

REQUEST FOR PROPOSALS

Divestiture of Cumberland Central Landfill Assets



Closing: July 27, 2020 at 12:00 (ATL) pm.

MUNICIPALITY OF THE COUNTY OF CUMBERLAND
1395 BLAIR LAKE RD
UPPER NAPPAN, NS B4H 3Y4

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SECTION 1 – REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS

The Municipalities of the County of Cumberland (MCC), the Town of Amherst and the Town of Oxford (collectively referred to as the “County”) invite proposals (RFP) from qualified and experienced Respondents to:

1. Acquire ownership of certain County owned and operated land and solid waste management facilities located in Little Forks, N.S. (the “Facility”); and
2. Develop, permit, construct, operate, monitor, report to authorities on, maintain, expand, close and conduct post-closure activities for the Facility in accordance with local, provincial and federal laws, regulations and permits as may be required.

RFP GOALS AND OBJECTIVES

By issuing this RFP, the County intends to select a Respondent based on the criteria and evaluation processes set forth in Sections 5, 6 and 8 of this RFP. In assessing proposals the County will also be guided by the “Guiding Principles” adopted by the Councils of the three municipalities on Thursday, June 25, 2020 (attached hereto as Attachment “A”).

PROPOSAL STRUCTURE

The RFP is structured with two (2) distinct components:

- **RFP Part 1:** Facility Divestiture. Divestiture of land and waste management infrastructure and facilities and management of these facilities post-acquisition by the successful Respondent; and
- **RFP Part 2:** Long-Term Waste/Resource Benefits Agreement. An agreement with the County to provide security of waste disposal for at least 25 years with annual tipping fee and royalty payment provisions for acceptance of materials received at the Facility for management and/or disposal.

The Respondent is required to complete a series of forms that identify unique pricing scenarios and conditions relating to RFP Parts 1 and 2 respectively. In addition, the Respondent is required to provide responses to various questions and information requests as provided herein.

SECTION 2 – GENERAL PROVISIONS OF RFP

COUNTY TO REPRESENT LOCAL MUNICIPALITIES

For purposes of this RFP and any subsequent discussions and or negotiations resulting from this RFP, the County will be the sole representative of all three municipalities as listed above. As such, any reference herein to the County means all three municipal units, who will retain full legal responsibilities and rights in all matters.

STEERING COMMITTEE

The municipalities have formed a Steering Committee, consisting of representatives of the three (3) units, that will oversee the RFP process and recommend a preferred Respondent to undertake negotiations for RFP Parts 1 and 2 provided that the Respondent has satisfied the conditions of the RFP in the sole judgement of the Steering Committee.

The Steering Committee is comprised of:

- Warden of the Municipality of the County of Cumberland;
- Chief Administrative Officer of the Municipality of the County of Cumberland;
- Mayor of the Town of Amherst;
- Chief Administrative Officer of the Town of Amherst;
- Mayor of the Town of Oxford;
- Chief Administrative Officer of the Town of Oxford; and
- General Manager of Cumberland Joint Services Management Authority (CJSMA).

The Steering Committee Terms of Reference can be found in “Attachment B”. Selection of a preferred Respondent and any negotiated agreement(s) with respect to Parts 1 and 2 are subject to approval by all three municipal councils.

RFP REVIEW AND NEGOTIATION SCHEDULE

The following milestone dates are anticipated to occur for the preparation, review and recommendation phases of this RFP process and the anticipated completion of negotiations with the preferred Respondent.

RFP Issuance:	June 30, 2020
Mandatory Site Visit:	July 8, 2020
Receipt of Completed Proposals to RFP-MCC-2009:	July 27, 2020
Notification of Qualified/Unqualified Respondents:	July 30, 2020
Completion of Internal Review and Short-List Development:	August 14, 2020
Interviews with Short-Listed Respondents:	August 17-20, 2020
Notification of Preferred Respondent for Negotiations:	August 26, 2020
Completion of Negotiations:	September 23, 2020
Signing of Assets Divestiture and Long-Term Waste/Resource Benefits Agreements:	September 30, 2020

The Long-Term Waste/Resource Benefits Agreement is anticipated to commence on closing of the Facility acquisition agreement and is expected to have an initial contract period of at least 25 years. Extensions of this contract will be subject to future negotiations between the Respondent and the County or its successor(s) at that time.

SUBMISSION CLOSING

Submissions will be accepted by the County electronically (by e-mail) until a **closing time of 12:00 p.m. local time, July 27, 2020**. The submission must include one electronic PDF clearly marked with the RFP number and title. The submission must clearly state Respondent's name and full address. Submissions are to be e-mailed to the County Contact identified below. Any submission submitted by fax, mail or otherwise will not be accepted under any circumstances.

GENERAL TERMS OF PROPOSAL PROCESS

All expenses for preparing proposals are to be borne by the Respondents, with the express understanding that no claims for reimbursement against the County will be accepted. The County will not be responsible for any costs involved in or associated with the preparation and submission of this proposal or for any associated meetings, discussion or negotiation that could lead to acceptance of the proposal and award of contract.

PROPOSAL PREPARATION

Respondents shall carefully examine the proposal documents and shall fully inform themselves as to the intent, existing conditions and limitations that may affect their proposal submission. No consideration will be given after submission of a proposal to any claim that there was any misunderstanding with respect to the conditions imposed. Respondents must complete and submit all the basic information requested in the proposal form and the information must be legibly provided in the space indicated. Proposals will be binding for ninety (90) days unless the Respondent, upon request of the County, agrees to an extension.

CLARIFICATIONS

The Steering Committee reserves the right to request clarification of information submitted and to request additional information of Respondents, if required. Respondents are responsible for obtaining any needed clarification of the RFP while it is open. Questions are to be directed in writing to the County Contact identified below. Email is the preferred method of contact.

QUALIFICATIONS

The proposal shall clearly set out the Respondent's qualifications/company profile, resources, skills and experience to complete the work set out in the proposal document. These requirements are more particularly described in Section 4 herein.

ADDENDA

If there are any changes, additions, or deletions to the RFP scope, conditions, or closing date, Respondents will be advised by means of an Addendum issued by the County. All Addenda shall become part of the RFP documents and receipt of Addenda shall be acknowledged by the Respondent in its submission.

Verbal discussion, instructions or explanations between County agents, employees, or representatives and a Respondent shall not become a part of the RFP or modify the RFP unless confirmed by written Addendum.

RESPONDENT'S PROPRIETARY INFORMATION

The County will consider all proposals submitted as confidential but reserves the right to make copies of all proposals received for its internal review, including review by financial, accounting, legal and technical consultants as required. As proposals may be forwarded/reviewed by the respective Councils at public meetings, all proprietary information needs to be identified clearly so all parties are aware of its confidential nature. Preferred method would be yellow highlighting. The County will use best efforts to protect all material identified as confidential subject to applicable municipal disclosure obligations.

SITE VISIT

Respondents are required to attend a site visit hosted by the County on July 8, 2020 to familiarize themselves with the Facility as a condition of presenting a response to this RFP. Respondents will be notified of the time of the site visit by the County Contact.

PROPOSAL OPENING

There will not be a public opening of this proposal. The opening of this proposal will occur as described in Section 7 below.

TIME

Time is of the essence in all matters arising under this RFP.

REVISION OF PROPOSAL

Revisions shall be submitted only by signed letter delivered by email to the County Contact. Only the Respondent's entries on the delivered proposal may be revised. The revision must state only specific directions as to the exclusion or inclusion of particular words.

ERRORS

Proposal as received shall be considered final and no proposal shall be altered, amended or withdrawn after the specified closing date and time.

FORM

Proposals will not be accepted unless properly signed and submitted in the prescribed format.

COUNTY CONTACT

All questions and submissions relating to this RFP are to be directed to:

Name: Kellie Seaman

Title: Procurement Officer

E-mail: kseaman@cumberlandcounty.ns.ca

Verbal responses will not be provided to inquiries or questions.

SECTION 3 – INFORMATION FOR RESPONDENTS

GENERAL

This RFP contains information for use by Respondents in responding to the RFP focused on physical, technical, operating, compliance and environmental data and information related to the Facility. The data presented herein (or through the data room) is not a complete history or record of the Facility. Respondents must satisfy themselves that the information they require to prepare their response is complete for their needs. Additional information must be requested from the County using protocols outlined in this RFP.

RFP DOCUMENTATION/DATA ROOM

A secure website platform for data sharing will be established to house pertinent documentation for the use of Respondents in preparing their response to this RFP. This 'data room' will contain a detailed list of contents and the necessary forms required to complete your proposal.

Documents and information in the data room will include the following categories:

- **Legal** – contracts related to Facility operations and any other pertinent legal documentation;
- **Site Description and Development** – site plans, original design drawings, surveys, latest as-built drawings, photos, etc.;
- **Environmental and Safety** – including environmental and other technical reports to government, historical and current technical data including monitoring information, leachate and stormwater management records and safety records;
- **Regulatory** – copies of facility approvals and other regulatory data;
- **Operational** – operational data records, and operational procedures for managing the weigh scale, asbestos cell operations, contaminated solids, liquid waste and other procedures used at the Facility;
- **Financial (excluding personnel)** – pertinent financial information and tipping fees charged by waste type and other data related to management of material for processing and/or disposal;
- **Personnel** – a list of current personnel employed at the facility including name, job title, years of service, hourly wage or annual salary and hours worked, training received and approved working certifications (such as asbestos management); and
- **Administration** – records of any County administrative requirements or initiatives pertinent to the sale of or future operation of the facility.

Approved users of the data room will be required to execute a Non-Disclosure Agreement (NDA) and receive a unique user ID and password before accessing the documents. As additional documents are provided, all approved Respondents will receive notification of these additional documents by e-mail to approved user e-mail addresses.

SITE/FACILITY DESCRIPTION AND APPROVALS

The land is located near Amherst, NS and is known as the Cumberland Central Landfill. The Facility property owned by the County is approximately 800 acres in contiguous area and is shown on drawings presented through the data room. The Facility manages non-hazardous solid wastes, compostable and recyclable material and asbestos. The areas established for these functions are also shown on the drawings. The Facility, including the Asbestos Disposal Area, but excluding the Liquid Waste Lagoons, operates under Nova Scotia Environment Approval No. 2007-057185.

The Municipality of the County of Cumberland, independently of the three municipal units issuing this RFP (the County), owns a liquid waste (septage) receiving and pre-treatment facility which is operated by a third party. The septage facility is located on approximately 2.5 acres located within the boundaries of the 800 acre Facility owned by the County. This septage facility is not part of the assets to be acquired but the successful Respondent will be required to receive and treat liquid effluent from the pre-treatment into the second generation landfill leachate treatment system and to receive solids into the Facility compost plant. Details related to the liquid waste (septage) facility are presented at the end of Section 3.

The following are brief descriptions of the various components at the Facility.

SCALE HOUSE

All materials delivered to the Facility pass over the entrance scale to be weighed, identified by type and origin and where the scale attendants direct the material to various areas and locations on the property for further processing, unloading or for disposal. The quantities of materials received at the scale are shown on Table 1.

CONSTRUCTION AND DEMOLITION WASTES LANDFILL

Construction and Demolition (C&D) materials delivered to the Facility are directed to a dedicated approved C&D disposal landfill area. The material is rudimentarily processed by crushing with site equipment before being levelled. This disposal area is unlined and does not contain any leachate collection infrastructure. The quantities of C&D materials received at the Facility are presented on Table 1.

COMPOST FACILITY

The Facility houses a composting facility comprised of both an indoor (covered) area for compost processing and an exterior area used for curing of ready compost produced at the facility. This facility accepts organic wastes from both the ICI and residential sectors. Residues from the process are sent to the on-site second-generation landfill for disposal. The quantities of compost materials received are shown on Table 1.

RECYCLING STAGING AREA

The Facility also houses a recycling staging area. Recycled material delivered to the Facility are unloaded on an exterior pad and reloaded onto larger transport trucks for delivery to off-site processing. Only minimal quantities of nominal residual wastes are generated in this operation and should these be generated they are disposed in the second-generation landfill.

TABLE 1 – SOLID WASTE QUANTITIES (tonnes)

Year	Total Annual Intake	Residential Solid Waste Sent to Disposal	ICI Waste	Contam'd Solids	C&D Wastes	Material sent for Processing (recycle, compost, excluding yard w etc.)
	Rec'd at Scale	Disposed in Second Generation Landfill			C&D Area	On-Site Processing
1996						
1997	185,569	185,569				
1998	195,289	195,289				
1999						
2000						
2001	15,282	8,303		2,007	2,316	2,656
2002	17,663	9,307		1,855	3,168	3,333
2003	16,335	7,979		802	3,414	4,140
2004	20,189	9,778		2,689	2,597	5,125
2005	19,638	9,499		1,715	3,140	5,284
2006	19,178	9,866		1,351	2,733	5,228
2007	20,296	10,404		1,390	3,007	5,495
2008	21,567	10,128		840	4,879	5,720
2009	23,908	10,212		2,770	5,242	5,684
2010	21,323	9,728		964	4,704	5,927
2011	22,161	10,146		1,527	4,884	5,604
2012	23,709	10,048		1,400	6,513	5,748
2013	22,187	8,354		1,424	5,376	7,033
2014	21,520	8,358		1,215	4,470	7,477
2015	23,137	8,661		768	5,491	8,217
2016	25,749	8,547		2,994	6,354	7,854
2017	22,879	7,933		902	5,993	8,048
2018	23,286	4,470	4,279	1,167	5,112	8,258
2019	22,003	3,249	4,456	553	5,172	8,573
2020	21,659	3,307	4,709	620	5,458	7,565

- Above data for fiscal year FY1997 and FY1998 is tonnages from Halifax only as there is no data for Cumberland region from 1996 – 2000;
- 2001 - Material Recycling Facility begins operations on-site (recycling conducted off-site prior to facility opening) Facility burned down September 12, 2017;
- 2002 – On-site compost facility begins operation;
- 2013 – first full year of clear bag program for garbage for all municipalities and green cart program in Municipality of the County of Cumberland; and
- Leaf and yard waste has not been consistently monitored.

LEAF AND YARD WASTE RECEIVING AREA

In addition to organic composting, the Facility accepts leaf and yard wastes and brush. An area has been designated to receive these materials which are stockpiled and periodically processed by equipment breakup, grinding or other appropriate methods. Processed yard waste is used on site for vegetative dressings.

OFFICES AND EQUIPMENT MAINTENANCE BUILDINGS

Standard office and maintenance buildings are located on the Facility. The Facility office houses management, and administration of the Facility. A maintenance garage is also located on the property for the maintenance of Facility equipment.

SECOND GENERATION LANDFILL

The Facility includes a second-generation landfill constructed in cells designed in accordance with Nova Scotia landfill standards for second generation landfills. The landfill is approved by Nova Scotia Environment. The landfill was opened in 1996 and accepted waste from Halifax Regional Municipality after its own disposal location was completed. A second cell was constructed at that time to provide disposal capacity for County generated wastes for a period of 10 years thereafter. Since 2007, the landfill has been expanded by the construction of new cells. The current cell was constructed in 2019 and first received waste in April 2020. The new cell was designed to provide approximately 98,000 tonnes of disposal capacity at current compaction rates and is projected to provide approximately 13 years of site life at recent intake and disposal volumes. Land adjacent to the filled cells is available for future capacity expansion.

As per Nova Scotia regulations, the landfill accepts residual wastes from the County’s recycling and composting programs, locally generated commercial and industrial wastes (ICI) and contaminated solids in accordance with Nova Scotia Guidelines for Disposal of Contaminated Solids (2016).

Table 1 provides the quantities of wastes in tonnes accepted for disposal.

The landfill is equipped with a double synthetic lining system with leachate collection and leak detection measures. Leachate generated within the landfill cells is directed to an on-site leachate collection system for treatment. The following table presents the quantities of leachate removed from the Facility for off-site disposal are presented below:

TABLE 2 – LEACHATE TREATMENT PLANT ANNUAL VOLUME

Year	Quantity (cu. m.)	Year	Quantity (cu. m.)	Year	Quantity (cu. m.)	Year	Quantity (cu. m.)
1996		2003		2010	8,718	2017	11,832
1997		2004		2011	8,303	2018	21,017
1998		2005		2012	9,352	2019	25,252
1999		2006		2013	9,185		
2000		2007		2014	10,838		
2001		2008	6,309	2015	14,950		
2002		2009	6,857	2016	13,407		

- Above leachate data is based on calendar year;
- Above data does not include septage facility volumes;
- Prior to 2008, leachate was shipped off-site for treatment; and
- Increase in 2018/2019 due to combination of increased septage lagoon effluent and leachate generated during construction of the new cell as a result of three extreme weather events: Hurricane Erin in August (about 130 mm), Hurricane Dorian in September (about 150 mm) and a “weather bomb” in October (over 100 mm). The new cell was placed in service in April 2020.

No final closure measures have been completed at the landfill, but the final layer of intermediate cover has been applied using soils which are suitable for use in final cover designs. At the time of completion of final closure, the intermediate cover soils already placed will be incorporated into the closure design for approval. The intermediate cover has been partially vegetated to limit erosion and to limit infiltration of moisture to minimize leachate generation. No landfill gas control features have been installed on the landfill at this stage. A tender was called in May 2019 to construct final closure of Cells 1, 2A & 2B. The tender was awarded in May, 2019 pending design approval from Nova Scotia Environment (NSE). NSE approval is still pending. No contract has been awarded to date.

HOUSEHOLD HAZARDOUS WASTE DEPOT

Household Hazardous wastes are collected at mobile collection sites throughout Cumberland County by private contractors. The Facility does not have any Household Hazardous Waste collection depot.

ASBESTOS DISPOSAL AREA

Asbestos is accepted at the Facility and is received in both bagged and bulk form. Delivered asbestos is directed by scale personnel to a dedicated approved asbestos disposal cell where it is managed recognizing the health and safety precautions necessary for handling. Personnel working in the asbestos disposal area receive requisite training prior to working in this area. The quantities of asbestos received at the Facility are presented on Table 3. The Asbestos Disposal Area is operated under conditions included in the overall Facility operating Approval #2007-057185.

TABLE 3 – ASBESTOS INTAKE TABLE

Year	Asbestos Intake (tonnes)
1996	
1997	
1998	
1999	
2000	
2001	
2002	
2003	
2004	
2005	
2006	
2007	13.14
2008	2.00
2009	1.00
2010	1.00
2011	527.45
2012	4.07
2013	6.41
2014	5.51
2015	40.03
2016	16.01
2017	9.47
2018	17.67
2019	6.23
2020	5.15

LIQUID WASTE (SEPTAGE) RECEIVING AND PRE-TREATMENT FACILITY

The Municipality of Cumberland County owns and operates a septage receiving and pre-treatment facility for locally generated liquid septage at the Facility. The septage facility receives liquid septage from third party operators that are licensed annually by the Municipality. The facility operates under NSE Approval No. 2006-050650-R01. The effluent from the pre-treatment/dewatering process is discharged into the leachate facility influent stream for final treatment which is currently conducted by the Cumberland Joint Services Management Authority (“CJSMA”). The solids from the pre-treatment/dewatering process are

sent to the compost facility on site for final processing by CJSMA. Respondents to the RFP shall assume this obligation of final treatment of the septage facility effluent at the Leachate Treatment Lagoons and the processing of the solids at the compost facility in their proposals. Respondents may be requested to negotiate the future ownership of the septage facility with the Municipality of Cumberland County.

The effluent from the dewatering process is discharged into the Leachate Facility for final treatment. Discharge from the lagoons is monitored periodically to ensure adequate residence time occurs in the lagoons to effect treatment.

A flow meter was installed to monitor septage flows in 2016:

Flow from Septage Facility:

2017 - 5,810 cu. m.

2018 - 7,388 cu. m.

2019 - 9,714 cu. M.

SECTION 4 – RFP REQUIREMENTS

EXPERTISE AND EXPERIENCE

Respondents are required to demonstrate to the Steering Committee and its advisors that the Respondent possesses the requisite corporate and management experience and expertise to develop, construct, manage, operate, maintain and eventually close the Facility including all unspecified aspects of those activities consistent with the best interests of the County.

Respondents are therefore required to provide descriptions and methodologies for developing and managing the following features of the Facility and to indicate where the Respondent's expertise and experience can result in added quality value to the Facility to the benefit of the County.

CORPORATE EXPERIENCE

Respondents are required to demonstrate good corporate experience in waste management facility development, construction, operation and management with an emphasis on multi-faceted operations with several integrated components and second-generation landfill.

Respondents are required to provide up to three (3) reference projects or facilities to demonstrate corporate experience in the waste management industry. References provided must include a description and location of the facilities or activities being used as a reference and the name, affiliation and phone number of an independent person who can validate the experience cited.

Respondents are required to provide a list of notices of infraction or violations of any environmental regulation, permit, approval or law in the past 5 years.

MANAGEMENT EXPERTISE

Respondents are required to demonstrate sufficiently experienced personnel who will be responsible for the future operation of the Facility and the management of the Long-Term Waste/Resource Benefits Agreement. Respondents are required to indicate pertinent local and corporate management expertise resident within the corporation, or to be provided by third parties, identified for management roles for the Facility operation and Long-Term Waste/Resource Benefits Agreement administration. Individual resumes indicating relevant experience must be provided for the following roles:

- Facility Manager: This position is required to be resident at the Facility location and is responsible for day-to-day operations at the Facility;
- Corporate Manager: This position holds accountability for the overall operation and management of the Facility. This position may be resident at the Facility or at another Respondent location;
- Safety Manager. This position requires a qualified, experienced safety professional responsible for the day-to-day management of personnel, visitors and the public at the Facility. This position may be resident at the Facility or at another Respondent's location;

- Environmental Manager: This position requires a qualified experienced environmental professional responsible for ensuring compliance and reporting at the Facility with local, provincial and federal environmental and operating approvals, permits and regulations.

RFP TECHNICAL CONDITIONS & REQUIREMENTS

Respondents are required to address the various technical sections below to demonstrate the Respondent's experience, knowledge and expertise in the management of waste management facilities to the satisfaction of the Steering Committee and its advisors. Respondents are requested to provide written descriptions of processes to be used, methods to be employed, conditions precedent, standard practices to be employed and innovation to be included in the following areas to successfully develop and manage the following features and operations components of the County facilities to be acquired.

Landfill Cell Construction, Other Construction and Site Development

- Previous landfill cell development experience;
- New landfill cell permitting and development;
- Other waste management facility development;
- Stormwater management structures;
- Leachate management facilities;
- Other infrastructure – site roads, public disposal areas , public drop -offs etc.; and
- Landfill Closure and post-Closure activities.

Waste Intake Control for All Management Components (Landfill, Septage, Compost etc.)

- Traffic control at the scale;
- Waste acceptance and identification of unacceptable Wastes and Materials;
- Designation and management of hazardous wastes;
- Customer Management; and
- Asbestos management.

Management Operational Processes – Landfill Management

- Waste disposal area traffic control;
- Waste disposal area sizing and lift thicknesses;
- Unacceptable waste discovery;
- Litter Control;
- Fire control;
- Pest control;
- Odour control;
- Bird control;
- Daily and intermediate cover procedures; and
- Leachate management.

Management Operational Processes – Other Components (Septage Lagoons, Recycle Area, Compost Facility, Asbestos Disposal Area etc.)

- Waste intake and unloading;
- Litter Control;
- Fire control;
- Pest control;
- Odour control;
- Bird control;
- Leachate management (where applicable); and
- Recycling.

Property Management and Maintenance

- Site security;
- Road maintenance;
- Surface water management;
- Equipment Repair facilities;
- Erosion control; and
- Building Maintenance.

Administration and Other Requirements

- Record keeping;
- Managing Complaints Process;
- Employee List – provide a list of employees including administrative staff required to manage the Facility;
- Appropriate staff training requirements;
- Manager Certification;
- Compliance with regulatory agencies;
- Performance standards;
- Safety Procedures;
- Innovation and Value-Added Recommendations Process; and
- Corporate Experience.

RETENTION OF EXISTING COUNTY PERSONNEL

The successful Respondent is required to assume employment of all County personnel engaged in managing the asset on the date of Facility acquisition for a period of one (1) year at compensation conditions current as of the date of Facility acquisition. If the successful Respondent desires to alter the personnel complement at the Facility on acquisition, the Respondent must obtain approval to do so prior to acquisition of the Facility.

Respondents are required to provide an “Employee Retention Plan” in their response to this RFP that, at a minimum:

- Indicates the Respondent's agreement to assume all employees of the County that work at or whose work relates to the Facility including administrative personnel for a period of 1 year;
- States any conditions the Respondent deems necessary related to the assumption of current employees, employee benefits and liabilities under this Plan; and
- Provides the Steering Committee with guidance as to the processes the Respondent will use to determine the method of assessment of employee suitability for continued employment with the Respondent after 1 year of new ownership.

SECTION 5 - PROPOSAL SUBMISSION FORMS

RFP PART 1 – ACQUISITION OF FACILITY

_____ (INSERT Respondent’s Corporate Name) hereby proposes to enter into a purchase and sale agreement with the County to acquire all rights, obligations, benefits, assets and liabilities of the Cumberland Central Landfill (the Facility), excepting the Liquid Waste (Septage) Receiving and Pre-Treatment Facility, located at Little Forks, County of Cumberland, Nova Scotia.

_____ (INSERT Respondent’s Corporate Name) proposes to purchase the Facility for the price of \$_____ in Canadian Funds at the successful conclusion of any and all negotiations between _____ and the County subject to the following conditions:

- 1) _____

- 2) _____

- 3) _____

- 4) _____

- 5) _____

DATED THIS DAY ____ OF _____, 2020

_____ Full Legal Name of Firm
{Seal}

Telephone

Address (with Postal Code)

Name and Title (print)

Signature

PROPOSAL SUBMISSION FORMS
RFP PART 2 – LONG-TERM WASTE / RESOURCE BENEFITS AGREEMENT

_____ (INSERT Respondent’s Corporate Name) hereby proposes to enter into a long-term waste / resource benefits agreement with the County to provide annual benefits and payments to the County based on a negotiated formula that recognizes the County’s prior stewardship of the Facility. The Agreement will commence on the date of acquisition of the Facility by _____ (INSERT Respondent’s Corporate Name)

Tipping Fee

_____ (INSERT Respondent’s Corporate Name) proposes to receive all wastes / resources including residential wastes, organics, recyclables and yard wastes (collectively known as County Wastes) generated by County residents for a minimum period of 25 years at \$_____ per tonne (the tipping fee) (INSERT Respondents price) for the first year after acquisition. The tipping fee(s) referred to in this Agreement and any attached conditions to those tipping fees do not apply to (i) out-of-County generated residential, organic or yard wastes or to (ii) Industrial Commercial or Institutional Waste, Construction and Demolition Waste or Contaminated Solids regardless of location of origin.

Increases in tipping fees for subsequent years after the initial year will be limited to _____ % (INSERT Respondent’s percentage), or to an amount based on a formula process based on all waste tonnage received at the scale. If the formula is not applicable, please indicate it by marking N/A:

County Tipping Fee (as described above), Year 1: \$ _____ per tonne
Annual Percentage Increase in Tipping Fee: _____ %; N/A _____
Annual Escalator Formula:

The proposed long-term waste/resource benefits agreement tipping fee formula is subject to the following conditions:

- 1) _____

- 2) _____

- 3) _____

- 4) _____

- 5) _____

PROPOSAL SUBMISSION FORMS

RFP – Part 2 – Long-Term Waste / Resource Benefits Agreement (Page 2)

Annual Compensation to the County

_____ (INSERT Respondent’s Corporate Name) proposes to compensate the County on a percentage of total annual revenue generated at the Facility using one or more of the following formulae. If the formula is not applicable, please indicate it by marking N/A:

Compensation Option 1 – Annual Cash Payment

Annual Cash Payment: YES _____ NO _____ N/A _____
Year 1 Annual Cash Payment Amount: \$ _____
Annual Escalator Formula: _____

Compensation Option 2 – Annual Percentage of Revenue Payment

Annual Percentage of Revenue Payment: YES _____ NO _____ N/A _____
Year 1 Percentage: _____ %
Annual Escalator Formula: _____

Compensation Option 3 – Combination of Annual Cash and Royalty Payments

Annual Cash and Royalty Payment: YES _____ NO _____ N/A _____
Year 1 Cash Payment Amount: \$ _____
Annual Escalator Formula: _____
Year 1 Percentage: _____ %
Annual Escalator Formula: _____

The proposed long-term waste benefit agreement compensation is subject to the following conditions:

- 1) _____

- 2) _____

- 3) _____

- 4) _____

RFP – Part 2 – Long-Term Waste/ Resource Benefits Agreement (Page 3)

5) _____

DATED THIS DAY _____ OF _____, 2020

_____ Full Legal Name of Firm
{Seal}

Telephone

Address (with Postal Code)

Name and Title (print)

Signature

PROPOSAL SUBMISSION FORMS
DECLARATION OF COMPLETENESS

By submitting a proposal, _____ (INSERT Respondent's Corporate Name) acknowledges that all requested information and signed documentation is included in the response package and that _____ (INSERT Respondent's Corporate Name) acknowledges that the County has the right to reject its Proposal if any required information or form is incomplete, missing or is unsigned,

DATED THIS DAY ____ OF _____, 2020

{Seal} _____ Full Legal Name of Firm

Telephone

Address (with Postal Code)

Name and Title (printed)

Signature

PROPOSAL SUBMISSION FORMS
AGREEMENT TO RETAIN COUNTY PERSONNEL

By submitting a proposal, _____ (INSERT Respondent's Corporate Name) agrees to retain County employees as per the Respondent's Retention Plan who work at or for the Facility as of the date of acquisition for a period of 1 year after transfer of ownership of the Facility. _____ (INSERT Respondent's name) further agrees to continue the compensation conditions prevailing on the date of ownership transfer and will not change these during the subsequent 1 year period.

The proposed Employee Retention Agreement Plan is subject to the following conditions:

- 1) _____

- 2) _____

- 3) _____

- 4) _____

- 5) _____

DATED THIS DAY ____ OF _____, 2020

{Seal} _____ Full Legal Name of Firm

Telephone

Address (with Postal Code)

Name and Title (printed)

Signature

PROPOSAL SUBMISSION FORMS
RECEIPT OF RFP ADDENDA

_____ (INSERT Respondent's Corporate Name) acknowledges receipt of the following addenda to RFP-MCC-2009 as follows:

Addendum No (Insert No): _____	Received on: _____
Addendum No (Insert No): _____	Received on: _____
Addendum No (Insert No): _____	Received on: _____
Addendum No (Insert No): _____	Received on: _____

DATED THIS DAY _____ OF _____, 2020

_____ Full Legal Name of Firm
{Seal}

Telephone

Address (with Postal Code)

Name and Title (printed)

Signature

SECTION 6 - ADDITIONAL PROPOSAL SUBMISSION REQUIREMENTS

RESPONDENTS' ACKNOWLEDGEMENT

The submission of a response to this RFP means that the Respondent acknowledges that it fully understands the County's Goals and Objectives and, if successful with its response to this RFP, agrees to enter a Long-Term Waste/Resource Benefits Agreement with the County as a requirement for consideration as a potential Facility purchaser under this RFP. The successful Respondent will be expected to negotiate agreements with the County to fulfill Parts 1 and 2 of this RFP.

CERTIFICATIONS

Respondents with a Standard Industry Code of 4001-4999 or 3551 must have a current and valid Letter of Good Standing issued by the Nova Scotia Construction Safety Association, or an approved WCB Safety Certifying partner, or from the Canadian Federation of Construction Safety Association (CFCSA), or from a recognized safety association which utilizes an external audit element. A copy of this must be submitted with the proposal.

If applicable, the Respondent must supply a Certificate of Good Standing from the Workers' Compensation Board of Nova Scotia (WCB). Respondents not subject to WCB requirements must indicate this and outline why. A copy of this explanatory statement must be submitted with the RFP.

INSURANCE

The Respondent must be capable of securing valid insurance relative to the Part 1 and Part 2 agreements. The Respondent is required to provide evidence of insurability from a licensed Canadian insurer in the amount(s) listed below with agreement to include the 3 municipal units comprising the County as named additional insured parties. The insurance requirements are as follows:

- General and Commercial Liability Insurance not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property.
- Environmental Liability Insurance not less than \$10,000,000.

Insurance and inclusion of the additional named insured municipalities must be maintained continuously for a period of twenty (20) years.

FINANCIAL STRENGTH

The Respondent is required to provide evidence of credit worthiness in the form of an agreement provided by a Canadian Surety or Bank agreeing to provide surety or credit availability in the minimum amount of \$2,500,000. In addition the Respondent is required to declare its credit rating from a recognized rating agency as part of its submission.

DECLARATION OF COMPLETENESS

The Respondent will be required to sign the Declaration of Completeness Form attesting that it has provided all information required to properly submit its Response to this RFP.

ACKNOWLEDGEMENT OF GENERAL CONDITIONS

The Respondent will be required to sign the Acknowledgement of General Conditions relating to this RFP attached as Attachment “C” (signed signature sheet only to accompany submission).

RFP CONTENT CHECKLIST

Please ensure the following items have been addressed to ensure compliance with the RFP requirements:

1. Completed & Signed Proposal Forms:
 - RFP-Part 1;
 - RFP-Part 2;
 - Agreement to Retain Existing County Personnel;
 - Declaration of Completeness Form; and
 - Acknowledgment of Receipt of RFP Addenda (if applicable).
2. Statement of Corporate Expertise and Experience (Section 4);
3. Statement of Management Expertise (Section 4);
4. Statement of Waste Management Technical Proficiency (Section 4);
5. County Employee Retention Plan (Section 4);
6. Disclosure of Environmental Infractions (Section 4);
7. If applicable, Respondent’s letter of good standing from the NSCSA, WCB Safety Certifying Partner or CFCSA (Section 6);
8. Copy of Respondent’s Certificate of Good Standing from the Workers’ Compensation Board of Nova Scotia (Section 6);
9. Confirmation of Insurance / Insurability Section 6);
10. Confirmation of Financial Strength (Section 6);
11. Acknowledgement of General Conditions (Section 6); and
12. Any other documentation deemed relevant to the RFP by the Respondent not specifically indicated on this list.

SECTION 7 - PROPOSAL OPENING, ACCEPTANCE AND REJECTION CRITERIA

PROPOSAL OPENING

There will not be a public opening of this proposal. Responses to this RFP will be opened after 12:00 (p.m.) local time on July 27, 2020 at Amherst, County of Cumberland, Nova Scotia.

The financial values provided on the RFP Responses will not be made public at this time.

ACCEPTANCE FOR REVIEW

Respondents who meet the submission requirements satisfactorily will have their responses accepted for review by the Steering Committee.

REJECTION

Respondents who do not meet the submission requirements satisfactorily will have their responses rejected and will have their responses returned to them.

SECTION 8 - REVIEW AND EVALUATION OF RESPONSES

EVALUATION CRITERIA

All proposals will first be evaluated on their compliance with the requirements of this RFP document. Proposals which have satisfied the responding requirements will be reviewed by the Steering Committee and its advisors.

Compliant proposals will be further evaluated by the Steering Committee based on (but not necessarily limited to) the following criteria in 2 stages:

RFP Part 1: Acquisition of the Facility. This portion of the RFP assesses the value of the proposals.

RFP Part 2 – Long-Term Waste/Resource Benefits Agreement. This portion of the RFP assesses the Respondent’s ability and desire to enter into a long-term agreement by which the County benefits from the future use and success of the Facility after it has been acquired by the successful Respondent.

RFP PART 1

Criteria	Maximum Evaluation Scoring (out of 100)
Acquisition Price	30
Corporate Waste Management Facility Development and Operations Experience	20
Proposed Site Management Experience	15
County Employee Retention Plan	15
Credit Rating and Funding Availability	10
Corporate Environmental Compliance History	10

RFP PART 2

Criteria	Maximum Evaluation Scoring (out of 100)
Annual Royalty Provision	30
Annual Tipping Fee Provision	20
Royalty Escalation Proposal	20
Tipping Fee Escalation Proposal	20
Similar Long-Term Service Agreement Experience	10

Upon completion of this evaluation the Steering Committee shall total the score for each proposal and will use these scores as part of the overall RFP evaluation including the Respondent’s written responses and will make a recommendation to the County for consideration of the preferred Respondent(s) for further negotiations.

SECTION 9 – NOTIFICATION OF PREFERRED RESPONDENT

COUNTY RIGHTS RESERVED

This RFP neither expresses nor implies any obligation on the part of the County to enter into a contract with any party submitting a response.

A checklist is included within this RFP document to be used as a guideline for Respondents (see Section 6) together with the evaluation criteria (Section 8). The County reserves the discretion to deviate from the evaluation criteria where it is in the best interests of the County to do so.

The County reserves the right to reject all or any proposals, and to not necessarily accept the highest scored proposal. The County may accept any proposal or any portion of any proposal that may be considered in the best interests of the County. The County also reserves the right to waive formality, informality, or technicality in any proposal. This includes the right to accept a proposal that is not strictly compliant with the instructions in the RFP document.

The County reserves the right to negotiate after the RFP Closing Date with any Respondent to finalize service agreements in the best interests of the County.

The County shall not be bound by trade or custom in dealing with and/or evaluating the responses to the RFP. The County reserves the right to interpret any and all aspects of this RFP in a manner most favourable to the County.

PROPOSAL ACCEPTANCE FOR NEGOTIATIONS

Following completion of the evaluation as per Section 8 above, the County will notify the preferred Respondent of its intention to negotiate agreements for Parts 1 and 2 as described in the RFP. The date for award of contracts for Parts 1 and 2 (anticipated by September 30, 2020) will be subject to the successful negotiation of the agreements.

SECTION 10 – ATTACHMENTS

ATTACHMENT A COUNTY GUIDING PRINCIPLES

1. With high fixed costs, the solid waste business is essentially a volume business and, given demographic trends in Cumberland County, per unit costs for waste disposal are likely to rise. The three municipal Councils are collectively of the opinion that being good stewards requires them to explore solutions that will allow the citizens and businesses of the region access to per unit costs that reflect the advantages of higher volumes.
2. All efforts should be made to ensure continuity of existing facility expertise and knowledge through retention of existing staff at current compensation levels;
3. A favourable long-term royalty and tipping-fee arrangement for the three (3) municipalities that provides long-term disposal for the municipalities over the life of the facility;
4. Development of a communication plan to keep citizens informed about the sale and the continuation of waste management programs and services;
5. Optimizing proceeds of sale based on an asset valuation and a business valuation approach to divestiture of the facility;
6. The interest of the three municipalities to divest themselves of any environmental liabilities regarding past, present and future operations and solid waste facilities located at Little Forks;
7. Ensure the facility maintains the necessary environmental approvals and meets all applicable environmental laws and regulations;
8. The Steering Committee makes all decisions by consensus, with the understanding that any final agreement must be approved by all three (3) municipal councils.

ATTACHMENT B

STEERING COMMITTEE TERMS OF REFERENCE

Membership

The Steering Committee (the Committee) shall be comprised of the Warden of the County, and the Mayors of Towns of Amherst and Oxford. The Chief Administrative Officers of the three municipalities, and the General Manager of Cumberland Joint Services Management Authority shall be non-voting members. Alternate Councillor representatives, who shall attend Steering Committee meetings only in the absence of the Warden and Mayors, shall be comprised of the Deputy Warden and Deputy Mayor.

Communications

It is understood by the Committee and Lead Negotiator that all communication shall be kept confidential until such time as the Committee determines otherwise.

All communications between the Committee and the Lead Negotiator shall be directed through The Town of Amherst CAO Mr. Greg Herrett.

Meeting Location

Meetings shall rotate between the municipal units in alphabetical order.

Decision Making Process

The Committee shall make all decisions by consensus, with the understanding that any final negotiated agreement must be approved by all three municipal councils.

Role of the Committee

1. Issue an RFP to corporate legal firms to identify a lead negotiator.
2. Hire a lead negotiator based on submissions.
3. Meet with the lead negotiator as required to provide direction (as necessary) and to keep respective councils informed of process.
4. Approve additional expenditures as requested/required by the lead negotiator (i.e. accounting services, engineering services, etc.).
5. If/when negotiation reaches a conclusion, provide updates to respective councils.

Role of Lead Negotiator

1. Meet with Committee to facilitate identifying parameters of any agreement, including terms which are deemed critical to the success of any agreement.
2. Identify any addition expertise (accounting, engineering, etc.) which may be required, including cost estimates.
3. Request permission to expend funds above initial budget, including any funds for external expertise (i.e. accounting services, engineering services, etc.).
4. Keep the committee updated on progress of negotiations.
5. Brief the Committee on the final terms of agreement.
6. Provide a recommendation to the Committee on the final terms of the agreement, based on critical success factors and other parameters identified in Step 1, and based on sound professional judgement.
7. Brief all Councils on the final terms of the agreement at a Joint Council Meeting.

ATTACHMENT C

NOTE: These Terms and Conditions shall apply for purposes of the RFP engagement. In the event of any conflict or disagreement between these Terms and Conditions and the RFP documents, the RFP documents have precedence and will be assumed to be correct.

These Terms and Conditions are intended to cover a wide range of procurements, including goods and services. As such, not all clauses will be applicable in all situations. If Respondents have questions regarding any of these Terms and Conditions, they must notify the County Contact named on the RFP form. To satisfy special requirements, supplementary Terms and Conditions may also apply to some acquisitions. If this is the case, the RFP documents will reference any such documents, in addition to these Terms and Conditions.

Failure to completely comply with these Terms and Conditions could cause the Respondent submission to be disqualified.

1. Definitions

Proposal - Respondent's written offer to provide the deliverables or any similar document issued in reply to an RFP. May also be referred to as a Proposal, Tender, Quotation, Submission, Response or similar name.

Respondent

Broader Public Sector - Any governmental or government-funded entity within a Province, including the MASH sector (Municipal governments, Academic institutions such as universities and community colleges, School boards and Hospitals). This includes all government departments, agencies, boards, offices and commissions and Crown Corporations.

Consortium - Two or more Respondents having no formal corporate links, who submit a joint bid.

Contract - The legal agreement, if any, entered into between the County and the successful Respondent following approval of the Contract by the County, and the settlement, execution and delivery of the same by each party to the Contract.

Email - A Submission submitted by means of electronic mail.

Losses - Means in respect of any matter all:

- (a) direct or indirect, as well as
- (b) consequential,

Claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).

Denotations - The words "may" "could" or "should" denote the permissive. The words "must", "shall" or "will" denote the imperative.

2. Date, Time and Place of Closing and Opening; Late Responses

The RFP will close at the time, date and location specified in the RFP document.

All Proposals must be received in their entirety *at or before* the closing time specified; Respondents are responsible for ensuring that their proposal, however submitted, is received on time and at the location specified.

All times are local times (Atlantic Time).

Proposals received late, or not received completely by the closing time will not be considered; the Reception Area time clock (E. D. Fullerton Building) will be assumed to be correct in the event of dispute.

All Proposals must be sent to the specified procurement email(as identified in the RFP documents), and will be opened after the closing time, in accordance with the County's Procurement Policy rules for opening proposals.

Proposals will be opened at the time and as specified in the RFP.

3. Methods of Submission

General

Proposals must be legible and complete, must include the RFP number and identify the Respondent's full legal name and address and supply all information requested; incomplete or illegible proposals are subject to rejection.

All questions or areas on the RFP form must be answered, even if it is only to indicate that the referenced item is not available; blank items will be assumed to be unavailable, and may result in rejection of Respondent's Proposal.

Where the price summaries of the Proposal do not fully explain the cost implications of an item, additional pricing detail should be attached, and shall form part of the Proposal.

Prices should be broken down as requested; if the cost of an item has been included in some other item, enter "Included in Item [nn]".

Fax Proposals

Faxed Proposals will not be accepted

4. Obtaining Documents

Proposals are to be submitted on the official RFP forms as issued through the County Contact; failure to use the correct forms could result in the Proposal being rejected.

It is the Respondent's responsibility to obtain RFP documents at their cost.

Respondents must not alter any portion of the RFP or associated documents, with the exception of adding the information requested by the RFP. Proposals containing clauses additional to the RFP that are "qualified" or "conditional" may be rejected.

The RFP, or any supplementary document or portion thereof is proprietary information, and must not be used by the Respondent for any purpose other than the submission of Proposals without the permission of the County.

RFP documents are available electronically from the County Contact.

Notices of tenders are viewed on the County website at www.cumberlandcounty.ns.ca and the Nova Scotia Public Tenders website at www.gov.ns.ca/tenders.

5. Vendor Registration

Respondent Registration: There is no requirement for Respondents to register with the County Supplier Registry to receive RFP documents or submit Proposals.

Corporate Registration: All Respondents must comply with the Nova Scotia Corporations Registration Act or the Partnerships and Business Names Registration Act. Respondents located outside Nova Scotia (which are not otherwise carrying on business in Nova Scotia) are expected to be registered in an equivalent manner in their respective jurisdictions. Verification of registration and good standing may be required before an award is made to a successful Respondent.

All Respondents must maintain their tax status in good standing. Verification of tax status with the Department of Finance and/or Canada Customs and Revenue Agency (GST/HST) may be required before an award is made to a successful Respondent.

6. Liability for Costs

Respondents are responsible for their own expenses in preparing, delivering or presenting a Proposal and for subsequent negotiations with the County, if any. The County will not defray any costs incurred by a Respondent in responding to an RFP.

The County will not be responsible for any costs, expenses, losses, damages or liability incurred by the Respondent as a result of, or arising out of, the submission of any Proposal, or due to the County not accepting or rejecting any Proposal.

7. Alternative Proposals; Altering Proposals Already Submitted

Alternative Proposals are multiple replies to an RFP, all or any of which are open for consideration. If Alternative Proposals are being made, each alternative should be submitted as a complete, separate and independent Proposal, and the Proposal form must be identified with words such as "Alternative A", "Alternative B", etc.

Multiple Proposals submitted by the same Respondent and not clearly identified as Proposal revisions will be assumed to be Alternative Proposals.

Proposals already submitted may be amended prior to closing a) by submitting an amendment identifying the plus or minus variance to the original Proposal, or b) by sending in a complete new Proposal, clearly indicating it replaces the previously submitted Proposal. Any such revision must clearly identify the RFP number and closing date of the Proposal being submitted. A Proposal revision replaces any other Proposal revisions previously submitted by the Respondent; only the last of any Proposal revisions received will be accepted.

Any Proposal submitted in response to an RFP may be withdrawn by written request to the County Office, but cannot be withdrawn, altered or changed in any way after the RFP closing date and time.

All requests for withdrawal, amendment or submission of a replacement Proposal must be submitted in writing on company letterhead or equivalent, and be signed by an authorized official of the Respondent.

8. Supporting Documents

A brief supplementary statement may be included with the response to an item to give the evaluators a clear understanding of the products/ personnel proposed and their ability to perform the specified tasks.

In addition to the responses requested in the RFP, Respondents may include specifications on some or all proposed items for evaluation purposes.

Supporting documents should be suitably cross-referenced to the RFP.

9. Unit Prices and Extensions; Taxes excluded; Currency; Shipping Costs

All prices should be extended and totaled. The extended price is derived by multiplying the unit price by the quantity of units required.

In the event of an error in calculation of the extended price, the unit price will be taken as correct and will govern in the Proposal evaluation and contract administration.

Do not include any Provincial or Federal sales taxes in the price.

All prices should be quoted in Canadian dollars unless other currencies are specifically requested.

Shipping, cartage, loading, insurance and handling charges must be included in the total price. If these charges have not been stated specifically, it will be assumed that they have been included in the Proposal price, i.e. FOB to the destination(s) listed in the RFP. The County will not assume responsibility for any goods or services until they have been delivered to the destination(s) specified in the RFP.

Unless stated otherwise in the RFP, a firm, all-inclusive price is required, i.e. hourly rates or "Time and Materials" are not acceptable responses.

10. Duration of Proposal/Award Prices

If the Proposal is accepted, prices must remain firm for the duration of the contract unless otherwise specified.

Unless stated otherwise in the RFP, Proposals must remain open to acceptance and are irrevocable for a period of 90 days after the RFP closing date.

11. Payment Terms and Discounts

If special payment terms or schedules are required, these must be specified in the Proposal; otherwise, the County payment terms (net 30 days) will apply.

Early payment discount terms (minimum period 10 days) may be considered in the evaluation of a Proposal.

Payment of term discount invoices will be calculated from the date the invoice or goods/services have been received, whichever is later.

Discount terms must appear on the Proposal, and on the invoice.

12. Delivery

Where the RFP includes a mandatory delivery schedule, the County will assume that the Respondent can meet the requested schedule and is satisfied that the goods or services required will be available for delivery on the requested date(s).

If Respondents wish to specify a delivery schedule different from that requested in the RFP, they must provide specific delivery dates or a schedule in calendar days from the date a Purchase Order is issued. Proposals that do not meet the delivery schedule as requested in the RFP may be rejected.

Time is of the essence, and Respondent's delivery schedule is legally binding. The County reserves the right to assess penalties or cancel awards to Respondents who fail to meet their stated delivery or completion dates.

13. Quality/Complete Product

Unless otherwise stated in the RFP, all material included in the Proposal must be new, first quality goods; used, refurbished, second, obsolete, discontinued or demonstrator items must only be proposed if the RFP specifically requests or otherwise states that such goods will be allowed.

By submitting a Proposal, Respondent guarantees that, unless the RFP specifies otherwise, all components required to make the required equipment or system operable or to deliver the required services have been included in the Proposal, or will be provided at no additional charge to the County.

Where applicable, the end user must be provided with complete operation manuals, warranty registration forms, user licenses/ authentications and/or other associated documentation normally provided by the manufacturer, reseller, installer and/or consultant.

14. Substitutions and Equivalent, Discontinued Items

The specifications in the RFP define the minimum acceptable goods and/or services required. Minor deviations from the specifications may or may not be permitted at the sole discretion of the Municipality.

The RFP may specify items by brand name and/or model number to designate the design, type of construction, quality, functional capability and/or performance level of the product requested.

If an item has been discontinued during the RFP process, or is otherwise unavailable, the County will cancel the RFP, or will issue an Addendum to update the specification. Respondents should notify the Municipality immediately when they become aware of any discontinuation of specified items.

If Respondents feel that they can provide items with equivalent or better functionality at the same or lower cost, they may be able to offer a substitute item. Substitutions offered must be of equal or better quality and clearly identified, and accompanied by brochures and technical information to permit evaluation of the item being offered. Substitution items must be identified by manufacturer's stock/part number and other descriptive information to establish equivalency. Substitutions offered without documentation sufficient to determine equivalency may be rejected as non-compliant.

The County reserves the right to inspect or test any product Proposal to determine equivalency, and may require demonstrator or sample items in order to be able to evaluate the items proposed. The Municipality will be the sole judge of equivalency.

Specifications may, for technical or logistical reasons, require that the items specified be supplied without substitution.

15. Standards and Certification

Where applicable, all equipment must be certified by the appropriate regulatory agencies (e.g. Canadian Standards Association, Communications Canada, Transport Canada, Canadian Gas Association, Health Canada, etc.).

16. Addenda, Corrections or Extensions of the RFP

The County reserves the right to modify the terms of the RFP at any time prior to closing, at its sole discretion.

The County will issue Addenda and in the case of this Request for Proposals only, will ensure the invited Respondents receive any Addenda. It remains the Respondents' responsibility to ensure they have complied with any such Addenda as issued by the County.

When these changes occur within five business days of the closing date, the closing date may be extended to allow for a suitable Proposal preparation time, at the discretion of the County.

17. Environmental Considerations

The County may seek to purchase recycled and/or environmentally sensitive products where practical and effective.

Where appropriate, the integration of environmental considerations into RFPs may be noted in the specifications; the specifications will identify these considerations to ensure that suppliers have a full understanding of the conditions to be met.

18. Warranty

The Respondent must describe the duration, type (e.g. on-site, depot, ship-in or carry-in) and terms of the manufacturer's warranty on all goods.

If the Respondent provides any additional/ supplementary warranty coverage, describe this as well.

If warranties can be upgraded or extended, identify the upgrade costs separately. Do not include warranty upgrade or extension costs in the Proposal price unless the RFP specifically states that the upgrade is a mandatory requirement.

If local service is a requirement of the RFP, describe the means by which this will be accomplished, i.e. by "own forces" or through a contractual arrangement with a third party (which must be identified - see Section 20 "Subcontractors and Consortium Proposals").

19. No Restriction on Fair Use

The Respondent warrants that there are no patents, trademarks or other rights restricting the use, repair or replacement of the goods or services furnished or any part thereof. The Respondent agrees to indemnify and save harmless the County from and against all claims filed or prosecuted in any manner because of such use, repair or replacement of the goods or services being a violation of any patent, trademark, or other right.

20. Subcontractors and Consortium Proposals

The use of a subcontractor is permitted, and encouraged where this will result in skills and technology transfer to the County.

Names of all Subcontractors and/or Consortium members, and the services they will provide, must be listed on or attached to the Proposal, if requested.

If a Consortium Proposal is being submitted, one of the Respondents must be prepared to take overall responsibility for successful provision of the goods or services, and this must be defined in the Proposal. Failure to do so may result in disqualification of the Proposal.

"Own Forces" may only be named as Subcontractors when the Respondent is equipped to carry out and normally carries out the work noted.

If subcontractors (including "own forces") are named, work must be carried out by the named forces and substitution of others will not be allowed without prior approval of the Municipality.

21. Right to Reject; Financial Stability; Non-Compliance

Failure to comply with any of the mandatory terms or conditions contained or referenced in the RFP documents may result in the rejection of the Proposal.

All of the terms, conditions and/or specifications stated or referenced in the RFP are assumed to be accepted by the Respondent and incorporated in the Proposal.

Respondents may be required to demonstrate financial stability, authorization to provide the goods/services being acquired, and/or regulatory agency approval, licensing or registration as needed, or otherwise clarify Respondent's capability to satisfy the RFP requirements. The County reserves the right to reject Proposals from any Respondent that it feels is incapable of providing the necessary labour, materials, equipment, financing or management resources to perform the work or supply the goods in a satisfactory and timely manner.

The County reserves the right to waive minor non-compliance where such non-compliance is not of a material nature in its sole and absolute discretion, or to accept or reject in whole or in part any or all Proposals, with or without giving notice. Such minor non-compliance will be deemed substantial compliance and capable of acceptance. The County will be the sole judge of whether a Proposal is accepted or rejected.

The County reserves the right to split an award amongst Respondents as deemed in the best interests of the County.

22. Cancellation; No Award

Issuing an RFP implies no obligation on the County to accept any Proposal, or a portion of any Proposal submitted. The lowest or any Proposal will not necessarily be accepted.

RFPs may be cancelled in whole or in part without penalty, when a) the price Proposal exceeds the funds allocated for the purchase; b) there has been a substantial change in the requirements after the RFP has been issued; c) information has been received by the County after the RFP has been issued that the County feels has substantially altered the procurement; or d) there was insufficient competition in order to provide the level of service, quality of goods or pricing required.

If no compliant Proposals are received in response to an RFP, the County reserves the right to enter into negotiations with one or more vendors in order to complete the procurement.

The County will be the sole judge of whether there is sufficient justification to cancel any RFP.

No action or liability will lie or reside against the County in its exercise of its rights under this section.

23. Governing Laws and Trade Agreements

Unless the RFP documents specifically state otherwise, the RFP, all Proposals, and any subsequent contracts will be construed and interpreted in accordance with the laws of the Province in which the RFP was issued.

RFPs subject to the Atlantic Procurement Agreement, the Agreement on Internal Trade, or any other inter-provincial agreement, will be specifically identified as such in the public notice and/or the RFP documents.

Copies of any applicable trade or procurement agreements and/or legislation can be obtained by contacting the County.

Respondents agree to comply with all applicable laws, regulations and standards, including all labour, occupational health & safety, and worker compensation requirements of the Province of Nova Scotia.

The County may consider and evaluate any Proposals from other jurisdictions on the same basis that the purchasing authorities in those jurisdictions would treat a similar Proposal from a supplier located in this Province. The County will be the sole judge of whether these conditions will be used and the extent to which they will be applied.

Vendors registered to do business in any Atlantic Province can Proposal on RFPs issued by any other Atlantic Province without having to satisfy any local registration or residency requirements.

Under Canadian law (and international agreements), your Proposal must be arrived at separately and independently, without conspiracy, collusion or fraud; see <http://www.competitionbureau.gc.ca/internet/index.cfm?itemid=1243&lg=efor> further information.

24. Confidentiality and Freedom of Information

All Proposals submitted become the property of the County. By submitting a Proposal, the Respondent hereby grants the County a license to distribute, copy, print or translate the Proposal for the purposes of the RFP. Any attempt to limit the County's right in this area may result in rejection of the Proposal.

Respondent's Proposal package may be subject to disclosure under the Province's "freedom of information" legislation. By submitting a Proposal, the Respondent agrees to the appropriate disclosure of the information supplied, subject to the provisions of the governing law. The County cannot guarantee the confidentiality of the complete content of any Proposal after the procurement has been awarded to the successful Respondent.

During the delivery and installation of goods and/or services, the Respondent or Respondent's staff may have access to confidential information belonging to the County. Should this occur, the Respondent must ensure that such information is not released to any third parties or unauthorized individuals; failure to comply may result in criminal or civil charges and/or the Respondent's disqualification from any further RFPs issued by the County.

The Municipality of the County of Cumberland is required to comply with the Personal Information International Disclosure Protection Act (S.N.S 2006, c.3). This Act creates obligations for the Municipality of the County of Cumberland and its service providers when personal information is collected, used or disclosed. Requirements include limiting storage, access and disclosure of personal information to Canada, except as necessary or otherwise required by law. For more information on this Act please click here. (http://www.gov.ns.ca/just/IAP/governing_law.asp)

25. Enquiries and Contacts

In case of any dispute over the completeness, accuracy and/or interpretation of any RFP documents, the versions of such documents held by the County will be considered correct.

Information, offers, commitments or instructions obtained from any source other than the County will not be binding on the County.

Enquiries regarding the RFP must be made to the contact(s) named in the RFP documents (or their designates); quote the RFP number on any correspondence.

If an envelope was included with the RFP documents, this envelope must not be used to submit an enquiry; these envelopes are not opened before the closing time for receipt of Proposals.

Enquiries and the responses given may be recorded and may be distributed to all other Respondents as Addenda. No response shall be binding on the County unless made in writing.

All enquiries regarding the interpretation of these Terms and Conditions, general procurement policy or procedures must be made to the County.

26. Accuracy of the RFP; Right to Clarify

While the County has tried to ensure accuracy in the RFP, it is not guaranteed or warranted by the County to be accurate, nor is it necessarily comprehensive or exhaustive.

The County will assume that all Respondents have resolved any questions they might have about the RFP and have informed themselves as to existing conditions and limitations, site restrictions, etc. before submitting their Proposals.

Nothing in the RFP is intended to relieve Respondents from forming their own opinions and conclusions with respect to the matters addressed in the RFP or its associated documents.

The County reserves the right in its sole discretion to clarify any Proposal after closing by seeking further information from that Respondent, without becoming obligated to clarify or seek further information from any or all other Respondents. However, Respondents are cautioned that any clarifications sought will not be an opportunity either to correct errors or change their Proposals in any substantive manner.

The County follows the Atlantic Standard Terms & Conditions for Goods and Services. Any discrepancy between this document and the Atlantic Standard Terms and Conditions; the Atlantic Standard Terms and Conditions shall prevail. Failure to comply with these Terms and Conditions could cause the Respondent's Proposal to be disqualified.

27. Language

Unless specifically requested otherwise, all Proposals, supporting materials, operation manuals and documentation must be in English, or both English and French.

28. Eligibility and Conflict of Interest

A Proposal may not be eligible for acceptance if current or past corporate or other interests of the Respondent may, in the County's opinion, give rise to a conflict of interest in connection with a project.

Respondents are cautioned that acceptance of their Proposal may preclude them from bidding on subsequent phases where a conflict of interest may arise; Respondents should study the project implementation strategy to determine whether or not they plan to submit Proposals on subsequent phases.

If the Proposal covers the first phase of what may prove to be a multi-phased project, the successful Respondent on the initial phase may be permitted to Proposal on subsequent phases as long as, in the County's opinion, no conflict of interest would be created in performance of the work by that Respondent.

Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the County's opinion, give rise to a conflict of interest in connection with this acquisition will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of the RFP documents.

29. PROTECTION OF COUNTY AGAINST LAWSUITS

1. Release

Except only and to the extent that the County is in breach of Section 24 –*Confidentiality and Freedom of Information*, the Respondent now releases the County from all liability for any Losses in respect of:

1. any alleged (or judicially imposed) breach by the County of the REQUEST FOR PROPOSALS (it being acknowledged and agreed that to the best of the parties' knowledge, the County has no obligation or duty under the REQUEST FOR PROPOSALS which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
2. any unintentional tort of the County occurring in the course of conducting this REQUEST FOR PROPOSALS process;
3. the Respondent preparing and submitting its Proposal;
4. the County accepting or rejecting its Proposal or any other submission;
5. the manner in which the County:
 - (a) reviews, considers, evaluates or negotiates any Proposal,
 - (b) deals with or fails to deal with any Proposal or Proposals, or
 - (c) decides to enter into a Contract or not enter into any Contract; and
 - (d) the Respondent(s), if any, with whom the County enters a Contract.

2. Indemnity

Except only and to the extent that the County breaches Section 24 –*Confidentiality and Freedom of Information*, the Respondent now indemnifies and will protect and save the County harmless from and against all Losses, in respect to any claim or threatened claim by the Respondent or any of its Sub-contractors or agents alleging or pleading.

1. any alleged (or judicially imposed) breach by the County or its officials or employees of the REQUEST FOR PROPOSALS (it being agreed to that, of the best of the parties' knowledge, the County has no obligation or duty under the REQUEST FOR PROPOSALS which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially),
2. any unintentional tort of the County or its officials or employees occurring in the course of conducting this REQUEST FOR PROPOSALS process, or
3. liability on any other basis related to this REQUEST FOR PROPOSALS or the Proposal process.

3. Limitation

In the event that, with respect to anything relating to the REQUEST FOR PROPOSALS or this Proposal process (except only and to the extent that the County breaches 29.3 – *Limitation*, Section 29.4 – *Dispute Resolution*, Section 24 –*Confidentiality and Freedom of Information*), the County or its officials, officers, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Respondent or its Sub-contractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Respondent or its Sub-contractors or agents on any basis or legal principle of any kind, the County liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

4. Dispute Resolution

Any dispute relating in any manner to this Request for Proposals or the Proposal process (except only and to the extent that the County breaches Section 29.3 – *Limitation*, Section 29.4 – *Dispute Resolution*, Section 24 –*Confidentiality and Freedom of information*, and also excepting any disputes arising between the County and any Respondent with whom the County has entered a Contract) will be resolved by arbitration in accordance with the CCDC 40.

30. Survival/Legal Effect of Proposal Contract

All of the terms of this Attachment C to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the Proposal process will survive such issuance and will remain legally enforceable by and against the Respondent and the County.

AS EVIDENCE OF THE RESPONDENT'S INTENT TO BE LEGALLY BOUND BY THIS ATTACHEMENT, THE RESPONDENT HAS EXECUTED AND DELIVERED THIS ATTACHMENT C, AS AN INTEGRAL PART OF ITS PROPOSAL FORM IN THE MANNER AND SPACE SET OUT BELOW:

Authorized Signatory for the Respondent

Date

Print Name and Title