The Corporation of the Township of Selwyn

Negotiable Request for Proposals

For Garbage Collection

Request for Proposal:	**Garbage Collection**
Issue Date:	**November 20, 2026**
Questions Due:	**December 21, 2026, by 12:00 p.m. ET**
Proposal Submission Deadline:	**January 5, 2027, at 12:00 p.m. ET**
Award:	**January 20, 2027**
Start Date:	**June 1, 2027**

The Corporation of the Township of Selwyn reserves the right to accept or reject all or part of any Bid and also reserves the right to accept other than the lowest Bid and to cancel this Call for Bids at any time.

All purchases made by the Corporation of the Township of Selwyn are made in accordance with our Procurement Policy, which covers the acquisition of all goods and services.

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Part 1 Introduction and Background

1.1 Purpose of Procurement

This Negotiable Request for Proposals (the “NRFP”) is issued by the Corporation of the Township of Selwyn (the “Township”) for the provision of weekly curbside collection services of garbage throughout the Township for final disposal at the Peterborough County City Waste Management Facility (“PCCWMF”).

More detailed requirements are set out in Part 5 Specifications Schedule.

This is a Negotiable RFP. It is conceivable that these events will not occur due to the discretion of the Township and/or any proponent to not proceed, as there is no legally binding obligation on the Township or any Proponent to proceed. See Section 2 (Not a Tender, No “Contract A”/ “Contract B”).

1.2 Buying Canadian

Buying Canadian:

Due to the ongoing Trade war between the United States and Canada, the Townships will be supporting our local and national businesses, providing preference to those businesses that can attest to being an “Ontario Business”, a “Canadian Business”, or a “Canadian Trade Partner Country” as defined in this document.

Bidders should provide details of the origin/source of their products and their company. This information will be reviewed in the proposals.

Emergency Procurements:

Procurements needed to address a situation that is both urgent and unforeseen (i.e. emergencies) will follow the internal Emergency Procurement procedure to effectively manage the situation.

1.3 Agreement

It is expected that the Highest Ranking Proponent, if any, will be invited to sign a comprehensive agreement setting out the terms and conditions that will apply to the purchase of Goods/Services.

The Township and successful bidder will negotiate the final Agreement.

It is intended that only a single Highest Ranking Proponent will be selected to sign an Agreement.

See Section 4 Finalization of Agreement with Ranking Proponent.

1.4 Agreement – Term

The term of the agreement shall be a seven (7) year term with the option to renew for three (3) one-year renewals. The original term of the agreement shall commence on June 1, 2027, and expire on May 31, 2034.

Upon mutual agreement between the Township and the successful contractor, the optional years are as follows:

- Optional Year 1 – June 1, 2034, to May 31, 2035
- Optional Year 2 – June 1, 2035, to May 31, 2036
- Optional Year 3 – June 1, 2036 to May 31, 2037

1.5 Agreement – Proof of Insurance

Regardless of whether proof of insurance coverage is required or otherwise provided as part of a Proposal, the Township may – as a pre-condition to signing an Agreement – require a successful Proponent to provide proof of insurance coverage in the form of a valid certificate of insurance as required by the Agreement. Failure to provide that proof of coverage within the time period specified by the Township may result in the Township rescinding that award notification and entering into negotiations with the next-highest Proponent.

1.6 Agreement – Insurance Requirements

Proponents are strongly advised to contact their respective insurance broker(s) to assess the impact the insurance coverage requirements set out in the bid document may have on their proposals and pricing. Proponents are expected to cover all required insurance-related costs in their proposed pricing.

The Successful Proponent shall maintain insurance acceptable to the Corporation of the Township of Selwyn throughout the term of the Agreement for the entire duration of the work. The Successful Proponent, as the Primary Consultant, shall be responsible for ensuring that all sub-consultants and any other individuals or companies hired and/or assigned in relation to this agreement satisfy the Primary Consultant's insurance expectation for the work that they are hired for or assigned.

All insurers shall be licensed to conduct business in the Province of Ontario, or, where the insurer is not so licensed, coverage should be arranged through a broker or brokerage that is licensed in the Province of Ontario.

The Successful Proponent shall deliver the following within ten (10) working days of receiving an acceptance notice, providing a Certificate of Insurance evidencing the coverage stipulated below:

Commercial Property Insurance
All risks (including sewer damage, flood and earthquake) property insurance in an amount equal to the full replacement cost of property of every description and kind owned by the contractor or for which the contractor is legally responsible, and which will be used to provide the services.

Commercial General Liability Insurance
Commercial General Liability, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit of **not less than $5,000,000.00 per occurrence**, an aggregate limit of **not less than $10,000,000.00**, within any policy year with respect to completed operations and a deductible of not more than $25,000.00. The policy shall include an extension for a standard provincial and territorial form of non-owned automobile liability policy. This policy shall include but not be limited to:

a) Naming: “The Corporation of the Township of Selwyn” as an Additional Insured
b) Cross-liability and severability of interest
c) Blanket Contractual
d) Products and Completed Operations
e) Premises and Operations Liability
f) Personal Injury Liability
g) Contingent Employers Liability
h) Owners and Contractors Protective
i) The policy shall include 30 days’ notice of cancellation

Business Vehicle Liability/Fleet Insurance
Commercial Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of **not less than $5,000,000.00 per occurrence for Third Party Liability,** in respect of the use or operation of vehicles owned, operated or leased by the Proponent.

Environmental Impairment Liability Insurance
The contractor shall carry an Environmental Impairment Liability Policy, underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of **not less than $5,000,000.00.** Coverage shall include bodily injury, property damage, clean-up and remediation costs.

Business Interruption Insurance
All Risks business interruption insurance that provides coverage for loss caused by any risk that is not specifically excluded.

Workplace Safety and Insurance Board (WSIB) Requirements

The Successful Proponent will be required to submit proof of Workplace Safety Insurance Board Coverage, within ten (10) working days of receiving the acceptance notice and shall maintain and provide the certificates as often as is deemed necessary by the Township during the term of the contract to ensure continued good standing with the Workplace Safety and Insurance Board.

1.7 Award

It is the intention of the Township to award this proposal in accordance with all applicable trade agreements, legislation and municipal procurement directives to the Highest-Ranked Proponent who best meets the needs of the Township. In the event of a conflict or inconsistency between requirements of applicable Trade Agreements and applicable Legislation or Directives, the requirements of the Legislation or Directives shall prevail to the extent of the conflict.

The Township reserves the right not to make award to the highest-ranking or any Proponent if it is determined that the cost of completing the work exceeds budgetary constraints.

The Award to the successful contractor shall constitute notice of acceptance of contract.

All Proposals are prepared at the sole risk and cost of the proponents. No payments shall be made to any proponent regarding the preparation and submission of Proposals.

The Notice of Award to the successful proponent shall constitute notice of acceptance of the bid submission. This acceptance shall be conditional on the successful negotiation of a signed Agreement and the proponent providing all documentation, security and certifications as required by the Proposal Document within ten (10) working days of the date that the notice of award. The proponent to whom the contract is awarded will be issued a purchase order or a blanket purchase order.

Notwithstanding and without restricting the generality of the statements above, the Township of Selwyn shall not be required to award or accept a proposal and may choose to either cancel the request for proposal or recall the proposals at a later date:

(a) When only one Proposal has been received as the result of a request for proposal.

(b) Where the highest ranking responsive and responsible proponent(s) exceeds the available project budget for the goods or services.

(c) When all Proposals received fail to comply with the specifications of the proposal.

(d) When a change in the scope of work, specifications or change in direction is required.

1.8 NRFP Timetable

The following is a summary of the key dates in the NRFP process:

Event	**Date**
NRFP Issue Date	November 20, 2026
Deadline for Questions (see Section 2 - Submission of Questions)	December 21, 2026
Proposal Submission Deadline	January 5, 2027 at 12:00 PM ET
Evaluation & Negotiation Period	Week of January 5, 2027 & Week of January 11, 2027
Intent to Award Notice (Acceptance Notice)	January 20, 2027
Project Start Date	**June 1, 2027**

The Township may change any of the above dates and times, including the Proposal Submission Deadline, in its sole discretion and without liability, cost, or penalty. If a change is made to any of the above dates, the Township will post any such change on the Bidding Website.

In the event of any change in the Proposal Submission Deadline, the Proponents shall thereafter be subject to the extended Proposal Submission Deadline.

1.9 NRFP Contact

To be considered in this process, each contractor should submit three (3) copies of their bid no later than 11:59:59 AM (according to the Administration lobby clock) January 5, 2027, to the Township of Selwyn as follows:

Delivery Address (do not mail - courier or hand delivery only)
Township of Selwyn
1310 Centre Line,
Selwyn, Ontario
K9J 6X5

Garbage Collection

The outside of the shipping carton/envelope must be clearly marked with the following;

- "Proposal – Garbage Collection”
- Contractor’s name
- Contractor’s mailing address

Any submission received after the above deadline will be returned unopened to the respondent.

Opening will take place at the Township of Selwyn Municipal Office, 1310 Centre Line, Selwyn, Ontario beginning at approximately **12:30 PM on January 5, 2027. Those wishing to observe the bid opening are invited to contact Madeline Ayotte, Financial Services Assistant, at mayotte@selwyntownship.ca by January 4, 2027, to obtain further details.**

During the bid opening, only the names of the Bidders will be announced. No pricing details will be disclosed.

NRFP Schedules
This NRFP includes the following Schedules:

- Specifications Schedule
- Rated Elements Schedule
- Pricing Schedule
- Form of Agreement Schedule

Part 2 NRFP Terms and Procedures

2.1 Definitions

In this NRFP, unless the context otherwise requires, the following terms have the meanings indicated below:

a) "**Agreement**" has the meaning ascribed in Section 1 Agreement.

b) "**Applicable Laws**" means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals, and other legal requirements of any government and/or regulatory authority in effect from time to time.

c) **"Bidding Website"** means the Township of Selwyn's website, used to publicly post this document (https://www.selwyntownship.ca/doing-business/bids-and-tenders/). Proposals must be submitted in paper format to the Township in accordance with the submission requirements outlined in this document.

d) "**Business Day**" or "**Business Days**" means Monday to Friday between the hours of 8:30 a.m. to 4:30 p.m. local time in Peterborough, Ontario, except when such a day is a public holiday, as defined in the Employment Standards Act (Ontario), or as otherwise agreed to by the parties in writing.

e) **"Canadian Business"** means a commercial enterprise that is incorporated, pursuant to the laws of Canada and which has ongoing business activities in Canada

f) **"Canadian-Made Good"** means a good that meets any **one** of the following criteria:

- wholly manufactured or originating in Canada
- at least 51% of the total direct costs of producing or manufacturing the good have been incurred in Canada
- labelled as "Made in Canada" or "Product of Canada"

g) **"Canadian Service"** means a service wholly provided by individuals (natural persons) located in Canada.

h) **"Company"** means the legal entity identified in the Tender/Quote/RFP document whose bid has been accepted by the Owner, and who is thereby engaged under the Contract to execute the Work, and includes its heirs, executors,

administrators, successors, and permitted assigns. The Company shall have all obligations and responsibilities of the Contractor under this Contract and, where applicable, under the Construction Act. Company = Contractor for all practical and legal purposes in this contract.

i) "**Conflict of Interest**" means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Proponent's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement.

j) **"Construction"** means construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, the supply of products and materials, the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure or other civil engineering or architectural work, but does not include professional consulting services related to the construction contract unless they are included in the procurement.

k) **"Contract"** means the agreement between the Owner and the Company formed by the acceptance of the Company's bid, including all tender/rfp/quote documents and any subsequent addenda or amendments.

l) **"Contractor"** means any individual or business having a contract with the Owner to furnish goods, services, or construction for an agreed upon price. Contractor equals Company for all practical and legal purposes in this contract.

m) "**Days**" means calendar days.

n) **"Domestic Supply Chain Plan" (DSCP)** means a procurement submission document that identifies the origin and supply sources of major goods and services proposed used to evaluate and prioritize Ontario-made and Canadian-made content under the Buy Ontario Procurement Directive framework

o) **"DSCP Total Value"** means the DSCP total value entered reflected in the DSCP

p) "**Eligible Proposal**" means a Proposal that meets or exceeds a prescribed requirement, allowing it to proceed to the next stage of the evaluation process.

q) "**Evaluation Matrix**" means the 10-point evaluation methodology set out at Section 4 Stage II – Evaluation of Rated Elements.

r) "**Evaluation Team**" means the individuals who have been selected by the Township to evaluate the Proposals.

s) "**Goods/Services**" means the goods/services that are the subject matter of this NRFP, as described in the Specifications Schedule.

t) **"Made-In Ontario Vehicle"** means a vehicle that is manufactured in Ontario and contains the number "2" as the first digit of the Vehicle Identification Number (VIN).

u) **"Major Goods"** means durable construction materials, systems or components that are essential to ensuring the operational readiness or performance of the deliverable, and include:

- structural materials: concrete, steel and other metals, lumber, stone, aggregates
- building envelope components: windows, glass, roofing systems, bricks
- mechanical and electrical systems: HVAC units, generators, elevators
- specialty items: prefabricated panels, major fixtures
- fixtures, furniture and equipment
- transit fleet vehicles

v) **"Ontario Business"** means a business entity that is incorporated, registered or carrying on business in the Province of Ontario under applicable Ontario or Canadian law.

w) **"Ontario Service"** means a service wholly provided by individuals (natural persons) located in Ontario

x) **"Ontario Vehicle Producer"** means an Original Equipment Manufacturer (OEM) that sells vehicles and would meet the threshold of 1,500 annualized jobs across their Ontario footprint of active and/or planned fully and partially owned vehicle assembly and plants

y) **"Ontario-Made Good"** means a good that meets any one of the following criteria:

- wholly manufactured or originating in Ontario

- at least 51% of the total direct costs of producing or manufacturing the good have been incurred in Ontario.

z) **"Owner"** means the Corporation of the Township of Selwyn, acting through its duly authorized representatives, and includes its successors and permitted assigns, and shall have the meaning of "Owner" as set out in the Construction Act.

aa) "**Personal Information**" means recorded information about an identifiable individual or that may identify an individual that is received or collected by the Township as part of this NRFP.

bb) "**Proponent**" or "**Proponents**" means an entity that submits a Proposal in response to this NRFP and, as the context may suggest, refers to a potential Proponent.

cc) "**Proposal**" or "**Proposals**" means all of the documentation and information submitted by a Proponent in response to the NRFP.

dd) "**Proposal Submission Deadline**" means the corresponding date and time as set out in Section 1 NRFP Timetable as may be amended from time to time in accordance with the terms of the NRFP.

ee) "**Ranking Proponent**" means the Proponent(s) that the Township has identified as the highest-ranked Proponent(s) in accordance with the evaluation process.

ff) "**Rectification Period**" means the period commencing on the date that the Township issues a rectification notice to the Proponent pursuant to Section 2 Rectification Period and running for the number of Business Days provided in that notice, expiring at 4:00 p.m. ET on the last Business Day.

gg) "**Negotiable Request for Proposals**" or "**NRFP**" means this Negotiable Request for Proposals issued by the Township, and all addenda thereto.

hh) "**NRFP Contact**" means the individual identified in Section 1 NRFP Contact.

ii) "**Supplier**" means the Proponent that is successful in this NRFP and that enters into the Agreement with the Township.

jj) "**Timetable**" means the timetable for this NRFP, as described at Section 1 NRFP Timetable.

kk) "**Township**" means The Corporation of the Township of Selwyn.

ll) "**Unfair Advantage**" means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to (i) possessing, or having access to, information in the preparation of its Proposal that is confidential to the Township and which is not available to other Proponents, (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the NRFP process (including the offer or giving of a benefit of any kind, by or on behalf of a Proponent to anyone employed by, or otherwise connected with, the Township), or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the NRFP process and result in any unfairness.

2.2 Interpretation

This NRFP shall be interpreted according to the following provisions, unless the context requires a different meaning:

a) Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender.

b) Words in the NRFP shall bear their natural meaning.

c) References to statute in this NRFP includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed, and which has the effect of supplementing or superseding such statute regulations.

d) References containing terms such as "includes" and "including", whether or not used with the words "without limitation" or "but not limited to", shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean "includes without limitation" and "including without limitation".

e) In construing the NRFP, general words introduced or followed by the word "other" or "including" or "in particular" shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.

f) Unless otherwise indicated, time periods will be strictly applied.

g) The following terminology applies in the NRFP:

    i) Whenever the terms "must" or "shall" are used in relation to the Township or the Proponents, such terms shall be construed and interpreted as

synonymous and shall be construed to read “the Township shall” or the “Proponent shall”, as the case may be.

ii) The term “should” relate to a requirement which the Township would like the Proponent to address in its Proposal.

iii) The term “will” describe a procedure that is intended to be followed.

2.3 Not a Tender, No “Contract A” / “Contract B”

Notwithstanding any other provision of this NRFP:

a) this NRFP is merely a call for proposals; it is not an offer to enter into a bidding contract (referred to as “Contract A”) or a tender call intending to place legally binding obligations on the Township or any Proponent to enter into an agreement or to be bound by any of the terms of that Proponent’s Proposal; and

b) It is not the intention of the Township to enter into an agreement for the Goods/Services described in this NRFP or enter into any other legally binding obligations unless and until the Township has negotiated and finalized a separate written agreement satisfactory to both the Township and a Proponent, if any, with whom the Township decides to negotiate.

Proposals are revocable by Proponents. Proponents may withdraw from this process at any time.

The Township is under no obligation to consider any modifications to a Proposal by a Proponent following the Proposal Submission Deadline. Proposals and related information about Proponents will be assessed during the evaluation of Proposals and accordingly, misleading, or incomplete information, including withdrawn or altered information or pricing, could adversely impact any such evaluation (or result in the Township revisiting that evaluation) and may result in disqualification (in the Township’s sole discretion).

2.4 Restricted Communications

Proponents that fail to comply with the requirement to direct all communications to the NRFP Contact may be disqualified from the NRFP process. Without limiting the generality of this provision, Proponents may not communicate with or attempt to communicate with the following (unless instructed to by the NRFP Contact):

a) any Township councillor, officer, employee, or agent (other than the NRFP Contact).

b) any member of the Evaluation Team.

c) any expert or advisor assisting the Evaluation Team.

d) any other elected official of any level of government, including any advisor to any elected official.

2.5 Authorized Communications, Amendments, Waivers

Proponents are advised that from the date of issue of the NRFP through any award notification:

a) only the NRFP Contact is authorized by the Township to amend or waive the requirements of the NRFP pursuant to this NRFP; and

b) under no circumstances shall a Proponent rely upon any information or instruction from any commissioner, officer, employee, agent of the Township unless the information or instruction is provided in writing by the NRFP Contact.

2.6 No Guarantee of Volume of Work or Exclusivity of Contract

The Township makes no guarantee of the value or volume of work to be assigned to the successful Proponent. Any Agreement executed with the successful Proponent will not be an exclusive contract. The Township may contract with others for the same or similar Goods/Services to those described in this NRFP or may obtain the same or similar Goods/Services internally.

2.7 Due Diligence, Inconsistencies, Errors, Etc.

Every Proponent is responsible for conducting their own investigations and due diligence necessary for the preparation of its Proposal. Every Proponent should carefully review the NRFP to ensure that there is no reason to believe there are any inconsistencies, errors, omissions, or ambiguities in any part of the NRFP.

If a Proponent has any reason to believe that there are any inconsistencies, errors, omissions, or ambiguities in any part of the NRFP, the Proponent should raise this as soon as possible as part of the question-and-answer process pursuant to Section 2 Proponent Questions, but in any event must notify the NRFP Contact in writing prior to submitting a Proposal. The NRFP Contact will then clarify the matter for the benefit of all Proponents.

2.8 Proponent Questions – Submission of Questions

The Township will use the following process regarding any contractor question or other request for clarification of any aspect of the Proposal:

a) Contractors must submit requests for clarification via email

b) Reference should be made to the specific section number and page of the tender.
c) Requests for clarification must be submitted prior to the deadline for questions.

2.9 Proponent Questions – Responses to Questions

The Township will make reasonable efforts to provide contractors with written responses to questions that are submitted in accordance with Section 2.1.

Questions and answers will be distributed in numbered addenda to contractors by posting such addenda on December 21, 2026. In answering contractor's question(s) in any addenda, the Township will set out the question(s), but without identifying the contractor that submitted the question(s). Also, the Township may, in its sole discretion:

a) Edit the questions for clarity.
b) Exclude any questions that are either unclear or inappropriate.
c) Provide a single, consolidated answer to similar questions from various contractors.

Where an answer results in any change to the NRFP, such answer will be formally documented through the issue of a separate addendum reflecting that change.

2.10 Issued Addenda

The Township will only amend or supplement the NRFP by issuing an addendum. Any amendment or supplement to the NRFP made in any other manner will not apply to the NRFP.

Proponents shall acknowledge receipt of any addenda.

It is the responsibility of the Proponent to have received all Addenda that are issued.

The Proponent is solely responsible to:

a) make any required adjustments to their Proposal; and

b) acknowledge the addenda; and

c) Ensure the re-submitted Proposal is Received no later than the stated bid closing time and date.

2.11 Document Availability

The NRFP document will be publicly available on the Township of Selwyn's website. Interested proponents are responsible for obtaining and reviewing the NRFP document, including any addenda issued by the Township.

2.12 Proposal Submission

To be considered in the NRFP process, a Proponent's Proposal must be received by the Proposal Submission Deadline and must be submitted as set out in this Section. Proposals submitted in any other manner will be disqualified.

There is no requirement for proponents to register or pick up a physical copy of the NRFP document in order to submit a Proposal.

2.13 Withdrawal of Proposal

A Proponent may withdraw its Proposal at any time prior to the Proposal Submission Deadline.

To withdraw a Proposal prior to the Proposal Submission Deadline, it must be requested in writing. The Township has no obligation to return withdrawn Proposals.

2.14 Amendment of Proposal

A Proponent may amend its Proposal after submission, but only if the amended Proposal is resubmitted in paper format in accordance with Section 2.12 before the Proposal Submission Deadline.

2.15 Rectification Period

If the Township determines that a Proposal fails to contain the elements listed in the Mandatory Requirements Schedule or has some other technical irregularity, the Township may issue a rectification notice to the applicable Proponent, identifying the irregularity and granting the Proponent an opportunity to rectify it.

If, prior to the expiry of the Rectification Period, the notified Proponent rectifies the irregularity (and delivers the rectified element(s) according to Section 2 Proposal Submission or as otherwise stated in the notice), the Township will consider the rectified element(s) during the evaluation process.

If the notified Proponent fails to do so, its Proposal may be disqualified.

2.16 Clarification of Proponent's Proposal

The Township shall have the right at any time after the Proposal Submission Deadline to seek clarification from any Proponent in respect of that Proponent's Proposal, without contacting any other Proponent. The Township shall not be obliged to seek clarification of any aspect of any Proposal.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change the Proponent's Proposal in any substantive manner. Subject to the qualification in this provision, any written information received by the Township from a Proponent in response to a request for clarification from the Township may be considered to form an integral part of the Proponent's Proposal, in the Township's sole discretion.

2.17 Verification of Information

The Township may:

a) verify any Proponent's statement or claim made in the Proponent's Proposal or made subsequently in any subsequent communication by whatever means the Township may deem appropriate, including contacting persons in addition to those offered as references;

b) reject any Proponent's statement, claim or Proposal, if such statement, claim, or Proposal is patently unwarranted or is doubtful; or

c) access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and the Township shall agree on reasonable access terms, including pre-notification, extent of access, security, confidentiality and the allocation and amount of any costs incurred in connection with such access.

2.18 Samples

Samples when required must be submitted strictly in accordance with the Township's instructions. If samples are requested subsequent to the Proposal Submission Deadline, they must be delivered within 3 Business Days following request, unless additional time is granted. Samples must be submitted free of charge and will be returned at the Proponent's expense, if so requested, provided they have not been destroyed by tests, or provided they are not required for comparison purposes.

The acceptance of samples by the Township shall be at its sole discretion and any such acceptance shall in no way be construed to relieve the Supplier of its obligations under the Agreement or constitute a waiver of the Township's rights or requirements under the Agreement.

2.19 No Publicity or Promotion

No Proponent, including the Ranking Proponent, should make any public announcement or distribute any literature regarding this NRFP or otherwise promote

itself in connection with this NRFP or any arrangement entered into under this NRFP without the prior written approval of the Township.

If a Proponent, including the Ranking Proponent, makes a public statement either in the media or otherwise that is contrary to the Township's wishes noted above, then:

a) the Township may disqualify that Proponent; and

b) although the Township intends to treat all Proposals as confidential, the Township may disclose any information about a Proponent's Proposal to provide accurate information and/or to rectify any false impression which may have been created.

2.20 Confidentiality and Privacy – Confidential Information of the Township

At any time during this NRFP process, the Township may request that all Proponents (or all Eligible Proponents, depending on the stage of the process) to sign a confidentiality agreement in connection with matters arising out of this NRFP, and as a mandatory requirement to continue to participate in the NRFP. Proponents that decline to sign such an agreement may be ineligible to continue to participate in the NRFP.

2.21 Confidentiality and Privacy – Confidential Information of the Proponent

Except as provided otherwise in this NRFP, or as may be required by Applicable Laws, the Township will treat the Proponents' Proposals (including, but not limited to pricing and product information) and any information gathered in any related process as confidential and will restrict access to such information to those of its employees or advisors who require access to the information for the purposes of this NRFP and who are subject to binding confidentiality obligations.

The Township does not intend to treat as confidential any information that is or becomes generally available to the public other than as a result of disclosure by the Township.

2.22 Confidentiality and Privacy – Personal Information

Personal Information shall be treated as follows:

a) **Submission of Information** – The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of individuals who will be assigned to the project unless specifically requested. Should the Township request such information, the Township will treat this information in accordance with the provisions of this section and will maintain the information for a period of up to 7 years from the time of collection.

b) **Use** – Any Personal Information that is requested from each Proponent by the Township shall only be used (i) to select the qualified individuals to undertake the

project; (ii) to confirm that the work performed is consistent with these qualifications; (iii) for any audit of this procurement process; and (iv) in the case of the Supplier, for contract management purposes.

c) **Consent** – It is the responsibility of each Proponent to obtain the consent of such individuals prior to providing the information to the Township. If any Personal Information is disclosed to the Township by a Proponent, the Township will consider that the appropriate consents have been obtained for the disclosure to and use by the Township of the requested information for the purposes described herein.

2.23 Debriefing

Proponents are entitled to request a debriefing meeting with the Township. Such requests must be made to the NRFP Contact within 60 Days following the date of posting of a contract award notification in respect of the NRFP.

Debriefing meetings will be held by telephone, virtual or in person at the Township of Selwyn's offices, unless otherwise agreed.

2.24 Bid Protest Procedure

Before initiating the bid dispute process, Proponents should raise their concerns with the NRFP Contact, either as part of the question-and-answer period or (if feasible) a debriefing. If the Proponents is not satisfied with the outcome, and wishes to initiate a formal bid dispute, the Proponents must follow the steps set out in the Township's bid dispute procedure (summarized below).

All bid disputes will receive a formal review and all Proponents who initiate a bid dispute in accordance with the Township's procurement policy will be provided with a formal response.

A bid dispute must be submitted to the Township within 10 Days of the circumstances giving rise to the dispute. To submit a bid dispute, Proponents must:

- attach a detailed description of the bid dispute.
- provide any additional relevant background information.

All documentation must be addressed to:

Attention: Treasurer
Township of Selwyn
1310 Centre Line,
Selwyn, Ontario
K9J 6X5

Once a bid dispute has been received, the Treasurer will initiate a review of the matter. The Treasurer will complete that review and provide a response to the Proponent as soon as reasonably possible, but generally within 14 Days.

If the Proponent is not satisfied with that response, it may, by written notice to the NRFP Contact within 3 Days of that response, escalate the bid dispute to the Chief Administrative Officer. The Chief Administrative Officer has the discretion to refuse to investigate the matter if they believe it is frivolous, vexatious, or otherwise without merit. If the Chief Administrative Officer decides to investigate, they will complete a review and provide a response to the Proponent as soon as reasonably possible, but generally within 10 Days. That response shall be the final response from the Township regarding the bid dispute.

The Township may, in its sole discretion, escalate any bid dispute directly to the Chief Administrative Officer.

Filing a bid dispute does not affect a Proponent's ability to participate in ongoing or future procurement opportunities with the Township.

2.25 Municipal Freedom of Information and Protection of Privacy Act

The *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O 1990, c. M.56 applies to records in the custody or control of the Township and includes any information provided by Proponents in connection with this NRFP. Such information may be subject to requests for access under that Act and can only be withheld from disclosure in specific circumstances.

A Proponent should identify any information in its Proposal that, if disclosed to any other person, would harm that Proponent's competitive position. Generally, only specific portions of a Proposal should be identified.

Privacy Impact Assessment

If applicable, Privacy Impact Assessment ("PIA") may be required if the Provider will have access to personal information as defined by MFIPPA and personal health information as defined by PHIPA, the Township shall have the right to terminate the engagement of the Provider without any liability or penalty if the Provider fails the PIA,

and the failure cannot be mitigated, within a time specified by the Township, by measures acceptable to the Township.

2.26 Public Disclosure

Only the name of the Proponent submitting a Proposal will be publicly disclosed. Details of the Proposals or any financial information will not be publicly disclosed.

2.27 Accessibility

The Township is committed to ensuring that accessible goods and services are purchased where accessibility would impact the successful use of the good or service by the public or staff or where a lack of accessibility would have direct impact on the success of a Township project as required under the Integrated Accessibility Standards Regulation (O. Reg.191/11), as amended.

The Proponent shall ensure that all documents, reports, deliverables, electronic communications, web content, and digital materials provided under this contract comply with the Accessibility for Ontarians with Disabilities Act, 2005 (AODA), including the Integrated Accessibility Standards Regulation (O. Reg. 191/11), as amended.

All electronic documents shall be provided in an accessible format and shall conform to the Web Content Accessibility Guidelines (WCAG) 2.0 Level AA requirements, or higher, where applicable.

2.28 Competition Act

Under Canadian law, a Proponents' Bid must be prepared without conspiracy, collusion, or fraud. For more information on this topic, visit the Competition Bureau website and in particular, part VI of the *Competition Act*, R.S.C. 1985, c. C-34 (the "Competition Act"). A Proponent shall comply with all applicable Competition Act provisions.

2.29 Trade Agreements

Proponents should note that this procurement may be subject to the requirements of domestic trade agreements including, the Canadian Free Trade Agreement (CFTA) and the Trade and Cooperation Agreement between Ontario and Quebec. This procurement process may also be subject to international trade agreements, including the Canada-European Union Comprehensive Economic and Trade Agreement (CETA). The requirements of such domestic and international trade agreements are incorporated by reference herein and both the Township and the Proponents shall comply with any applicable trade agreement related requirements.

2.30 Rights of the Township – General

In addition to any other express rights or any other rights which may be implied in the circumstances, the Township reserves the right to (in its sole discretion):

a) make public the names of any or all Proponents.

b) request written clarification or the submission of supplementary written information from any Proponent and to incorporate such clarification or supplementary written information into the Proponent's Proposal.

c) waive formalities and accept Proposals that substantially comply with the requirements of this NRFP.

d) contact or not contact any or all references provided by the Proponent.

e) verify with any Proponent or with a third party any information, or check references other than those provided by Proponents, as set out in a Proposal, as described in Section 2.19 Verification of Information.

f) disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with the Township impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of the NRFP.

g) disqualify any Proponent that has a Conflict of Interest or Unfair Advantage, or where reasonable evidence of any Unfair Advantage or Conflict of Interest is brought to the attention of the Township, and the Township determines that no reasonable mitigation is possible, or that the Proponent has not taken sufficient steps to promptly address such matters to the satisfaction of the Township.

h) disqualify any Proponent that is bankrupt or insolvent, or where bankruptcy or insolvency are a reasonable prospect.

i) disqualify any Proponent that has engaged in significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts;

j) disqualify any Proponent if the Proponent, or any officers, directors, or other key personnel of the Proponent:

   i) are subject to final judgments in respect of serious crimes or other serious offences; or

   ii) have engaged in professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent – including where there is any evidence that the Proponent or any of its employees or agents colluded

with any other Proponent, its employees, or agents in the preparation of its Proposal, or have made false declarations to the Township;

k) disqualify any Proponent if the Proponent has failed to pay taxes;

l) make changes, including substantial changes, to this NRFP provided that those changes are issued by way of addenda in the manner set out in this NRFP;

m) accept or reject a Proposal if only one Proposal is submitted;

n) accept any Proposal in whole or in part;

o) reject a subcontractor proposed by a Proponent within a consortium;

p) reject a Proposal:

   i) if the Township has initiated a dispute, claim or litigation with that Proponent;

   ii) if that Proponent has initiated or is involved in a dispute, claim or litigation against the Township that the Township considers to be frivolous, vexatious, without merit and/or unreasonable;

   iii) if the Proponent has failed to satisfy an outstanding debt to the Township;

   iv) if the Proponent has a history of illegitimate, frivolous, unreasonable, or invalid claims;

   v) if the Proponent provides incomplete, unrepresentative, or unsatisfactory references; or

   vi) if the Township determines that it would not be in the public interest to accept the Proposal;

q) select a Proponent other than the Proponent whose Proposal reflects the lowest cost to the Township; or

r) cancel this NRFP process at any stage and issue a new NRFP for the same or similar requirements, including where:

   i) the Township determines that it would be in the best interest of the Township not to award an Agreement;

   ii) the Proposal prices exceed the funds available for the Goods/Services; or

   iii) the funding for the acquisition of the Goods/Services has been revoked, modified, or has not been approved;

and where the Township cancels this NRFP, the Township may do so without providing reasons, and the Township may thereafter issue a new request for

proposals, request for qualifications, engage in limited tendering, or take no further action in respect of the matters contemplated by this NRFP.

By submitting a Proposal, the Proponent authorizes the collection by the Township of the information identified in this NRFP which the Township may request from any third party.

2.31 Rights of the Township – Ranking Proponent

If the Ranking Proponent fails or refuses to execute the Agreement and provide any necessary documentation in connection therewith (e.g., proof of insurance coverage, performance surety) within 10 Business Days from being notified that it is the Ranking Proponent, the Township may, in its sole discretion:

a) extend the period for concluding the Agreement (provided that if substantial progress towards executing the Agreement is not achieved within a reasonable period of time from such extension, the Township may, in its sole discretion, exercise either of the following rights under this Section);

b) exclude the Ranking Proponent's Proposal from further consideration and notify the next highest-ranked Proponent (who will then be deemed to be the Ranking Proponent) that it is the Ranking Proponent; or

c) exercise any other applicable right set out in this NRFP, including but not limited to, cancelling the NRFP, and issuing a new NRFP or other procurement process for the same or similar Goods/Services.

2.32 Proponent's Costs

Each Proponent shall bear all costs and expenses incurred by that Proponent relating to any aspect of its participation in this NRFP process, including all costs and expenses relating to the Proponent's participation in:

a) the preparation, presentation, and submission of its Proposal;

b) the Proponent's attendance at any meeting in relation to the NRFP process, including any oral presentation and/or demonstration;

c) the conduct of any due diligence on its part, including any information gathering activity;

d) the preparation of the Proponent's own questions prior to the Proposal Submission Deadline; and

e) any discussion and/or negotiation, if any, in respect of the Agreement.

2.33 Limitation of Liability

If the Township or any of its directors, officers, personnel, advisors or agents (the "**Township Parties**") are found to be liable, in any way whatsoever, for any act or omission of any of them in respect of this NRFP Process, the total liability of such persons to any Proponent (including any subcontractor within a consortium) or any other entity participating in this NRFP process, and the aggregate amount of damages recoverable against any of the Township Parties for any matter relating to or arising from any act or omission by any one or more of them, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of any of the Township Parties, shall be no greater than the Proponent's cost of preparing its Proposal or $1,000, whichever is less.

2.34 Priority of Documents

In the event of any inconsistencies between the provisions of the main part of the NRFP and the Schedules, the NRFP shall prevail over the Schedules during the NRFP process.

2.35 Ontario / Canadian Law

The NRFP and the Proponent's Proposal will be interpreted according to the laws of Ontario and the federal laws of Canada applicable therein.

2.36 Evaluation of Performance

The successful Proponent may be subject to a performance evaluation during the course of, and/or at the conclusion of the assignment. If the successful Proponent fails to perform its obligations under the Contract, the Township may, in addition to all legal and equitable remedies available to it, place the Proponent on probation or suspend the Proponent from participating in future procurement opportunities. The Township may also place the Proponent on probation or suspend, if the specified criteria is met, such as conviction for bid-rigging, fraud, or price fixing.

2.37 Non-Disclosure and Conflict of Interest Agreement

Due to the nature of the work and potential exposure to confidential information, the Successful Proponent(s) may be required to sign a Non-Disclosure and Conflict of Interest Agreement. Therefore, proposals shall include a statement indicating whether the firm(s) or any individuals proposed to work on the project has a possible conflict of interest, and if so, describe the nature of that conflict. The Township reserves the right to cancel the Award or Agreement if any interest disclosed from any source could either

give the appearance of a conflict or cause speculation as to the objectivity of the vendor in completing the work. The Township's determination regarding any questions of conflict of interest shall be final.

2.38 Intellectual Property Rights

All intellectual property rights in and to each Deliverable will vest in the Purchaser free and clear of all liens and encumbrances on receipt of payment by the Purchaser for each Deliverable. To the extent that any Deliverables contain any intellectual property of the Supplier, the Supplier hereby grants the Purchaser a worldwide, royalty-free, non-exclusive, perpetual license to use, copy, modify and distribute such intellectual property as part of the Deliverables. The Supplier shall provide the Purchaser with all assistance reasonably requested by the Purchaser to perfect the rights described herein, including obtaining all assignments and waivers of moral rights necessary or appropriate to vest the entire right, title and interest in the Deliverables in the Purchaser and its successors and assigns.

Part 3 Proposal Format and Contents

3.1 Proposal Components

The Proponent's Proposal should be comprised and formatted into two separate parts as follows:

a) technical Proposal containing the Proposal, excluding the Pricing Schedule; and

b) pricing Proposal containing the Pricing Schedule.

3.2 Forms and Schedules

Proposals should be submitted in accordance with the instructions set out in this NRFP and by completing the Schedules referred to in Section 3 Proposal Contents. Schedules should be completed without delineations, alterations, or erasures.

3.3 Language and Formatting

Proposals are to be submitted in English only, and any Proposal received by the Township that is not entirely in English may be disqualified.

In preparing its Proposal, the Proponent should adhere to the following:

a) all pages should be numbered.

b) no embedded hyperlinks to online literature will be reviewed or evaluated.

c) completely address, on a point-by-point basis, each requirement identified in Section 3 Proposal Contents.

d) respond to the requirements in the applicable Schedule, or as may be directed in this NRFP – the Schedules provided, as appropriate, should be used for completing the Proposal.

3.4 Proposal Contents

Proposals must contain the elements listed in the Mandatory Requirements Schedule. A failure to do so will result in the Proposal being disqualified. Proponents should provide responses to the mandatory requirements in the corresponding schedule or as otherwise directed.

Proposals should address the elements listed in the Rated Elements Schedule by providing responses in the body of its Proposal under corresponding headings. Rated elements will be scored and failure by a Proponent to fully address any rated element will affect the Proponent's evaluation and final score under Part 4 Evaluation Process.

Only Proposals that reach or exceed the minimum score for any criterion or group of criteria will be eligible to proceed to the next stage of the evaluation process (as an Eligible Proposal).

Pricing information is to be provided per the Pricing Schedule and submitted separately from the rest of the Proposal pursuant to Section 3 Proposal Components.

Part 4 Evaluation Process

4.1 General

The evaluation of the Proposals will be conducted by the Evaluation Team in several stages, as described below. The stages and the points allocated to each stage of the evaluation process are as follows:

Stage	Description	Points	Minimum Score
I	Mandatory Requirements	(Pass/Fail)	Pass
II	Rated Elements	60%	60% for each individual Rated Element
III	Pricing	40%	N/A
IV	Experience, Qualifications and Reference Verification	(Pass/Fail)	Pass
	Total	100	N/A

4.2 Stage I – Review of Mandatory Requirements (Pass/Fail)

A Proposal must meet the requirements set out in the Mandatory Requirements Schedule.

Stage I will consist of a review to determine which Proposals comply with those requirements.

Subject to Section 2 Rectification Period, if a Proposal fails to satisfy all requirements, then it will be disqualified.

Mandatory Requirement	Evaluation
1) Declaration and Certification The Proposal includes the Declaration and Certification Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.	Pass or Disqualification

2) References The Proposal includes the References Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.	Pass or Disqualification
3) Subcontractor Listing The Proposal includes a complete list of all subcontractors intended to be used for the work, and the particular work performed by each subcontractor.	Pass or Disqualification
4) Pricing Schedule The Proposal includes the Pricing Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.	Pass or Disqualification

4.3 Stage II – Evaluation of Rated Elements

The Evaluation Team will score each Eligible Proposal according to the rated elements listed in the Rated Elements Schedule.

Unless otherwise provided in this NRFP, each rated element will be generally evaluated in accordance with the following methodology. Where a given criterion is not scored out of 10 points, the Proponent will receive a score for that criterion that is based on its score out of 10 according to this Section, but pro-rated based on the maximum score attributable to that criterion.

Garbage Collection

Score		Description
10	Outstanding	Greatly exceeds the requirements of the criterion in superlative beneficial ways.
9	Excellent	Exceeds the requirements of the criterion.
8	Very Good	Somewhat exceeds the requirements of the criterion.
7	Good	Fully meets all requirements of the criterion.
6	Satisfactory	Adequately meets most of the requirements of the criterion. May be lacking in some areas that are not critical.
5	Somewhat Satisfactory	Addresses most, but not all, of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas that are not critical.
4	Somewhat Unsatisfactory	Barely meets some of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas, which are not critical.
3	Unsatisfactory	Barely meets some of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas, which are critical.
2	Very Unsatisfactory	Does not meet most of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas, which are critical.
0	Unacceptable	Does not meet any of the requirements of the criterion to the minimum acceptable level.

4.4 Stage III - Pricing

Pricing

Only at the completion of all other rated criteria for all Eligible Proposals will the NRFP Contact evaluate the Pricing Schedule of Eligible Proposals.

Pricing will be scored based on a relative pricing formula on the basis of the information provided in the Pricing Schedule.

Each Proponent will receive a percentage of the total possible points allocated to price by dividing the lowest bid price by the Proponent’s price for the Goods/Services. For

example, if the lowest price offered by one Proponent is $120.00, that Proponent will receive 100% of the possible points (120/120 = 100%). A Proponent who bids $150.00 will receive 80% of the possible points (120/150 = 80%) and a Proponent who bids $240.00 will receive 50% of the possible points (120/240 = 50%).

(Lowest Price/2nd Lowest Price) x Total available points = Score for proposal with 2nd lowest price

(Lowest Price/3rd Lowest Price) x Total available points = Score for proposal with 3rd lowest price

A mathematical or transposition discrepancy or error in the Pricing Schedule may be corrected by the Township (in its sole discretion) by correcting the Proposal price as follows.

- If the discrepancy is in respect of extensions of unit prices, the unit price shall be taken as correct, and the extension shall be corrected accordingly.
- If a mathematical error is made in applying a fixed percentage to a stated amount (e.g., a 10% contingency fee on a pricing total), the recorded total will be corrected accordingly
- If a mathematical error is made in adding line items to a total, the correct addition shall be taken as correct, and the recorded total will be corrected accordingly.
- If an error has been made in transferring an amount from one part of the Proposal to another, the amount shown before transfer shall be taken to be correct and the amount shown after the transfer and the Proposal price shall be corrected accordingly.
- If the discrepancy or error is such that more than one of the foregoing provisions applies, the corrections shall be applied sequentially, in descending order (provided that, if a mathematical error is made in adding line items to a total, the above will be applied first to correct individual line items, as appropriate).
- If the discrepancy or error is such that none of the foregoing provisions apply, the discrepancy or error shall be corrected by taking the lower of the inconsistent amounts as being correct, and the higher amount shall be corrected accordingly.

Any objection or refusal by a Proponent to the Township applying any of the foregoing shall result in either the disqualification of the Proponent, or the Proponent receiving the lowest possible score on the relevant criterion, in the Township’s sole discretion.

4.5 Tie Break Process

If two or more Proposals achieve a tie score on completion of the evaluation process (or any part of that process that limits the number of Proponents that can continue to the next stage), the Township shall break the tie by comparing the scores of the highest rated criterion evaluated in that stage of the evaluation process. If a tie remains, then the second highest criterion will be used to compare scores, and so on, until the tie is resolved. If the tie cannot be so-resolved, then a tie shall be broken by coin toss or by draw of names from a hat – provided that the NRFP Contact and at least two members of the Township's user division are present.

4.6 Stage IV – Experience, Qualifications and Reference Verification (Pass/Fail)

At this stage, the Evaluation Team will verify as many references provided by the Successful Bidder in the References Schedule as the Evaluation Team may deem appropriate, and such references may be conducted in-person, as the Evaluation Team may determine in its sole discretion. References will be assessed as to their satisfaction with the performance of the Bidder, on a pass/fail basis.

Bidders must demonstrate sufficient experience/qualifications and must be currently engaged in the industry related to the goods/services as described in the bid solicitation to be considered for award.

The Bidder must provide three (3) References within the last 5 years from projects of substantially similar size and scope of the Work described in the bid document. Each Reference should include the client's name, address, contact information date/length/value of the contract and description of work.

The Township reserves the right to contact References or others means to obtain information relating to the Bidder's qualifications, business expertise, financial resources, reliability, reputation, or other factors that may relate to this project. The Township reserves the right not to award the bid opportunity to any Bidder whose qualifications or experience are deemed unsatisfactory for the services required or to any Bidder who has experienced consistent service-related problems on Township projects.

4.7 Finalization of Agreement with Ranking Proponent

Subject to any reference verification, the Township may attempt to finalize the terms and conditions of the Agreement with the Successful Proponent.

For certainty, the Township makes no commitment to the Successful Proponent that the Agreement will be executed. The Successful Proponent acknowledges that the

commencement of any discussions does not obligate the Township to execute an Agreement.

The Township shall at all times be entitled to exercise its rights under Section 2 Rights of the Township – Ranking Proponent.

The Township's approach to any negotiations is set out in Section 1 Agreement.

Part 5 Specifications Schedule

All terms with initial capitalization that are not otherwise defined in this NRFP, or this Schedule shall have the meaning ascribed to them in the Form of Agreement.

5.1 Accessibility for Ontarians with Disabilities Act (“AODA”)

If applicable, all deliverables resulting from this project must be created and provided to the Township in an accessible format compliant to the Accessibility for Ontarians with Disabilities Act (AODA).

Please see Part 2 – Accessibility for more information.

5.2 Purpose / Objectives

This tender is issued by the Corporation of the Township of Selwyn (the “Township”) for the weekly curbside collection services of garbage throughout the Township for final disposal at the Peterborough County City Waste Management Facility (“PCCWMF”).

5.3 Background

The Township of Selwyn is located centrally located in the County of Peterborough, one hour north of the Greater Toronto Area, Selwyn Township is surrounded by water on three sides and borders the City of Peterborough and the City of Kawartha Lakes.

5.4 Scope

Collection Frequency

Garbage will be collected weekly.

The collection schedule and routes can be set any day Monday to Friday. Days and routes should be scheduled in the most efficient manner possible with consideration to minimizing changes to current collection days where possible without compromising efficiency. A collection plan and zone map should be submitted as part of the contractor’s proposal indicating which day of the week each outlined area will be collected.

The contractor shall create up to date route maps for driver use which meet the approval of the Township. Each route map shall clearly indicate the route starting point, flow and direction of travel, areas services by smaller collection vehicles, the route ending point, etc. The contractor’s route maps must also provide the ability to include any special instructions etc. The contractor shall be responsible for updating the route mapping from time to time as necessary or as directed by the Township.

The collection areas, schedule and route will not be changed during the contract term without the prior written approval from the Township.

5.5 Start and End Times

Pick up is not permitted to begin prior to 7:00 am throughout the Township. Collection must be completed each day with enough time to tip the waste at the PCCWMF by 4:45pm daily. If more time is needed due to unforeseen circumstances, the contractor will communicate with the Township, and both parties will agree on a plan for either later collection or collection completion the following day. If later collection is completed the contractor will have to tip at the landfill facility the following morning.

5.6 Holiday Schedules

The Bensfort Road landfill and organics facility is closed on the following holidays:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canda Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- Boxing Day

The Township will be responsible for notification to residents of any changes in collection days associated with holidays. The contractor should submit in their proposal how they plan to schedule alternative collection days in weeks where holidays occur. If the contractor can fit regular collection from Tuesday-Friday to avoid holiday Monday issues this would be permitted if they can follow the hourly constraints of the Bensfort Road landfill and organics facility listed above.

5.7 Bag Specifications

Garbage bags can be no larger than 89 x 127 cm (30 x 50 inches) and garbage cans no larger than 145 litres (32 imperial gallon) capacity. Garbage bags or containers are limited to 18 kg (40 lbs) including the container. Any bag or container exceeding the weight or dimensions is to be tagged with a refusal sticker and the bag or container left behind. The Township will develop the refusal sticker and provide stickers to the

Contractor at least three (3) months ahead of the contract start date. The Township will supply the Contractor with refusal stickers throughout the term of the contract.

There is a limit of 2 bags per unit per collection week (residential) and 4 bags per week (IC&I). If additional bags or containers can clearly be attributed to a specific residence, then they must be left behind and tagged with a refusal sticker. The Township reserves the right to increase or decrease the garbage set out limit at any address at any time.

The Township may occasionally request the contractor to collect additional bags from residents who receive a medical exemption to the bag limit. The Township may also allow residents with medical exemptions to use opaque bags. Any special accommodation will be communicated to the contractor in advance.

All garbage must be set out in clear bags. Opaque bags are not permitted unless approved by the Township and any opaque bag set out for collection is to be tagged with a refusal sticker and left behind. The Township allows residents to use one small opaque privacy bag inside the clear bag (residential) and two small opaque privacy bags inside two clear bags (IC&I). Garbage set out in a container not in a bag is permitted for collection.

5.8 Collection Requirements and Prohibitions

The contractor will ensure that its employees act reasonably when applying the Township's restrictions and limitations.

Any receptacles that may marginally (e.g. by 10%) exceed the weight limit should be collected. If a receptacle is significantly over the applicable weight limit it shall be refused, a refusal sticker shall be placed on it, and the location and issue must be reported as required.

If several small bags (e.g. grocery bags) or loose garbage is placed inside a garbage receptacle, provided all materials do not exceed the aggregate total of the weight or volume limit, the contractor will be expected to take all garbage.

If the garbage receptacle size exceeds the Township's volume limitations and is full but the contractor is able to remove an equivalent volume of garbage to the Township's volume limitation the contractor will collect the equivalent volume of garbage and shall affix a refusal sticker on the remaining un-collected garbage and report as required.

If a garbage receptacle size exceeds the Township's volume limitations but the material contained within it meets the Township's restrictions and limitations the contractor will collect the material in the garbage receptacle.

5.9 Receptacle Placement

In instances where the contractor observes receptacles set out for collection on the opposite side of the street as the services units have historically serviced service there, the contractor will collect the waste and return the receptacle to the same side of the street as the services unit (where it is safe to do so) as required. If the contractor wishes to change the side of the street where collection occurs, they must notify the Township and residents on the street.

After waste has been collected, all receptacles must be returned in a manner which prevents receptacles from being damaged, in an upright position, to approximately the same position in which they were located prior to collection, in a neat and tidy fashion. Under no circumstances shall any receptacle be placed on the travelled portion of the road, the pedestrian portion of the sidewalk, or such that they obstruct the services unit's driveway. In winter months receptacles should be placed behind the windrow of snow to avoid conflicts with snowplows. Failure to comply may result in liquidated damages.

In general, residents shall place waste out at the end of the serviced unit's driveway within four (4) meters of the travelled road surface for collection. In some circumstances due to the presence of large ditches, landscaping, structures, concrete pads etc. the contractor shall be required to collect waste set out further than four (4) meters from the travelled road surface.

The Township permits the use of garbage boxes (bear bins). The contractor will be required to look inside all garbage boxes on each collection day, remove waste for collection purposes, return empty receptacles inside the garbage box and close the garbage box lid or doors.

If the contractor becomes aware of general problems with garbage boxes with respect to the location, state of repair, or serviceability of the garbage boxes, prior to refusing collection the contractor must notify the Township of the problem and provide adequate time, as determined by the Township, for the Township to contact the serviced unit's occupant and for the issue to be rectified.

Where damage has occurred because of the contractor's handling the contractor shall replace the receptacle with a receptacle that meets the Township's volume requirement. In the case of garbage box damage because of the contractor's handling, the contractor will repair or replace the garbage box with a suitable garbage box which meets the Township's approval.

5.10 Prohibited Materials

Residents are prohibited from placing garbage bags or containers at the curb that contain recyclables. If a bag of garbage contains visually more than 10% of recyclables, or any amount of electronics or hazardous waste the garbage bag or container should be left behind with a refusal sticker noting that the bag contains prohibited materials.

The contractor shall clean out and remove all garbage from collection vehicle compartments at the end of each week such that material collected the following week is not contaminated by residual material from the previous week.

5.11 Customer Service Responsibilities

The contractor will be the main point of contact for customer concerns and inquiries. The contractor must indicate in their bid how they will establish a customer service contact system and how they will resolve public complaints concerning missed collection for waste that meets the set-out requirements. The contractor shall provide a 1-800 or local number for customer concerns and inquiries the hours of operation shall be 8:30-4:30pm Monday-Friday inclusive, except observed holidays.

5.11.1 Missed Collection

The contractor is required to complete 100% of each day’s collection. The contractor will notify the Township immediately upon determination that there is the potential for late or missed collection to occur.

The contractor shall provide in writing the reason for the late or missed collection, how and when the situation will be rectified, and where locations, routes or areas are missed. Route maps illustrating the missed streets or areas or a listing of specific addresses shall be provided.

If collection was missed at several serviced units in a specific area, then the contractor shall return to collect before the end of the day if possible, and if not, the next day. Should the Township determine that waste was missed as a one off or within a limited area, as opposed to a larger number of serviced units missed in a given area, the Township may flag the locations for additional garbage collection on the next scheduled collection day. The contractor shall collect the additional garbage as required even if the garbage exceeds the weight and volume restrictions.

Garbage Collection

The contractor will monitor locations that have been flagged by the Township for reporting including but not limited to:

- Placement location
- Type, quantity, weight of materials, including if there are no materials set out at the serviced unit
- Time of service

Non-collectable waste shall not be collected and must have a refusal sticker placed on it. All serviced units where service problems are encountered, the nature of the problem, the reason for placement of the refusal sticker, providing 911 addresses, street name and municipality shall be recorded and reported to the Township by the contractor each day.

If the contractor cannot collect from a specific serviced unit or area because of

encountering any impassable obstruction, the contractor must immediately report such to the Township. The contractor must return at least once to the obstructed area if there is evidence it may be moved prior to the end of the collection day, allowing sufficient time to reasonably allow the obstruction to be removed to make a second attempt at collection.

The Township may, at their discretion and in the interest of customer service, direct the contractor to collect the material if the contractor is within the area on a subsequent day or that double the limit be collected on the next scheduled collection day.

Failure to complete collection on the scheduled day due to issues within the contractor's control such as inadequate staffing, lack of serviceable equipment, breakdowns, etc. may result in liquidated damages. If the contractor returns to complete collection on an alternate day, prior to the next scheduled collection day for the collection area, damages may be reduced.

For larger scale misses, where at the Township's sole discretion returning to collect the next day would negatively impact the serviced units in that collection area, the Township may direct the contractor to return to service the area on a Saturday.

If the contractor determines that due to severe weather conditions on a given day, it is unsafe to provide collection service, the following shall apply:

- The contractor shall notify the Township immediately of any decision to cancel or delay collections
- If any portion of the collection area does not receive collection on the regularly scheduled day, due to severe weather, the contractor will provide specific routes, streets or areas missed to the Township

- The Township shall determine whether to direct the contractor to return on another day in the same week to collect the missed locations
- The Township shall be responsible for public notifications in the event of collection delays because of severe weather conditions

The contractor will notify the Township immediately of the following occurrences:

- The location of any serviced unit which has set out any waste stream contaminated by hazardous waste, medical sharps
- The location of any serviced unit which the contractor has damaged a receptacle

Should construction or some other cause result in a temporary road closure which does not allow normal collections to occur, the Township and the contractor will determine an appropriate location from which collection will occur for the duration of the road closure. Following re-opening of the road, collection routing shall return to that which preceded the road closure.

5.11.2 Collection Staff

The contractor shall provide full training to their staff to ensure that they are familiar with the contract and the Township's waste collection program requirements, complaint procedures, Occupational Health and Safety legislation and policy, WHMIS, accident and spills response, SCEP regulations, AOSA and all traffic laws.

The contractor must ensure they have an adequate reserve of employees who are always available to perform the services.

5.11.3 Customer Service Staff

The contractor shall maintain customer service staff who shall receive and answer inquiries and complaints from residents and shall work with the Township to resolve issues in an efficient and timely manner and with sufficient detail.

The contractor shall ensure an appropriate number of customer service staff are provided at all times to address and respond to all resident issues. Resident inquiries should be responded to on the same day they are received.

The contractor shall provide the Township with the name of the supervisor contact and a telephone number where the person may be reached during regular business hours. The supervisor must be equipped with technology and accompanying software that is suitable for use as well as high-speed internet access and an email address to ensure prompt and effective services.

5.11.4 Safety and Incidents

The contractor shall take all reasonable precautions, training, and due diligence necessary to ensure the safety of the public and minimize the likelihood of incidents including confrontations, accidents, vehicle collisions, personal injuries, property damage, spills, and other such occurrences.

The contractor will immediately notify the Township in the event of the following occurrences, and a written report shall be submitted by 10:00 am the following business day including the location and the nature of the issue:

- Spills from collection vehicles
- Vehicle collisions
- Personal injuries, regardless of the cause
- Any confrontation or altercation with the public

5.12 Collection

5.12.1 IC&I Locations

The contractor shall provide weekly garbage collection to IC&I locations on the regular collection routes as required by the Township. The approximate number of IC&I locations is 245.

The Township reserves the right to add to, alter, or discontinue collection from IC&I locations at any time.

5.12.2 Private Roads/Laneways

The contractor will provide waste collection to services units, accessible by road, including those located on private roads, and small cottage private roads which may require the use of smaller of modified collection vehicles. The contractor is responsible for ensuring collection from these locations year-round and working with the Township to make collection arrangements as required. There are approximately 1432 stops located on private roads.

Collection on all private roads will be weather and road maintenance dependent and will continue during all months of the year if access is available at the discretion and risk of the contractor.

If the contractor uses a private driveway as a turnaround a release shall be obtained from the owner of such private driveway, releasing the Township and the contractor of all liability related to the use of the private driveway.

If there is a complaint regarding the contractor's use of a private road by the owner of a private road, the contractor shall immediately notify the Township and cease collection on the road until further directed by the Township.

5.12.3 New Units

The contractor shall provide service to any new units that are occupied throughout the year.

The Township shall notify the contractor monthly of any new services units that require collection, and the units can be added to the stop count.

5.13 Vehicles and Equipment

5.13.1 Vehicles

The contractor will supply the necessary quantity and type(s) of properly licensed collection vehicles, supervisory vehicles, miscellaneous equipment, materials, fuel, tools, and all other incidentals so that the contract is carried out in a professional manner.

Each vehicle shall be equipped with shovels, brooms, and a spill kit including dry-all to facilitate clean-up and containment of any debris or spill.

The contractor shall maintain their Ontario Commercial Vehicle Operator's Registrations (CVOR) rating at 'satisfactory' or better for the duration of the contract.

5.13.2 Maintenance

The contractor shall be responsible for maintenance, repairs, and all other operating costs of the equipment supplied, including but not limited to fuel, licensing, repairs and maintenance, inspection, washing and storage.

The contractor shall provide equipment that is always mechanically sound and in a good state of repair in accordance with existing regulations. The contractor is obliged to maintain the equipment according to manufacturer's maintenance schedule, certified to applicable legislation and in good working order. The equipment must be certified by established governmental agencies, and the Township shall have the right to request that a vehicle be safety checked by an independent garage at any time. If so requested, the contractor shall immediately take the requested vehicle out of service and shall, at the contractor's cost, provide alternate collection equipment. Any vehicle failing to satisfy certification requirements shall be removed from active use until repairs are made and the certification is passed and this must not result in a reduction of service.

All vehicles will be maintained in a rust and dent-free condition. The contractor shall promptly repair all body damage, such as scratches and dents to the satisfaction of the Township. Paintable surfaces of all collection vehicles shall be maintained and repainted on as required basis to maintain a desirable appearance.

The contractor shall not cause or permit vehicles to be loaded beyond the legal limit as specified in the Highway Traffic Act. Where in the opinion of the Township, equipment used by the contractor that is causing or is likely to cause damage to any private or public roadway, the township may direct the contractor at its own expense to make changes in or substitutions for such equipment or to use alternate routes for haulage. The contractor will be responsible for the consequences of the overload of its vehicles.

All vehicles supplied by the contractor must always be kept clean, to the satisfaction of the Township.

Collection vehicles shall be cleaned out at the end of each day to minimize odours, vermin and vector issues.

The exterior of collection vehicles must be cleaned as necessary, at a minimum once per week, using a proper cleansing solution to the satisfaction of the Township. The Township may require additional cleaning or disinfecting, where collection vehicles appear unclean or are causing an odour issue.

5.13.3 Identification and Branding

The contractor shall be responsible for and shall bear the costs related to the installation of all vehicle identifiers, logos, advertising matter and other messaging, unless otherwise noted.

The contractor shall not display any branding or advertising matter on any of the vehicles unless approved by the Township.

All collection vehicles shall be individually numbered on each side of the vehicle in a consistent location from side to side and from vehicle to vehicle for easy identification.

5.14 Communication

5.14.1 GPS

All collection vehicles and supervisor vehicles used for the contract must be equipped with a suitable communications system to ensure constant communication between the contractor and its staff. Contractors shall include details of proposed communications equipment in their proposal. The contractor shall, at a minimum, equip all collection vehicles and supervisor vehicles with GPS tracking technology. The Township requires near real-time access to this information for internal use.

The contractor's GPS provider shall carry out the following tests, at a minimum, to ensure that the system meets all the requirements and contract obligations under actual operating conditions:

- Perform overall system testing to demonstrate the specified performance of the system has been met
- System throughput/capacity tests
- Perform fail safe testing of all subsystems and monitor the performance
- Conduct a review of the equipment installation, operation and create a deficiency list if required
- Thirty (30) day operability compliance testing

The Township shall have unlimited, via secure or dedicated web service, near real-time feed access to information generated. The contractor will provide the Township with access to the system software to obtain all the relevant data for activities of each vehicle.

The contractor is responsible for the first level of support to the Township in the event of hardware or software failure and will provide a technical support agent to be available, at a minimum, during the operating hours of the contract.

All GPS equipment must be kept in good working order by the contractor. The contractor shall not remove or deactivate any GPS components without prior consent by the Township. Any faulty equipment shall be repaired or replaced within five (5) business days. Should any GPS cease to function, the contractor will immediately upon realization, report the issue to the Township and the collection vehicle will be substituted with another with a fully functioning GPS until the system is repaired and functioning properly. Liquidated damages may apply for failure to have an operating GPS system.

The contractor must notify the Township six (6) months in advance of any upgrades or changes to the GPS technology or service provider utilized during the term of the contract. The contractor shall provide the rationale for the upgrade or change; the Township reserves the right to accept or reject any proposed upgrades or changes. The cost of any upgrades or changes shall be borne by the contractor.

5.14.2 Meetings

Regular meetings, at the call of the Township, shall be held between the Township and representative(s) of the contractor prior to commencement of the work. The contractor will provide the Township with their full implementation plan within one (1) month of contract execution. The implementation plan will include timelines and details of all aspects needed to perform the work including obtaining all equipment, facilities, fuel,

staffing, training, insurance, bonds, licensing, etc. The contractor will be required to report on the status of the implementation plan at the regular meetings.

For the length of the contract, the contractor and the Township shall meet quarterly, unless the Township determines otherwise, to discuss operational matters, review performance indicators, liquidated damages, and resolve any concerns, etc. The Township may request that the contractor's representatives participate in additional meetings as required.

Meetings will generally be held electronically or at Township office. Attendance at all meetings shall not result in any additional cost to the Township. The contractor shall provide annual opportunities for Township staff to meet with the contractor's collection staff and other staff to review operational requirements, distribute promotional materials, and receive feedback from staff pertaining to issues and observations during collections.

5.15 Damages

In the case where the contractor fails to perform the work in accordance with the terms, conditions and specifications of the contract, the Township may give the contractor notice as a written warning detailing the performance failure. Any subsequent occurrence of that same failure may result in the contractor being assessed liquidated damages in the amounts as follows:

Table 1- Applicable Liquidated Damages

Infraction	Amount	Unit
Delayed implementation of contract	$20,000	Per Day
Failure to provide the proper number of collection vehicles to complete collection	$500	Per collection vehicle per day
Failure to equip collection vehicles and supervisor vehicles with proper equipment	$50	Per vehicle per day
Removal, de-activation or failure to have an operating GPS system.	$50	Per collection vehicle per day
Failure to place signage or numbering on Collection Vehicle	$50	Per collection vehicle per day
Collection outside of specified times, early or late.	$200	Per route
Failure to complete collection on a route (the proportion of which shall be determined by the Township based on GPS data) on the scheduled collection day due to an issue beyond the contractor's control such as severe weather cancellation. If the contractor returns to complete collection on an alternate day prior to the next scheduled collection day, no damages shall apply.	$500 $1,000	Per route for routes greater than 50% completed Per route for routes less than 50% completed
Failure to substantively complete collection on the scheduled day due to issues within the contractor's control such as adequate staffing, serviceable equipment, etc. If the contractor returns to complete collection on an alternate day prior to the next scheduled collection day, damages shall be reduced.	$2,500 $500	Per route Per route if contractor returns to service on an alternate day
Failure to return for missed collection(s) as directed by the Township	$200	Per incident
Recurring misses (more than twice in any six (6) month period) to individual units, roads or areas as a result of contractor error and not as a result of actions outside the contractors control.	$200	Per incident
Failure to report claims or damages (including receptacle damages, property	$100	Per incident

damages, etc.) and/or incidents as required.		
Failure to resolve claims or damages (including receptacle or garbage box damages, property damages, etc.) to property within the timeframe specified.	$50	Per incident per day until rectified
Improperly placed receptacles (i.e. thrown, in middle of driveway or ditches, on travelled portion of road, service on opposite side of road, failure to close cart or garbage box lids, mishandling receptacles, etc.).	$50	Per incident
Failure to provide supervision.	$100	Per incident
Employee misconduct including but not limited to discourtesy, inappropriate behaviour, scavenging.	$200	Per incident
Mixing waste streams in a load or collecting large pieces (i.e. a tire or a skid) of non-collectable waste.	$200	Per incident to a maximum of $2,000 per route
Collecting un-tagged garbage in excess of the garbage limit, unless otherwise directed by the Township.	$50	Per incident
Unapproved establishment of a common collection point	$200	Per incident
Failure to follow waste management facility policies and procedures.	$100	Per incident
Failure to off-load waste at specified waste management facility.	$100	Per collection vehicle per day
Failure to immediately clean up liquid or solid waste spillage caused by contractor.	$200	Per incident
Failure to utilize refusal stickers/notices and/or failure to report issues as required.	$50	Per incident
Failure to submit reports or data in the timeframe specified.	$50	Per day until supplied

5.16 Insurance Requirements

See Section 1 – Agreement – Insurance Requirements

Rated Elements Schedule

The following sets out the categories, weightings, and descriptions of the Rated Elements of the NRFP. Proponents who do not meet the minimum passing score of 60% (in each individual Rated Element) will not proceed to the next stage of the evaluation process.

	Rated Elements (Technical Proposal)	**Weighting (Points)**
1.1	Executive Summary	10
1.2	Corporate Overview	10
1.3	Proposed Project Team, Experience and Qualifications	10
1.4	Overall Methodology/Approach/Work Plan	20
1.5	Environmental/Social/Sustainability	10
	Total Points	60

1.1 Executive Summary (10 points)

Provide an executive summary of the Proposal describing the main features, benefits, and any limitation or condition of its Proposal, in nontechnical terms. Such executive summary should include no reference to pricing and should not exceed two pages.

If a consortium is responding to this NRFP, the Executive Summary should clearly state this and should identify the lead entity.

The Executive Summary should summarize the Proposal – in that no new information should be presented in the Executive Summary.

1.2 Corporate Overview (10 points)

Provide the following for the Proponent (and, if the Proponent is representing a consortium, each member of that consortium):

- Indicate whether incorporated, partnership, sole proprietorship or other.
- Private company/public company (if public, the exchange it is listed on).

- Canadian head office location (if different than above).
- Corporate head office location (if different than above).
- Brief overview of the company background.
- Number of years in business.

1.3 Proposed Project Team, Experience and Qualifications (10 points)

It is important that the required services be provided by a staff team that can demonstrate knowledge of and experience providing similar services for projects of comparable nature, size, and scope. Proponents will have full responsibility for ensuring they have obtained any required consents for the disclosure of personal information to the Township. In particular, the Proponent shall provide the following in its proposal:

- A list of the proposed staff team who will carry out the required work together with their professional qualifications, and related experience.
- The Proponent shall describe in detail the level of experience and knowledge of the proposed staff team. Examples of experience and knowledge of the proposed staff team not related or remotely related to the services required by this RFP may be scored lower.
- Include strategies and identify staff that can fulfil the required roles and responsibilities for this contract and any unforeseen events requiring replacement of key team members.
- Provide resumes for each of the proposed staff team members.
- Provide an organization chart that clearly shows the staff (owner, manager, supervisors, project manager, staff) who will be involved in the contract and their roles and duties.
- Identify all subconsultants that will be utilized on the project and their relevant qualifications and experience and indicate the scope of work allocated to each sub consultant if applicable.
- The Proponent shall provide details of three (3) projects of a similar nature. The focus should be on projects that include common elements to this project. The Proponent must demonstrate their experience conducting public engagement including working with stakeholder, residents and agencies.

1.4 Overall Methodology/Approach/Work Plan (20 points)

- The Proponent must declare if any Artificial Intelligence ("AI") tools or systems were used in the preparation of the RFP response
- If "AI" was used, how did the tools or systems influence the content presented in your RFP response? Please provide specific examples of contributions made by "AI" to your proposal.
- The Proponent shall provide a detailed Schedule/Work Program.
- Provide a realistic, detailed schedule to meet the requirement of the NRFP. Identify key milestones, presentations, meetings and deliverable dates. Specific deliverables and dates deliverables are to be submitted shall be included in the proposed schedule.
- The Proponent shall provide a detailed outline of how they would efficiently provide this service to the Township. Provide key/critical tasks throughout the study. Include a time/task matrix for all phases of the project. Identify hours of service by each team member, total hours for the project and hourly rates.
- Proponents are encouraged to include and identify value added components and tasks within their workplan which will enhance the finished product.

- Describe in detail the Proponent's methodology and approach to deliver the services required to complete the work. The narrative should demonstrate that the Proponent understands the particular requirements of the services. The narrative should also demonstrate that the Proponent is knowledgeable about best practices and how those practices are incorporated into the Proponent's methodology to ensure satisfaction to the Township.

1.5 Environmental/Social/Sustainability (10 points)

- Does your organization have an Environmental Policy?
- What eco-friendly initiatives and sustainable practices has your company introduced in your business model?
- Provide examples that show what your firm is doing to be sustainable to produce and deliver your good/service.
- Size of company? Small (1-49 employees), Medium (50-499), Large (500+)
- Do you have a Diversity, Equity, and Inclusion policy?
- Does your organization have a strategy or policy around inclusive employment practices?

Garbage Collection

Pricing Schedule

General Instructions

Proponents must not amend the Pricing Schedule Form in any way other than by providing the requested information. No other fees or charges are payable for the services, other than those set out on this Form. Where no bid, state “0” or “nil”. A price category that is left blank will be interpreted as a no bid. Your Bid may be disqualified if a price category is left blank.

Each Proponent must include this form completed according to the instructions contained in the form as well as those instructions set out below:

a. Pricing shall be provided in Canadian Funds.

b. Pricing shall exclude Harmonized Sales Tax.

c. Pricing shall include all other applicable duties and taxes.

d. Rates quoted by the Proponent shall be all inclusive and shall include all other costs including labour and materials, equipment, management, office support, travel and carriage costs, insurance costs, Workplace Safety Insurance Board costs, and all other overhead including but not limited to any fees or other charges required by law.

A Bid that includes conditional, optional, contingent, or variable pricing that is not expressly requested in the Pricing Schedule may be disqualified.

By submitting a Bid, a Proponent is deemed to confirm that it has prepared its Bid with reference to all of the provisions of the Form of Agreement and has factored all of the provisions of the Form of Agreement, including the insurance requirements, into its pricing assumptions and calculations and into the proposed costs indicated on the Pricing Schedule.

Pricing

Prices, Rates and Costs quoted by the Proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all disbursements (including mileage, parking, printing, and plotting, courier, telephone/fax/cell, site plan and building permit applications/documents, any other permits, presentation materials, printed materials, and all other overhead, including any fees or other charges required by law. The total all inclusive cost will form the basis for the evaluation of price.

The Township reserves the right to cancel any or all items.

CPI - Fuel

The Bidder will provide one unit price for each service as specified in the Pricing Schedule. These prices include all costs associated with delivering the service, including labour, vehicles, fuel, maintenance, insurance, administration, overhead and profit.

Consumer Price Index ("CPI") – Price Adjustment

The unit prices submitted by the bidder shall remain firm during the initial twelve (12) month period of the contract. Thereafter, the Contractor or Township may request an annual adjustment to the **Non-Fuel Component** unit prices, whether an increase or decrease, in accordance with the percentage change in the Consumer Price Index ("CPI").

The vendor or Township may request an increase or decrease after the first year of the contract and subsequent years thereafter which will be based on Statistics Canada – Ontario – All Items change of the Consumer Price Index (CPI) to a maximum of 3%.

The CPI calculation will be the percentage change over the 12-month period ending three (3) months before each yearly anniversary. The adjustment is calculated against the existing contract unit prices. **CPI adjustments occur only once annually on the yearly anniversary of the contract.**

Fuel Component - Price Adjustment

The Township recognizes that fuel prices can change significantly from month to month, whereas CPI is a broader measure of inflation and may not accurately reflect actual diesel cost changes.

The **Fuel Component** is excluded from the annual CPI adjustment, and CPI adjustment will be excluded from the Fuel Price Adjustment.

The **Fuel Component** unit prices shall be subject to adjustment based on changes in diesel fuel prices. The fuel component percentage and dollar value will be noted on the Pricing Schedule. Accordingly, the fuel component of the contract price shall be subject to quarterly adjustments, both increases and decreases, based on changes in the published diesel fuel price index using the **"Natural Resources Canada" rate for diesel.** **Natural Resources Canada - Monthly Average Wholesale Rack Prices for Diesel - Location Peterborough**

At the time of bid submission, **Bidders shall separately identify the fuel component of their proposed unit prices in the Pricing Schedule. These prices shall form the basis for calculating the first fuel price adjustment**. **Any approved fuel adjustment**

shall become part of the Contract Price and shall form the basis for calculating subsequent fuel adjustments.

The applicable fuel price index shall be the beginning of the month on a quarterly basis (January, April, July and October) of each year. The quarterly adjustment shall be calculated by comparing the published monthly **Natural Resources Canada** diesel fuel price for Peterborough against the established disclosed fuel price (Fuel Component) noted by the Bidder on the Pricing Schedule. **The percentage change in the diesel fuel index shall be applied only to the identified Fuel Component of the applicable contract unit prices.**

Where the applicable diesel fuel index increases, the Contractor shall be entitled to an equivalent percentage increase to the identified Fuel Component of the unit prices.

Where the applicable diesel fuel index decreases, the identified Fuel Component of the unit price shall be reduced by the equivalent percentage.

The adjustment mechanism shall apply equally to increase and decreases in diesel fuel prices.

To avoid processing immaterial quarterly fuel component adjustments, a minimum adjustment threshold of 5% will be applied in either direction (increases or decreases).

The successful bidder shall provide the Township with the applicable diesel fuel index data and supporting calculations for each quarterly adjustment. The Township reserves the right to verify all calculations and require corrections where adjustments have been incorrectly calculated or applied. No adjustment shall be applied retroactively.

Note: The Township reserves the right to review prices and any prices which appear to be unbalanced as to likely affect the interest of the Township adversely will be clarified and if necessary, the bid may be rejected, or the contract may be terminated.

Form of Agreement Schedule

This Agreement is dated the _____day of _____, 20__.
and is made **by and between:**
Township of Selwyn
and
_____. (“the Contractor”)

The Township and the Contractor agree as follows:

1. **The Work**

The Contractor shall provide all labour, supervision, equipment, vehicles, materials and services necessary to perform weekly garbage collection services throughout the Township of Selwyn. The Contractor shall provide the Work in a safe, reliable and professional manner and shall ensure that all scheduled collections are completed in accordance with the Documents.

The Work shall be performed in accordance with this Agreement and all documents forming part of the Contract, including the collection requirements, service standards and specifications established by the Township.

2. **Term**

The initial term of this Agreement shall commence on June 1, 2027, and shall continue until May 31, 2034, unless terminated earlier in accordance with this Agreement.

The Township may, at its sole discretion, extend this Agreement for up to three (3) additional one-year terms, for a maximum possible contract term ending May 31, 2037. The Township shall provide written notice to the Contractor of its intention to exercise an extension prior to the expiry of the then-current term. Any extension shall be subject to the terms and conditions of this Agreement, including any applicable pricing adjustments set out in the Contract Documents.

The Contractor shall:
(a) Commence the Work on June 1, 2027;
(b) Perform the Work in accordance with the collection schedules, routes and service requirements established by the Township;

(c) Ensure that all scheduled collections are completed within the timeframes established in the Specifications; and
(d) Promptly notify the Township of any circumstances that may affect the Contractor's ability to complete scheduled collections.

3. Documents

If there is any inconsistency or conflict between this Agreement, the Specifications, or any other documents, the documents shall take precedence in the following order:

(a) This Agreement Between Township and Contractor, including any schedules attached to and forming part of this Agreement;
(b) Any written amendments to this Agreement signed by both parties;
(c) Addenda issued by the Township during the NRFP process;
(d) The NRFP document, including the Scope of Work, Specifications, and all schedules and appendices;
(e) Proposal package, including the completed Pricing Schedule and declaration, dated _____.

The Documents are intended to include all labour, materials, equipment and services required for the Contractor to complete the Work. Any work that is mentioned in, or reasonably implied by the Contract Documents must be completed by the Contractor, even if it is not specifically shown or described. Any items reasonably necessary to complete the Work shall be considered part of the Contract and included in the Contractor's responsibilities.

4. Pricing and Payment

The prices set out in the accepted Pricing Schedule shall include all costs, expenses, taxes and duties necessary to perform the Work, except for Harmonized Sales Tax (HST), which shall be charged separately where applicable. All amounts are in Canadian funds.

Any price adjustments during the term of this Agreement, including applicable Consumer Price Index (CPI) and fuel adjustments, shall be made only in accordance with the provisions established in the Documents.

The Township reserves the right to question or withhold payment for services that have not been performed in accordance with the Contract, subject to the applicable provisions of the Documents.

5. Liquidated Damages

The Contractor acknowledges that failure to perform the Work in accordance with the Contract may result in additional costs and losses to the Township. The Contractor shall be responsible for liquidated damages.

6. Standard of Care and Services

The Contractor shall perform the Work with the level of care, skill, judgment and diligence expected of an experienced and qualified contractor providing similar garbage collection services.

The Contractor shall be responsible for managing and supervising the Work and ensuring that all personnel performing the Work are properly trained, qualified and equipped to carry out their duties. The Contractor shall promptly address any deficiencies or concerns identified by the Township relating to the performance of the Work.

The Contractor shall provide garbage collection services in accordance with the collection requirements, schedules, routes, service standards and other requirements set out in the Specifications. The Contractor shall ensure that sufficient qualified personnel, vehicles, equipment and resources are available to complete all scheduled collections. The Contractor shall:
(a) Complete all scheduled collections in accordance with the approved collection schedule;
(b) Provide and maintain all vehicles and equipment necessary to perform the Work;
(c) Promptly report and address missed collections in accordance with the Specifications;
(d) Respond to service complaints and inquiries within the timeframes established by the Township;
(e) Notify the Township of any incidents, delays, service interruptions or other circumstances that may affect collection services; and
(f) Take all reasonable steps to minimize disruptions to residents and businesses throughout the Township.

The Township may monitor the Contractor's performance and require corrective action where the Contractor fails to meet the requirements of the Contract.

7. Health and Safety

The Contractor shall perform the Work in compliance with all applicable occupational health and safety and environmental legislation. The Contractor shall be responsible for the health and safety of its employees, agents and subcontractors while performing the Work. The Contractor shall maintain all required licences, permits, registrations and certifications necessary to perform the Work and shall provide proof of compliance to the Township upon request.

8. Insurance

The Contractor shall obtain and maintain, for the duration of this Agreement, the insurance coverage required by the Township under Insurance Requirements. The Contractor shall provide certificates of insurance satisfactory to the Township before commencing the Work and upon renewal or request by the Township. The Contractor shall ensure that the Township of Selwyn is named as an additional insured where required by the Contract Documents.

9. Subcontracting

The Contractor shall not subcontract any portion of the Work without the prior written approval of the Township, where such approval is required. Approval of a subcontractor shall not relieve the Contractor of any responsibility or obligation under this Agreement.

10. Termination

The Township may terminate this Agreement, in whole or in part, by providing written notice to the Contractor where the Contractor:
(a) Fails to perform the Work in accordance with the Documents;
(b) Fails to correct deficiencies or address service issues within a reasonable period of time after receiving written notice from the Township;
(c) Becomes insolvent, bankrupt or otherwise unable to meet its contractual obligations;
(d) Abandons or suspends the Work without the Township’s approval; or
(e) Otherwise materially breaches the terms of this Agreement.

The Township may also terminate this Agreement for convenience by providing written notice to the Contractor, subject to any applicable payment obligations for services properly performed up to the effective date of termination.

Upon termination, the Contractor shall cooperate with the Township to support an orderly transition of the services and shall provide any records or information reasonably required by the Township to ensure continuity of garbage collection services.

11. Reporting

The Contractor shall maintain accurate records relating to the performance of the Work, including collection records, missed collections, complaints, incidents, vehicle and route information, and any other records required by the Township.

The Contractor shall provide reports and supporting documentation to the Township upon request and shall cooperate with the Township in reviewing service performance and resolving any concerns. All records relating to the Work shall be made available to the Township upon reasonable request.

12. Disputes

If either party becomes aware of a potential dispute or claim arising out of or relating to this Agreement, that party shall provide written notice to the other party outlining the nature of the dispute. The parties shall make reasonable efforts to resolve disputes through good-faith discussions and negotiations. If the dispute cannot be resolved through these discussions, the parties may agree in writing to refer the matter to mediation or arbitration or pursue any other remedies available to them at law.

13. Notice

All notices and communications required under this Agreement shall be in writing and delivered personally, by courier or by email to the applicable contact identified below, or to any updated contact provided in writing by either party.

The Township:	Township of Selwyn 1310 Centre Line Selwyn, ON K9J 6X5
Township Mailing Address:	P.O. Box 270 Bridgenorth, ON K0L 1H0
The Contractor:	_____ _____ _____

IN WIRNTESS WHEREOF the parties hereto have executed this Agreement by their duly authorized representatives.

The Corporation of the Township of Selwyn

Per: _____ _____
Name – Printed Title

_____ _____
Signature Position

Contractor

Per: _____ _____
Name – Printed Title

_____ _____
Signature Position

Proposal Form, Pricing & Declaration

Bidders Experience Record

The Bidder is required to supply a minimum of three references for work completed in the last five years that is similar to the type of work to be completed under this Contract.

The references provided below may be contacted.

Garbage Collection

Project Reference 1

Date of Completion	
Name of Owner	
Contact Name	
Email Address	
Telephone Number	
Project Name	
Description of Work	
Supervisory Staff	
Value of Work	

Garbage Collection

Project Reference 2

Date of Completion	
Name of Owner	
Contact Name	
Email Address	
Telephone Number	
Project Name	
Description of Work	
Supervisory Staff	
Value of Work	

Garbage Collection

Project Reference 3

Date of Completion	
Name of Owner	
Contact Name	
Email Address	
Telephone Number	
Project Name	
Description of Work	
Supervisory Staff	
Value of Work	

Bidder's Senior Supervisory Staff

The Bidder is required to supply the name, position and experience of the Senior Supervisory Staff to be assigned, if successful.

Name of Individual	Position	Qualification and Years of Experience

List of Subcontractors and Suppliers

Name only one Subcontractor or Supplier for each item of work. The Bidder shall be bound, except as otherwise provided in the Contract Documents, to use the Subcontractors and Suppliers named below for the work of this Contract. Where the Bidder does not intend to employ a Subcontractor, insert the words “Own Forces” in the space provided. No blank spaces are to be left.

If, in addition, the Bidder proposes to sublet a part of the work which is not listed below, he/she shall add the sub-trade and the proposed Subcontractor’s name to the list.

Item No.	Sub-Trade	Subcontractor or Supplier (Name and Address)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Garbage Collection

Price and Declaration

In order for the Proposal to be complete, all areas of the Price and Declaration – (this form) must be completed and any other information as requested must be provided.

Total Price Proposal per Year

Year	Date	Price	HST	Total
1	**June 2027 – June 2028**	**$**	**$**	**$**
2	**June 2028 – June 2029**	**$**	**$**	**$**
3	**June 2029 – June 2030**	**$**	**$**	**$**
4	**June 2031 – June 2032**	**$**	**$**	**$**
5	**June 2032 – June 2033**	**$**	**$**	**$**
6	**June 2033– June 2034**	**$**	**$**	**$**
7	**June 2034 – June 2035**	**$**	**$**	**$**
Total		**$**	**$**	**$**

1. I/We Declare that this submission is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a submission for the same purchase and is in all

   respects fair and without collusion or fraud.

2. I/We Declare that all matters stated in the submitted Response to Tender are in all respects true.

3. The undersigned have carefully read the Requirements as per the Tender, and have satisfied ourselves as to the conditions under which the transaction and subsequent items to be supplied, and do hereby submit this response to Negotiable Reust for Proposal to The Corporation of the Township of Selwyn for **Negotiable Request for Proposals for Garbage Collection**

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. If selected as the Contractor, I/We agree to abide by the terms and schedule as set out in the Tender and Price with its Specifications and provisions for the price shown.

6. The price submitted shall be firm for a period of not less than ninety (90) calendar days from the closing date of this Request for Tender.

Dated at_____ this _____ day of _____ 2026

_____

Signature

_____

Signing Authority (Print Name)

_____

Company Name

_____

Street Address/City/Town/Postal Code

_____

Telephone/Email/Fax Number

Bidders Checklist

Before submitting your tender, check and initial the following points:

	✓
Was the proposal received before the specified closing date and time?	
Was the proposal was submitted in a sealed envelope clearly marked with the tender name, Bidder's name and return address clearly identified on the envelope.	
Was the proposal was delivered to the Township of Selwyn Municipal Office at the address specified in the proposal?	
Have you completed all schedules in the Form of Tender?	
All required documents are included in the submission.	
Has your tender been singed?	
Have you attached a preliminary project schedule?	
Have you entered all required prices?	
Have you completed, signed, and included all Addenda where required to do so, and indicated the number of Addenda in your Form of Tender?	
Have you listed your experience with the successful completion of similar work?	
Have you listed your senior staff and stated their qualifications and experience?	
Have you provided your Workplace Safety and Insurance Board experience rating?	
Are the documents complete?	