

**THE CORPORATION OF THE CITY OF PETERBOROUGH**

**BY-LAW NUMBER 08-030**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND NEW WEST GYPSUM FOR THE TRANSPORTATION, PROCESSING AND SUPPLY OF ROLL-OFF DEPOT BINS FOR DRYWALL**

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL THEREOF HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be hereby authorized to execute an agreement between the Corporation of the City of Peterborough and New West Gypsum in the form attached hereby as Schedule "A", and to affix the Seal of the Corporation thereto.

By-law read a first, second and third time this 11<sup>th</sup> day of February 2008.

(Sgd.) Henry Clarke, Deputy Mayor

(Sgd.) Nancy Wright-Laking, City Clerk



City of  
Peterborough

**From:**

Department: **Corporate Services**  
Fax: 705-748-8839

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To: Bidders List	From: Bernadette Lawler
Fax:	Date: December 10, 2007
Phone:	Pages: 2 including this cover page
Re: Addendum #1 to P-30-07	CC:

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**COMMENTS: Addendum #1 is attached hereto.**

Take notice that the City of Peterborough has issued the attached addendum for Proposal P-30-07.

Please confirm you have received this addendum by signing below and faxing a copy of this covering sheet to the Corporate Services, City of Peterborough, 500 George Street North, Peterborough, Ontario, K9H 3R9, Attention Bernadette Lawler, Phone 705-742-7777 (Ext 1860), Fax 705-748-8839. If you do not have a fax machine, please confirm the confirmation by telephone and regular mail.

Brian Horton  
Senior Director of Corporate Services  
705-742-7777 Ext 1863

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**Addendum Confirmation:**

I hereby confirm I have received Addendum #1 to City of Peterborough Proposal P-030-07 and that I have received one (1) addenda issued to date for this Proposal.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Date**

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Note: The submission forms include a section for bidders to indicate the number of addendums they have received. If a bidder does not reflect the proper number of addendums issued on the proposal documents submitted, the proposal will be rejected unless in the opinion of the City the missing addendum could not reasonably be expected to have altered the price submitted.

**The City of Peterborough**  
**Addendum No. 1 to Proposal No. P-30-07**  
**TRANSPORTATION AND PROCESSING OF LANDFILL RECYCLABLES FOR**  
**THE CITY AND COUNTY OF PETERBOROUGH**

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The following outlines amendments and clarifications to the original proposal documentation for the above noted contract. Contractors are requested to incorporate these revisions in the bid prices and acknowledge receipt of the addendum in the Form of Proposal of the Proposal Documents for inclusion in the Proposal.

**1. Agreement to Bond**

**Question:** 1. How much does the Agreement to Bond have to refer to? Does the City only require a letter stating that we are able as a company to provide bonds? 2. There is no reference to a final performance bond for the successful proponent. Would you please confirm that is your intent? 3. If there is a final bond required, will the City accept an annually renewable bond? 4. Agreement to Bond: I can't seem to find the dollar amount for this or percentage amount? Will the City and County take a letter of credit in replace of a bond?

**Response:** Please note that all references to "**Agreement to Bond**" as outlined in Section 6.4, in Component No. 2 in Section 10.3, and in the final bullet in Section 12.2 are to be deleted in their entirety. No agreement to bond or performance bond is required for this proposal.

**2. References**

**Question:** It states, "do not use the City or County of Peterborough", can we use Townships or does this fall under the County?

**Response:** It is acceptable to use Townships within the County of Peterborough as references.

End of Addendum #1



City of  
Peterborough

## REQUEST FOR PROPOSAL

DOCUMENT NO. P-30-07

# TRANSPORTATION AND PROCESSING OF LANDFILL RECYCLABLES FOR THE CITY AND COUNTY OF PETERBOROUGH

**CLOSING DATE:** 3:00 p.m. Thursday, December 13, 2007

**COMPANY NAME:** \_\_\_\_\_

**SUBMIT TO:**

City of Peterborough  
Corporate Services  
City Hall – Main Floor  
500 George St. North  
PETERBOROUGH, ON K9H 3R9  
Attention: Mr. Brian Horton

*Note: When a proponent downloads the document from the City's website, they must provide the City of Peterborough Corporate Services with company information, including fax number to be advised of addenda when issued or further information, and to be placed on the proponent's list (Information should be provided to [fin@peterborough.ca](mailto:fin@peterborough.ca))*

## **1.0 INTRODUCTION**

The City of Peterborough appreciates your interest in this Proposal document.

Recognizing that the City and the County of Peterborough jointly own and operate the Peterborough County/City Waste Management Facility, the City has been appointed to operate the facility. The City of Peterborough invites proposals for the collection, transportation and processing of landfill recyclables from waste management facilities located within the City and County of Peterborough for a 2-year period, with the option of a one-year extension, commencing as soon as February 1, 2008.

Proponents may bid on one or more of the materials outlined. The City retains the right to award contracts to any combination of bids from any number of Proponents.

## **2.0 CLOSING TIME AND DATE**

Sealed Proposals on the attached forms are to be submitted to the City of Peterborough, Corporate Services, Main Floor City Hall, 500 George Street North, Peterborough, Ontario, not later than **3:00 pm on Thursday, December 13, 2007**.

Time registered on the City of Peterborough City Hall digital phone system will be considered the official time of day when determining the exact time of submission.

Proposals received even a few seconds past 3:00 pm will be considered late. Late proposals will be returned unopened.

## **3.0 PROPOSAL OPENING AND RESULTS**

All proposals received will be opened on **Thursday, December 13, 2007 at 3:15 pm** at City Hall. As this is a proposal document for which a number of criteria will be evaluated, only the names of proponents who have submitted a proposal will be identified at the opening and the price submitted will not be disclosed. Proponents can contact Corporate Services at 705-742-7777 Extension 1860 after the opening to obtain a list of proponents who have submitted a response.

Results of the Proposal opening will be available in "Bid Record Book" located in Corporate Services or on the website at [www.peterborough.ca/business/tenders.htm](http://www.peterborough.ca/business/tenders.htm).

Proponents will not be notified in writing of the Proposal results.

Proponents acknowledge that by submitting a proposal, they have made themselves fully aware of the requirements and that any and all inquires pertaining to this proposal have been satisfied and are included as part of the submitted price.

#### **4.0 CITY CONTACT PERSON**

Any clarification of the Proposal documents required by the Proponent prior to submission of their Proposal shall be requested through the City of Peterborough. The Proponent and the City hereby agree that in no case shall oral arrangements be considered.

Any questions, requests for information, or comments on the RFP should be addressed in writing to Melanie Kawalec, Manager, Waste Management at City of Peterborough, 500 George Street North, Peterborough, ON K9H 3R9 or email [mkawalec@peterborough.ca](mailto:mkawalec@peterborough.ca) no later than **4:30 pm on Monday, December 10, 2007**. Responses will be provided in an addendum and will be forwarded to all Vendors.

Questions related to the Proposal process itself, should be directed to Bernadette Lawler of Corporate Services, at [blawler@peterborough.ca](mailto:blawler@peterborough.ca).

#### **5.0 EXAMINATION OF RECYCLABLE MATERIALS**

Proponents submitting proposals for any of the recyclable materials are required to satisfy themselves by personal examination of the material as to the composition and conditions of the products. The submission of the Proposal shall be deemed proof that the Proponent has inspected the materials. No claims will be entertained from the Proponent that they were uninformed as to composition or condition of the products.

To set up a personal examination of the material, contact Craig Simmons, Waste Operations Coordinator, at (705) 742-7777 extension 2152 or email [csimmon@peterborough.ca](mailto:csimmon@peterborough.ca) during normal working hours.

#### **6.0 SUBMISSION REQUIREMENTS**

##### **6.1 Submission Must Be In Proper Form**

All Proposal documents must be typed or clearly written in ink. No other forms, terms or conditions will be acceptable.

The City of Peterborough requires **one signed original and four (4) copies** of their submission for a total of five (5) copies. The "original" should be clearly marked as such.

##### **6.2 Submission**

Each proposal shall be submitted in an envelope clearly addressed to "The City of Peterborough, Corporate Services, 500 George Street North, Peterborough, Ontario, K9H 3R9". The Envelope is to be marked "**P-30-07 – LANDFILL RECYCLABLES**"

Faxed responses will not be accepted.

### 6.3 Proposal Addenda

It may be necessary for a variety of reasons to issue addenda that may include, but not be limited to:

- i) Correction to the Proposal documents and related forms.
- ii) To extend closing dates for the proposal.
- iii) Clarification of parts of the Proposal documents.
- iv) Responses to specific questions asked by one proponent that the Senior Director of Corporate Services (or his designate) feels should be made available to all proponents.
- v) Retraction or cancellation of the Proposal.

All addenda issued to proponents who have received Proposal documents will include a covering letter asking the recipient to confirm receipt of the most recent addendum and any previous addendum via fax, or mail (if the proponent does not have a fax available.)

The addendum will be faxed if the addendum material is suitable for faxing and the proponent has provided the company's fax machine number.

If the addendum is too lengthy to be sent via fax, or if the company does not have a fax machine, the addendum material will be sent via regular mail, courier, or hand delivered depending on addendum issue date relative to the closing date of the Proposal.

Addenda will be faxed or mailed to the latest fax/address as provided by the proponent. It is the proponent's responsibility to notify Corporate Services of any changes to their fax number or mailing address.

If a proponent does not reflect the proper number of addenda issued on the Proposal documents submitted, the Proposal may be rejected.

Although the City will make every reasonable effort to ensure a proponent receives all addenda issued, it is the proponent's ultimate responsibility to ensure all addenda have been received.

When a proponent downloads the document from the City's website, they **must provide the City of Peterborough Corporate Services with company information**, including fax number to be advised of addenda when issued or further information, and to be placed on the proponent's list (Information should be provided to [fin@peterborough.ca](mailto:fin@peterborough.ca)).

All addenda will be posted on the City's web page at [www.peterborough.ca](http://www.peterborough.ca) under Online Service, click on the Tender tab for **P-30-07** and proponents should refer to the Home page before submitting to ensure they are aware of all addenda.

### 6.4 Agreement to Bond

Each tender submission must be accompanied by an Agreement to Bond on the Bidder's bonding company's form.

## **7.0 GENERAL TERMS AND CONDITIONS**

### **7.1 Intent of Proposal**

The intent of this proposal is to provide viable options available in the marketplace for processing of recyclable materials generated in a municipal environment.

### **7.2 Freedom of Information Act**

The proponent hereby consents to disclosure of any information contained in their Proposal document, pursuant to The Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, C.M. 56.

### **7.3 Employees**

In the performance of this contract, the Proponent shall be an independent Proponent. Neither the Proponent nor any of their employees shall be deemed to be employees of the City or the County of Peterborough.

### **7.4 Rejection of Proposal**

The Corporation of the City of Peterborough and the Corporation of the County of Peterborough reserve the right to reject any or all Proposals.

### **7.5 Form of Proposal**

All proposal submissions must be in the required form of submission format as referenced in **Section 12.0** and address the evaluation criteria as referenced in **Section 10.0**. Additional supporting documentation may be placed in appendices or attachments.

The prices quoted shall be valid for a period of **ninety (90) days** following the opening of the Proposals.

### **7.6 Quantities**

Quantities shown are estimates only and the City does not guarantee any volume. The City reserves the right, at its sole discretion, to provide either more or less.

### **7.7 Research and Development**

The City reserves the right at any time to take a portion of the recyclable items to be used for other purposes it deems appropriate such as, market research, bulking agent for compost, etc.

### **7.8 Invoicing and Payment Instructions**

The Proponent(s) shall weigh their collection vehicles at the City-owned scales at the waste management facilities to determine the net weight of the materials they are collecting. Invoices for collection and processing services shall be based on this net weight. The Proponent(s) shall accurately complete an invoice to the City indicating the total tonnes of material collected and processed. Copies of weigh scale receipts should be attached to the invoice.

Invoices shall be directed to:

Craig Simmons  
City of Peterborough  
Waste Management Division  
500 George St. N.  
Peterborough, Ontario K9H 3R9

**7.9 Facility Locations and Hours of Operation**

Arrangements for all material pick-ups shall be made through the appropriate on-site coordinator:

- 1) Peterborough County/City Waste Management Facility (Landfill)  
Located at 1260 Bensfort Road  
Monday to Friday from 8:00 am – 4:45 pm  
Saturday from 8:00 am – 3:45 pm  
On-Site Contact: Craig Simmons at 705-742-7777 ext. 2152
- 2) Peterborough Household Hazardous Waste Depot  
Wednesday to Saturday from 8:00 am – 4:00 pm  
400 Pido Road, Peterborough  
On-site Contact: Facility Supervisor at 705-876-1600

**7.10 Employment Insurance & Workplace Safety and Insurance Act**

The Successful Proponent(s) shall be responsible for Employment Insurance and Workplace Safety and Insurance Act contributions and other incidental expenses, and no extras will be allowed for such items. A WSIB certificate of clearance is required of the Successful Proponent(s) upon award of this contract, to be renewed once per year during the life of the contract.

**7.11 General Liability Insurance**

The Successful Proponent(s), at its expense, shall obtain and file with the City and the County prior to commencement of the work and shall keep in force until the Work is completed comprehensive general liability insurance in respect of the Work (including insurance for personal injury and property damage in respect of all equipment and all motor vehicles used or to be used in connection with the Work and contractual liabilities) with minimum inclusive limits of two million dollars (\$2,000,000), all with such insurers and in such forms as may be approved by the City and the County, with the City and the County added as an additional third party insured (with a cross liability endorsement provision provided in such insurance policy).

**7.12 The Occupational Health and Safety Act**

The Successful Proponent(s) shall comply with all conditions and regulations of the Occupational Health and Safety Act 1978 and Regulations and amendments thereto, any other Federal or Provincial Statute or Local By-Law concerning safety or any other phase of his work on this contract.

The requirement for the safety and protection of workers in the processing operation, including protective clothing, traffic control and protective devices, is the responsibility of the Successful Proponent(s). All work must be completed in accordance with the Occupational Health and Safety Act (OHSA) and the proponent's own Health and Safety Policy.

**7.13 Loss and Damage**

The City and County will not in any manner be answerable or accountable for any loss or damage that shall or may happen to the said work, or any part or parts thereof respectively, or for any of the materials or other things used and employed in finishing and completing the work or for any injury to any person or persons, either workers or the public, or for any damage to the adjoining property. The Successful Proponent(s) will properly guard and make good all damage which may arise or be occasioned by any cause connected with the contract, or the work done by the Successful Proponent(s), and will indemnify and keep indemnified the City of Peterborough and County of Peterborough against the same, until the completion of all the work required.

**7.14 Rights of the City and County of Peterborough**

The City and County of Peterborough will retain the right to ensure that an acceptable standard of use, service and operation is maintained.

**7.15 Contract Award**

The City reserves the right to award the proposal in its entirety or in part to one or more bidders in accordance with its requirements. Prior to the award, the City reserves the right to perform a site visit at the bidder's facilities for the purpose of evaluating the bidders submission.

**7.16 Agreement**

The Successful Proponent(s) agrees that within seven (7) days of receiving the agreement forms, the Successful Proponent(s) will execute in triplicate and return to the City, the signed Agreements together with the required Insurance Certificates.

**7.17 Confidentiality**

The Proponent recognizes that it will, by the nature of the services being provided to the City and County, have access to confidential information. It is understood and agreed that the Proponent, its employees, agents, representatives and officers, (the "Proponent") shall hold all information, whether confidential or not, in the strictest confidence. The proponent shall not disclose, nor permit by any act or failure to act the disclosure of, any information to any third party at any time during or after the term of its contract with the City and/or the County. Nor will the proponent use any information however obtained as a result of performing duties for the City or the County for its own commercial, financial, or personal advantage. The proponent also acknowledges that it may be held both criminally and civilly responsible for any breach of confidentiality.

**7.18 Certificate of Approval**

A copy of the proponent(s)' current relevant Certificate of Approval(s) for the transportation and/or processing of waste materials, and/or the first page of Certificate of Approval for the end users' disposal facilities must be submitted with the bid.

## 8.0 BACKGROUND

### 8.1 Introduction

The City of Peterborough is pleased to provide an opportunity for qualified and experienced Proponents to submit proposals for the collection, transportation and processing of various recyclable materials that are segregated at two of our waste management facilities. These facilities service residents of both the City and the County of Peterborough, having a combined population of 123,500. The materials requiring service are recyclable materials collected at waste management facilities, including: segregated scrap metal, gypsum wallboard (drywall), clean wood, shingles and tires, and commingled construction and demolition wastes. It is the intent of the City and County to enter into a contract with one or more Proponents for this service for a period of two (2) years beginning February 1, 2008. Bidders may bid on one or more of the materials.

### 8.2 Background

The City currently operates a Waste Management Facility (Landfill), located at 1260 Bensfort Road, which is jointly owned by the City and the County of Peterborough. With the enhancement of the Landfill in 2006, additional waste materials were segregated for recycling in anticipation of long term, viable markets. These include clean wood, gypsum/drywall, scrap metal, and tires. Shingles and other commingled construction and demolition materials are not currently segregated, but would be should suitable markets be found. In addition to the Waste Management Facility (WMF), the City also generates quantities of scrap metal from the operation of its Household Hazardous Waste/Electronics Recycling Depot.

Actual quantities of each material that were collected over the 12 months between of July 1, 2006 and July 1, 2007 are listed below:

Material	Waste Management Facility	Household Hazardous Waste Depot
Clean wood	200 tonnes	N/A
Drywall	626 tonnes	N/A
Scrap metal	401 tonnes	35 tonnes
Tires	103 tonnes	N/A
Shingles	Estimated 4,285 tonnes	N/A
Commingled construction and demolition Materials	Estimated 1,561 tonnes	N/A

### 8.3 Material Descriptions

The material storage bins for recyclables are segregated at both the WMF and the HHW Depot, and the deposit of contaminants is not permitted. It is anticipated, however, that some contaminants can be expected and that the Proponent will not be compensated extra to remove contaminants, nor shall the City be held responsible for any damages that may result due to contaminants. The City has provided a list of the description of each material stream however, in **Appendix B – Pricing Form (i)** please clarify the description, particularly if there are additional items or restrictions on the materials.

**8.3.1 Clean Wood**

Any wood item without paint, varnish, preserving stains, laminates, or glue. May or may not contain ferrous or non-ferrous metals in the form of nails, hinges, etc. May or may not contain small amounts of non-metal adherents. May or may not contain woody plant material that has not been saw milled or kiln dried. Does not include pressure treated wood, or wood that has been treated with creosote base preservatives. Examples of clean wood include: dimensional lumber, pallets, wooden crates, cable spools, bamboo, small amounts of wood shavings, etc.

**8.3.2 Drywall/Gypsum Wallboard Scrap**

Includes both new and used gypsum board scrap. May include paint, wallpaper, and drywall screws. Does not include cement or wood.

**8.3.3 Scrap Metal**

Scrap metal from the WMF may be a mix of many ferrous and non-ferrous metal items, including but not limited to: appliances\*, hot water tanks, bicycles, car parts, sheet metal, siding, pipes, window frames, doors, duct work, rebar, wire, cable, metal furniture, tire rims and rolled steel shapes. Many articles will contain non-ferrous attachments, including plastic, fabric and glass. Scrap metal from the HHW Depot is mainly in the form of computer casings from the electronics recycling.

***\*The City will be responsible for removing all Freon from refrigeration appliances.***

**8.3.4 Tires**

Car passenger, over-the-road and implement tires, large farm tires and heavy equipment tires. Both on-road and off-road rubber tires are accepted at the WMF (Landfill). May or may not include metal rims.

**8.3.5 Commingled Construction & Demolition Material**

Commingled or unseparated mixed construction and demolition debris, including clean wood products, plaster, drywall, bricks, concrete, concrete with rebar, roofing materials, flooring materials (except for carpet), household fixtures (e.g. toilets, sinks, tubs, cupboards), and scrap metal. This material excludes household garbage, furniture, plastics and styrofoam.

**8.3.6 Shingles**

Post consumer or tear-off asphalt shingle scrap, which may also include roofing nails and/or staples, aluminum drip edging and flashing, and tar paper or roofing felt.

## **9.0 SCOPE OF WORK**

### **9.1 Scope of Work**

The Successful Proponent(s) shall supply all labour, equipment, material, fuels, licenses, permits, insurance, safety precautions, security and all things necessary to perform the work of the Contract including the processing and/or sale of collected materials and transport to the processing facility. Proponents are invited to visit either of the sites during the RFP request period, to view existing stockpiles of collected material.

The Successful Proponent(s) shall weigh their collection vehicles at the City-owned scales at the waste management facilities to determine the net weight of the materials they are collecting. Invoices for collection and processing services shall be based on this net weight. The Proponent(s) shall accurately complete an invoice to the City indicating the total tonnes of material collected and processed. Copies of weigh scale receipts should be attached to the invoice.

### **9.2 Recycling and Marketing Plan**

A recycling and marketing plan must be submitted with each bid (**Appendix C**). Failure to submit a recycling and marketing plan with each material bid may result in disqualification of the bid.

Under no circumstances shall any recyclable material hauled from a City of Peterborough facility be disposed of unlawfully or placed in a landfill, unless prior approval by the City is received.

### **9.3 Compliance with Regulations**

The Successful Proponent(s) shall collect, transport, store, process and utilize all recyclable materials awarded to them in compliance with local, Provincial and Federal regulations.

Successful Proponent(s) must indicate if they, or any sub-contractor, have ever received a notice of violation or litigation related to any violation from the Ministry of the Environment, the Ministry of Transportation, or any other regulatory agency regarding the transportation, storage, processing or end uses for the material. Violations, litigation or pending litigation may be considered as a basis for the rejection of a bid.

### **9.4 Frequency of Service**

The Successful Proponent(s) shall remove materials from the specified work locations within 72-hours of notice by the City, and provide adequate storage containers at all times if the option of providing rental bins is taken. Failure to remove waste will be considered cause for withholding payment and termination of the Contract.

### **9.5 Duration of Contract**

The Successful Proponent(s) will be awarded a contract for 24-months, beginning as early as February 1, 2008. There will be an option to extend for one additional year.

### **9.6 Materials to be Processed**

The Successful Proponent(s) will be expected to receive and process the materials as outlined in the **Pricing Form – (I) in Appendix B**.

**9.7 Residue**

The Successful Proponent(s) will be responsible for any associated residue resulting from the collection, transportation and processing of the material, including associated tipping fees.

**9.8 Site Visits**

The Successful Proponent(s) will cooperate fully with the City or County in conducting any visits to the processing facility to view processing operations and to confirm that materials are being properly processed and marketed. Such visits may be conducted with reasonable prior notice. The Successful Proponent(s) will advise the City or County of visit procedures, the contact person and contact information upon award.

**9.9 Reporting Requirements**

The Successful Proponent(s) shall forward to the City on a weekly basis and in an approved format, weigh scale tickets of all outgoing loads of material with the following information:

- Material type
- Truck number and license plate number
- Gross and tare truck weights, and net weight of each load
- Date and time weighed in and out

**9.10 Exceptions**

In the event that a proponent wishes to deviate from the specifications or requirements of this RFP, their proposal must clearly identify these items. Such exceptions must be clearly identified and listed in a separate section clearly headed 'Exceptions' (**Appendix B: Pricing Forms - iii**). The City and the County will consider exceptions, if any, as part of the Proposal evaluation and reserves the right to accept or reject exceptions.

**9.11 Certification from the Facility Owner (if applicable)**

Owners of processing facilities listed in the **Recycling and Marketing Plan (Appendix C)**, if other than the Proponent, must provide written certification that their facility has the necessary capacity and capability to process the proposed material quantities in a consistent, uninterrupted manner within the requirements of all governing regulatory agencies. **Certification to be in the form of a signed letter from the owner/manager of the facility in question.**

**10.0 EVALUATION/ AWARD OF PROPOSAL**

**10.1 Evaluation Committee**

The Evaluation Committee shall consist of staff from the City of Peterborough and the County of Peterborough. By responding to this RFP, proponents agree to accept the decisions and recommendations of the Evaluation Committee as final and binding.

**10.2 Evaluation Schedule**

The proposed evaluation schedule includes:

- Closing of the Proposal December 13, 2007
- Evaluation by Evaluation Committee December 2007
- Report to City Council and County Council January 2008
- Project initiation as early as February 1, 2008

**10.3 Evaluation Criteria**

The RFP will be evaluated against the following criteria, as listed below. The City and County shall be the sole judge of proposals and their decision shall be final.

Component	Maximum Score
1. Provision of a current Certificate of Approval (mandatory)	Yes or No
2. Agreement to Bond (mandatory)	Yes or No
3. Certification from site owner, if applicable	Yes or No
4. Appendix A: Proposal Bid Form	Yes or No
5. Appendix B: Pricing Forms (i & ii)	50
6. Appendix C: Recycling and Marketing Plan	25
7. Appendix D: References	25
<b>Total Score</b>	<b>100</b>

Proposal evaluation results are the property of the City. The City reserves the right to accept or reject any or all bids. The City reserves the right to award in whole or in part on any of the services required.

**11.0 ERRORS AND OMISSIONS**

**11.1** It is understood and agreed that this proposal includes specific requirements. The City of Peterborough shall not be held liable for any errors or omissions in any part of this bid document.

**11.2** Nothing in the proposal document is intended to relieve the proponent from forming their own opinions and considerations with respect to the matters addressed in the proposal document.

**11.3** There will be no consideration of any claim after submission of proposals, that there is a misunderstanding with respect to the conditions imposed by the contract.

## **12.0 SUBMISSION CHECKLIST**

**12.1 1 original and 4 copies, for a total of 5 submissions**

**12.2 Submission is to contain the following:**

- Proposal Bid Form - **Appendix A**
- Pricing Forms (i & ii) – **Appendix B**
- Recycling and Marketing Plan – **Appendix C**
- References– **Appendix D**
- Copy of Certificate of Approval
- Certification from site owner(s), if applicable
- Agreement to Bond

**APPENDIX A: PROPOSAL BID FORM**

This Form of Proposal is being submitted by:

**{Insert Company Name – type or print legibly}**

1. I/We declare that this proposal is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a proposal for the same work and is in all respects fair and without collusion or fraud.
2. I/We declare that all matters stated in the submitted proposal are in all respects true.
3. I/We have carefully read the Request for Proposal Document P-30-07, and have satisfied ourselves as to the conditions under which the work is to be carried out, and do hereby make an offer with the Corporation of the City of Peterborough and the Corporation of the County of Peterborough to provide the necessary services for the completion of the TRANSPORTATION AND PROCESSING OF LANDFILL RECYCLABLES at a price indicated on Pricing Forms located in Appendix B.
4. I/We acknowledge that \_\_\_\_\_ addenda have been received and that it is my/our ultimate responsibility to ensure all addenda issued have been received.
5. I/We agree that by responding to this Request for Proposal, proponents agree to accept the decisions and recommendations of the Evaluation Committee as final and binding.
6. The preferred start date for this contract is February 1, 2008.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

_____		_____	
Firm or Organization Name		Signing Authority	
_____		_____	
Street Address		Signature	
_____		_____	
City	Postal Code	Telephone and Fax Number	



**APPENDIX B: PRICING FORM (ii)**

For the purpose of the RFP, all prices are without applicable taxes. Volumes/tonnages are anticipated to be similar for the duration of the 2-year contract, for each material type. There is no guarantee on the volume. Volumes will vary throughout the year.

**Option A: FOB Your Facility**

<b>Processing Fee</b>		
<b>Material Streams</b>	<b>Estimated Tonnes per year</b>	<b>Price/tonne</b>
Drywall	625 tonnes	\$
Shingles	4,285 tonnes	\$
Scrap Metal from WM Facility	400 tonnes	\$
Scrap Metal from HHW Depot	15 tonnes	\$
Tires	100 tonnes	\$
Clean Wood	200 tonnes	\$
Construction and Demolition	1,561 tonnes	\$

**Option B: 40 yard Roll-off Bin and Haulage provided by Successful Proponent(s)**

<b>Processing and Haulage Fee</b>		
<b>Material Stream</b>	<b>Estimated Tonnes per Year</b>	<b>Price/tonne for processing, bin rental and haulage</b>
Drywall	625 tonnes	\$
Shingles	4,285 tonnes	\$
Scrap Metal from WM Facility	400 tonnes	\$
Scrap Metal from HHW Depot	15 tonnes	\$
Tires	100 tonnes	\$
Clean Wood	200 tonnes	\$
Construction and Demolition	1,561 tonnes	\$

**APPENDIX B: PRICING FORMS (ii - continued)**

Please indicate which taxes are applicable \_\_\_ PST \_\_\_ GST

**Authorization for pricing submitted**

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Firm or Organization Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Signing Authority

\_\_\_\_\_  
City Postal Code

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone and Fax

**APPENDIX C: RECYCLING AND MARKETING PLAN**

Material	Description of Process	Proposed End Use(s)

**Attach additional page(s) in the same format if required.**

**APPENDIX D: REFERENCES**

Please give the names of three clients, other than the City or County of Peterborough, for whom you are performing or have performed similar work.

Company	Contact Person and Telephone	Description and Estimated Value of the Contract	Year(s)
1.		\$ _____	
2.		\$ _____	
3.		\$ _____	