

Request for Proposals Number 2023-09
Establishment and Operation of Receiving Facilities for City of Toronto Districts
Addendum # 2 – December 19, 2023

The Proposal Submission Deadline is unchanged by Addendum # 2.

Addendum # 2 includes revision R4.

Addendum # 2 also includes responses to questions submitted in writing between November 25, 2023 and December 15, 2023.

All other terms and conditions remain the same.

Include this addendum in Appendix D: Proposal Form under Acknowledgement of Receipt and Acceptance of Addenda as Addendum #2.

R4 Request for Proposals, Appendix A: Draft MSA.

Replace Appendix A Master Services Agreement with the revised Appendix A Master Services Agreement found [here](#). A comparison document displaying the revisions can be found [here](#).

Questions Submitted in Writing

1. Should the Proponent assume the tonnage presented in Appendix K for each District will be received at the RF based on current collection schedule (which is bi-weekly collection)? If it is bi-weekly collection, should the Proponent submit a base bid assuming that recyclables will be delivered to the RF:
 - a. Once every 2 weeks for the entire District? Or
 - b. Roughly half of the District's tonnage in week 1, and the other half of the District's tonnage in week 2?

R: Proponents should base their proposal on b).

2. The tonnages in Appendix K for RFP2023-09 were previously the same as the tonnage information in Appendix K for RFP2023-07. However, a recent addendum issued by CMO for RFP2023-07 provided revised tonnage for all 4 Districts. Can CMO confirm what tonnage the Proponent should use for RFP2023-09?

R: Refer to R3 in Addendum # 1.

Request for Proposals Number 2023-09
Establishment and Operation of Receiving Facilities for City of Toronto Districts
Addendum # 2 – December 19, 2023

3. If an entity does not submit a proposal, Is it permissible for the entity to engage in negotiations as a Person following the RFP closing date?

R: Refer to RFP 2023-09 Section 5.11(b) (iv) and (vi). Whether the Issuing Authority will engage in negotiations with any Person is at the discretion of the Issuing Authority.

4. Could a Proponent submit [a proposal] in which if all districts are not awarded the bid would be rescinded?

R: If a Proponent has submitted a proposal for multiple Districts, the Proponent can specify, as an exception in accordance with Section 4.3.4 of the RFP, that the proposal is valid only if all, or certain Districts, are awarded to the Proponent.

5. The districts outlined in the RFP do not align with City of Toronto Districts. Will there be a revision made to align them with current City of Toronto Districts?

R: No. The Issuing Authority utilized language from a City of Toronto RFP to describe the City of Toronto Districts in Receiving Facility RFP 2023-09.

6. RFP Section 3.4 (e) specifies who is required to sign the Proposal for the following entities: Sole Proprietorships, Partnerships, Limited Companies, and Joint Ventures. Can a Municipality sign and submit a Proposal and if so, who must the signatory be?

R: A Proposal submitted by a municipality should be signed by a duly authorized signing officer(s) in their normal signature(s). Insert the officer's capacity in which the signing officer acts, under each signature. If an officer has been delegated express authority by by-law or resolution, include the reference to the by-law/resolution number.

7. Pertaining to RFP Table 4.1: Proposal Evaluation Criteria, Section 7. Receiving Facilities: Description of Receiving Facility equipment:
- i. Make and model of compactor(s);
 - ii. Compactor throughput per hour (Single Stream);
 - iii. Make and model of rolling stock vehicles that would be used to conduct the work;
 - iv. Make and model of other equipment that would be used to conduct the work;

Request for Proposals Number 2023-09
Establishment and Operation of Receiving Facilities for City of Toronto Districts
Addendum # 2 – December 19, 2023

Is it mandatory to load recyclables through compactors? Furthermore, if compactors are not utilized, will this result in a deduction of points or affect the evaluation of a proposal? Additionally, in scenarios where compactors are not used at a particular RF, could you specify what additional information would be required concerning the truck loading system?

R: Compacting is assessed as part of the Technical Proposal. See Table 4.1, Section 7.

8. Pertaining to RFP Table 4.1: Proposal Evaluation Criteria, Section 10 Operating Plan:
- a. Description of split-weighing protocol (i.e., vehicle queuing, ensuring weights are recorded for each compartment);
 - b. Description of how a Receiving Facility will receive both Collected Material from Eligible Sources and Collected Material from Public Space Receptacles and how each source of Collected Material will be kept separate during receiving, consolidation and loading;

What is the estimated number of vehicles per district that would be required to be split weighed?

R: The number of vehicles requiring split weighing is dependent on the outcome of Collection RFP 2023-07. The Issuing Authority does not have this information at this time.

9. Pertaining to RFP Table 4.1: Proposal Evaluation Criteria, Section 14. Customer Service & Complaints Management: We would like to request further clarification regarding the term 'direct complaint' as mentioned in the section above. Could you please specify the source or origin of the complaints referred to by this term?

R: Examples of sources of direct complaints would be owners of property adjoining or physically proximate to the Receiving Facility, an operator of a Collection Vehicle delivering to the Receiving Facility, a producer responsibility organization picking up Collected Material from the Receiving Facility.

Request for Proposals Number 2023-09
Establishment and Operation of Receiving Facilities for City of Toronto Districts
Addendum # 2 – December 19, 2023

10. Pertaining to RFP Article 4, Section 4.4 Proponent Initiated Alternative Options:
Will an alternate proposal bid be accepted for evaluation without submitting a base bid?

R: No. Refer to RFP Article 4, Section 4.4(f).

11. Pertaining to MSA Article 3, Section 3.1 Receiving Facility Services: If a proponent submits a proposal with a dependency on getting provincial Environmental Compliance Approvals (ECA) approved, what would happen if the Province was delayed in their approvals process, causing contractor not to have the ECAs in place on Day 1 of the contract?

R: The Contractor's obligations under the MSA are subject to Section 7.5 Termination.

12. Will a base bid or alternate proposal bid be accepted for evaluation if there are terms that have been qualified via the exceptions document as described in section 4.3.4 of the RFP (e.g. "subject to City Council approval")?

R: Refer to RFP 2023-09 Section 4.3.4(a). A Proposal with an exception may, in the sole and absolute discretion of the Issuing Authority, be rejected or may, in the sole and absolute discretion of the Issuing Authority, be retained for consideration and selection.

13. Would the proponent be beholden to meet the requirements if they are held up on account of the Province's approval process?

R: See response to Q11.

14. If the Issuing Authority (IA) requires this additional contingency capacity on Day 1 of the contract, would Circular Materials approach the Province with the successful proponent and ask them to fast track the approvals process to have the appropriate ECAs in place?

R: Circular Materials will request that the Ministry of Environment, Conservation and Parks Approvals Branch expedite the application.

15. Pertaining to MSA Article 5 Service Provision: Contractor Management Section

Request for Proposals Number 2023-09
Establishment and Operation of Receiving Facilities for City of Toronto Districts
Addendum # 2 – December 19, 2023

5.2 (c): The supervisors shall monitor daily the Work performed under this MSA and the applicable Statement of Work and will be responsible to address all customer complaints, spills and accidents that occur during the performance of this MSA. Please define the specific entities covered by the term 'customers'.

R: Customers in this usage means collection contractors delivering to the Receiving Facility and Producer Responsibility Organizations picking up from the receiving facility. Refer to R4.

16. Pertaining to MSA Section 5.9(e) Access to Work: "Contractor and RLG may, if mutually agreed, adopt a confidentiality acknowledgment specifically in respect of the access and audit rights (in Section 8.6) under this Agreement that may be provided to RLG's employees and independent contractors (a copy of which acknowledgement would be provided to Contractor) prior to gaining access to the Receiving Facility or records, as the case may be."

We have reviewed the requirements in the context of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), R.S.O. 1990, c. M.56, and would like to address a specific aspect concerning information sharing. To ensure compliance with MFIPPA, we propose an amendment to the RFP. This amendment would allow for the sharing of information if access is granted through a formal MFIPPA request.

R: Section 5.9(e) of the MSA permits the Contractor and RLG to agree to require RLG's employees and independent contractors to enter a confidentiality acknowledgment in respect of access and audit rights. The confidentiality acknowledgment, if any, would not impose obligation on the Contractor.

17. Pertaining to MSA Section 6.8(a) Limited Liabilities: "Subject to Section 6.8(b), the total cumulative liability of the Contractor to RLG for all Losses and Claims of any kind with respect to this MSA, whether based on tort, negligence, contract, warranty, strict liability or otherwise shall be the total amount of the Contract Price paid to the Contractor for the Work, provided that in the first twelve (12) months after any Statement of Work Effective Date, such total cumulative liability shall include, without duplication, RLG's reasonable estimate of the Contract Price expected to be paid to the Contractor for the Work of the applicable Statements of Work during the first twelve (12) months after the corresponding Statement of Work Effective Date (the

Request for Proposals Number 2023-09
Establishment and Operation of Receiving Facilities for City of Toronto Districts
Addendum # 2 – December 19, 2023

“Contractor Liability Threshold”).”

Instead of being based on an estimate, can the Limited Liability be based on the actual amounts paid in the preceding year (or twelve-month period)”

R: No. For the first twelve months of a Statement of Work, there are no actual amounts paid in the year preceding a Statement of Work Effective Date and hence an estimate must be used.

18. Pertaining to MSA Section 7.3(a) Responsibility for Damages/Indemnification:

“Without limiting the generality of any other provision of this MSA, the Contractor shall indemnify and hold harmless RLG, CMO and their respective officers, directors, employees, agents and representatives (collectively, the “Indemnitees”) from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the Indemnitees, directly or indirectly arising out of this MSA attributable, wholly or in part, to:”

Please provide further clarification on the objectives and considerations that informed the inclusion of the above, including the underlying motivations and any specific challenges or requirements the Issuing Authority is aiming to address through this section.

R: MSA, Section 7.3(a) was developed based on reasonable commercial expectations informed by an analysis of the market for services related to Blue Box Material.

19. Pertaining to MSA, Section 7.3 (a) (i) Responsibility for Damages/Indemnification:

“any negligent acts or omissions, nuisance or wilful misconduct of the Contractor, its officers, agents, servants, employees, licensees or Subcontractors or in connection with any failure to comply with, or breach of, any of the Contractor’s obligations under this MSA;”

Please provide further details on the specific concerns or issues the term nuisance is intended to address. In our experience, certain aspects labeled as 'nuisance' may be outside our direct control, yet we actively manage and mitigate them as part of our operational processes. Can you rephrase or remove this term to ensure a more precise and objective description of the requirement?

Request for Proposals Number 2023-09
Establishment and Operation of Receiving Facilities for City of Toronto Districts
Addendum # 2 – December 19, 2023

R: No. In the MSA, Section 7.3(a) refers to "... nuisance... of the Contractor... Subcontractor...", which is directly controlled by the Contractor or by those the Contractor should be able to control.

20. Pertaining to SOW, Exhibit 1, Article 3, Service Provision, Section 3.1 (d): "The Contractor shall provide twenty-five per cent (25%) contingency receiving capacity at an RF to minimize delays in unloading Collected Material from Inbound Vehicles. The contingency receiving capacity shall be calculated using an average of two days of incoming Collected Material. For clarity, the cost and expense of providing for such contingency receiving capacity are included in, and form part of, the Receiving Facility Unit Prices set out in Section 1.2 of Exhibit 4."

We are seeking clarification regarding the 25% contingency receiving capacity as outlined in the RFQ. Could you confirm whether this requirement applies to the entire district capacity, or is it specific to an individual RF? For example, if two RF are being put forward to serve one district, is the 25% contingency a combined for those 2 RF? Further is the 25% contingency requirement calculated by taking the district number, divided by working days multiplied by 1.25?

R: The 25% contingency capacity provided for in Section 3.1(d) of the Statement of Work is applied by receiving facility.

21. Pertaining to SOW, Exhibit 1, Article 3, Service Provision, Section 3.1 (s): "If any RF will exceed its permitted daily capacity as a result of an increase in the quantity of Collected Material received, the Contractor shall, at no additional cost to RLG, provide additional capacity or an alternative RF to manage the daily quantity of Collected Material. If an alternative RF is proposed, the Contractor shall continue to meet the 1 (one) hour maximum driving time required to reach an RF from Eligible Sources in a District. For the avoidance of doubt, no RF shall be required to accept Collected Material in excess of the twenty-five per cent (25%) contingency receiving capacity referred to above."

The above section references a 1 (one) hour maximum driving time requirement. Would it be possible to revise this to a measure of distance instead of time as one hour

Request for Proposals Number 2023-09
Establishment and Operation of Receiving Facilities for City of Toronto Districts
Addendum # 2 – December 19, 2023

driving time can cover variable distances depending on the location of the RF, time and day of the week.

R: No. Pursuant to RFP, Section 4.2.3, Table 4.1, Section 10. Operating Plan, "The driving time shall be measured based on the average amount of time required to complete the drive from Eligible Sources to a Receiving Facility over the course of a typical day".

22. In the SOW it states "Every Inbound Vehicle must have a tare weight taken once every two (2) calendar months without exception. To alleviate the potential for backup and delays on the weigh scale, tare weight timing shall be staggered." Can the Issuing Authority confirm that once we have a tare weight for each truck taken, we are able to scale a truck in and out at the same time without having to have a truck return to the scale to scale out empty?

R: Yes. The Statement of Work, Exhibit 1, Section 3.1(k)(vi) requires an Inbound Vehicle to have a tare weight taken once every two (2) calendar months without exception. Within this two month period, an Inbound Vehicle that contained only Blue Box Material is not required to scale out empty.

23. Pertaining to SOW, Exhibit 1, Article 3 Service Provision, Section 3.2: "RFs shall be open to receive Inbound Vehicles and Outbound Vehicles 7am to 7pm on Business Days unless otherwise approved by RLG. [NTD: This section may be modified to twenty-four (24) hours per day for selected Receiving Facilities.]" We are seeking clarification on the operational requirements for a RF that is open twenty-four (24) hours per day, as outlined in the RFQ. Specifically, we would like to understand if the facility's responsibilities are limited to receiving materials during these hours, or if there will also be a requirement to facilitate pick-ups by Producer Responsibility Organizations (PROs) and material sampling?

R: Where an RF is to be operational twenty-four (24) hours per day, the Contractor will be expected to receive Collection Vehicles and facilitate pick up of Collected Material by PROs during the entire twenty-four hour period.

24. Pertaining to SOW, Exhibit 3: Inbound Collected Material Sampling Protocol, how will sampling be coordinated if there are multiple contractors unloading Blue Box Materials at different transfer stations?

Request for Proposals Number 2023-09
Establishment and Operation of Receiving Facilities for City of Toronto Districts
Addendum # 2 – December 19, 2023

R: RLG will provide a sampling schedule based on the Collection Contractors that are delivering to each Receiving Facility.

25. Pertaining to Appendix K: Information provides the estimated tonnes collected in each district for 2026. Can you please provide, if available, a minimum to maximum range for each district?

R: No.

26. Can the Issuing Authority confirm that all Eligible Sources can be mixed at the Receiving Facility (i.e., Single-Family, Multi-Family, RH, LTC and schools)?

R: Statement of Work Section 3.1 (o) states: "The Contractor shall not mix Collected Material from Eligible Sources and Collected Material from Public Space Receptacles on a tipping floor or during consolidation and loading". Collected Material from Eligible Sources may be mixed.

27. Can the Issuing Authority confirm that the Receiving Facility needs to have separate areas for the Public Space Material and for the Eligible Sources?

R: Correct. Refer to the Statement of Work, Exhibit 1, Section 3.1(o).

28. If a party submits a proposal with an Exceptions document and the Issuing Authority decides not to consider the Exceptions document, then would the Issuing Authority automatically consider the submission without the Exceptions document as the party's proposal and potentially award the RFP to the party solely based on that proposal? Or would the Issuing Authority first request written confirmation from the proponent that the proponent still wants its proposal considered for award?

R: The Issuing Authority considers the Exceptions document when evaluating the Proposal and, if the Proponent is identified as the Preferred Proponent, when finalizing the Master Services Agreement and Statement of Work. In finalizing the Master Services Agreement and Statement of Work, the Issuing Authority will identify the Preferred Proponent's Exceptions that are not subject to negotiation and the Issuing Authority's response to the Preferred Proponent's Exceptions that are not subject to negotiation.

29. The MSA states that a service level credit is "to compensate RLG for such an infraction and not as a penalty". How was the service level credit of \$500/incident established

Request for Proposals Number 2023-09
Establishment and Operation of Receiving Facilities for City of Toronto Districts
Addendum # 2 – December 19, 2023

for “failure to behave courteously or appropriately” calculated?

R: CMO established the amount of the service level failure credit based on its pre-estimate of the reputational harm that would arise from such behaviour.

30. Please define what type of vehicle is considered top loading as referred to in Section 3.1 of the Scope of Work?

R: A top loading truck is a Collection Vehicle into which Blue Box Material is loaded into the top of the compartment rather than into the side or rear of the compartment.

31. Will a base proposal with an exceptions document be evaluated in the same way as an alternate proposal? What will the process be?

R: The same process is used to evaluate a base proposal and an alternate proposal. However, depending on the content of the alternate proposal, the evaluation criteria in Table 4.1 may not all apply. Table 4.1 of the RFP sets out the Evaluation Criteria and associated Points Value. Refer to RFP 2023-09, Section 4.4(f).