

**KEARNEY-PERRY JOINT WASTE
MANAGEMENT BOARD**

RFP No. 2018-002

**RFP Rain Lake Landfill Site Contract
For Bin Collection and Site Maintenance**

Tender Issue Date: Wednesday, September 19, 2018
Tender Closing: Wednesday October 17, 2018 at 3:00 pm
Tender Opening: Wednesday October 17, 2018 at 3:15 pm

Sealed RFP's clearly marked

“2018-002 RFP Rain Lake Landfill Contract”

Must be submitted to:

Kim Seguin, Secretary/Treasurer

Kearney-Perry Joint Waste Management Committee

c/o The Corporation of the Township of Perry

Box 70, 1695 Emsdale Road

Emsdale, Ontario P0A 1J0

Tender information posted

<http://www.townshipofperry.ca/notices.html>

<http://www.townofkearney.com>

NOTE: Lowest or any tender not necessarily accepted

1.0 INTRODUCTION

The Kearney-Perry Joint Waste Management Board is inviting Requests for Proposals regarding the Operation of the Rain Lake Landfill Site.

Qualified firms with requisite experience in the operation of a landfill site in accordance with a Certificate of Approval from the Ministry of the Environment are invited to submit a proposal outlining how their company, work capabilities, performance, warranty, and overall price comply with the specification of this specific RFP document.

All proposals must be CLEARLY marked
“2018-002 RFP Rain Lake Landfill Contract”
with the same forwarded to:

Kim Seguin, Secretary/Treasurer
Kearney-Perry Joint Waste Management Committee
c/o The Corporation of the Township of Perry
Box 70, 1695 Emsdale Road
Emsdale, Ontario P0A 1J0

Please note Kim Seguin is the primary technical contact for questions during the submission process. To ensure fairness to all proponents, any and all questions that require detailed clarification or that may materially alter this RFP document shall be submitted in writing (email form is acceptable) to kim.seguin@townshipofperry.ca.

2.0 GENERAL INSTRUCTIONS TO PROPONENTS

2.1 SEALED PROPOSALS

All proponents shall submit sealed proposals using the label sheet attached at the end of this document.

2.2 CLOSING DATE/TIME

Sealed and marked proposals will be received until 3:00 p.m. on Wednesday, October 17, 2018. Proposals will be opened and reviewed for completeness, a report will be brought forward to the committee.

2.3 SUBMISSION REQUIREMENTS

The proponent shall submit one (1) sealed and duly executed copy of the complete RFP document, including any additional proposal-specific information by the closing date/time.

2.4 PROPONENT IDENTIFICATION

Each proposal shall contain the full legal name of the proponent, and be duly signed by a person with binding corporate authority.

2.5 ACKNOWLEDGEMENT

The proponent acknowledges and confirms that their proposal is based entirely on the terms, specifications, requirements and conditions as set out in the RFP document, or as otherwise established through any formal addenda issued relative to this RFP.

2.6 ACCEPT OR REJECT PROPOSAL

The proponent is advised that the Committee of the Kearney-Perry Joint Waste Management Committee reserves the right to reject any or all proposals. The Committee may also, at its sole discretion, award the proposed work to other than the low proponent. The proponent is advised that failure to satisfy any term or condition of this RFP may result in rejection of said proposal. Further, any proposals not properly signed/dated, proposals received after the closing date/time, proposals that contain restrictions and/or provisions, proposals completed in pencil, proposals with incomplete calculations, proposals lacking required information, will be rejected as incomplete.

2.7 FREEDOM OF INFORMATION

The proponent acknowledges that any information or documents provided in response to this RFP may be released pursuant to the provisions of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). This acknowledgement shall not be construed as a waiver of any right to object to the release of any information or documentation.

2.8 AMENDMENT OR WITHDRAWAL OF PROPOSALS

The proponent may amend or withdraw their proposal prior to the closing date and time by submitting a clear and detailed written notice to the primary contact. All proposals become irrevocable after the closing date and time.

2.9 NEGOTIATIONS

Proponents are advised that the Township of Perry may negotiate terms, conditions, or alterations to the materials specified directly with the successful proponent.

2.10 ACCEPTANCE OF PROPOSAL

If the proponent proposal is accepted, the proponent agrees to entering into a contract with the Committee for the period of January 1, 2019 to December 31, 2023.

2.11 BINDING AGREEMENT

All proposals shall be final and binding on the proponent for a period of 90 (ninety) days from the closing date and time and may not be altered by any subsequent offerings, discussions, or commitments unless the proponent is requested to do so by the Committee.

2.12 PROPOSAL EXPENDITURES

Kearney-Perry Joint Waste Management Committee will not reimburse any proponent for any costs related to the preparation of a proposal response to this RFP. Without foregoing any generalities, this shall extend to any review, presentations, and any supplemental information provided, and shall extend to subsequent negotiations, if any, with the Township of Perry.

2.13 PROPOSAL PRICE

The proponent shall provide a detailed fixed price proposal for the proposed work as identified in this RFP. The proposal shall be broken into two parts: 1 – Haulage, with a breakdown of each bin location for haulage to landfill site, and 2 – Landfill site Management/Supervision. All proposals shall show any applicable tax as a separate line item. **Please note: The Kearney-Perry Joint Waste Management Board will not accept partial quotes for one aspect of the work identified.**

2.14 ADDENDA

In the event that questions/responses to this RFP require amendments or modifications to the original document, such amendments shall be advertised on the Township of Perry's Website (www.townshipofperry.ca) and the Town of Kearney's Website (www.townofkearney.com)

It is the proponent's sole responsibility to review the aforementioned websites for any amendments/modifications to this RFP.

3.0 CONTRACT OUTLINE

3.1 SPECIFICATIONS

The following specifications are provided as a minimum acceptable standard. The proponent is requested to include their own specification listing which meets or exceeds the following:

3.1.2 Pickup and drop off bins, including dumping the filled bins or garbage, on a suitable weekly schedule on Wednesday or Thursday, from the Kearney Transfer Stations (2) and the Perry Transfer Station (1) to the Rain Lake Landfill Site.

3.1.3 Move extra bins as required from place to place at the Perry Transfer Station, if required and requested.

3.1.4 Carry out all work required at the Rain Lake Landfill Site as stipulated in Certificate of Approval A612016 which forms in integral part of this contract. Please see page 4 of the Certificate of Approval to ensure you will comply with Section 10 to 29 (Section 12 is not applicable)

3.1.5 **Landfill Operations**

- General
- Site Supervision
- Site Security and Operating Hours
- Waste Cover Requirements
- Base Contours
- Waste Burning
- Bears, Birds, Rodents and Insect Control
- Litter Control
- Dust Control
- Noise Control
- Site Maintenance

3.1.6 Sections 30 through 33 will be co-ordinated with the Engineer

3.1.7 Section 35 is the responsibility of the Contractor.

3.1.8 Provide all equipment necessary for the above work and provide all fuel, oil, maintenance repairs, insurance and floating of equipment. The JWMC owns and supplies a compactor on site currently used by the current contractor.

3.1.9 Maintain the electric fence.

3.1.10 The Contractor will provide the Committee with a copy of its licence to haul waste. Any revisions to this licence (Certificate of Approval) will be provided to the Committee within thirty (30) days of the changes, throughout the period of this contract.

3.1.11 Within 10 days of award of the contract, the Contractor will provide the Committee with proof of WSIB coverage for its employees who will be employed by the Contractor to satisfy the terms of this contract and be responsible for the workers health and safety as specified by the Occupational Health and Safety Act.

3.1.12 Within 10 days of award of the contract the Contractor will provide the Committee with proof of **5 million dollars** of liability insurance with the Kearney Perry Joint Waste Management Board, Township of Perry and Town of Kearney as additional named insured. Upon insurance renewal updated copies to be provided annually.

3.1.13 The Contractor will provide monthly reports to the Committee on the current month year-to-date figures for quantities (metres) of waste deposited at the landfill site, semi-annually reports on the portion of the cell remaining available for waste, and as needed on any other aspect of the operation on which the Committee should be informed in order to carry out its responsibilities under the Certificate of Approval. The Contractor understands that it is responsible for providing accurate records to be used in the compilation of the Annual Report to the Ministry of the Environment.

3.1.14 The proposal shall include the price per bin for pickups and drop offs required for:

Kearney Station – 149 King William Street, Kearney Ontario to Landfill
Sand Lake Transfer Station – 147 Kallio Road, Kearney Ontario to Landfill
Novar Station – 775 Hwy 592 N. Emsdale, Ontario to Landfill

(Note: Bin counts for 2017 were as follows: Kearney Transfer Station – 34 waste bins; Sand lake Transfer Station – 69 Bins; Novar Transfer Station – 142 bins)

3.1.15 Cost per year to have all necessary equipment on site to do the work required, and to have the qualified Site Supervisor at the landfill site as needed to comply with the Certificate of Approval for the site.

3.1.16 Cost per year for using the compactor on site as an alternative to providing their own.

3.1.17 The Contractor will invoice the Committee on a monthly basis. Payment will be made upon approval of each invoice at the regular monthly Committee meetings. The Committee does not agree to pay any work done in addition to the work agreed upon in the final contract, unless the Committee has approved in advance, in writing that the work is to be done.

3.1.18 The Contractor must understand that the Certificate of Approval requires that any public complaints with regard to the operation of Rain Lake Landfill Site must be reported to the Committee.

3.1.19 The term of the Contract will be five years and will begin on January 1, 2019 and terminate on December 31, 2023.

3.1.20 This contract can be renewed on terms and conditions mutually agreeable to both the Contractor and Committee for an additional two terms of five years.

3.1.21 In the event one party wishes to amend the Contract, the initiating party must give the other party three (3) months written notice of its desire to negotiate an amendment, setting out the details of the proposed amendment at the time of giving notice. Such amendments will only apply from the anniversary date forward, unless both parties agree to implement the amendments at an alternative date.

3.1.22 The Contract may be terminated provided one party notifies the other in writing three (3) months in advance of its desire to terminate the Contract. In the event that the Contract is terminated due to non-performance of work or non-compliance with the Contract, then there will be no obligation on the Committee to pay any further sums to the Contractor beyond the date the notice to terminate was given.

4.0 QUOTATION FORM

4.1 PROPONENT INFORMATION

All fields must be completed by the Proponent

Authorized Signing Authority: _____
 (Full Name & Title)

Signature: _____ Dated: _____
 I have the authority to bind the Corporation

Mailing Address: _____

Email: _____

Phone: _____ Fax: _____

4.2 PROPOSAL PRICE

BIN PICKUP AND DROP OFFS:	PRICE per bin
Kearney Station – 149 King William Street to Landfill	\$ _____
Sand Lake Transfer Station – 147 Kallio Road to Landfill	\$ _____
Novar Station – 775 Hwy 592 N. to Landfill	\$ _____
Notes/Details	

LANDFILL SITE CONTRACT – using compactor on site
Contract price per year: (excluding HST) \$_____
Notes/Details

5.0 SUMMARY

5.1 QUESTIONS/CLARIFICATIONS

The proponent shall direct any and all questions relating to this RFP to the principal contact (Kim Seguin: kim.seguin@townshipofperry.ca) in writing via email by no later than four (4) business days prior to the closing date. Should any error, ambiguity, divergence, omission, oversight, contradiction, or item subject to interpretation be identified in this RFP, the proponent shall, as it is discovered, notify the primary contact (in writing) requesting instruction, decision, direction or clarification of same. The primary contact will determine the extent of resolution required.

We wish to thank all interested parties for participating in this request for proposal, and look forward to working with the successful proponent in the immediate future.

Label Sheet: Attach This Label Sheet to the Front of Your Tender Envelope/Package Submission

Tender

To be Returned to:

**Kearney Perry Joint Waste Management Board
Attn: Kim Seguin Secretary/Treasurer
P.O. Box 70 1695 Emsdale Road
Emsdale, ON, P0A 1J0**

RFP 2018-02 Rain Lake Landfill Contract

Tender Closing at: 3:00 p.m., Wednesday, October 17, 2018

Bidders' Name: _____

Address (including Postal Code): _____

*For Township Use Only:
Date and Time Received:*

Note: This address label/sheet must be affixed to the front of your sealed Tender envelope or package submission. The Joint Waste Management Board will not be held responsible for envelopes or packages that are not labeled.