



Request for Prequalification # 1095-2018

for

**The Receipt, Transfer and Haulage (if required)
and Processing of Organics from the Region's
Source Separated Organics Green Bin
Collection Program**

Issued: November 14, 2018

Submission Deadline: 2:00:00 p.m. on

December 11, 2018 local time

Document 1 of 3

Electronic Submission required

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Part 1 Invitation and Submission Instructions

1.1 Invitation to Respondents

This Request for Prequalification (the “RFPQ”) is an invitation by the Regional Municipality of Durham (“the Region”) to prospective respondents to submit responses for the **Receipt, Transfer and Haulage (if required) and Processing of Organics from the Region’s Source Separated Organics Green Bin Collection Program, RFPQ 1095-2018**, as further described in Section A-1 of the RFPQ (Appendix A) (the “Deliverables”).

1.2 RFPQ Contact

For the purposes of this procurement process, the “RFPQ Contact” will be:

Kelly Macpherson, CSCMP, Procurement Officer

All questions are to be submitted through the “Submit a Question” button within the Bidding System; not through email to the RFPQ Contact.

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Region, other than the RFPQ Contact, concerning matters regarding this RFPQ. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent’s response.

1.3 Prequalification Process

Responses will be evaluated in accordance with the evaluation process set out in Part 2 of the RFPQ. Based on the evaluation of responses, certain respondents will be selected for inclusion on a prequalified supplier list of suppliers that are eligible to participate in an invitational second-stage competitive process for the potential provision of the Deliverables to the Region.

1.4 RFPQ Timetable

Issue date of RFPQ	November 14, 2018
Deadline for questions	November 26, 2018
Deadline for issuing addenda	November 30, 2018
Submission Deadline	December 11, 2018 until 2:00pm local
Rectification Period	five (5) business days.

The RFPQ Timetable is tentative only and may be changed by the Region at any time.

1.5 Pre-Submission Meeting

Not applicable

1.6 Submission of Responses

1.6.1 Responses to be submitted at prescribed location

Responses must be submitted at the Region of Durham's bidding website
durham.bidsandtenders.ca

1.6.2 Responses to be Submitted On Time

Responses must be submitted on or before the Submission Deadline.
Responses submitted after the Submission Deadline will not be accepted.
Respondents are advised to make submissions well before the deadline.
Respondents making submissions near the deadline do so at their own risk.

1.6.3 Responses to be Submitted Electronically

All respondents shall have a Bidding System vendor account and be registered as a Plan Taker for this opportunity, which will enable the

Part 1 – Invitation and Submission Instructions

respondent to download the solicitation document, to receive addenda email notifications, download addenda and submit their responses electronically through the Bidding System.

Respondents are cautioned that the timing of their bid submission is based on when the response is received by the Bidding System, not when a response is submitted by a respondent, as transmission can be delayed due to file transfer size, transmission speed or other technical factors.

For the above reasons, the Region recommends that respondents allow sufficient time to upload their submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing date and time shall be determined by the Region's Bidding System web clock.

Respondents should contact the RFPQ Contact at least twenty-four (24) hours prior to deadline if they encounter any problems. The Bidding System will send a confirmation email to the respondent advising when the response was submitted successfully. If respondents do not receive a confirmation email, they should contact the RFPQ Contact immediately.

To ensure receipt of the latest information and updates via email regarding this opportunity, or if a respondent has obtained this solicitation document from a third party, the onus is on the respondent to create a Bidding System Vendor Account and register at Region of Durham's bidding website (durham.bidsandtenders.ca) as a plan taker for this opportunity.

1.6.4 **Amendment of Responses**

Respondents may amend their responses prior to the Submission Deadline. However, the respondent is solely responsible for ensuring that the amended response is received by the Region of Durham by the Submission Deadline.

1.6.5 **Withdrawal of Responses**

Respondents may withdraw their responses prior to the Submission Deadline. However, the respondent is solely responsible for ensuring that the withdrawn response is withdrawn by the Submission Deadline.

[End of Part 1]

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Part 2 Evaluation and Award

2.1 Stages of Evaluation

The Region will conduct the evaluation of responses in the following two stages.

2.1.1 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which responses comply with all the mandatory submission requirements. If a response fails to satisfy all of the mandatory submission requirements, the Region will issue the respondent a rectification notice identifying the deficiencies and providing the respondent an opportunity to rectify the deficiencies. If the respondent fails to satisfy the mandatory submission requirements within the Rectification Period, its response will be excluded from further consideration. The Rectification Period will begin to run from the date and time that the Region issues a rectification notice to the respondent. The mandatory submission requirements are set out in Section A-3 of the RFPQ Particulars (Appendix A).

2.1.2 Stage II – Evaluation

Stage II will consist of the following two sub-stages.

2.1.2.1 Mandatory Technical Requirements

Region will review the responses to determine whether the Mandatory Technical Requirements set out in Section A-4 of the RFPQ Particulars (Appendix A) have been met.

Questions or queries on the part of the Region as to whether a response has met the Mandatory Technical Requirements will be subject to the verification and clarification process set out in Part 3.

2.1.2.2 **Rated Criteria**

The Region will evaluate each qualified response on the basis of the rated criteria as set out in Section A-6 of the RFPQ Particulars (Appendix A).

2.2 Ranking and Selection of Respondents

Based on the evaluation of the responses in Stage II, all respondents scoring minimum threshold, as noted in Appendix A, A-6, will move on to the Reference Checks (refer 2.3 References).

2.3 References

The Region will contact references of the top-ranked respondents to obtain a score related to the reference scoring as indicated in Section A-6 of the RFPQ Particulars (Appendix A). If any top-ranked respondents fail to achieve a passing score, the Region may, without incurring any liability, withdraw the selection of that respondent.

Subject to the reserved rights of the Region, the top-ranked respondents passing the reference checks will be short-listed to participate in a potential invitational second-stage competitive process for the procurement of the Deliverables.

2.4 Notification of Top-Ranked Respondents

The top-ranked respondents selected by the Region to be included in the prequalified supplier list will be so notified by the Region in writing. Each selected respondent will be required to satisfy the Final Conditions of Award listed in Section A-5 of the RFPQ Particulars (Appendix A) within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the respondent and the selection of another respondent.

[End of Part 2]

Part 3 Terms and Conditions of the RFPQ Process

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

Respondents should structure their responses in accordance with the instructions in this RFPQ. Where information is requested in this RFPQ, any response made in a response should reference the applicable section numbers of this RFPQ.

3.1.2 Responses in English

All responses are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the respondent's response should be submitted in a fixed form, and the content of websites or other external documents referred to in the respondent's response but not attached will not be considered to form part of its response.

3.1.4 References and Past Performance

In the evaluation process, the Region may include information provided by the respondent's references and may also consider the respondent's past performance or conduct on previous contracts with the Region or other institutions.

3.1.5 Information in RFPQ Only an Estimate

The Region and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFPQ or issued by way of addenda. Any quantities shown or data contained in this RFPQ or provided by way of addenda are estimates only, and are for the sole purpose of indicating to respondents the general scale and scope of

the Deliverables. It is the respondent's responsibility to obtain all the information necessary to prepare a response in response to this RFPQ.

3.1.6 Respondents to Bear their Own Costs

The respondent will bear all costs associated with or incurred in the preparation and presentation of its response, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Response to be Retained by the Region

The Region will not return the response, or any accompanying documentation submitted by a respondent.

3.1.8 Trade Agreements

Respondents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement (CFTA) or Chapter 19 of the Canada European Union: Comprehensive Economic and Trade Agreement (CETA) are subject to that trade agreement but that the rights and obligations of the parties will be governed by the specific terms of this RFPQ.

3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract

This RFPQ process will not result in any commitment by the Region to purchase any goods or services from any respondent. While the Region intends to conduct an invitational second-stage competitive process for the procurement of the Deliverables, it is under no obligation to do so and the Region may choose not to proceed with a second-stage competitive process for the procurement of the Deliverables. The Region makes no guarantee of the value or volume of Deliverables that may be required. Any agreement entered into pursuant to an invitational second-stage competitive process will not be an exclusive contract for the provision of the described Deliverables. The Region may contract with others for

goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFPQ

3.2.1 Respondents to Review RFPQ

Respondents shall promptly examine all the documents comprising this RFPQ, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing through the Bidding System on or before the deadline for questions. All questions or comments submitted by respondents through the Bidding System shall be deemed to be received once the question has been entered into the Bidding System and email has been received by the respondent confirming that the question was saved in the Bidding System successfully. No such communications are to be directed to anyone outside of the Bidding System, and the Region shall not be responsible for any information provided by or obtained from any source other than the RFPQ Contact. The Region is under no obligation to provide additional information. It is the responsibility of the respondent to seek clarification on any matter it considers to be unclear. The Region shall not be responsible for any misunderstanding on the part of the respondent concerning this RFPQ or its process.

3.2.2 All New Information to Respondents by way of Addenda

This RFPQ may be amended only by addendum in accordance with this section. If the Region, for any reason, determines that it is necessary to provide additional information relating to this RFPQ, such information will be communicated to all respondents by addendum. Each addendum forms an integral part of this RFPQ and may contain important

information, including significant changes to this RFPQ. Respondents are responsible for obtaining all addenda issued by the Region. Respondents should confirm their receipt of all addenda in the electronic Submission Form.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the Region determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Region may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating responses, the Region may request further information from the respondent or third parties to verify, clarify or supplement the information provided in the respondent's response including but not limited to clarification with respect to whether a response meets the mandatory technical requirements set out in Section A-4 of the RFPQ Particulars (Appendix A). The Region may revisit and re-evaluate the respondent's response or ranking based on any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Respondents

Once the selected respondents have been notified, the other respondents shall be notified of the outcome of the procurement process by public posting in the same manner that the RFPQ was originally posted.

3.3.2 Debriefing

Respondents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFPQ Contact and must be made within thirty (30) days of such notification. The intent of the debriefing information session is to aid the

respondent in presenting a better response in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.3.3 Procurement Protest Procedure

If a respondent wishes to challenge the RFPQ process, it should provide written notice to the RFPQ Contact in accordance with the Region's vendor dispute mechanism and any applicable trade agreement or other applicable bid protest procedures. The notice must provide a detailed explanation of the respondent's concerns with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

The Region may disqualify a respondent for any conduct, situation or circumstances, determined by the Region, in its sole and absolute discretion, to constitute a Conflict of Interest, as defined in the electronic Submission Form

3.4.2 Disqualification for Prohibited Conduct

The Region may disqualify a respondent, rescind a notice of selection or terminate a contract subsequently entered into if the Region determines that the respondent has engaged in any conduct prohibited by this RFPQ.

3.4.3 Prohibited Respondent Communications

Respondents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the electronic Submission Form

3.4.4 **Respondent not to Communicate with Media**

Respondents must not at any time directly or indirectly communicate with the media in relation to this RFPQ or any agreement entered into pursuant to this RFPQ without first obtaining the written permission of the RFPQ Contact.

3.4.5 **No Lobbying**

Respondents must not, in relation to this RFPQ or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful respondent(s).

3.4.6 **Illegal or Unethical Conduct**

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Respondents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Region; deceitfulness; submitting responses containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFPQ.

3.4.7 **Past Performance or Past Conduct**

The Region may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;

- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the Region, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of the Region

All information provided by or obtained from the Region in any form in connection with this RFPQ either before or after the issuance of this RFPQ

- (a) is the sole property of the Region and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFPQ and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Region; and
- (d) must be returned by the respondent to the Region immediately upon the request of the Region.

3.5.2 Confidential Information of Respondent

A respondent should identify any information in its response or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Region. The confidentiality of such information will be maintained by the Region, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their responses will, as necessary, be disclosed on a confidential basis to advisers retained by the Region to advise or assist with the RFPQ process, including the evaluation of responses. If a respondent has any

questions about the collection and use of personal information pursuant to this RFPQ, questions are to be submitted to the RFPQ Contact.

3.6 Procurement Process Non-binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFPQ will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the respondent nor the Region will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the selection of respondents, a decision to reject a response or disqualify a respondent, or a decision of the respondent to withdraw its response.

3.6.2 No Legal Relationship or Obligation

No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and the Region by this RFPQ process.

3.6.3 Cancellation

The Region may cancel or amend the RFPQ process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFPQ Process (Part 3)

Part 3 – Terms and Conditions of the RFPQ Process

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the Region; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

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Part 4 Electronic Form Instructions

4.1 Electronic Form(s)

The information submitted in the electronic form(s) will be evaluated as per Appendix A, RFPQ Particulars, Section A-6. Respondents should carefully review the instructions below as well as the information contained in Section A-6 when completing the form(s).

The following electronic forms are to be submitted electronically in accordance with the instructions listed on the forms:

- Rated Criteria (Appendix E)
- Bidder's Reference Form