Nature / Scope of Work:			
Contract Dollar Value:			
Date and Length of Contract:			
Provide the names of Assigned Staff:			

☐ **Management Structure**

Provide an organizational chart of key staff that would be assigned to the contract. This organizational chart is to indicate the on and off-site personnel and their roles and areas or levels of responsibility.

☐ **Key Personnel**

Identify all key leadership, management & customer service personnel, their alternates, and their proposed position for providing the services under this RFP listed in the organization chart. Include the representative who will be assigned to the Town as a single point of contact for operational matters shall be identified.

Personnel Name	Position Description	Alternate	Resume Attached?

☐ **Subcontractors**

If the respondent is utilizing subcontractors, provide a breakdown of roles and responsibilities to be assigned to subcontractors. Include past experience with identified subcontractors.

Subcontractor Name:	
Roles and Responsibilities to be Assigned:	
Past Project Experience with Subcontractor:	

(Repeat above for each identified subcontractor and include attachments)

☐ **Proposed Equipment**

Please provide a brief description including the make, model and year of the equipment you will be using to complete the work within this RFP.

FLEET VEHICLES			
Type of Vehicle	Make	Model	Year
Total Number of Vehicles in Fleet			
BINS			
Size	Make	Model	

☐ **Proposed Back-Up Equipment**

Please provide a brief description including the make, model and year of the back-up equipment that is available to complete the work within this RFQ.

Type of Vehicle	Make	Model	Year

☐ **Understanding of Deliverables**

Respondents must attach the proposed approach to carrying out the services of the contract described under this RFP. Additionally, key issues/challenges and overall approach to deal with hauling of waste and recyclables for the Town activities as well as risk mitigation measures are to be identified. Respondents should describe approach to:

- Process for managing service requests and anticipated response times;
- Pick-up and hauling of roll-off bins of different sizes as requested by Town Solid Waste staff;
- Communication with Town staff to confirm in advance when pick-ups and service will occur so that the staff can reset bins and/or clean bin locations during the service turnaround;
- Process for recording weights and statistics for loads and providing this information to the Town on a monthly basis;
- Process for managing contaminated recycling loads;
- Provide details of which landfills, recycling centres and or other disposal facilities are to be utilized; and
- Suggest any efficiency or cost savings measures if new technology becomes available.

☐ **Contingency Plan**

Respondents shall describe their Contingency Plan that addresses abnormal operating conditions (i.e., staffing issues, vehicle malfunction, etc.) to avoid disruption of service that includes, but is not limited to;

- Method for communicating issues (i.e. spills/breakdowns/site issues) to Town Solid Waste staff and in accordance with the Safety Reporting Requirements.

- Plan to ensure operations will continue in case of employee no show, equipment failure, or other unforeseen circumstances.
- Identification of challenges or risks and provide details of strategies for managing or mitigating.
- Identification of other preventative controls in place to ensure uninterrupted service.

☐ **Communications Matrix**

Provide a communications matrix that includes hours of operations, staff names, titles, email, and phone number for matters including but not limited to:

- Customer service complaints/ inquiries
- Contractual matters
- Education and promotion
- Safety and Environmental incidents

☐ **Regulatory Warnings, Stop-Work Orders or Citations**

Provide incident and resolution details of any health, safety or environment-related regulatory warnings, stop-work orders or citations issued to the respondent within the last three (3) years. Attach additional sheets as required.

☐ **WCB Clearance Letter and WCB Employer Report Card**

Attach a copy of the WCB Clearance Letter and WCB Employer Report Card. For companies based outside of Alberta or Canada, provide details of equivalent Workers' Compensation Authority that addresses worker safety and formula/rating used for home office location.

☐ **Safety Certification**

Respondents must be Certificate of Recognition (COR) certified and attach a copy of the valid COR Certification. Temporary Letter of Certification ("TLC") may be included and the Town reserves the right to reject the Proposal without a valid COR.

☐ **Health, Safety and Environment Program**

Respondents must provide the following health, safety and environment program information. Attach additional sheets as required. Town of Blackfalds may request supplementary information or obtain additional information from other public sources.

- Safety Policy
- Safety Manual Table of Contents
- Fleet Preventative Maintenance Program Table of Contents
- Environmental Management and Response Program Table of Contents

☐ **Carrier Profile**

Respondents shall attach a copy of their Carrier Profile. These documents must be dated within 30 days of request and cover a one year period, as per Commercial Vehicle Certificate and Insurance Regulation (AR 314/2002) as amended from time to time.

☐ **Acknowledgement of Terms of Reference and Governing Law**

The respondent acknowledges that this RFP process will be governed by the specific Terms of Reference and Governing Law set out in this RFP, and that, among other things, the Terms of Reference and Governing Law confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until the Town accepts the respondent's offer in writing.

Successful respondents will be required to comply with and maintain all safety, industry and Provincial legal requirements and standards.

☐ **Ability to Provide Deliverables**

The respondent has carefully examined this RFP and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the pricing set out below and has provided a list of any subcontractors to be used to complete the proposed contract.

☐ **Signed Addenda**

The respondent is deemed to have read, accepted, and included in the proposal submission, signed Addenda as issued by the Town. The onus remains on respondents to make any necessary amendments to their quotations based on the addenda.

APPENDIX B – ACKNOWLEDGEMENT

The respondent confirms that the Proposal Form information provided is accurate. The respondent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered information, could adversely impact the acceptance of its proposal or its eligibility for future work.

Signature of Bidder**: _____

Print Name: _____

Title: _____

Date: _____

** must be an official signatory of the company

APPENDIX 'C' – INSURANCE REQUIREMENTS

This must be completed and returned with the proposal.

By signing and submitting a proposal under this solicitation, the Proponent certifies that if awarded the contract, it will have the following coverage within five days of the award of the contract and prior to commencing work on Town property. The Proponent further certifies that they will maintain all insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Alberta by the province of Alberta.

REQUIRED COVERAGE AND LIMITS

Workers' Compensation Board (WCB) coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the WCB of increases in the number of employees that change their workers' compensation requirements under the WCB during the course of the contract shall be in noncompliance with the contract.

- Employers' Liability: \$5,000,000
- Commercial General Liability: \$5,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Town of Blackfalds must be named as an additional insured and so endorsed on the policy.
- Business Automobile Liability (including owned, non-owned and hired vehicle coverage): Combined Single Limit: \$5,000,000 per occurrence.

NOTE: Contractual Liability covers the following indemnity agreement:

"The Contractor agrees to indemnify, defend and hold harmless the Town of Blackfalds, its officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the successful Vendor, provided that such liability is not attributable to the Town's sole negligence."

APPENDIX C – ACKNOWLEDGEMENT

The respondent is deemed to have read and accepts the insurance requirements issued by the Town and this form must be included in the bid submission. The onus remains on respondents to make any necessary amendments to their quotations based on this insurance cost.

I/we understand the Insurance and WCB requirements of these specifications and will comply in full if awarded this contract.

Signature of Bidder**: _____

Print Name: _____

Title: _____

Date: _____

** must be an official signatory of the company

APPENDIX 'D' - PERFORMANCE SECURITY REQUIREMENTS

The successful respondent shall be required to furnish, at its own expense, a Surety Association of Canada (SAC) Multi-Year Renewable Bond or Irrevocable Letter of Credit in the amount of fifty percent (50%) of the first years' contract value in favor of the Town. Within a week of the award of contract, to be included in the Service Agreement.

The SAC Multi-Year Renewable Bond or Irrevocable Letter of Credit shall guarantee the faithful performance of the work in accordance with any specifications and conditions of the RFP, and in default thereof, to protect the Town against any losses or damage arising by reason of failure of the Contractor to faithfully perform the said work. The bond is to be in the Form hereinafter set forth or such other Form acceptable to the Town issued by a Canadian surety company licensed in the Province of Alberta, or an irrevocable Letter of Credit to be issued by a Canadian Bank operating in the Province of Alberta, or a Certified Cheque.

APPENDIX D – ACKNOWLEDGEMENT

The respondent is deemed to have read and accepts the Performance requirements issued by the Town and this form must be included in the bid submission. The onus remains on respondents to make any necessary amendments to their quotations based on this cost.

I/we understand the Performance Security requirements of these specifications and will comply in full if awarded this contract.

Signature of Bidder**: _____

Print Name: _____

Title: _____

Date: _____

** must be an official signatory of the company