



Request for Information # RFI-1158-2017

for

**Mixed Waste Transfer and Pre-sorting, Organics
Processing, and Beneficial use of By-
Products/End Products**

for the Regional Municipality of Durham

Appendix A, Respondent Submission Form

RFI Document 2 of 4

Hard copy submission only

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Information for Respondents, Appendix B, Appendix C and Attachments are posted as a separate PDF documents on the Region’s bidding website under RFI-1158-2017

Appendix B – RFI Questions

Attachment C – Background

Attachment 1 – RFI Definitions

Attachment 2 – Map

Attachment 3 – Waste Flow Diagram

Appendix A – Respondent submission form

1. Respondent information

Please fill out the following form, naming one person to be the Respondent's contact for the RFI process and for any clarifications or communication that might be necessary.

Full legal name of Respondent: _____

Any Other Relevant Name

(under which Respondent carries on business): _____

Street Address: _____

City, Province/State: _____

Postal Code: _____

Phone Number: _____

Fax Number: _____

Company Website (if any): _____

Respondent Contact Name and Title: _____

Respondent Contact Phone: _____

Respondent Contact Fax: _____

Respondent Contact Email: _____

2. Terms of reference

In responding to this RFI, the Respondent acknowledges acceptance of the following RFI Terms of Reference:

a. Request for information not a formal competitive bidding process

This RFI is issued for information-gathering purposes and is not intended to be a formal legally binding “Contract A” bidding process. Without limiting the generality of the foregoing, this RFI will not necessarily result in any subsequent negotiations, direct contract award, invitational tendering process or open tendering process, and does not constitute a commitment by the Region to procure any goods or services.

b. RFI not to limit the Region’s pre-existing rights

This RFI will not limit any of the Region’s pre-existing rights. Without limiting the generality of the foregoing, the Region expressly reserves the right, at its discretion, to:

1. Seek subsequent information or initiate discussions with any potential supplier, including potential suppliers that did not respond to this RFI;
2. Initiate direct negotiations for the procurement of any good or service with any potential supplier or suppliers, regardless of whether the potential supplier or suppliers responded to this RFI;
3. Contact a limited number of potential suppliers, which may include only those that responded to this RFI or may include potential suppliers that did not respond to this RFI, for the purpose of a competitive process for the procurement of any good or service;

4. Elect to proceed by way of open tender call where all potential Respondents, including those that did not respond to this RFI, are eligible to compete for the award of a contract for the supply of any good or service; and

5. Elect not to procure the good or service that is the subject of this RFI. These expressly reserved rights are in addition to any and all other rights of the Region that existed prior to the issuance of this RFI.

c. Pricing information for general information purposes only

Any pricing information provided by Respondents is for general information purposes and is not intended to be binding on Respondents. Any legally binding pricing or purchasing commitments will be established only where specified by the express terms of a subsequent bid call process or where established through the execution of a written agreement.

d. Information in RFI only an estimate

The Region and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in the RFI or issued by way of addenda. Any quantities shown or data contained in this RFI, or provided by way of addenda, are estimates provided only as general background information.

e. Parties to bear their own costs

The Region will not be liable for any expenses incurred by a Respondent, including the expenses associated with the cost of preparing responses to this RFI. The parties will bear their own costs associated with or incurred through this RFI process, including any costs arising out of, or incurred in: (i) the

preparation and issuance of this RFI; (ii) the preparation and making of a submission; or (iii) any other activities related to this RFI process.

f. Accuracy of responses

The Respondent acknowledges that the information provided is, to the best of its knowledge, complete and accurate.

g. Submissions will not be returned

Except where set out to the contrary in this RFI or expressly requested in the Respondent's submission, the submission and any accompanying documentation provided by a Respondent will not be returned.

h. Confidential information of the Region

All information provided by or obtained from the Region in any form in connection with this RFI either before or after the issuance of this RFI: (i) is the sole property of the Region and must be treated as confidential; (ii) is not to be used for any purpose other than replying to this RFI; (iii) must not be disclosed without prior written authorization from the Region; and (iv) must be returned by the Respondent to the Region immediately upon the request of the Region.

The Respondent may not at any time directly or indirectly communicate with the media in relation to this RFI without first obtaining the written permission of the Region.

i. Disclosure of information

The Respondent consents to the Region's collection of information as contemplated under the RFI for the uses contemplated under the RFI. If a Respondent includes confidential and/or proprietary information in their submission and/or accompanying documentation, they must identify, in writing,

which information is deemed confidential and/or proprietary. The Region will maintain the confidentiality of such information except where an order by a tribunal or court requires the Region to do otherwise. The Respondent consents to the disclosure, on a confidential basis, of this submission by the Region to advisers retained by the Region for the purpose of reviewing this submission. The Respondent acknowledges that the Region may make public the name of any and all Respondents.

Despite the foregoing, the Region will automatically, and without written notice from the Respondent, deem and maintain the confidentiality on any detailed costing information provided by the Respondent, except where an order by a tribunal or court requires the Region to do otherwise. However, the Respondent acknowledges that the Region may derive total or aggregated cost estimates and/or total cost ranges from that detailed costing information and the Respondent consents to its inclusion in a report to Regional Council on the results of the RFI process.

j. Governing law

This RFI process will be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

Signature of Respondent Representative

Name and Title of Respondent Representative

Date