The Corporation of the Township of Strong Request for Proposal (RFP) Strong Landfill #2 2024-001LF Landfill Supervisor Contract



RFP Submission Due: 1:00 PM on May 9, 2024 RFP Opening: 1:30 PM on May 9, 2024 RFP Awarded: May 14, 2024 Council Meeting

1.0 Introduction

The Township of Strong is seeking to engage the services of a Contractor to provide Maintenance and Operations, and associated services, at the Landfill Site # 2 - Part lot 10, Concession 3 known as 950 Muskoka Road.

The objective of this Request for Proposal (RFP) is to provide the Township a basis for selection of a qualified contractor to perform the work defined herein.

2.0 Scope of Services and Requirements

The Township is seeking a qualified contractor to provide landfill supervisor services for a multiyear term, including provision of necessary equipment.

The contract shall be for a five (5) year term, commencing June 1, 2024 through December 31, 2029. This agreement term may be extended upon mutual agreement from the Contractor and Township, as approved by Council.

The Contractor shall provide landfill supervisor services with respect to maintenance and operation of Landfill #2 and other related services at the Landfill #2 to a standard acceptable to the Township of Strong, in a prompt, regular and routine fashion.

The Contractor shall be solely responsible for staffing the work force required to accomplish the assigned tasks defined herein and ensuring they comply with all regulations. A current list of employees/staff that will be assigned to work and/or have access to the Landfill must be filed with the Township and authorization accepting the list is required.

2.1 Contractor Responsibilities

The Duties listed herein shall not be considered a comprehensive list of those associated with Landfill #2 Operation, but rather a summary of the overall operation.

The Contractor shall operate the facility in accordance with all rules and regulations as set forth by the Owner, and Ministry of Environment, including all relevant bylaws and policies and procedures.

The Contractor must understand that his/her primary responsibility is providing a high level of service to Landfill users. The Contractor and his/her employees must be aware that they are representing the Owner and must conduct themselves accordingly. This entails maintaining a polite and helpful demeanor in all interactions with residents.

The Contractor and his/her employees shall welcome all users to the Landfill and provide pertinent information and direction in regard to rules of operation, etc.

The Contractor must visually inspect every load entering the Landfill to ensure waste is within acceptable parameters and in order to direct the customer to the appropriate disposal area.

The Contractor shall ensure his/her employees are fully conversant with all operations, processes, policies etc.

The Contractor shall keep the dumping area clean and suitable for public use, including pickup of windblown garbage around the entrance.

The Contractor shall provide equipment suitable for garbage to be machine compacted and covered with fill a minimum of twice per week in the summer season, required to maintain a standard suitable to the Ministry of Environment and the Township.

The Contractor shall accept recyclables from approved sources for collection in the applicable container. The Contractor shall ensure the recyclables are sorted, broken down and delivered to Landfill #1 (483 Forest Lake Road) on a regular basis.

The Contractor shall maintain the fire break to a width of 100' and to immediately put out any fire in the Landfill Site that may start. The Township shall provide required suppression equipment.

The Contractor shall provide equipment suitable to keep the dumping area and dump face clear of snow, when applicable, to keep it clean and safe for public to dispose of garbage.

The Contractor shall complete grade turnarounds every two or three days during the summer months and snow blow the same area each time it snows throughout the winter months.

The Contractor shall maintain all signs installed on the site, and report any deficiencies to the Township.

In no instance shall the Contractor deviate from the operational policies and processes implemented by the Owner.

The Contractor shall be allowed access to the facility for the sole purpose of performing the duties as described herein.

2.2 Hours of Operation

The Contractor shall ensure the facility is staffed and otherwise open for operation as per Township of Strong approved hours of operation.

Summer Hours - July and August

- open Thursday to Sunday from 1:00 pm to 5:00 pm
- open Monday from 8:00 am to 12:00 pm
- closed Tuesday and Wednesday

Winter Hours - September until June

- open Thursday, Friday and Saturday from 1:00 pm to 5:00 pm
- closed Sunday, Monday, Tuesday and Wednesday

Closed all statutory holidays except for the Civic Holiday

2.3 Contractor Compliance

The Contractor shall comply with the requirement of the Ontario Workers Safety and Insurance Board and make all returns and pay all assessments required under the law of the Province with regard to the compensation and protection of workmen. The Contractor will be responsible for payment of fees and must remain in good standing with the Ontario Workers Safety and Insurance Board.

The Contractor shall be fully responsible for understanding and ensuring all Ontario Occupational Health and Safety Regulations are complied with.

The Contractor shall be responsible for being registered, making regular payments (as required) and must remain in good standing with all Canada Revenue Agency source deductions (Income tax, Employment Insurance, Canada Pension Plan, Goods and Services Tax).

The Contractor shall be responsible for being registered, making regular payments (as required) and must remain in good standing with all the Ontario Provincial Sales Tax and/or Education and Health Tax requirements.

The Contractor shall furnish to the Owner at or before the execution of this agreement a certified copy of the insurance or a certificate acknowledging that such insurance shall be maintained during the currency of this agreement. All insurance policies required hereunder shall provide that the insurance company will notify the Owner if the policies are terminated.

The Contractor shall indemnify and save harmless the Owner from and against all losses and claims, demands, actions, payments, suits, recoveries and judgments of every nature and description brought or recovered against the Owner by reason of any act or omission of the Contractor, his/her agents or employees, in the execution of the work or in the guarding of it. No aspect of the RFP or Service Contract is to be construed as authorizing the Proponent to contract for or to incur any obligation on behalf of the Owner, or to act as agent for them.

3.0 Response Requirements

Proposals shall include the following contractor information:

A complete summary of qualifications, relevant experience, list of owned equipment proposed to be used at Landfill #2 and any information indicating ability to be compliant and provide services as defined herein.

Three (3) professional references.

Expectation of annual remuneration for services rendered as defined herein.

4.0 Termination of Contract

Should the Contractor fail to diligently perform the Work described, and does not remedy, the Township of Strong reserves the right to terminate the Service Agreement by issuing written notice. The Township of Strong will not be liable to the Contractor for loss or damages based upon, arising out of or resulting from termination.

The Contractor shall provide 6 months notice of their intent to end the contract, if earlier than the agreement length of five (5) years. Council may consider an alternative notice period in

extenuating circumstances, and request a holdback on the last pay until Landfill #2 is cleaned to the satisfaction of the Township.

Should the Ministry of Environment order Landfill #2 to be closed, the Contractor agreement will be terminated within 30 days of Notice.

5.0 Contractor Conflict of Interest & Confidentiality

Contractor shall avoid all conflicts of interest and respect its relationship with the Township of Strong by maintaining confidentiality of materials deemed confidential by law. Contractor specifically agrees to the following:

Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this RFP. Without limitation, the Contractor represents to and agrees with the Township that no conflict of interest is created between providing the Township services hereunder and any interest Contractor may have with respect to any other person or entity which has any interest adverse or potentially adverse to the Township.

All reports, analysis, diagrams or any documents accessed by the Contractor are considered the property of the Township and shall not be communicated to any person except as specifically authorized in writing by the Township.

If a Proponent is later determined to have failed to disclose a Conflict of Interest and/or the Conflict of Interest is falsely or insufficiently reported, the Township of Strong may terminate or cancel the Contract, which may have been entered into with such Proponent.

6.0 Response Requirements

Proponents are requested to submit one (1) original or one (1) electronic copy of their proposal. Proponents should label the Proposal envelope with the RFP Title, the Proponent's name and address, and the RFP# (2024-001LF). Submissions must contain the following information:

- 1. A statement of project understanding.
- A cost schedule for services rendered, as required. Proposed annual remuneration to be summarized separately for each year of the contract term (paid monthly by the Township).
- 3. A list of references.
- 4. Point of Contact, in the event that additional information is required.
- 5. A description of previous experience on related projects would be considered an asset.
- 6. A description of all equipment to be used at Landfill #2
- 7. Proposed Hours of Operation, or acceptance of the current Hours of Operation.

All submissions must include any or all proposal details and required information as indicated in this document.

The Township reserves the right to cancel this Request for Proposal, accept or reject any or all proposals, or to accept the proposal most favorable in the interests of the Township.

Any interpretation of, additions to, deletions from, or any other corrections of the proposal document will be in writing and provided as supplemental information to all potential contractors by the Township of Strong.

All responses to the RFP become the property of the Township. The RFP does not commit the Township to award a contract or to pay any cost incurred in the preparation of the proposal. This project is subject to budget constraints. The Township reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFP and/or RFP process, to reject any or all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel the RFP without liability, obligation, or commitment to any party, firm, or organization.

In addition, the Township reserves the right to waive any defects as to form or content of the RFP or any responses by any Contractor teams and to request and obtain additional information from any candidate submitting a proposal. Furthermore, a proposal RISKS BEING REJECTED for any of the following reasons:

Proposal received after designated time and date.

Proposal received at other than the designated location.

Proposal not containing the required elements, exhibits, nor organized in the required format.

Proposal considered not fully responsive to this RFP.

7.0 Submission

To receive consideration, response to the RFP must be submitted no later than 1:00 pm, Thursday, May 9, 2024. Any Proposal received at the designated location after the required time and date specified for receipt shall not be considered.

Tenders will be opened publicly at 1:30 p.m. on Thursday, May 9, 2024 at the Township of Strong Administration Office. Clarification of items and conditions of the proposal or requests for additional information, facility tours etc. shall be directed to:

Caitlin Haggart

Clerk Administrator

(705)-384-5819 ext 207

clerk@strongtownship.com

Questions must be received by phone or e-mail by Wednesday, May 8, 2024 at 4:00 pm.

8.0 Key Dates

Activity	Date
Questions Submission Deadline	4:00 PM on May 8, 2024
Proposal Submission Deadline	1:00 PM on May 9, 2024
RFP Opening Date	1:30 PM on May 9, 2024
Estimated Contract Award Date	May 14, 2024 Council Meeting

9.0 Township Representative

Direct all proposal submissions to the following Township Representative:

Caitlin Haggart, Clerk Administrator

Township of Strong

28 Municipal Lane PO Box 1120 Sundridge, Ontario

P0A 1Z0

Electronic Submissions to clerk@strongtownship.com

APPENDIX A - Summary of Contract Information

(Completed by the Contractor)

Company Name:	
Mailing Address.	
Mailing Address:	
Telephone Number:	
E-mail Address:	
Name & Position of Signing Individual:	
Name of Insurance Company:	
(Please include prices before HST) Contract Bid for 2024 (June 1- Dec 31)	
Contract Bid for 2025 (Jan 1 – Dec 31)	
Contract Bid for 2026 (Jan 1 – Dec 31)	
Contract Bid for 2027 (Jan 1 – Dec 31)	
Contract Bid for 2028 (Jan 1 – Dec 31)	
Contract Bid for 2029 (Jan 1 – Dec 31)	
Acceptance of Current Operating Hours:	Yes No: Proposed Hours;
Note – Contract Bid accepted will be paid to the subject to Council Approval.	Contractor monthly. Proposed Hours are
I hereby sign acknowledging I have reviewed this statement of project understanding of the duties of	s document in its entirety and confirm that this is my outlined herein.
Signing Officer:	

APPENDIX B

Project: RFP 2024-001LF Landfill #2 Supervisor Contractor	
Location: 950 Muskoka Road, Strong Township	
<u>Submission:</u> The Corporation of the Township of Strong	
Company Name Address	
Company Name Address	
Have examined the bid documents as listed hereto in this bid, and Addend (if applicable) and have visited the Landfill Location, acknowledged all C examined all necessary details, including the request for equipment, to cor applicable legislations, regulations, guidelines, and by-laws; hereby offer to perform the Work outlined in this proposal, as well as follow all a regulations, and by-laws required to operate and manage Landfill #2, 950	Owner's specifications, mplete this work as per o enter into a Contract applicable legislations,
Signature:	
Name & Title:(Please Print)	
Witness:	
Datedthis day of,	2024

APPENDIX C – List of Equipment:

Provide a list of each and every type of equipment that you will engage in the operation of the project, including the name, capacity and date of manufacture, as well as back up equipment.		