



THE MUNICIPALITY OF CENTRAL MANITOULIN

REQUEST FOR PROPOSALS 13-2024

FOR: Environmental Engineering Services – Annual Monitoring Program – Landfill Sites

Sealed BIDS clearly marked as to contents will be received until:

DEADLINE: THURSDAY SEPTEMBER 19, 2024 AT 2:00 PM EDT

PATRICIA MADER, DEPUTY CLERK & PROJECT MANAGER
THE MUNICIPALITY OF CENTRAL MANITOULIN
6020 HWY 542, P.O. BOX 420
MINDEMOYA, ON P0P 1S0

LATE TENDERS WILL NOT BE ACCEPTED
ELECTRONICALLY TRANSMITTED SUBMISSIONS (E-MAIL ONLY) WILL BE ACCEPTED.

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DEFINITIONS & INTERPRETATIONS

The following definitions apply to the interpretation of the Bid Documents:

1. **“Addenda or Addendum”** means such further additions, deletions, modifications, or other changes to any Bid Documents.
2. **“Bid Documents”** means collectively all the documents comprising the Call for Bids, namely Part I to IV and appendices, inclusive.
3. **“Bid or Bid Form”** means the Bid in the form prescribed by these Bid Documents and completed and submitted by a Proponent(s) in response to and in compliance with the Call for Bids and the Bid Documents and for the purpose of entering into the Project with the Owner in the event of award.
4. **“Contract Administrator”** means the person, partnership, or Corporation designated by the Owner to be the Owner’s representative for the purposes of this contract.
5. **“Call for Proposals”** means the Call for Proposals on the terms and conditions set forth in the Bid Documents.
6. **“Closing Time”** means the time specified in Part I Sections 3.0 and 4.0, by which all Proposal submissions shall be received by the Owner.
7. **“Contract”** means the agreement in writing governing the Supply and Services, which has been executed by the Owner and successful Proponent following acceptance by the Owner of the successful Proposal submission. It shall be based upon this proposal, with any agreed upon amendments.
8. **“Council”** means the elected Council for the Municipality of Central Manitoulin.
9. **“Evaluation Team”** means a team consisting of members of Municipal staff and, where considered appropriate by the Municipality in the exercise of an absolute discretion, Independent Consultants, who will perform the evaluation of each of the Proposals and make such reports and recommendations to the award of this RFP as they consider appropriate.
10. **“Mandatory Requirements”** means those requirements described in Parts I through IV, and appendices, inclusive, which shall be fully satisfied in order for any Tender to be considered by the Owner as a qualified Bid.
11. **“Owner, Municipality and Corporation”** means the Municipality of Central Manitoulin, as the case may be, and as identified in the Call for Proposals, and Proposal Documents and for the purpose of the award and execution and performance of the Project shall mean the entity awarding the Project.

12. **“Sub-Contractor”** means a legal entity approved by the Owner undertaking the execution of a part of the Work pursuant to an agreement with the Proponent and includes both “brokers” and “subcontractors”.
13. **“Proponent(s), Bidder(s), and Contractor(s)”** means the successful Proponent to whom the Project is awarded and undertaking the execution of the Project.
14. **“Successful Bidder (s)/ Proponent(s)/ Contractor(s)”** means the Proponent/Contractor/Bidder whose RFP submission is/are accepted and who has/have agreed to supply the Goods and/or Services as outlined herein.
15. **“Supply”** means to supply the necessary tools, material, equipment, and product to satisfy the Tender requirements.
16. **“Total Contract Price”** means the fully inclusive, all-in total Contract price, constituting the sum of all costs quoted by a Proponent in its Proposal with respect to the Work,
 - (i) including the purchase price for all materials, labour costs, service costs, costs for temporary structures and facilities, utility costs, warranty costs, life cycle costs, operating and disposal costs; but
 - (ii) excluding any options or alternatives requested in the Contract Documents that the Municipality elects not to purchase; and,
 - (iii) excluding Harmonized Sales Tax (HST) or other applicable sales taxes, imposed under the Laws of Ontario and the Laws of Canada applicable therein;
17. **“Work”** means Work/service performed to meet a demand to comply with the conditions of the Project, delivery dates, specifications, and technical assistance.
18. Where the words “must”, “shall”, “will” or “mandatory appear in this RFT, the clause is to be considered as a mandatory requirement. “May” used in this document denotes permissive.

PART I – GENERAL TERMS AND CONDITIONS

1.0 GENERAL PROJECT SCOPE

The Municipality of Central Manitoulin is requesting proposals from qualified firms to provide professional consulting services to fulfill the requirements of the Municipality’s Annual Monitoring Program at the Providence Bay Landfill site and the Mindemoya Landfill Site over the next five (5) years. A more detailed breakdown of the scope and expected projects phases and deliverables are included in the detailed ‘Part II – Detailed Project Scope’.

2.0 INQUIRIES

DEADLINE FOR QUESTIONS: THURS SEPTEMBER 12, 2024 @ 2:00 PM.

Any and all inquiries concerning this RFP must be submitted in writing to the following Municipal representative (the “**Contact Person**”):

Patricia Mader
Deputy Clerk/ Project Manager – Special Projects
pmader@centralmanitoulin.ca | 1-705-377-5726

Information that is offered by or obtained from sources other than the Contact Person, including any other representative of the Municipality, is not official, may be inaccurate, and may not be relied on in any way by any Bidder.

No verbal agreement or conversation made or had at any time with an officer, agent or employee of the Municipality shall affect or modify any terms of obligations stated herein or deemed to be any representation or warranty of the Municipality.

Bidders shall submit requests for clarifications, questions and inquiries to the Contact Person in writing before the deadline (the “**Deadline for Questions**”).

Responses will be posted on the Municipality of Central Manitoulin’s Website at the following address: www.centralmanitoulin.ca/business-development/bids-and-tenders/.

3.0 SCHEDULE OF EVENTS

RFP Issue Date	-----	Tuesday August 27, 2024
Deadline for Inquiries	-----	Thursday, September 12, 2024, 2:00 p.m.
RFP DEADLINE	-----	Thursday, September 19, 2024, 2:00 p.m.
Contract Commencement (target date)	-----	October 1, 2024
First Sampling Event	-----	Late Fall 2024

4.0 DELIVERY OF PROPOSALS

Proposals will be received via Electronic Submission (email) to The Municipality of Central Manitoulin until **2:00pm, local time on Thursday September 19, 2024**. The submission deadline is the time that the submission is received and not sent by the sender. Confirmation of receipt can be requested by calling the Municipal Office at 705-377-5726.

Proposals shall be emailed to pmader@centralmanitoulin.ca

There will be no public opening. In place of a public opening, bidders will be provided with a summary of bids once Council has received the bid summary report from the Evaluation Committee.

6.0 ANTICIPATED CONTRACT SCHEDULE

The anticipated date for award of the contract to the successful bidder is Oct 1, 2024, with services to begin as soon as possible, following contract award and to proceed according to the agreed upon schedule based on the proposal submission. A sampling event in 2024 is required and typically occurs in late-fall.

7.0 ERRORS, OMISSIONS AND DISCREPANCIES

No oral interpretation shall be effective to modify any provisions of these RFP Documents. Any modification or clarification shall be written Addendum only issued by the Municipal Coordinator. The Addenda shall form part of the procurement documents. Addenda will be posted on the Municipal website at: <https://www.centralmanitoulin.ca/business-development/bids-and-tenders/>

The Municipality of Central Manitoulin has used considerable effort to ensure that the information presented herein reflects, with reasonable accuracy, the nature of the goods and/or services requested and its factual components. The information is supplied as a guideline for Bidders and may not be completely accurate, comprehensive, or exhaustive. The Municipality does not make any representation, warranty, or guarantee as to the accuracy of the information contained herein. It is the Bidder's responsibility to avail itself of all necessary information to prepare a response to this RFP. Nothing in the RFP is intended to relieve Bidders from forming their own opinions and conclusions with respect to the matters addressed in the RFP. There will be no consideration of any claim, after submission of Proposals, that there is a misunderstanding with respect to the conditions imposed by the RFP or the Contract.

8.0 LIMITATION OF DAMAGES AND PROPONENT'S EXPENSES

The Bidder waives any claim, action or demand, however arising, whether in contract (including fundamental breach or breach of a fundamental term), tort (including negligence) or otherwise, or loss of profits, overhead expenses, liabilities, costs, expenses or other losses or damages

incurred, sustained or suffered by themselves or any third party in connection with the acceptance or non-acceptance by the Municipality of any Proposal, any delay in the acceptance of a Proposal, or any other matters connected to the procurement or a subsequent negotiation process. Proponents are solely responsible for their own expenses in preparing a Proposal and for expenses incurred for subsequent negotiations with the Municipality, if any.

9.0 CONFIDENTIALITY AND FREEDOM OF INFORMATION

All Bids submitted to the Owner become the property of the Owner and as such, are subject to the “Municipal Freedom of Information and Protection of Privacy Act.”

In addition, certain contractual information must be disclosed to Council, and accordingly may become part of the public record.

A Proponent receiving this RFP may not use, disclose, or duplicate it for any purpose other than to prepare a response. The Proponent shall keep the Municipality of Central Manitoulin data confidential and shall not disclose its content to any other party, other than to those internal employees or agents responsible for preparing a submission, without the prior written approval of the Municipality of Central Manitoulin.

Receipt of this RFP does not entitle the Proponent to associate its services with the Municipality of Central Manitoulin in any way, nor represents in any way that the Municipality of Central Manitoulin has employed or endorsed the Proponent’s services. Any such association or endorsement being contemplated by the Proponent must receive the prior written approval of the Municipality of Central Manitoulin.

The submission of a proposal indicates acceptance by the respondent of all the conditions contained in this Request for Proposals unless clearly and specifically noted in the tender submitted and confirmed in the formal contract between the Municipality of Central Manitoulin and the Proponent. Deviations from the Request for Proposal must be clearly identified in the written submission. Proposals are subject to a formal contract being negotiated, prepared, and executed. The Municipality of Central Manitoulin reserves the right to negotiate the terms and conditions of the contract.

All correspondence, documentation and information provided to staff of the Municipality of Central Manitoulin by any proponent in connection with, or arising out of this RFP, and the submission of any Tender will become the property of the Municipality of Central Manitoulin and as such is subject to the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), and may be released, pursuant to the Act. The Proponent’s name at a minimum shall be made public upon request.

In-line with MFIPPA, Proponents are advised to identify in their proposal material, 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. All correspondence, documentation and information provided to the Evaluation Team may be reproduced for the purposes of evaluating the Proponents' submissions to this RFP.

10.0 CONFLICT OF INTEREST, BRIBERY OR FRAUD

Should any prospective Proponent or any of their agents give or offer any gratuity or to attempt to bribe any employee of The Owner, or to commit fraud, the Owner shall be at liberty to cancel the prospective Proponent's submission and to rely upon the Tender Surety submitted for compensation if applicable.

Except as identified in the RFP or as specified in the Contract, the Proponent must certify in its Proposal:

- That no person either natural or body corporate, other than the Proponent, has or will have any interest or share in this tender or in the proposed contract, and
- There is no collusion or arrangement between the Proponent and any other Proponent(s) in connection with this project, and
- The Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the tender.

Neither the Proponent, relative, close friend or any employee of the Proponent should have any direct or indirect interest in an entity that provides goods or services to the Project. Proponents participating in this RFP process shall disclose prior to entering into an agreement any potential conflict of interest. If such conflict does exist, the Municipality of Central Manitoulin may at its discretion withhold the award of a contract from the Proponent until the matter is resolved.

Neither, the Proponent, relative, close friend or any employee of the Proponent should offer or receive any entertainment, gifts, gratuities, incentives, inducement, payment, discounts, commissions, fees or special services (gifts/donations), or remuneration of any kind regardless of value, to or from any employee of the Municipality of Central Manitoulin, or to any consultant or contractor employed by the Municipality of Central Manitoulin, or to any real estate representative acting on behalf of the Municipality of Central Manitoulin. All Proponents shall report to the Municipality of Central Manitoulin any such attempts.

The Proponent chosen to provide service to the project shall continue to be bound by the foregoing prohibitions after the execution of a Contract agreement.

11.0 PRICES AND TAX

Unless otherwise stipulated, all prices bid, including any Unit Prices, must be stated in Canadian funds. Except as otherwise provided the price(s) bid shall include all duty, delivery, customs clearance, labour, materials, disbursements, and all other charges now or hereafter imposed or

in force. Harmonized Sales Tax (HST), where applicable, shall be listed separately from the price(s) quoted.

12.0 WORKING LANGUAGE

The working language of the Municipality of Central Manitoulin is English and all responses to this Request for Tender must be English.

13.0 RIGHT TO ACCEPT OR REJECT TENDER

The Municipality reserves the right to reject any or all proposals or to accept any proposal should it be deemed in the best interest of the Corporation to do so.

14.0 EVALUATION AND SELECTION

The Evaluation Team will review and evaluate all submissions to ensure they comply with the terms and conditions of the RFP Documents. Submissions that do not meet all the necessary criteria may be rejected without further consideration.

Consideration for award shall only be undertaken in relation to Proponents who are determined by the Municipality to have satisfied all the requirements. The Evaluation Committee hereby reserves the right, privilege, entitlement, and absolute discretion, and for any reason whatsoever to:

- A. Accept a Proposal which is not the lowest price submission or reject a Proposal even if it is the only one received.
- B. Accept the Proposal deemed most favorable to address the scope of work.
- C. Accept or reject all Proposals, whether in whole or in part;
- D. Accept or reject any unbalanced, irregular, informal or incomplete Proposals; or
- E. Reject any Proponent who is involved in litigation with the Municipality of Central Manitoulin.

15.0 CONSIDERATION

The Evaluation Committee reserves the right to consider, during the evaluation of Proposals:

- A. The Proponent acknowledges that the Owner may rely upon the criteria, which the Owner deems relevant; even though such criteria may not have been disclosed to the Proponent. By submitting a Proposal, the Proponent acknowledges the Owner's rights under this Section and absolutely waives any right, or cause of action against the Owner, by reason of the Owner's failure to accept the Proposal submitted by the Proponent, whether such right or cause of action arises in Project, negligence, or otherwise.
- B. The Municipality reserves the right to negotiate minor changes, amendments or modifications to the Successful Bidder's submission with any Selected Bidder(s) without offering the other Bidders the opportunity to amend their submissions. If the Municipality and Selected Bidder(s) cannot negotiate a successful agreement, the Municipality may terminate the negotiations and begin negotiations with the next

Selected Bidder(s). This process can continue until an agreement has been executed or all of the Bidder(s) have been rejected. No Bidder shall have any rights against the Municipality arising from Negotiations.

16.0 REGULATION COMPLIANCE AND LEGISLATION

The Successful Proponent shall ensure all services and products provided in respect to this project are in accordance with and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation, including but not limited to:

- The Occupational Health and Safety Act and its regulations;
- The Workplace Safety & Insurance Act and its regulations;
- The Canadian Environmental Protection Act and its regulations;
- The Municipal Act and its regulations;
- Relevant Provincial regulations, Ministry of Environment, Conservation and Parks regulations, etc.
- The Accessibility for Ontarians with Disability Act, 2005.

Any Contract resulting from this Request for Proposals will be governed by and will be construed and interpreted in accordance with the laws of the Province of Ontario.

17.0 INDEMNIFICATION - MUNICIPALITY NOT EMPLOYER

The Company acknowledges that he/she is an independent Company and shall, defend, indemnify, protect and save harmless The Municipality of Central Manitoulin, its officers, members of municipal council, its agents and employees from any and against all damages, liabilities, expenses, fines, loss, costs (including legal costs), interest, actions, claims, demands, suits or other proceedings of any kind, by whomsoever made, directly or indirectly arising out of the Contract attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from any acts or omissions of the Company, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or third party premises as a result of activities of whatsoever nature arising out of the furnishing by the Company, its agents or employees of the materials and/or performing of the services covered by this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract and shall survive this Contract.

18.0 INSURANCE

The successful Proponent shall provide, maintain, and pay for the insurance coverage as detailed below. Proof of insurance shall be submitted to the Owner within ten (10) days of notice of award of the Contract and prior to the start of work, including proof of valid WSIB coverage.

The successful Proponent shall, at their expense obtain and keep in force during the term of the Contract insurance coverage, including:

- Commercial General Liability Insurance.
- Professional Liability Insurance.

- Automobile Liability Insurance.
- WSIB coverage.

Commercial General Liability Insurance

Coverage shall include but not limited to:

- Third party Bodily Injury, Personal Injury and Property Damage, to an inclusive limit of not less than \$5,000,000 per occurrence with an aggregate of not less than \$5,000,000.
- The Municipality shall be added as an additional insured with respect to the operations of the Named Insured. This insurance shall be non-contributing with and primary to the Municipality.
- The policy shall contain a provision for cross liability and a severability of interest clause.
- Non-owned Automobile Coverage for a limit of not less than \$5,000,000 including contractual non-owned coverage.
 - Products and completed operations coverage.
 - Contingent Employer's Liability.
 - Broad Form Property Damage.
 - Occurrence Property Damage
 - Broad Form Completed Operations.
 - The policy shall contain a provision for contractual liability – oral and written.
 - Owner's and Contractor's Protective.
- The policy shall provide the Municipality with 30 days' notice of cancellation, material change or nonrenewal.

Professional Liability Insurance

The Company shall take out and keep in force Professional Liability insurance in the amount of \$2,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit.

Automobile Liability Insurance

Automobile liability insurance in respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death, and damage to property with a limit of not less than \$5,000,000.00 inclusive for each and every loss. Any and all deductibles applicable to the above-noted insurance policies shall be the sole responsibility of the Company, and the Municipality shall bear no cost towards such deductibles.

Certificate of Insurance

The Company shall provide a Certificate of Insurance evidencing coverage as noted above at least 10 days prior to Contract commencement. Such policies shall not be cancelled, changed or lapsed unless the Insurer notifies the Municipality in writing at least thirty (30) days prior to the effective date of such cancellation, material change or lapse. The insurance policies will be in a form and with a company licensed to write business in the Province of Ontario and which are, in all

respects, acceptable to the Municipality. The Company remains responsible for maintaining the required insurance even if the certificates are never exchanged and/or requested.

19.0 NON-ASSIGNMENT

The Proponent may assign neither this Proposal nor any Work to be performed under this RFP or any part hereof without the prior written consent of the Owner. Such written consent, however, shall not under any circumstances relieve the Proponent of his/her liabilities and obligations under this RFP and shall be within the sole and unfettered discretion of the Owner.

20.0 FORM OF CONTRACT

The Successful Proponent shall enter a Contract with the Corporation of the Municipality of Central Manitoulin. The Contract shall indicate that Work to be undertaken shall be done to the satisfaction of the Municipality according to the Request for Proposal 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 via contemplated the approved change order.

21.0 PAYMENT & DISBURSMENTS

The Municipality of Central Manitoulin shall make payments to the Contractor in the following manner:

- The Consultant shall prepare and submit invoicing for work completed to the Municipality's Accounts Payable and the Project Manager for payment based on percentage complete for each phase of the project.
- The Consultant shall provide a financial report with each invoice which shall include a percent of completion/ budget remaining for each project phase.

22.0 FAILURE TO ENTER INTO AN AGREEMENT

In addition to all of the Municipality's other remedies, if a selected Bidder fails to execute the accepted agreement or satisfy any other applicable conditions within ten (10) days of notice of selection, the Municipality may, in their sole and absolute discretion and without incurring any liability, approve an extension (*should agreement changes be requested*), rescind the selection of that Bidder and proceed with the selection of another Bidder.

23.0 CANCELLATION

- A. In the event the successful Proponent does not comply with the specifications, terms and conditions, and scope of the Document, at any time throughout the duration of the Contract, the Contract shall be cancelled in accordance with the terms contained herein.
- B. The Owner upon non-performance of Contract terms may cancel the Contract; however, in doing so, the Owner does not waive its right to rely upon any obligations or commitments agreed to by the Proponent as part of their Proposal.

- C. If the Company commits any act of bankruptcy or if a receiver is appointed on account of its insolvency or in respect of any of its property or if the Company makes a general assignment for the benefit of its creditor, then, in any such case, the Municipality may, without notice, terminate the Contract.
- D. Where there is a question of non-performance, payment in whole or in part may be withheld at the discretion of the Owner. This action shall not prevent the Owner from taking early payment discounts otherwise applicable.
- E. **Force majeure** is causes beyond a party's control, which are not avoidable by the exercise of reasonable foresight. Neither party shall be responsible for any delay or failure to perform its obligations under this agreement by reason of force majeure, including fire or other casualty, strike, order of a public authority, Act of God, or other cause beyond the reasonable control of such party, then such party shall be excused from such performance of the Contract for the duration of such cause. In the event such inability to perform shall continue longer than thirty (30) days, either party may terminate this agreement without further liability by giving written notice to the other party.

If the Municipality terminates the Contract, they are entitled to:

- Take possession of all of the work in progress and finish the work by whatever means the Municipality may deem appropriate under the circumstances.
- Withhold any further payments to the Company until its liability to the Municipality can be ascertained.
- Recover from the Company loss, damage and expense incurred by the Municipality by reason of the Company's default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the Company to the Municipality).

PART II – DETAILED SCOPE AND BACKGROUND INFORMATION

General Scope:

The Municipality of Central Manitoulin is requesting proposals from qualified firms to provide professional consulting services to fulfill the requirements of the Municipality's Annual Monitoring Program at the Providence Bay Landfill site and the Mindemoya Landfill Site over the next five (5) years. The 2023 Annual Monitoring Reports are available to view on the Municipal website under the heading "Landfill Monitoring Reports" at this link: www.centralmanitoulin.ca/our-government/plans-reports-and-studies

Background:

ABOUT MUNICIPALITY OF CENTRAL MANITOULIN:

The Municipality of Central Manitoulin is a rural municipality located in Northern Ontario on Manitoulin Island, in Lake Huron. The permanent population of the municipality is approximately 2100 people in 1630 households. The Municipality also provides services to a significant population of seasonal residents. The Municipality was created in 1998 with the amalgamation of the Townships of Campbell, Carnarvon, and Sandfield, and now exists as a single-tier municipality with a ward system. There are 5 distinct community identities within the Municipality based on geographic bounds of the historical hamlets and villages (Sandfield, Big Lake, Mindemoya, Spring Bay, and Providence Bay).

LANDFILL SITES BACKGROUND:

The Municipality inherited historic waste disposal sites from former townships and hamlets during the 1998 amalgamation process, and has been working since then to close and/or modernize the waste disposal sites listed below:

Providence Bay Landfill Site – landfill now inactive, transfer station operational. Annual Monitoring Program required. The Municipality of Central Manitoulin's last remaining active landfill site in Providence Bay will close to landfill activities June 1, 2023 as per the most recent Environmental Compliance Certificate submission to the Ministry of Environment, Conservation and Parks. The Site is approximately 4.2 hectares and is located at 4077 Government Road, 1.0km southeast of the Village of Providence Bay and 500 m east of the shoreline of Lake Huron, on the south side of Government Road.

Mindemoya Landfill site – inactive, closure in progress. Annual Monitoring Program required. The Site is located at 408 Elliot Road, northeast of Mindemoya, Ontario, east of the intersection of Hill Road and Elliot Road, as presented on Figure 1. The legal description of the Site is part Lot 27, Concession 2, Township of Carnarvon, Registered Plan No. 22, District of Manitoulin. The Site was formerly operated under Provisional Certificate of Approval (C of A) No. A550701, issued 18 March 1980, which was replaced on 10 January 2019 with an amended Environmental Compliance Approval (ECA), provided in Appendix A. The Site is reported to have been in use, as

a waste disposal site, prior to 1980 (Cambium Inc. (Cambium), 2013). Historically, the Site accepted domestic and commercial wastes; however, in the years nearing the Site closure in 2016, waste received at the Site consisted of only domestic waste originating from curbside pickup operations within the Municipality and the Site was not open for public drop-off. (Cambium, 2013). The Site stopped accepting waste in June 2016 and has been graded to the final waste contours, although no final cover has been applied.

Detailed Scope:

The Municipality requires a consultant to perform all field work, sampling, analysis and report writing and submission required to meet the annual monitoring program requirements of the Providence Bay and Mindemoya landfill sites per their respective Environmental Compliance Approval documents. The successful proponent will be responsible to submit the draft reports to the Municipality by December 31st of each reporting year to be reviewed by the Municipality prior submission to the MECP. Upon approval at the staff level, the successful proponent shall be responsible for submitting final reports to the Municipality and the Ministry. The draft reports shall be provided to the Municipality in a digital format. The Final report shall be provided to the Municipality in a digital format as well as one hard copy to be mailed.

In addition to annual sampling, the successful proponent shall be responsible for monitoring the condition of sampling wells and reporting on recommended repairs/maintenance to the Municipality and to provide quotes on these repairs. The successful proponent shall be responsible for completing/ managing the repairs upon receiving written approval of the annual recommendations/pricing from the Municipality.

Providence Bay Monitoring Plan – Excerpted from ECA AMENDED ENVIRONMENTAL COMPLIANCE APPROVAL NUMBER A550702: Issue Date: September 5, 2023:

LANDFILL MONITORING

Compliance Limits:

- The Site shall be operated in such a way as to ensure compliance with the following:
 - Reasonable Use Guideline B-7 for the protection of the groundwater at the Site; and
 - Provincial Water Quality Objectives included in the July 1994 publication entitled Water Management Policies, Guidelines, Provincial Water Quality Objectives, as amended from time to time or limits set by the Regional Director, for the protection of the surface water at and off the Site.

Groundwater:

- The Owner shall monitor groundwater in accordance with Section 4.0 of Item 9 in Schedule "A" and shown in Schedule "B".
- A certified Professional Geoscientist or Engineer possessing appropriate hydrogeologic training and experience shall execute or directly supervise the execution of the groundwater monitoring and reporting program.

Groundwater Wells and Monitors:

- The Owner shall ensure that all groundwater monitoring wells which form part of the monitoring program are properly capped, locked and protected from damage.
- Any groundwater monitoring wells included in the on-going monitoring program that are damaged shall be assessed, repaired, replaced or decommissioned by the Owner, as required.
 - The Owner shall repair or replace any monitoring well which is destroyed or in any way made to be inoperable for sampling such that no more than one regular sampling event is missed.
 - All monitoring wells which are no longer required as part of the groundwater monitoring program, and have been approved by the District Manager for abandonment, shall be decommissioned by the Owner, as required, in accordance with O.Reg. 903, that will prevent contamination through the abandoned well. A report on the decommissioning of the well shall be included in the Annual Report for the period during which the well was decommissioned.

Changes to the Monitoring Plan:

- The Owner may request to make changes to the monitoring program(s) to the District Manager in accordance with the recommendations of the annual report. The Owner shall make clear reference to the proposed changes in a separate letter that shall accompany the annual report.
- Within fourteen (14) days of receiving the written correspondence from the District Manager confirming that the District Manager is in agreement with the proposed changes to the environmental monitoring program, the Owner shall forward a letter identifying the proposed changes and a copy of the correspondences from the District Manager and all other correspondences and responses related to the changes to the monitoring program, to the Director requesting the Approval be amended to approve the proposed changes to the environmental monitoring plan prior to implementation.
- In the event any other changes to the environmental monitoring program are proposed outside of the recommendation of the annual report, the Owner shall follow current Ministry procedures for amending the Approval.

INSPECTIONS, RECORD KEEPING & REPORTING

Annual Report

A written report on the development, operation and monitoring of the Site, shall be completed annually (the “Annual Report”). The Annual Report shall be submitted to the District Manager, by March 31st of the year following the period being reported upon.

The Annual Report shall include but not be limited to the following information:

- the results and an interpretive analysis of the results of all leachate, groundwater monitoring, including an assessment of the need to amend the monitoring programs;

- until the year following active landfilling: site plans showing the existing contours of the Site; areas of landfilling operation during the reporting period; areas of excavation during the reporting period; the progress of final cover, vegetative cover, and any intermediate cover application; and facilities existing, added or removed during the reporting period;
- until the year following active landfilling: calculations of the volume of waste, daily and intermediate cover, and final cover deposited or placed at the Site during the reporting period and a calculation of the total volume of Site capacity used during the reporting period;
- a summary of type and quantity of all wastes received and transferred from the Site and the destination; a summary of any complaints received and the responses made;
- a discussion of any operational problems encountered at the Site and corrective action taken; any changes to the Waste Transfer Design and Operations Plans, and/or the Closure Plan that have been approved by the Director since the last Annual Report;
- a report on the status of all monitoring wells and a statement as to compliance with Ontario Regulation 903; and, any other information with respect to the Site which the Regional Director may require from time to time.

Schedule "B"

Location	Task	Frequency	Parameters
Groundwater OW1, OW2, OW3A, OW3B, OW4, OW5, OW6, OW7, OW8, OW9, OW10, OW11, OW12A, OW12B, OW13A, OW13B, OW14A, OW14B Three additional nested monitoring wells in CAZ One leachate well 2 QA/QC	<ul style="list-style-type: none"> • Groundwater Elevations • Sample Collection • Field measurements (pH, temperature, conductivity, dissolved oxygen (DO), and oxygen reduction potential (ORP)) 	Once annually (Autumn)	alkalinity, ammonia, arsenic, barium, boron, cadmium, calcium, chloride, chromium, conductivity, copper, iron, lead, magnesium, manganese, mercury, nitrite, nitrate, TKN, pH, total phosphorus, potassium, sodium, TDS, sulphate, zinc, COD, DOC, phenols benzene, 1,4-dichlorobenzene, dichloromethane, toluene, vinyl chloride
Leachate well	<ul style="list-style-type: none"> • Sample Collection 	Once annually (Autumn)	BOD, TSS
Irving Well, Paquet Well (If given permission)	<ul style="list-style-type: none"> • Sample Collection 	Once annually (Autumn)	alkalinity, ammonia, arsenic, barium, boron, cadmium, calcium, chloride, chromium, conductivity, copper, iron, lead, magnesium, manganese, mercury, nitrite, nitrate, TKN, pH, total phosphorus, potassium, sodium, TDS, sulphate, zinc, COD, DOC, phenols benzene, 1,4-dichlorobenzene, dichloromethane, toluene, vinyl chloride

Mindemoya Landfill Site Monitoring Plan – Excerpted from Environmental Compliance Approval A550701 amended January 10, 2019 and Closure Plan Revised November 12, 2018 developed by Cambium Inc.

LANDFILL MONITORING

The current annual environmental monitoring program for the Site includes collection and analysis of groundwater samples; there is no surface water monitoring completed at the site. As required by the MECP Procedure B-7, the groundwater data shall be evaluated using the Reasonable Use Concept (RUC). Drinking water wells withing a radial distance of 500meters from the site must be included in the groundwater monitoring program.

The groundwater monitoring program should include sampling of all eight (8) monitors installed on-site and any additional wells installed as part of the contaminant attenuation assessment.

Water samples collected from all monitored wells should be analyzed for the parameters as indicated in the table below as per Column 1 of Schedule 5 of the MECP Landfill Standard. One additional groundwater sample should be collected for quality assurance and quality control (QA/QC) purposes. Although sampling has been completed in the autumn historically, it is recommended that the monitoring program be completed in the spring and autumn. Historically, low water volume has been observed in some wells during the autumn sampling event, therefore sampling in Spring should result in a more suitable sample volumes.

Proposed Monitoring program – Table from page 13 of Closure Plan Mindemoya WDS November 12, 2018

Location	Task	Frequency	Analytical Parameters
MW-WS, MW-WD, MW-SD, MW-SS, MW-ES, MW-ED, MW-NS, MW-ND New Monitoring Wells Residential Wells 1 QA/QC duplicate	<ul style="list-style-type: none"> • Measure groundwater levels • Groundwater sample • Field measurements: temperature, pH, conductivity, ORP, dissolved oxygen 	Twice Annually (Spring, Autumn)	Alkalinity, Ammonia, Conductivity, TKN, pH, Total Phosphorus, TDS, COD, DOC, Phenol, Chloride, Nitrate, Nitrite, Sulphate, Calcium, Magnesium, Potassium, Sodium, Arsenic, Barium, Boron, Cadmium, Chromium, Copper, Iron, Lead, Manganese, Zinc, Mercury VOCs (1,4-Dichlorobenzene, Benzene, Dichloromethane, Toluene, Vinyl Chloride)

Table of wells excerpted from 2023 Annual Monitoring report prepared by WSP

Table 2: Groundwater Monitoring Well Construction Details

Well ID	Condition	Total Depth (mbtop) ¹	On-Site Position
MW-NS	Good	8.11	Downgradient shallow
MW-ND	Good	11.75	Downgradient deep
MW-ES	Good	6.45	Downgradient shallow
MW-ED	Good	10.05	Downgradient deep
MW-SS	Good	7.42	Downgradient shallow
MW-SD	Good	11.75	Downgradient deep
MW-WS	Poor	7.54	Downgradient shallow
MW-WD	Poor	11.94	Downgradient deep
MW19-01S	Good	7.91	Upgradient shallow
MW19-01D	Good	13.17	Upgradient deep
MW19-02S	Good	7.91	Downgradient shallow
MW19-02D	Good	13.26	Downgradient deep
MW19-03A	Good	6.44	Downgradient shallow
MW19-03B	Good	7.43	Downgradient moderate
MW19-03D	Good	13.18	Downgradient deep
MW19-04S	Good	7.80	Downgradient deep
MW19-04D	Good	13.07	Downgradient shallow

Notes:

1) mbtop indicates m below top of pipe.

Prior to collecting groundwater samples, groundwater levels should be measured to determine the groundwater elevation in each monitoring well. Water level measurements should be taken at all on-site monitoring wells during each monitoring event. Static water levels are measured in the borehole monitors using an electronic water level indicator. Field pH, conductivity, temperature, oxygen reduction potential (ORP), and dissolved oxygen measurements should be recorded at the time of sampling. Groundwater samples should be collected using dedicated sample tubing and an inertial-lift foot valve to facilitate purging and sampling of groundwater. Where required, samples should be field filtered (e.g. metals).

Once collected, the samples should be stored in coolers with freezer packs and maintained at less than 10 degrees Celsius and transported to a licensed water testing laboratory accredited by the Standards Council of Canada and with the Canadian Association for Environmental Analytical Laboratories.

As part of the post-closure monitoring program, monitoring wells shall be inspected for compliance with Ontario Regulation 902 (Wells). Recommendations for repair and maintenance shall be included in the Annual Monitoring Report.

INSPECTIONS, RECORD KEEPING & REPORTING

Annual Report

The draft Annual Monitoring report shall be submitted to the Municipality for review by December 31 of each year. The successful proponent shall then ensure the Final Report is submitted to the Ministry of Environment, Conservation, and Parks by March 31 of each year, per the Closure Plan. The annual report shall contain all content required by the MECP document entitled *Monitoring and Reporting, for Waste Disposal Sites, Groundwater and Surface Water, Technical Guidance Document* and shall be prepared by a Competent Environmental Practitioner that has expertise in hydrogeology and hydrology and is licensed as a Professional Engineer or Geoscientist. The following shall be included at a minimum:

- Drawings showing monitoring locations;
- Changes or improvements made to Site features;
- Analysis of the results of the sampling program;
- Assessment of future monitoring needs;
- Assessment under Reasonable Use Guidelines;
- Any recommended changes to the program;
- A summary and recommendations, if any, pertaining to the required Site inspections (e.g. final cover integrity, etc.) and,
- The annual report shall include a statement of compliance with its Environmental Compliance Approval.

The Closure Plan notes that during the first three (3) to five (5) years following Site capping and closure, an assessment should be completed to determine if additional lands are required for contamination attenuation. It also notes that in order to complete a sufficient assessment of the extent of the contaminate plume at the Site, additional wells may be required down-gradient of the existing monitoring network. The results of these assessments have been documented in the Annual Reports completed previously. The final capping has not yet been applied to the Site.

Recommendations from the 2023 AMR prepared by WSP

- The Municipality should continue with the current frequency of groundwater monitoring, so that variations for certain parameters could be documented and understood.
- Groundwater elevations at all existing monitoring wells should continue to be measured during the annual groundwater sampling round to further confirm groundwater flow directions.
- It is possible that the integrity of the hydraulic seals in nearfield monitoring well nests MW-S, MW-E, MW-N and MW-W may be compromised. It is recommended that an assessment through hydraulic testing be conducted at these monitoring wells to verify integrity of the seals and to determine if replacement of these wells would be warranted.
- Monitoring well nest MW-W, which was reported to be damaged during the 2023 monitoring period, should be repaired or abandoned in accordance with O.Reg. 903. A replacement should be installed if the well cannot be repaired.

PART III – PROPOSAL REQUIREMENTS AND EVALUATION CRITERIA

The proponents shall include the following in their proposal package:

Proposal Part A – Technical Proposal – Methodology and Relevant Experience (total 70pts)

This section shall be a response to the project scope information and shall include:

1. The proposal shall include a description of the firm and the firm's areas of expertise.
2. The proposal shall include information about key project team members who will complete fieldwork and reporting.
3. Proponents shall include a list of all sub-consultants, sub-contractors and vendors who will be used to complete the scope of work. Relevant team members and roles must be identified for the sub-consultants as well as for the lead proponent.
4. The proponent shall demonstrate experience delivering high quality outcomes on other comparable scopes of work by submitting a brief description of at least three other relevant projects, including at least one other Municipal project. References for these projects shall be supplied.
5. Provide annual sampling and report writing schedule.
6. The Proponent shall submit the completed and signed Proposal Summary Form and Declaration Form included in PART IV of this RFP document.

Proposal Part B – Financial Proposal (30pts)

1. The Proponent shall submit their financial offer. This offer should correspond with the proponent's proposed schedule and methodology. Proponents shall provide a breakdown that shows the annual pricing by site as well as a breakdown showing Fieldwork, Laboratory analytical costs, Engineering Costs, disbursements, and report preparation costs.
2. All costs shall be provided in Canadian dollars with taxes excluded.

Evaluation

The Proposals will be evaluated and scored in accordance with the requirements of the RFP using the following Scoring Guide:

Parts A and B

Detailed Workplan and Experience Evaluation	Point Allocation
All required forms and components are completed, signed as required, and submitted by deadline: <ul style="list-style-type: none">• Proposal Summary Form• Declaration Form• Technical proposal with all required components (Part A)• Financial Proposal with all required components in a separate .pdf (Part B)	Pass/fail
Firm's Qualifications & Project Team's Experience (including all sub-contractors)	10
Project Understanding and Experience on Relevant Example Assignments of Similar Scope, Size, etc.	15
Work Plan, Methodology, list of deliverables	25
Project Schedule	20
Total	70 pts

Part C

Financial Information evaluation	Awarded Price Points
Remaining price points will be awarded based on the following formula: $\text{Awarded Price Points} = \frac{\text{Lowest Proposal}}{\text{Evaluated Proposal}} \times \text{MAX POINTS (30)}$	30
Total	30pts

PART IV - PROPOSAL FORMS

***** THESE FORMS MUST BE COMPLETED AND INCLUDED IN ADDITION TO THE PROPOSAL MATERIAL AS PART OF THE SUBMISSION PACKAGE *****

PROPOSAL SUMMARY FORM

PROJECT DESCRIPTION: Environmental Engineering Services – Annual Monitoring Program – Landfill Sites

PROJECT LOCATION: Municipality of Central Manitoulin, Manitoulin Island, Ontario. The Municipal Office is located in Mindemoya, Ontario at 6020 Highway 542. Project locations for fieldwork are located at Providence Bay Landfill Site and the Mindemoya Landfill Site

OWNER: Municipality of Central Manitoulin

PROPONENT:

DATE: _____

FIRM NAME: _____

ADDRESS (City, Province, Postal Code): _____

TELEPHONE: _____

EMAIL: _____

AUTHORIZED SIGNATURE: _____

NAME AND POSITION OF SIGNER: _____

WEBSITE: _____

PROPOSALS RECEIVED BY

The Municipality of Central Manitoulin
6020 Highway 542
PO Box 420
Mindemoya, ON P0P 1S0

DECLARATION

TO: Chair and Members of the Proposal Committee, The Municipality of Central Manitoulin

DATED AT: _____ the _____ day of _____, 2024.

1. I, _____, of _____, **DECLARE** that no person, firm or Corporation, other than the one whose signature or the signature of whose proper officers and seal is or are attached below, has any interest in this submission or in the Contract proposed to be taken.
2. **I FURTHER DECLARE** that this Proposal is made without any connections, knowledge, comparison of figures or arrangement with any other company, firm or person making a submission for the same project and is in all respects fair and without collusion or fraud.
3. **I FURTHER DECLARE** that no member of the Municipal Council, or any Officer of The Corporation is or will become interested, directly, or indirectly, as a contracting party or otherwise, in the performance of the Contract, or in the supplies, work or business to which it relates or any portion of the profits thereof, or any such supplies to be used therein or in any of the monies to be derived therefrom.
4. **I FURTHER DECLARE** that all items in the Proposal are in all respects true.
5. **I FURTHER DECLARE** that I have carefully examined the Request for Proposal document, and hereby acknowledge the same to be part and parcel of any contract to be let for the project therein described or defined and do all the work and to provide the services for the prices stated.
6. **I FURTHER DECLARE** that I have a clear understanding of all the work involved in this contract.
7. **I FURTHER DECLARE** that this offer is to continue open to acceptance until the formal contract is executed by the successful Company for the said project OR for a period of sixty (60) days after the closing date, whichever first occurs and that the Municipality may, at any time, within that period, without notice, accept this Submission whether any other Submission has been previously accepted.
8. **I FURTHER DECLARE** that the awarding of the contract based on this Request for Proposal by the Municipality shall be an acceptance of this Proposal.
9. **I FURTHER DECLARE** that in the event of default or failure on our part, that the Municipality shall be at liberty to advertise for new Requests for Proposals, or to carry out the works in any other way they deem best, and I also agree to pay to the said Municipality the difference between this Request for Proposal and any greater sum which the said Municipality may expend or incur by reason of such default or failure or by reason of such action as aforesaid, on their part, including the cost of any advertisement for new Request for Proposals; and to indemnify and save harmless said Municipality and their officers from all loss, damage, cost charges and expenses which they may suffer or be put to by reason of any such default or failure on our part.

10. **I FURTHER DECLARE** that Addendum/Addenda No. _____, inclusive, has/have been received, and that all changes specified in the Addendum/Addenda have been included in the prices submitted.

Witness

Signature (I have authority to bind the company)

Date

Name of Company

E-mail Address

Address

Name of Signing Authority

Telephone