



**TOWNSHIP OF HORNEPAYNE
REQUEST FOR QUOTATION (RFQ)**

**FOR
GARBAGE PICKUP AND
LANDFILL TRANSFER STATION OPERATION
FOR THE
TOWNSHIP OF HORNEPAYNE**

RFQ. No. 2023-09-18

Closing: OCTOBER 5, 2023

**GARBAGE PICKUP AND LANDFILL TRANSFER STATION OPERATION
FOR THE
TOWNSHIP OF HORNEPAYNE**

R.F.P. NO. 2023-09-18

The Township of Hornepayne is seeking quotations for curbside compacted garbage pick-up and operation/supervision of the Municipal Landfill Transfer Station, located at 11 Becker Road, in accordance with Certificate of Approval No. A562102 and all municipal, provincial, and federal regulations.

Quotations marked “**RFQ 2023-09-18 GARBAGE PICK-UP AND TRANSFER STATION OPERATION**” in the Subject line may be electronically submitted to:

cao@hornepayne.ca

and must be received no later than:

THURSDAY, OCTOBER 5, 2023 AT 2:00 P.M. (EST)

Electronic submissions **shall be followed by sealed Quotations**, in triplicate and clearly marked “**RFQ 2023-09-18**” and shall be submitted to:

**Aileen Singh, CAO/Clerk
Township of Hornepayne
68 Front Street, P.O. Box 370
Hornepayne, ON P0M 1Z0**

Quotations will be opened in accordance with the Municipality’s Procurement By-Law.

Documents relating to this Request for Quotation, are available at the Hornepayne Municipal Office, 68 Front Street, Hornepayne, ON P0M 1Z0 or at: <https://www.townshipofhornepayne.ca/our-government/tenders-and-requests-for-proposals/>

Questions regarding this Quotation must be directed, in writing, to Duane Gaudreau, Public Works Manager, at pwmanager@hornepayne.ca. Please include “**RFQ 2023-09-18 GARBAGE PICK-UP AND TRANSFER STATION OPERATION**” in the subject line of the email.

The lowest or any Quotation will not necessarily be accepted. The Township reserves the right to reject any or all Quotations, to waive irregularities and informalities therein, and to award the Contract in the best interest of the Township in its sole and unfettered discretion. The accepted Quotation must be approved by Council.

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SECTION 2 GENERAL INFORMATION AND INSTRUCTIONS

2.1 INTERPRETATION

In this Request for Quotation, unless expressly provided otherwise, the following definitions shall apply:

“Addendum” and **“Addenda”** means a written addendum or addenda issued with respect to this RFQ;

“Certificate of Approval” or **“CofA”** means the governing document for the Landfill Transfer Station issued by the Ministry of the Environment, Conservation and Parks;

“Closing or Closing Date” means the deadline by which to submit Quotations for this RFQ as set out in the RFQ, as may be amended by Addendum or other written notice of the Township;

“Contract” means the Contract arising upon the acceptance of a Quotation and award of the Contract by the Township in accordance with the RFQ, irrespective of when notice of acceptance of a Quotation is received by a Successful Proponent;

“Evaluation Team” means a team consisting of members of Township staff and, where considered appropriate by the Township in the exercise of absolute discretion, Independent Consultants, who will perform the evaluation of each of the Quotations and make such reports and recommendations to the award of this RFQ as they consider appropriate;

“Independent Consultant” means any consultant, other than the Successful Proponent, retained by the Township to advise or perform services on the behalf of the Township with respect to the Work;

“Law” means all statutes, laws, by-laws, regulations, requirements, ordinances, notices, rulings, orders, directives, policies and controls of the municipal, provincial, and federal governments and any other lawful authority and all court orders, judgments, and declarations of a court of competent jurisdiction;

“Municipality” means the Township of Hornepayne and includes its designated employees, officials, and agents;

“Proponent” means any person submitting a Quotation in response to this RFQ;

“Quotation” means a Quotation made by a Proponent in response to this RFQ;

“Services” means a service of any description required in order to complete the Work, whether commercial, industrial, trade, or otherwise, and includes all professional, technical, and artistic services, and the transport, acquisition, supply, storage and otherwise dealing in Goods;

“**Settled Area**” means the location where the majority of residents – the general population – resides, the core of the community.

“**Sub-Contractor**” is a person or entity having a direct Contract with the Successful Proponent to perform a part or parts of the Services or to supply Goods or Services with respect to the Work, upon the prior approval of the Township;

“**Successful Proponent**” means the Proponent whose Quotation is selected and is awarded the Contract for this RFQ by the Township;

“**Township**” means the Township of Hornepayne and includes its designated employees, officials, and agents;

“**Total Contract Price**” means the fully inclusive, all-in total Contract price, constituting the sum of all costs quoted by a Proponent in its Quotation with respect to the Work, excluding Harmonized Sales Tax (HST) or other applicable sales taxes, imposed under the Laws of Ontario and the Laws of Canada applicable therein;

“**Work**” means everything to be done, supplied, or provided by the Successful Proponent under the Contract as applicable.

2.2 INTENT OF THE REQUEST FOR QUOTATIONS

The Township of Hornepayne is soliciting Quotations for curbside **compacted** garbage pick-up and operation/supervision of the Municipal Landfill Transfer Station, located at 11 Becker Road, in accordance with all municipal, provincial, and federal regulations. Please review Section 3 for detailed project scope.

2.3 QUALIFICATIONS

The lowest or any Quotation will not necessarily be accepted. The Township reserves the right to reject any or all Quotations, to waive irregularities and informalities therein, and to award the Contract in the best interest of the Township in its sole and unfettered discretion. An accepted Quotation must be approved by Council.

2.4 CLOSING DATE

The Request for Quotations will, amongst other methods, be posted on the Township of Hornepayne website at: <https://www.townshipofhornepayne.ca/our-government/tenders-and-requests-for-proposals/>

The Request for Quotations closes at 2:00 p.m., Local Time (E.S.T.), **Thursday, October 5, 2023**, and will be opened in accordance with the Municipality’s Procurement By-Law.

Three (3) copies of the Quotation, fully completed, sealed, and marked "**RFQ No. 2023-09-18**" must be delivered by mail, courier or otherwise, to the CAO/Clerk, no later than twenty-four (24) hours after the Closing Date.

PLEASE NOTE: MUNICIPAL OFFICE IS OPEN BY APPOINTMENT ONLY. Please call 807-868-2020, Ext. “0”, to book an appointment for drop-off.

2.5. SUBMISSION REQUIREMENTS

Time is of the essence with respect to the submission of a Quotation. It is the sole responsibility of each Proponent to ensure that its Proposal is received on or before the closing date and time stated in the Request for Proposals document.

Proposals shall be submitted by email to cao@hornepayne.ca.

All terms and conditions outlined in the Terms of Reference apply. The Township assumes no responsibility whatsoever for proper receipt of such email transmittals.

Email transmittals should include “**RFQ 2023-09-18 GARBAGE PICK-UP AND TRANSFER STATION OPERATION**” in the subject line of the email. The maximum file size for email attachments is 10MB.

2.6 THE TOWNSHIP OF HORNEPAYNE’S RIGHTS IN RESPECT OF THE RFQ

All Quotations provided, and all entries, shall be in ink or typewritten. Quotations which are incomplete, conditional, or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind, or in which any of the prices are obviously unbalanced, may be rejected as informal.

The Township reserves the right to;

- Disqualify Quotations not submitted in strict accordance with the terms and conditions of the Terms of Reference;
- To cancel the RFQ, at any time, without liability whatsoever to any Proponent;
- To reject any or all of the Quotations;
- To accept any or all of the Quotations;
- If only one Quotation is received, elect to accept or reject it;
- Not to accept the lowest fixed fee amount;
- Alter the schedule; RFQ process, procedures or objective of the project or any other aspect of the RFQ, as it may determine, in its sole and absolute discretion; or,
- Negotiate with one or more Proponents to reach a final agreement for the services.

This RFQ does not constitute an offer of any nature or kind whatsoever by the Township to the Proponent. The Township does not bind itself to accept any Quotations and may proceed as it determines, in its sole discretion, following receipt of the Quotations. The Township reserves the right to accept any Quotation in whole or in part or to discuss with any Proponent, different

or additional terms to those envisaged in this RFQ or in such Proponent's Quotation.

This RFQ and/or the Quotation in response to the RFQ will not constitute a binding Contract, but will only form the basis for the finalization of the terms upon which the Township and the chosen Proponent will enter into a Contract (the "Contract"), and does not mean that the Quotation is necessarily totally acceptable in the form submitted.

2.7 LIMITATIONS

The Township shall not be bound by any oral representation or communication whatsoever, including but not limited to any instruction, amendment or clarification of these Instructions to Proponents or any of the Contract Documents, or any information, advice, inference or suggestion, from any person (including but not limited to an elected official, employee, agent, Independent Consultant or representative of the Township) concerning a Proponent's submissions, the RFQ, the Contract Documents, the proposed Contract or any other matter concerning the RFQ or Work.

In addition, the Township shall not be bound by any written representation whatsoever concerning a Proponent's submissions, the RFQ, the Contract Documents, or any other matter concerning the RFQ or Work, unless executed by the person designated and authorized in accordance with the Contract Documents or in accordance with a direction or authorization of Municipal Council.

2.8 NEGOTIATIONS

The Township may award the Contract on the basis of initial offers received, without discussion. Therefore, each initial offer shall contain the Proponent's best terms/information, including all required documentation as listed.

The Township reserves the right to enter into negotiations with the selected Proponent. If the Township and the selected Proponent cannot negotiate a successful Contract, the Township may terminate the negotiations and begin negotiations with the next selected Proponent. This process will continue until a Contract has been executed or all Proponents have been rejected. No Proponent shall have any rights against the Township arising from negotiations.

2.9 ERRORS AND OMISSION

It is understood and acknowledged that while the RFQ includes specific requirements, a complete review is required. Minor items not herein specified but obviously required shall be provided as if specified. The Proponents shall satisfy themselves fully as to the extent of the work required and shall provide all services required to complete the intent of the project. Any misinterpretation of requirements within this RFQ shall not relieve the bidder of the responsibility of providing the services.

The Proponent shall examine the Terms of Reference Documents as soon as possible. Any errors, omissions or conflicts discovered shall be reported to the Public Works Manager immediately.

Verbal instruction and/or communications will not be accepted.

2.10 CONFLICT RESOLUTION

In the event of conflict between any of the provisions of the Contract Documents, the provision most favourable to the Township, in the Township's determination, shall prevail and apply.

2.11 LIST OF ADDENDA

During the Request for Quotations period, Proponents may be advised by Addenda of required additions to, deletions from, or alterations in the Terms of Reference Documents. All such changes shall become an integral part of the Terms of Reference Documents and shall be allowed for in arriving at the Total Contract Price.

It is the sole responsibility of all Proponents to check the municipal website and ensure that it has received any and all Addenda issued by the Township. **All Addenda received during the request for Quotations period shall be acknowledged in the Form of Quotation.**

2.12 QUOTATION WITHDRAWAL AND AWARD

Quotations received by the CAO/Clerk prior to Closing may be withdrawn upon written application only. The last Quotation received shall invalidate all previous Quotations received from the same Proponent. Withdrawal of Quotations shall be by letter bearing an official company or corporation signature and seal only.

No Contract will be awarded until after the Quotation has been approved by Council.

Council reserves the right to:

- i) reject any recommendation;
- ii) reject any or all Quotations;
- iii) accept any Quotation deemed to be in the best interest of the Township; or,
- iv) disqualify Quotations not submitted in strict accordance with requirements of the Terms of Reference documents.

Exception may be made to any Contract, which is funded by a Ministry of the Province of Ontario on behalf of the Corporation. However, any final decision for awarding of a Contract is subject to the concurrence of Council.

Proponents are informed that it is a condition of the Terms of Reference Documents that each Quotation shall remain in force from the Closing Date of the Request for Quotation until sixty (60) calendar days thereafter unless the Proponent has been formally rejected.

Once the Contract has been awarded, only the Total Contract Price of the Quotations will be disclosed.

Official Notification will only be given to the Successful Proponent; however, anyone can obtain the Total Contract Price for all Proponents upon request. In addition, the Total Contract Price for all Proponents will be outlined in a Council Resolution.

A Quotation shall be irrevocable for a period of sixty (60) calendar days following the Closing date of the RFQ.

2.13 CONTRACT PREPARATION

The Township has prepared a draft Contract outlining expectations of the Successful Proponent. Proponents are encouraged to visit [our Website](#) to review this document prior to submitting a Quotation.

The Successful Proponent shall be responsible to the Township for any costs, expenses, losses, damages, and liabilities that the Township may incur as a result of the Successful Proponent's failure or refusal to execute or perform the Contract as required.

2.14 PROPONENT'S COST

All costs and expenses incurred by a Proponent related to the preparation or presentation of its Quotations shall be borne by the Proponent. The Township is not liable to pay such costs and expenses or to reimburse, or to compensate, a Proponent under any circumstances.

2.15 DELAYS

The Township shall not be responsible for any delays or costs to the Proponents associated with any reviews or the approval process.

2.16 TAX MANAGEMENT (HST)

As it is the responsibility of the Proponent to determine levy and collection of the Harmonized Sales Tax (HST), or any other Value Added Taxes, amounts bid shall show, separately, the HST or Value Added Taxes amount, or alternatively cite the basis of exemption in lieu thereof.

2.17 BILLING SUMMARIES/PAYMENT

Payment for services will be made by the Township to the Successful Proponent bi-weekly.

2.18 OWNERSHIP OF DOCUMENTS, USE OF DESIGNS, ETC.

All maps, drawings, plans, specifications, and other documents:

- Provided by the Township to a Proponent shall remain the property of the Township and shall be returned by the Proponent to the Township upon demand by the Township; and/or,
- Prepared by the Proponent as part of its Quotation, or under Contract, shall become the property of the Township and may be disposed of by the Township as it considers fit.

2.19 MUNICIPAL FREEDOM OF INFORMATION PROTECTION OF PRIVACY ACT

The Township is governed by the Municipal Freedom of Information and Protection of Privacy Act; therefore, Proponents must accept that Quotation contents can be made public as a condition of the Request for Quotation process. As a result, Proponents are advised to identify, in their Quotation, any scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury.

Any information in the Proponents' submissions that is not specifically identified as confidential will be treated as public information. The Township will use its best efforts not to disclose any information so marked but shall not be liable in any manner to a Proponent or any other person where information is disclosed by virtue of the Privacy Commissioner, a court of competent jurisdiction or otherwise as required by Law. The Township further makes no representations or warranties that the identification of a document as confidential will prevent its release under the provisions of MFIPPA or otherwise under Law. Complete Quotations are not to be identified as Confidential.

NOTE: Materials supplied in response to the RFQ become a record of the Township and are subject to the Municipal Freedom of Information and Protection of Privacy Act. The Township takes the position that such materials are not supplied in confidence and form part of the records made generally available upon request to the public. If you have any questions with regard to this policy, please contact the CAO/Clerk.

2.20 CONFLICT OF INTEREST STATEMENT

In their Quotations, Proponents shall disclose to the Township any potential Conflict of Interest that might compromise the performance of the work. If such a Conflict of Interest does exist, the Township may, at its discretion, refuse to consider the Quotation.

Prior to the award of the Contract, no Proponent shall contact any elected official of the Township or member of the Municipal staff or independent Consultant retained by the Township with respect to its Quotation, the RFQ or the proposed Contract.

Except with the prior express written consent of the Township, no Proponent shall act on behalf of the Township with respect to any matter, issue or in connection with any property in which the Proponent or any director, officer, employee, or Sub-contractor of the Proponent has a direct or indirect pecuniary interest, including any contingent interest.

Proponents are cautioned that the acceptance of their Quotation may preclude them from participating as a Proponent in subsequent projects where a Conflict of Interest may arise. The Proponent for this project may participate in subsequent/other Township projects provided the Proponent has satisfied pre-qualification requirements of the Township, if any, and in the opinion of the Township, no Conflict of Interest would adversely affect the performance and successful completion of a Contract by the Proponent.

2.21 NON-COLLUSION

A Proponent shall not discuss or communicate, directly or indirectly, with any other Proponent or their agent or representative about the preparation of the Quotations. Each Proponent shall attest that its participation in the RFQ process is conducted without any collusion or fraud. If the Township discovers there has been a breach of this requirement at any time, the Township

reserves the right to disqualify the Quotation or terminate any ensuing Contract.

2.22 PAGES NUMBERED

All pages of the Quotation document submitted must be numbered.

2.23 LOCATION OF HORNEPAYNE

The Township of Hornepayne, the geographical Centre of Ontario, is located in the District of Algoma on Highway 631, approximately 485 km NNE of Thunder Bay, 400 km north of Sault Ste. Marie and 400 km NNW of Timmins in the centre of the Boreal Forest. Hornepayne is in the Eastern Time Zone.

2.24 INSURANCE AND INDEMNIFICATION

The Successful Proponent shall take out, and keep in force throughout the duration of the Contract, a comprehensive policy of Comprehensive General Liability in the amount of not less than \$5,000,000.00 inclusive per occurrence, such policy to include personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers' liability, cross-liability and severability of interest clauses.

The Township of Hornepayne shall be named as an "Additional Insured" thereunder and a certified copy of the policy or certificate thereof shall be deposited upon signing of the Contract or as the Township may direct.

The Successful Proponent shall not commence work until such time that evidence of insurance has been filed with, and approved by, the CAO/Clerk. The Successful Proponent shall further ensure that evidence of the continuance of said insurance is filed at each policy renewal date for the duration of the Contract.

The Successful Proponent shall indemnify the Township, its Councillors, employees, and/or agents from all damage, damages, losses, costs, claims, demands, actions, suits, or proceedings which may arise, directly or indirectly, as a result of the negligent, or wrongful acts, or omissions, of the Successful Proponent (if any), its employees and/or agents in the performance, or purported performance, of any of its obligations under the Contract, whether or not such claims are initiated by third parties or arise between the parties.

2.25 WORKPLACE SAFETY & INSURANCE BOARD

WSIB Registration and coverage in accordance with the applicable regulatory requirements for the Successful Proponent and any worker that may be dispatched to undertake work on Township property, appropriate to the type and quantity of work proposed is to be provided.

The Successful Proponent shall furnish a valid WSIB Clearance Certificate from the Workplace Safety and Insurance Board prior to commencement of Contract. The Successful Proponent further agrees to maintain a good standing with the WSIB throughout the term of the Contract. The Successful Proponent may be required to produce a valid Certificate of Clearance from time to time during the Contract.

2.26 FAILURE TO PROVIDE

If the Successful Proponent, for any reason, defaults or fails to provide valid proof of insurance and/or WSIB, the Township reserves the right to accept any other Quotation, cancel this RFQ and issue a new RFQ, or carry out the work in any way as the Township may, at its sole discretion, deem best.

2.27 PROPONENTS TO INVESTIGATE

Proponents submitting Quotations shall satisfy themselves by personal examination of the site and, by such means, as they prefer, as to the actual conditions and requirements of the Work.

Proponents shall not rely solely on information provided by the Township but shall satisfy themselves as to the accuracy of the information and accept full responsibility for the works.

No allowance shall be subsequently given by the Township for, or by, reason of any error or omission on the part of any Proponent or Sub-contractor with respect to site inspection.

The Township shall not be liable for any costs associated with any site inspection.

It is the Proponent's responsibility to become familiar with and comply with the Township's Procurement Policy - <https://www.townshipofhornepayne.ca/media/2jqoiافر/procurement-by-law-no-1636.pdf>.

2.28 CONTRACT FOR WORK

The Successful Proponent shall, no later than 10 Business Days after the Township has sent the Notice of Award to the Successful Proponent, or such later date as may be specified in the written notice given by the Township:

- (a) enter into and execute the formal Contract for Work;
- (b) submit to the Township, a certificate of insurance which,
 - references the Contract by name;
 - confirms that the requirements set out in the Contract have been met;
 - sets out any pertinent exclusions contained in the policy or policies; and,
 - is otherwise acceptable to Township;
- (c) provide the AODA statement specified in the Form of Quotation;
- (d) submit to the Township, a Workplace Safety and Insurance Board (WSIB) clearance certificate;
- (e) submit any other documents required by the Contract.

If the Successful Proponent fails, or refuses, to enter into the Contract or execute a Contract

for Work and to provide all security, insurance and other ancillary documents required under the RFQ and the Contract Documents, then the Township reserves the absolute right as it sees fit, in addition to all other rights and remedies that the Township has under the Request for Quotations, to take one or more of the following actions:

- terminate discussions with the Successful Proponent;
- select another Proponent as the Successful Proponent and enter into Contract discussions to finalize and execute the Contract for Work;
- revise and reissue the RFQ or cancel the RFQ; and/or,
- pursue any other rights or remedies available under the RFQ, or otherwise at law or in equity.

2.29 DISPUTE RESOLUTION

The two parties shall meet to discuss disputes and shall bring in a mediator at equal expense if required.

2.30 ACCOMMODATIONS FOR PROPONENTS WITH DISABILITIES

In accordance with the Ontario Human Rights Code, Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA), the Township of Hornepayne will accommodate for a disability, ensuring full and equitable participation throughout the bid process.

If a Proponent requires this Request for Quotations in a different format to accommodate a disability, the Proponent must contact the Township as soon as possible and, in any event, prior to the Closing Date. The Request for Quotations and any Addenda will only be issued in the alternative format to the requesting Proponent.

2.31 INQUIRIES

Questions regarding the Terms of Reference must be directed **in writing** to:

Duane Gaudreau
Public Works Manager
Township of Hornepayne
68 Front Street, P.O. Box 370
Hornepayne, ON P0M 1Z0
Email: pwmanager@hornepayne.ca

SECTION 3

PROJECT DESCRIPTION

3.1 INTRODUCTION

On December 9, 2020, the Township awarded the Garbage Pick-up and Landfill Transfer Station Operation Agreement contract to a local Contractor for a three (3) year term. This contract is set to expire as of December 31, 2023 and therefore a new contractor will need to be awarded.

This new Contract will run from January 1st, 2024 to December 31st, 2026.

3.2 BACKGROUND

The Municipal Landfill Transfer Station is owned by the Township of Hornepayne and serves as an interim location for solid waste until it is transferred to the Active Landfill Site by the Public Works Department. The Successful Proponent will perform curbside pick-up and manage the Transfer Station on behalf of the Municipality. The Transfer Station also serves as a drop-off location for metals, wood products, electronic recyclables, etc.

3.3 SCOPE OF WORK – “WORK”

i) GARBAGE COLLECTION

Weekly curb-side pick-up of waste from areas located in the Settled Area, excepting “Non-Collectible Waste” as outlined in Municipal By-Law No. 2000, or its successor, and the Contract document.

Collection vehicle/equipment, with curbside compacting ability, is mandatory.

ii) TRANSFER STATION OPERATIONS/MANAGEMENT

The Successful Proponent shall manage and maintain the Township’s Transfer Station including maintenance of the building and grounds, grass cutting, on-site supervision of burning, ensuring compliance with Certificate of Approval (CofA) No. A562102, all Provincial legislation, program guidelines and Municipal By-Laws.

The Transfer Station shall be open and available for public use during hours as may be designated by the Public Works Manager and which, in aggregate, shall approximate 5 hours per day, 5 days per week.

The Successful Proponent shall:

- a) be responsible for establishing a Public Complaints Procedure and responding to public complaints in respect of garbage collection and operation of the Transfer Station;
- b) be responsible for billing and collecting Residential and Commercial tipping fees in accordance with By-Law No. 2000, or its successor;

- c) maintain proper financial records reflecting revenues, expenses and receipts, a journal log of garbage collected and a record of volume of garbage received at the site;
- d) shall employ adequate and competent staff with proper and up-to-date training;
- e) shall ensure proper supervision of staff;
- f) ensure proper segregation and storage of materials as outlined in the CofA, with each area clearly delineated and labelled;
- g) shall ensure the site is locked and secured during non-operating hours; and,
- h) adhere to Ontario Regulation 347 and Ontario Regulation 232, or as amended, at all times.

iii) SITE INSPECTION

Daily site inspections are required and shall be recorded in a log book, as outlined in the CofA, and must be submitted on a monthly basis to the Public Works Manager.

iv) TRAINING

The Successful Proponent, and any staff, will be required to complete training, as directed by the Public Works Manager, before commencement of the Contract or any Work. Training will include, but not necessarily be limited to:

- a) relevant waste management legislation, regulations, and guidelines;
- b) environmental concerns related to operations at the Site;
- c) terms, conditions, and operating requirements of the CofA;
- d) use, operation, inspection, and maintenance of any equipment to be used;
- e) Occupational Health and Safety training related to operations at the Site;
- f) operations manual;
- g) record keeping procedures;
- h) site inspection procedures;
- i) emergency response procedures; and,
- j) complaints response procedure.

v) RECORD KEEPING

The Successful Proponent will be required to keep strict records including, but not limited to:

- a) volume of municipal waste transferred from the Site for final disposal;
- b) type, quantity, and destination of segregated materials transferred from the Site;
- c) types, quantities, and sources of appliances which contain refrigerants received;
- d) details on removal of refrigerants per Ontario Regulation 189/94, or as amended; and
- e) quantities and destinations of the appliances and/or refrigerants transferred from the Site.

vi) REPORTING

The Successful Proponent will be required to provide an Annual Report to the Township, by February 28 of each year, consisting of the following information:

- a) a summary of the waste transferred from the Site for final disposal;
- b) a summary of the types, quantities and destinations of segregated materials transferred from the Site;
- c) an estimate of the types and quantities of segregated materials remaining on Site at year end;
- d) a summary of complaints received, and actions taken in response to complaints;
- e) a list of employees who have received training/refresher training in accordance with Condition 30 of the CofA; and,
- f) a summary of operational upsets and/or emergency situations and actions taken.

vii) TRANSFER STATION OPERATIONS AT NEW LOCATION

The Contractor hereby acknowledges and agrees that the Township is currently undertaking a Long-Range Waste Management Plan, which may result in modifications to the Transfer Station operations, including but not limited to the closure and/or relocation of the transfer station. In the event of such modifications, the Township shall provide the Contractor with no less than six (6) months' written notice of any decision to alter the current structure. The Contractor shall be responsible for operating the Transfer Station at any new location, should

relocation occur prior to the expiration of the contract term, and shall ensure that the operations at the new location remain consistent with the existing Transfer Station operations.

3.4 QUOTATION SUBMISSION AND FORM OF QUOTATION

i) SUBMISSION

Proponents shall submit their Quotations to the Township of Hornepayne. Copies of all materials must be provided to the Township. The Quotations shall be evaluated on merit in accordance with the evaluation criteria listed below.

Every Quotation **shall**:

- be submitted on the Township's prescribed Form of Quotation in its entirety;
- be legible;
- be completed in English;
- identify one senior individual, by name, address, and telephone number, who will act as the Proponent's primary contact with the Township with regard to this RFQ and any subsequent Contract and has the authority to bind the Proponent.
- ensure that all words and phrases forming part of the Quotation are written out in full, avoiding abbreviations;
- include the cost to complete the required Work; and,
- state all prices in Canadian funds

The Quotation shall include, but need not be limited to, the following:

- **Cover Letter**

The Quotation must include a letter of transmittal attesting to its accuracy. The cover letter must provide the name, physical address, telephone, and e-mail addresses of the Proponent.

- **Relevant Project Qualifications/Experience/References**

- A brief introduction of the main team members, including strengths, relevant experience, knowledge, and function of each member; and
- A list of three (3) professional references. The Township of Hornepayne reserves the right to contact any/all of the references listed as part of the evaluation process.

- **Understanding of the Project**

Proponents must **clearly demonstrate their understanding** of the Project **via statement** in the Quotation package.

- **Team Organization**

Sub-Consultants and their roles must be clearly identified.

- **Other Information**

Any other relevant information that will assist in evaluation of the Quotation.

- **Fees**

To be provided on a bi-weekly basis, excluding HST

Quotations shall be submitted by e-mail at cao@hornepayne.ca.

Time is of the essence with respect to the submission of a Quotation. It is the **sole** responsibility of each Proponent to ensure that its Quotation is received on or before the closing date and time stated in the Request for Quotations document.

Proponents are advised that the timing of their Quotation submission is based on when the Quotation is **RECEIVED**, not when a Quotation is submitted by a Proponent, as Quotation transmission can be delayed in an “internet traffic jam” due to file transfer size, transmission speed, etc. Late Quotation submissions shall not be accepted.

Any questions can be directed, in writing, to Duane Gaudreau, Public Works Manager at pwmanager@hornepayne.ca. Please include “**RFQ 2023-09-18 GARBAGE PICK-UP AND TRANSFER STATION OPERATION**” in the subject line of the email.

ii) FEES

This section should provide a bi-weekly cost for Garbage Pick-up and Transfer Station Operation. **All taxes are to be excluded and listed separately.**

3.5 EVALUATION PROCEDURE

The following scoring matrix will be utilized by the evaluation team. The evaluation team will consist of staff from the Municipality’s Senior Management Team. Where considered appropriate by the Township, an independent Consultant may be retained to assist with the Quotations and make recommendations to the Township.

Following an initial evaluation, the Township may invite the top-ranked Proponents to present their concept to the Evaluation Team in a formal interview session.

EVALUATION CRITERIA

Overall Impression of Submission – completion, neatness, organization, professionalism	25%
Project Understanding – how clearly the Proponent outlines their understanding of the required tasks	25%
Cost – including the consideration of economies of scale, proper procurement procedures and potential cost savings to the Township	50%

The CAO/Clerk, or designate, may contact the Proponent for clarification of any portion of the Proponent’s Quotation.

The Township of Hornepayne reserves the right to cancel this RFQ at any time for any reason, prior to an official contract/agreement being signed.

3.6 OCCUPATIONAL HEALTH AND SAFETY PLAN

The proposed Occupational Health and Safety Plan shall outline the Proponent’s general approach to Occupational Health and Safety.

The Successful Proponent will be responsible for meeting all of the “employer” obligations under the Occupational Health and Safety Act (OHSA) and shall ensure that all work is carried out in accordance with the OHSA and all applicable regulations. This includes but is not limited to, the duties to provide a safe workplace; provide information and educate the workers on workplace hazards; appoint a competent supervisor; prepare and provide a health and safety policy; implement a comprehensive health and safety program to support the policy; and take every reasonable precaution to protect the health and safety of workers.

Each Proponent shall submit a statutory declaration with the Quotation: Appendix “A”.

3.7 CONTRACT

The Proponent shall enter into a Contract with the Corporation of the Township of Hornepayne. The Contract shall indicate that work to be undertaken shall be done to the satisfaction of the Municipality according to the Request for Quotation and for the amount agreed upon by the two parties. The Contract shall also indicate that no additional money shall be paid to the Proponent for any additional work for which prior authorization has not been given in writing. The Contract shall contain, as a minimum, the Request for Quotation and the Quotation accepted.

3.8 PAYMENT

Payment shall be made in accordance with the Contract, on a bi-weekly basis.

ATTACHMENTS:

- Draft Agreement
- Certificate of Approval A562102
- By-Law No. 2000 – Landfill

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Garbage Pick-up and Transfer Station Operation

Township of Hornepayne

- By-Law No. 2019 – Comprehensive User Fees and Service Charges (Schedule “F” Solid Waste Tipping Fees)

**APPENDIX “A”
FORM OF QUOTATION**

The Proponent hereby acknowledges and agrees:

1. The undersigned Proponent, having carefully examined the RFQ Documents, hereby proposes and offers:

- to render all services and provide all things necessary to perform same;
- to furnish all labour, service, goods and materials, equipment, and all incidentals;
- to pay all HST and any other applicable Value Added Taxes and all other changes as specified; and,
- to fully, properly, diligently and in good faith, undertake, perform, and complete all of the Proponent’s (and upon any award of the Contract, those of the Successful Proponent’s) duties, obligations, and responsibilities under the Contract Documents.

Receipt of the RFQ Documents from the Township of Hornepayne is hereby acknowledged.

The Total Contract Price is submitted below. The Total Contract Price is in Canadian dollars and excludes Harmonized Sales Tax; however, the HST is listed separately for the account of the Township. It is understood that HST is in addition to the Total Contract Price.

2. Addenda

I/We have made any necessary inquiries with respect to Addenda issued by the Township and have ensured that we have received, examined, and provided for all Addenda to the Request for Quotation in the Quotation.

3. Commencement and Completion

If awarded the Contract, I/We, the Proponent, agree to commence and complete work as per the Contract documents. I/We undertake that:

- I/We will provide all necessary documents required as set forth prior to the commencement of this project; and,
- I/We will be ready and able to commence the Contract within the timeframe outlined in the RFQ.

4. Contract

It is understood and agreed to by Me/Us that a binding Contract shall come into being upon acceptance of this Quotation by the Township. The subsequent execution of any Contract for works, if any, is a formality and not a condition precedent to the existence of a binding Contract. The Contract Documents for the RFQ shall constitute the Contract, including and Addenda issued, subject to such modifications as may be agreed to in writing between the parties.

5. Acknowledgment of Transfer Station Operations

The undersigned Proponent hereby acknowledges and agrees to accept the potential modifications to the Transfer Station operations as set forth in Section 3.3 (vii) of the RFQ document.

6. Execution

If this Quotation is accepted by the Township and the Township proceeds with internal approvals for the award of the Contract, then I/We shall provide required proof of insurance, WSIB clearance certificate as required by the Contract Documents, my/our health and safety manual and any other document identified in the award letter as being required by the Township prior to commencement, and to execute the Contract for Works if applicable, in quadruplicate, all within 10 Business Days after the Township has issued its award letter or within such longer time period as the Township may specify.

7. Time Open for Acceptance

This offer is irrevocable and is to continue open to acceptance by the Township for the time period specified in the Request for Quotations after the date and time set for Closing (submission) of Quotations. The Township may, at any time within the Open for Acceptance Period, accept this Quotation whether or not any other Quotation has been previously been accepted, upon notice of acceptance in writing to Me/Us personally delivered or mailed to Me/Us by ordinary prepaid mail to the address provided in this Quotation submission and any notice so mailed shall be deemed to have been received on the date of mailing thereof and any notice so delivered shall be deemed to have been received on the date the notice is so delivered.

8. Occupational Health and Safety

I/We understand and agree that the Work must be conducted in a safe manner. Accordingly, I/We confirm that I/We and all Sub-Consultants used on the Work for the Township of Hornepayne will comply with the CofA, all applicable laws, regulations and by-laws of Canada, the Province of Ontario, and the Township of Hornepayne, including but not limited to the Occupational Health and Safety Act, and all applicable regulations thereunder. Further, without limiting any of the foregoing, I/We confirm that I/We have both a written Occupational Health and Safety Policy and Program to implement, and that all of our employees, Sub-Consultants and any other persons performing the Work are, or will be, appropriately trained, licensed, and certified, as required to perform the Work.

9. No Collusion / Conflict of Interest

I/We hereby declare that no person, firm, or corporation other than Me/Us has any interest in this Quotation or in the proposed Contract(s) for which this Quotation is made. I/We further declare that this Quotation is made without any connection to, comparison of figures, arrangements with or knowledge of any other corporation, firm or persons making a Quotation for the same work and is in all respects fair and without fraud or collusion.

I/We declare that no member of the Township of Hornepayne, and no Officer, employee or agent of the Township of Hornepayne has, or will have, an interest, indirectly or directly, as a contracting party, partner, shareholder, surety or otherwise in the performance of

the Contract(s), or in the supply, work or business to which they relate or in any portion of the profits thereof, or in any of the monies to be derived there from.

10. Interpretation

I/We confirm that I/We have received no oral communication, representation, information, instruction, or advice (collectively referred to as “representation”) from any Officer,

employee, agent, or any other person acting on the behalf of, or at the direction of, the Township which in any way amends or modifies the content of this Request for Quotations, and Addenda thereto, or any performance of Services, works, obligations or responsibilities or the exercise of any rights thereunder or with respect thereto.

I/We specifically release and waive any right and claim I/We may have to a claim for negligence, misrepresentation, misstatement or otherwise for any oral communication or representation whatsoever. I/We represent that I/We have not been induced by any oral communications or representation whatsoever to submit this offer and acknowledge that the Township is relying on the representations and waiver made by us herein. I/We further acknowledge that I/We have carefully reviewed, understand, and agree to the communication provisions of the Instructions to Proponents.

I/We acknowledge and agree that I/We have not assumed that any information concerning our operations, business or personnel or any other information required to be provided by Me/Us when submitting our Quotation is known to the Township, regardless of whether such information may be actually previously known to the Township or not. Further, I/We acknowledge and agree that all information to be provided by Me/Us is to be complete and full and in such detail as required.

11. Accessibility for Ontarians with Disabilities Act, 2005

I/We confirm that I/We and all Sub-contractors used on the Work for the Township of Hornepayne will comply with all applicable accessibility laws, regulations and by-laws of Canada, the Province of Ontario and the Township of Hornepayne, including but not limited to the Ontarians with Disabilities Act, 2001 (ODA), the Accessibility for Ontarians with Disabilities Act, 2005 (AODA), Ontario Regulation 429/07 (Accessibility Standards for Customer Service) and Ontario Regulation 191/1 (Integrated Accessibility Standards), throughout the term of the Contract.

12. Compliance with the Township of Hornepayne By-Laws

I/We declare that I/We are in compliance with all municipal by-laws as they pertain to the Township of Hornepayne in respect of the operation of My/Our business and in respect of the Work described in the Request for Quotations. I/We understand and agree that if this statement is untrue or incorrect, the Township of Hornepayne shall be entitled at its sole discretion to reject this Quotation, or if such untruth or incorrectness comes to light after this Quotation is accepted, to terminate or refuse to enter into it, as applicable, any Contract and to pursue any other legal recourse the Township deems appropriate, and that such untruth or incorrectness shall be a default under the Contract.

13. Submission

- I/WE agree to be bound by the terms and conditions and have authority to submit this Quotation on behalf of the Proponent.

Except with the prior express written consent of the Township, **prior to submitting this Quotation**, vendors are required to notify the Township in writing, of any potential Conflict of Interest that may arise prior to the award of any contract and

fully disclose any details thereof. Failure on the part of a vendor to declare a Conflict of Interest to the Township and to obtain the Township's prior express written consent to waive the conflict of interest shall result in the vendor being ineligible to submit and shall for a basis for rejection of a Quotation submitted to the Township.

Do you have a potential Conflict of Interest?

- Yes
- No

The Proponent acknowledges and agrees that the addendum/addenda listed below form part of the Quotation Document (please list Addenda):

**APPENDIX “B”
STATUTORY DECLARATION**

In submitting this Quotation, I/We, on behalf of _____
Legal Name of Company

certify the following:

- (a) I/We have a Health and Safety Policy and will maintain a program to implement such policy as required by clause 25(2) (j) the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, as amended, (the “OHS”).
- (b) With respect to the services being offered in this Quotation, I/We and our proposed sub-contractors, acknowledge the responsibility to, and shall:
 - (i) fulfill all of the “employer” obligations under the OHS and ensure that all work is carried out in accordance with the OHS and its regulations.
 - (ii) ensure that adequate and competent supervision is provided as per the OHS to protect the health and safety of workers; and
 - (iii) provide information and instruction to all employees to ensure they are informed of the hazards inherent in the work and understand the procedures for minimizing the risk of injury or illness.
- (c) I/We agree to take every precaution reasonable in the circumstances for the protection of worker health and safety, as required under the OHS.

Dated at _____ this _____ day of _____ 20 .

(Authorized signing agent for the Proponent)

(Printed Name)

(Title)

(Email)

(Phone Number)