



REQUEST FOR PROPOSALS
June 22, 2022

FOR PUBLIC WORKS & UTILITIES

Provision of Recycling Services
Residential Curbside Collection and Processing

PROJECT # ES1_2022

CITY OF MOOSE JAW
SASKATCHEWAN

Closing Date:
July 20th, 2022 at 2:00pm (CST)

INSTRUCTIONS TO PROPONENTS

INTRODUCTION

1. The City of Moose Jaw collects recycling from approximately 11,750 residences with fully automated standard sized blue 360L medium-density polyethylene carts. This service is provided bi-weekly (every two weeks) year-round to residents that are subscribed to the service.
2. The City of Moose Jaw ("City" or "Moose Jaw") is inviting proposals from qualified service providers for the collection of these carts and the processing of recyclable materials collected in these carts on a bi-weekly basis (every two weeks).
3. The City intends to enter into a multi-year service agreement with the successful proponent starting October 1st, 2022
4. The City of Moose Jaw has provided single-stream curbside recycling collection to residents since implementation of the program October 1st, 2015.
5. The Request for Proposal (RFP) will be awarded by the City following proper approvals and provided certain conditions are met.
6. This RFP is not a tender and is not subject to the law of competitive bidding. No bid contract or agreement is created by the submission of the proposal.

INQUIRES

7. Any inquires concerning this RFP should be directed in writing to the following:

Attention: Jesse Watamanuk or
Utilities Supervisor Enviro Services
City of Moose Jaw
1010 High St W
Moose Jaw, SK
S6H 1T9
Email: jwtamanuk@moosejaw.ca

Attention: Darrin Stephanson
Director of Public Works and Utilities
City of Moose Jaw
1010 High St W
Moose Jaw, SK
S6H 1T9
Email: dstephanson@moosejaw.ca

8. All inquires should be in writing and received by the City on or before July 13, 2022
9. Moose Jaw may circulate its response to any inquires to all proponents, along with the original inquiry and may post such response and original inquiry on www.sasktenders.ca and www.moosejaw.ca or may choose not to reply to any inquiry.
10. Proponents should refrain from contacting other employees, agents or members of Council of the City in respect to this RFP process, including for the purposes of lobbying or attempting to influence the outcome of this RFP process. Any such contact may, at the City's sole discretion, result in disqualification.
11. One (1) electronic copy of the proposal should be submitted by email to operationsbids@moosejaw.ca by 2:00pm (CST) July 20, 2022 and in addition to the other requirements for submissions, meet the following conditions:

12. Subject line to include ATTN: Project Contact Name, Project Number, Project Name;
13. Message body to include: Respondent Name, Company, Contact Information, Brief Description of the Project;
14. Submission Attachment: The submission must be in .pdf format with the Project Number and Proponents name in the file name;
15. The email must be smaller than 50MB;
16. And if multiple emails are required to transfer the submission, the first email must contain clear instructions on how the additional files integrate into one (1) document.
17. Submissions will be date and time stamped based on the date and time shown when the email is received. If multiple emails are required, the time of the final email will be used.
18. **Facsimile submissions will not be accepted.**
19. If you require additional time to submit your proposal, you should contact Jesse Watamanuk by email at jwatamanuk@moosejaw.ca the City of Moose Jaw may, in its sole discretion allow additional time for proponents to submit a proposal.
20. Proposals and accompanying documentation provided to the City of Moose Jaw in response to this RFP will not be returned.

CONTENT OF PROPOSALS

21. Proponents may provide additional information beyond that requested in the RFP for the City of Moose Jaws consideration. Any such additional information may be considered by the City in its sole discretion.
22. Proponents may be asked to submit additional information pertaining to their past projects and such other information as the City might reasonably require.

COST OF PROPOSALS

23. The City is not responsible for any costs incurred by proponents in preparing their proposals, attending any meetings or interviews with the City, making any presentations to the City in connection with their proposals, or otherwise incurred in connection with this RFP process.
24. This RFP does not create any legal obligations between the City and any proponent.

EVALUATION PROCESS

25. The City intends to enter into a service agreement (as defined below under "Form of Service Agreement") with the proponent whose proposal offers the best overall value, as determined by the City in its sole discretion.
26. Proposal will be opened and evaluated privately.
27. In assessing proposals, the City will take into consideration the following evaluation criteria:
 - a) Qualifications and experience of the proponent and its lead personnel in providing similar services;

- b) Qualifications and experience of any sub-contractors and their lead personnel in providing similar services;
- c) Previous experience of the City in working with the proponent and its lead personnel and any proposed sub-contractors and their lead personnel;
- d) Capacity of the proponent to meet the potential service requirements of the City as needed in a timely and efficient manner, including the qualifications, experience and availability of the proponents other proposed professionals;
- e) Fee proposal;
- f) Terms of the Service Agreement that the proponent is prepared to accept and the amount of the professional liability insurance carried by the proponent; and
- g) Such other criteria as the City considers relevant.

The City has not predetermined the relative importance of the above evaluation criteria.

- 28. Proponents are advised that the evaluation process is subjective in nature and the City's intention is to consider, in its sole discretion, each proposal on its merits, without regard to the rules or principles of competitive bidding or other legal duties, including without regard to whether a proposal is compliant with this RFP.
- 29. An invitation to interview or to negotiate does not obligate the City to conclude a Service Agreement with that proponent. The City may interview or may negotiate any aspect of any proposal with one or more proponents at any time.
- 30. The City will notify all unsuccessful proponents, by mail, within two weeks after entering into a Service Agreement. Unsuccessful proponents may request a debriefing interview, to obtain feedback on their proposal, within two weeks after receiving a notification letter.

ANTICIPATED SCHEDULE OF EVENTS

- 31. The following is the anticipated schedule of events related to this RFP. These dates are provided as target dates only and may be changed at any time by the City in its sole discretion:

RFP Released	June 22, 2022
Closing Date	July 20, 2022
Tentative Evaluation	Approx. 5 days following closing date
Tentative Service Agreement Execution	October 1, 2022

FORM OF SERVICE AGREEMENT

- 32. Any successful proponent(s) will be expected to enter into a Service Agreement based on a form of agreement with such modifications as agreed to by the City and a chosen proponent.
- 33. The expected term of the Service Agreement with the selected firm will be for an initial 3 years with the City having the discretion to extend the contract for up to two (2) consecutive periods of two (2) years each.

June 22, 2022

EFFECT OF RFP

34. This RFP is not intended to be a tender or otherwise subject to the laws of applicable to competitive bidding. Until such time as Moose Jaw signs a definitive Services Agreement with a proponent, Moose Jaw does not intend to create a contractual relationship including a bid contract (either expressed or implied) with any proponent submitting a response to this RFP.
35. Submission of a proposal does not obligate the City to accept any proposal or to proceed further with any services. Consideration of any proposal shall be in the City's sole discretion.
36. Proposals may be withdrawn or amended by proponents at any time by written notice to the City prior to the City and a proponent signing a formal contract.
37. For greater certainty, proponents are advised that the City is intending to conduct a flexible procurement process, not subject to the law of competitive bidding or other legal duties, and that the City may, in its sole discretion, at any time and for any reason:
 - a) Reject any and all proposals (including, for greater certainty, the lowest cost proposal);
 - b) Modify or vary any aspect of this RFP at any time before or after the time for submission of proposals;
 - c) Extend the deadline for submission of proposals at any time before or after the time for submission of proposals;
 - d) Accept any non-compliant, conditional or irregular proposal or any alternate proposal, in whole or in part;
 - e) Discuss the terms of a proposal submitted by a proponent with that proponent at any time, on a confidential basis, for the purpose of clarification and/or negotiation of that proposal;
 - f) Allow any proponent submitting a proposal to modify or vary any aspect of its proposal at any time;
 - g) Verify or seek clarification of any and all information provided pursuant to this RFP;
 - h) Negotiate any aspect of any proposal (including the fee proposal, lead personnel and the Service Agreement) with any one or more proponents at any time;
 - i) Allow any proponent submitting a proposal to make changes to its lead personnel and/or;
 - j) Cancel this RFP at any time for any reason and thereafter proceed in any manner it sees fit, in its sole discretion, including:
 - i. Issuing a new request for proposals or other procurement document based on the same or changed specifications or other requirements;
 - ii. Entering into sole source negotiations with any one or more of the proponents or any other person; or
 - iii. Cancelling the procurement in its entirety.

CONFIDENTIALITY, PUBLIC ANNOUNCEMENTS

38. Proponents are expected to keep confidential all documents, data, information and other materials of Moose Jaw which are provided to or obtained or accessed by a proponent in relation to this RFP, other than documents which Moose Jaw places in the public domain. Proponents are expected not to make any public announcements or news releases regarding this RFP or the entering into a Services Agreement pursuant to this RFP, without the prior written approval of Moose Jaw.
39. Proponents are advised that as a city, Moose Jaw is subject to the provisions of *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan), which provides a right of access to information in records under the control of a municipality. Proponents are advised that Moose Jaw may be required to disclose the RFP documents and a part or parts of any proposal in response to this RFP pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan).
40. Proponents are also advised that *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) does provide protection for confidential and proprietary business information; however, proponents are strongly advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their proposal in response to this RFP. **Proponents should identify any information in their proposals that they consider to be confidential or proprietary business information.**

CONFIDENTIALITY, PUBLIC ANNOUNCEMENTS

41. This procurement is subject to Annex 502.4 of the Agreement on Internal Trade.

Schedule “A” – Scope of Services

SCOPE OF PROJECT

The following includes many of the specific responsibilities of the contractor and should be considered as minimum requirements only. The Proponent is encouraged to add whatever duties they may feel are necessary to provide the City with adequate professional services on this project. All work, including that listed in the Terms of Reference, should be listed in detail in the proponent's submission.

SUMMARY

The City is requesting the contractor provide collection and processing services for the municipalities residential curbside recycling program.

PROJECT OBJECTIVES AND DELIVERABLES

The contractor will supply all expertise, supervision, labour, materials, equipment, and incidentals to complete the following:

GENERAL

1. Work closely with the Public Works and Utilities Department of the City of Moose Jaw to ensure all needs are met.
2. Coordinate the activities of the sub-contractors (if any) required to complete the work.
3. Review and assimilate all relevant reports, plan and drawings, interview all relevant staff, and perform any other works that are required to complete the project.
4. Follow all applicable engineering standards, guidelines and best practices.
5. Follow all rules and regulations pertaining to environmental requirements for collection, processing, and disposal.
6. Follow all applicable municipal policies and bylaws for collection, disposal, and traffic control activities.
7. All recyclable materials collected and removed by the Contractor are the sole property of the Contractor and the Contractor shall have the exclusive and inalienable right to recover and secure proceeds from the sale of said recyclable materials and the City shall have no claim whatsoever on the proceeds from the sale thereof, except as allowed under the Saskatchewan Multi-Material Stewardship Program
8. Ensure all reasonable and practicable steps are taken so the recyclable materials are delivered to an established Material Recovery Facility (MRF) and not unnecessarily disposed of or Landfilled.

MINIMUM REQUIREMENTS:

The services associated with the contract will consist of, but are not limited to:

1. The collection of recyclable materials from curbside for all subscribed residential properties (The point of collection for residences varies but is approximately 70% rear lane and 30% front street)

2. Collection shall occur as per the bi-weekly schedule set forth by the City; Monday to Friday between the hours of 6:00am to 6:00pm. Scheduled collection on Statutory holidays will require collection to take place on or immediately preceding the date.
3. Collection from residential properties that require roll in/roll back service due to disabilities (list to be provided) currently 30 individual properties.
4. Collecting, sorting, delivering and marketing of recyclable materials from curbside collection to a recovery center pursuant to the Saskatchewan Multi-Material Stewardship Western (MMSW) Program.
5. Ensure all necessary reporting of volumes and types of materials is occurring on a monthly basis to enable the city to participate in the Saskatchewan Multi-Material Stewardship Program and provide as requested any additional information on the collection, cost of collection, volumes, types and sale of recyclable materials to the MMSW program.
6. Ensure the curbside collection program can accept a majority of the recyclable materials including but not limited to; cardboard, boxboard, office paper, newsprint, junk mail, magazines, catalogues, plastic containers, milk cartons, plastic milk jugs, plastics numbered 1 through 7, tin and aluminum cans.
7. Staff must be fully trained and licensed to operate the collection fleet as per all Provincial Regulations and Laws.
8. Operating staff shall be uniformed, and the collection fleet must be identifiable as the contractors.
9. Provision of equipment must be adequate to maintain daily collection operations and maintenance.
10. Provide the City a detailed schedule that clearly identifies hours of operation, staff and equipment, including back ups that may be utilized in the provision of recycling collection and processing.
11. The successful proponent must obtain or have a business license with the City of Moose Jaw prior to commencement of work
12. Provide Administration staff and support staff to handle complaints, insurance claims, reporting and rectifying missed collections, routing issues, reporting cart replacements and communicating these issues with City administration staff regularly.
13. Tag carts that are not in compliance with municipal bylaws for collection activities.
14. Provide collection to new properties as requested ie) new single-family houses. Services shall be extended to these units immediately upon request for the service, at the same unit price submitted.

Schedule “B” – Proposal Content Requirements

Proponents should, at a minimum, include the following information in their Proposals.

RELEVANT EXPERIENCE

1. A description of your firm's experience within the past 5 years for services similar to those required by the City for the Project,
 - A) on behalf of municipalities; and
 - B) in Saskatchewan and/or in the City or surrounding area.
2. Describe your firm's understanding of the anticipated challenges associated with the Project and suggested methods for dealing with such challenges.

LEAD PERSONNEL

3. Identify the lead personnel responsible to lead the delivery of the various service phases and their expected involvement in the Project. The City expects that each of the identified lead personnel will be licensed and in good standing to perform the services in Saskatchewan.
4. Describe the relevant experience of the lead personnel and include their resumes and professional designations.

PROFESSIONAL LIABILITY INSURANCE

5. The City prefers that the successful proponent carries professional liability insurance in an amount of not less than \$5,000,000.00 per occurrence. Please confirm the amount of professional liability insurance your firm carries.

FEE PROPOSAL

6. Proponents should provide a fee proposal which addresses the following:

A) Fixed Fee:

In connection with all the Services described in Schedule "B", please provide a time plus materials-based fee including an upset limit that you are prepared to offer and describe any conditions or limitations applicable to such fees. Additionally, please provide costing on a per year basis for both the design of the program and implementation/execution of the program including a proposed timeline of service/deliverables.

Fixed fee operational costs can be provided in tabular form with a detailed price breakdown for each category of the work performed and a statement of the total Contract cost, on a yearly basis.

B) Hourly Rates:

In connection with any Additional Services, as defined in the Service Agreement, please provide a complete schedule of all hourly rates for the lead personnel, any other professionals and any other service providers expected to work on the Project, exclusive of GST. Also indicate the duration that the hourly rates will remain in effect for.

If hourly rates are to be adjusted for future years, in the event the City exercises its options to extend the Service Agreement how would such rates be adjusted and describe whether they would be subject to a not-to-exceed escalation factor.

C) Reimbursable Expenses:

Please describe any other reimbursable expense categories and any proposed mark-up. The City prefers that no mark-up is proposed for reimbursable expenses.

7. The City is interested in considering any value-added services a proponent may have to offer. This may include options to accept a larger variety of recycling materials in the curbside collection program.
8. The City will retain the services of the successful proponent for the provision of the municipalities curbside recycling services program

EXCEPTIONS TO SERVICES AGREEMENT TERMS

9. A detailed description of any exceptions or additions to the Service Agreement should be clearly set out in a proponent's proposal. The City will assume, in the absence of any such exceptions or additions, that the proponent accepts the form of Service Agreement.

CONFLICT OF INTEREST DISCLOSURE

10. Disclose any actual or potential conflicts of interest that may exist between your firm, its management, employees, or proposed sub-contractors and the City, its members of Council, management, or employees, and the nature of such conflict of interest. If a proponent has no such conflict of interest, a statement to that effect should be included in its proposal. The City employees are ineligible to participate, directly or indirectly, with any proponent or its team (including as a sub-contractor).

CONFIDENTIALITY

11. Identify any information in your proposal or communications with the City which you consider to be confidential or proprietary. Proponents acknowledge that the City and all materials in its possession are subject to *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan).

Schedule “C” – Information Available

1. Zone Maps for Collection Routes
2. 2022 Collection Calendar
3. Residential Recycling Cart List (serial numbered carts assigned to individual properties)
4. List of Recyclable materials collected in single stream carts
5. List of Properties requiring roll in/back services