Town of Renfrew
127 Raglan Street South
Renfrew, Ontario
K7V 1P8

Request for Proposal – Renfrew Landfill Waste Slope Re-Grading

RFP 2026-23-IEE

Section I – Proposal Information

Definitions

Bidder: means a person, sole proprietorship, firm, partnership, corporation, or any other business venture that submits a bid to the Town.

Contractor: refers to the successful Bidder.

Landfill: means the Town of Renfrew Landfill located at 376 Bruce Street, Renfrew ON, K7V 3Z8.

Late Bid: means a bid received after Proposal Closing.

Proposal or **Bid:** can be used interchangeably and means the offer submitted by a Bidder to perform the work outlined in the Proposal Documents at the prices set out in the offer, and in accordance with the procedures described in the Proposal Documents. The offer shall include, among other things, the Form of Proposal and additional attachments described in the Proposal Documents.

Proposal Documents: means the RFP, associated attachments and, Addenda incorporated into any aforementioned document, and documents referenced in the aforementioned documents.

Substantial Completion/Performance: The point at which the project is sufficiently complete such that the Town may occupy the work area and use it for it's intended purpose. Specifically, all re-grading, compaction, cover material, surveying, engineering sign-off and re-instatement of access roads (if required) shall be complete.

Town: means the Corporation of the Town of Renfrew.

Upset Cost Limit: means the maximum cost for all fees and disbursements required for completing the scope of work outlined in the RFP.

Instructions to Bidders

The Corporation of the Town of Renfrew, hereinafter referred to as the "Town" or the "Town of Renfrew", is requesting proposals for the re-grading of a waste slope at the Renfrew Landfill, located at 376 Bruce Street, Renfrew, ON. This includes all design, labour, and material required to re-grade, the waste to a safe and compliant slope, and pack and cover the waste slope per the requirements of the Landfill's Environmental Compliance Approval (ECA) and Design and Operations Report.

1. Registration as a Bidder

It is mandatory that you register as a bidder with the Corporation of the Town of Renfrew. Registration for the tender closes at the specified Closing Time. **Failure to register will result in non-acceptance of your submission**.

Please remit Name of Company, Name of Contact Person and Contact Information to:

Ashley Robertson, Purchasing Assistant, Town of Renfrew
Email: procurement@renfrew.ca

All communications must reference **RFP 2026-23-IEE** in the subject line.

2. Proposal Documents, Drawings, Addenda & Appendix

The bidder shall verify that these proposal documents are complete and assume responsibility to view/download/print the Proposal Requirements, addenda and any related information not included with this document. The bidder is required to go to the Town's website where under the description of this proposal you will find links to the Proposal Requirements, addenda and any related information not included with this document.

The Town will issue any changes/additions/deletions to the proposal or terms and conditions. Any and all addenda issued by the Town shall form an integral part of the document. The cost of complying with the addenda requirement (if any) shall be included in the price submitted by bidders. The Town will assume no responsibility for oral instruction or suggestion.

Any and all addenda issued prior to the closing date will be posted on the Town's website and www.biddingo.com for downloading by bidders. It is the bidder's sole responsibility to download and review all Addenda, and acknowledge that Addenda were downloaded, and that the pricing quoted includes the provision set out in such Addenda. Addenda will not be sent to bidders via facsimile or e-mail.

Each Bidder must satisfy themselves, by their own study of the proposal documents and related information, as to the practicality of completing the work successfully as described. There will be no consideration of any claim after submission of proposals that there is a misunderstanding with respect to the conditions imposed in the Agreement.

3. Communications

Questions related to this proposal, specifications or the intent of the proposed work and requirements are to be directed to the Municipal Contact listed by **3:00 pm December 8, 2026.**

All communications must reference **RFP 2026-23-IEE** in the subject line.

Municipal Contact: Ashley Robertson, Purchasing Assistant, Town of Renfrew
Email: arobertson@renfrew.ca

Where a Bidder finds discrepancies or omissions in the proposal requirements, or other proposal documents or instructions, or otherwise requires any clarification, the Bidder should contact the Town in writing by email as noted above. Note that no oral explanation or interpretation shall modify any of the requirements or provisions of the proposal documents.

Where the Town deems that an explanation or interpretation is necessary or desirable, an addendum may be issued. It is the bidder's sole responsibility to check for addenda issues and download same. Acknowledgement of Addenda on the Form of Proposal is a mandatory requirement. Failure to acknowledge addenda will result in your proposal being deemed non-compliant and not eligible for award.

4. Retrieval of Official Documentation

Only documents provided to Bidders by the Town or found on Biddingo are to be considered the **official** documents. The Town accepts no responsibility for the accuracy of information found on other websites. The onus is on the bidder to check the Town's website and Biddingo's website to verify they have received all relevant information. The Town reserves the right to deny a bid submission if determined that the documents have been altered from the Town's own official documents.

5. Delivery and Official Closing Time of Proposals

All submittals shall be in sealed envelopes with covering pages (Label) supplied by the Town with 1 original and 1 digital copy on USB/thumb drive, and delivered to the address below, or electronically through Biddingo at www.biddingo.com.

Town of Renfrew (Town Hall)
127 Raglan Street South
Renfrew, ON K7V 1P8
Attention: Ashley Robertson, Purchasing Assistant

Proposals must be received no later than **2:00 pm January 8th, 2027**. The time clock in the main counter service area at the Renfrew Town Hall Office is the official time for the deadline for submission. The Town is not responsible for submissions which arrive late or are not properly marked.

Proposals shall be officially opened after closing time by the opening committee. No prices are to be read out, with prices being included as part of the proposal, however, only once the award is made and approved by Council, the report recommending such award shall be a matter of public record, unless otherwise determined by Council.

Request to withdraw a proposal submitted
Requests for withdrawal of a Proposal shall be allowed if the request is made prior to the closing date and time. Requests shall be directed to the Municipal Contact and be delivered in hard copy or by email, by an Authorized Agent of the company, with a signed withdrawal request confirming the details. Telephone requests will not be considered. The withdrawal of a Proposal does not disqualify a Bidder from submitting another Proposal on the same RFP.

Fax and email proposal submissions shall not be accepted.

Municipal Information Waiver
All information contained in this document and any potential subsequent addenda, with respect to operations, qualities, values, description of properties, losses etc., are reasonably and realistically accurate to the best of the Town's knowledge however, accuracy is not guaranteed by the Town.

6. Examination of Premises

Bidders must attend a mandatory site visit. Please contact the Town of Renfrew Municipal Contact identified above to register. The site visit is scheduled for **Monday November 23rd, 2026, at 10:00 am to 11:00 am**. Please meet at the scale house at the Renfrew Landfill (376 Bruce Street, Renfrew, ON). Note: for safety and security reasons the main gate will be closed at 10:05 a.m., do not be late. Please come prepared to walk on uneven terrain, including on the waste mound.

Questions arising from the site visit shall be provided in written form to the Municipal Contact listed.

Bidders that do not attend the mandatory site visit will be deemed non-compliant and their submissions will not be considered.

7. Form of Proposal & Bidder Proposal Submission

The Form of Proposal (Section III) & Bidder Proposal Submission shall contain the following information. The Bidder Proposal Submission shall be completed and included as an appendix to the Form of Proposal.

The Bidder Proposal Submission **shall not exceed 15 pages** (excluding the Form of Proposal) in length and shall include:

☐ A detailed work plan fully describing the main tasks to be undertaken to execute all aspects of work consistent with the RFP and Scope of Work provided in Section II – Proposal Specifications.

☐ A detailed project schedule outlining the time requirements and date of completion of the project's main tasks, and activities as defined by the detailed work plan in order to complete

works by the specified completion date.

☐ The Bidder's quality assurance plan.

☐ Three (3) references for similar projects completed in municipal/institutional/waste settings within the past 5 years, including:

Client name
Client contact information
Description of work completed
Location of work
Year completed
Value of the work

☐ CV's for key personnel proposed for the project (CVs for confirmed sub-contracted staff may also be included). The project team for this project must include at minimum the Contractor undertaking the work, as well as a Project Engineer who shall sign off on the work plan, supervise the works as required, and provide final certification of the completed work.

☐ Company/product/equipment brochures (optional)

In order for the Evaluation Committee to conduct a careful evaluation of all Proposals received, Proposals must be clear, well ordered, detailed, and concise. The Bidder is therefore requested to provide detailed specifications and functional information. The Bidder is requested to respond to each and every aspect of the RFP's objectives, expectations, specifications, schedules and requirements to allow for fair evaluation of the Proposal submissions.

8. Upset Cost Limit

The Upset Cost Limit shall be broken down according to the tasks of the work plan, and shall include all fees and disbursements required for completing the work plan assignments. Prices shall not include contingencies or HST as applicable.

Disbursements, such as telephone, facsimile, printing, courier, travel, meals, etc. are considered to be included in the Upset Cost Limit. Computer and office charges are considered part of the overhead and shall not be invoiced as disbursements other than in exceptional circumstances.

Bidders shall identify and include any costs believed not to be covered in this RFP information package, but considered necessary for completion of the assignment and shall specifically identify them in the proposal.

9. Financial Proposal

Financial Proposals are to be submitted as part of the proposal. The bidder is to provide a total upset limit price, inclusive of all labour and material fees, disbursements, and taxes, to complete the assignment in accordance with the requirements detailed herein and in the Bidder's proposal. The project costs are to be related to the Level of Effort.

In order to allocate the score for the Financial Proposal, points shall be awarded for the Financial portion of the evaluation based on the following:

The lowest fee proposed shall be awarded the full amount of points available for the fee portion of the evaluation (30). All higher fees proposed shall be awarded points, rounded to the closest full point for the fee portion of the evaluation by the following:

$$\frac{\text{Lowest Bid}}{\text{Proposed Bid}} \times (\text{maximum points for financial}) = \text{points}$$

For example: if the lowest bid is $40,000 and 2nd low bid is $50,000 their respective scoring would be as follows:

a) The Bidder with the low bid of $40,000 would be awarded 30 points.

b) The Bidder with the 2nd low fee of $50,000 would be awarded points as follows:

$$\frac{\$40,000}{\$50,000} \times 30 = 24 \text{ points}$$

Proposal Evaluation

The contents of the proposal should address the evaluation criteria outlined below and will be scored in relation to the points that are stipulated.

Only the proposals deemed acceptable by the Town will be considered for advancement. The decision will be based on evaluation criteria items outlined below.

Proposal Evaluation	Point Allocation
Overall Proposal (incl. Clarity & Comprehensiveness)	25
Detailed Work Plan, including project engineer review and sign-off	20
Related Experience and References	15
Schedule	10
Financial Proposal	30
Total	**100**

10. RFP Timeline

The expected timeline for this RFP is as follows:

Task	Target Date
Request for Proposal Issued:	October 30, 2026
Mandatory Site Visit:	November 23, 2026
Question Deadline:	December 8, 2026
Town Published Addendum (if applicable):	December 18, 2026
Closing date for Proposal Submissions:	January 8, 2027
Anticipated Award (on or about):	February 19, 2027
IFC drawings issued (on or before)	March 31, 2027
Substantial completion	October 31, 2027

11. Evaluation Team

The Town's Evaluation Team will consist of representatives of the Town, including the Manager of Environmental Services, Manager of Engineering and Asset Management, and Director of Development and Operations or Chief Administrative Officer.

12. Right to Accept or Reject Bids

Notwithstanding any other provision in this Contract, The Town of Renfrew reserves the right in its sole, absolute and unfettered discretion to:

a. make public the names of any or all Bidders and their quoted price;
b. request written clarification or the submission of supplementary written information in relation to the clarification request from any Bidder and incorporate such response to that request for clarification into the bid;
c. consider during the evaluation of Proposals and/or adjust a Bidder's scoring and/or reject a Bidder's Proposal on the basis of:
    i) a financial analysis;
    ii) information provided by references;
    iii) the Bidder's past performance on previous contracts awarded by the Town of Renfrew;
    iv) the information provided by a Bidder pursuant to the Town of Renfrew exercising its clarification rights under this RFP process; or
    v) Any other information deemed relevant by the Town of Renfrew that arises during the RFP process;
d. verify with any Bidder or with a third party any information set out in a RFP;
e. check references other than those provided by any Bidder;
f. disqualify any Bidder whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any qualifications;
g. disqualify any Bidder or the Proposal of any Bidder who has engaged in conduct prohibited by this RFP process;

h. make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
i. select the Bidder other than the Bidder whose Proposal reflects the lowest cost to the Town of Renfrew or the highest overall score;
j. cancel this RFP process at any stage;
k. cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
l. accept or reject any or all Proposals in whole or in part;
m. accept any irregular or non-compliant Proposal, whether such irregularity or non-compliance is substantial or otherwise;
n. discuss with any Bidder different or additional terms to those contemplated in this RFP; or
o. if a single Proposal is received, reject the Proposal of the sole Bidder and cancel this RFP or enter into direct negotiations with the sole Bidder.

These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances. The Bidders acknowledge that the Town of Renfrew may rely upon the criteria it deems relevant, even though such criteria may not have been disclosed to the Bidders. By submitting a Proposal, the Bidder acknowledges the Town of Renfrew's rights under this Section and absolutely waives any right or cause of action against the Town of Renfrew or its agents arising in any way from or relating to this RFP process, whether such right arises at law, equity, in contract, negligence or otherwise.

Acceptance of the Proposal shall occur at the time the Town awards the RFP and not necessarily at the time the award is communicated to the successful Bidder.

13. Bidders to Investigate

Firms submitting a proposal shall understand and acknowledge that while this Request for Proposal outlines the scope of work and specific requirements, the Bidder shall satisfy themselves by such a means as they prefer, as to the extent of work required to complete the assignment.

14. Bid Bond

A certified cheque or bid bond made payable to the Town in the amount of 10% of the total Bid must be submitted with the Proposal. The cheques/bonds of the two lowest Bidders will be retained until award of the RFP by the Town and execution of a contract. The cheques or bonds of all other Bidders will be returned within 10 days of RFP opening.

Proposals not accompanied by a certified cheque or bid bond will not be considered.

The Town shall not pay interest on bid bonds.

15. Agreement to Bond

Each proposal must be accompanied by the attached Agreement to Bond Form or

acceptable equivalent completed by the Bonding Company.

16. Bonding Requirements

a) The successful Bidder will file with the Town a 100% performance and maintenance bond, and a 50% labour and materials bond signed and sealed by a recognized bonding company, in the amount of 100% of the total Proposal value.

b) Upon receipt of such bonds, the bid bond will be returned to the Contractor.

c) The surety of the successful Bidder and the bonds referred to shall be to the satisfaction of the Treasurer.

17. Agreement

Prior to commencing work on the project, the successful Bidder will enter into an Agreement for services with the Town based on the Town's Request for Proposal Information Package and the Bidder's submitted Proposal.

18. Town's Purchasing Policies

The Town's Purchasing Policies and Procedures By-Law forms an integral part of this proposal document. The Policy and Procedures apply to this proposal process. The Procurement Policy can be found on the Town's Website at: https://www.renfrew.ca/uploads/Procurement-Policy-2026.pdf

19. Insurance

a. The successful Bidder shall ensure that all insurance coverage including all provisions relating to insurance coverage set out in this section are in place prior to the commencement of services pursuant to this Agreement.

b. During the Term of this Agreement, and any renewal or extension thereof, the Bidder will, at its expense (including the cost of deductibles) maintain in effect, with an insurer licensed in Ontario:

(i) a contract of **General Liability Insurance** for its operations, with limits of not less than Five Million ($5,000,000) Dollars, exclusive of interest or costs per occurrence, including coverages for defense and claimants' costs, and coverages for:

- personal injury including death;
- property damage or loss (direct or indirect and including loss of use thereof);
- broad form property damage;
- contractual liability;
- Work performed on Behalf of the Named Insured by Sub-Contractors;

- Firefighting expenses;
- Attached machinery including while loading and unloading;
- non-owned automobile liability;
- products – completed operations;
- premises and operations liability;
- contingent employers liability;
- cross liability;
- severability of interest; and
- blanket contractual liability.

The policy of insurance shall name the Town of Renfrew and the Province of Ontario as an additional insured with respect to its interest in the operations of the Bidder; shall provide that the policy shall be non- contributing with, and apply only as primary and not as excess to any other insurance available to the Town; and shall also provide that neither the Bidder nor the insurer shall cancel, materially change or allow the policy to lapse without first giving the Town thirty days prior written notice.

(ii) The Contractor shall provide and maintain a **Contractor's Equipment Floater** coverage during the term of this Agreement. Coverage will be provided, on a broad form basis, for construction machinery, equipment, tools, and stock that will be used by the Contractor in the performance of the work. The coverage will also include rental expense. Coverage is to be carried from the date of commencement of the work until one year after the date of Substantial Performance of the Work.

(iii) The Contractor shall carry and be able to provide proof of Contractor's **Environmental Liability insurance** with a limit of not less than two million dollars ($2,000,000.00) inclusive, providing coverage for, but not limited to bodily injury (including death) and property damage arising out of pollution conditions caused while working at the sites of other, sudden and gradual pollution, on-site and off-site clean-up costs and completed operations. The Town of Renfrew is to be added as an additional insured and policy shall contain a cross liability clause. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the agreement.

(iv) a policy of **Professional Liability Insurance** or other errors and omissions insurance covering claims and expenses for liability for loss or damage arising from negligence in the provision of the

Services, of standard wording, with coverage of no less than Five Million ($5,000,000) Dollars exclusive of interest or costs per occurrence; and

(v) a policy of **Motor Vehicle Liability Insurance** of standard wording, covering motor vehicles owned, leased or operated by or on behalf of the Bidder, in connection with the Services provided or to be provided under this Agreement, with coverage of not less than Five Million ($5,000,000) Dollars exclusive of interest or costs per occurrence and equipment leased, borrowed, rented or operated with coverage of not less than Five Million ($5,000,000) exclusive of interest or costs per occurrence; and

c. Every policy of insurance shall contain either no deductible amount or a deductible amount which is reasonable considering the financial circumstances of the Bidder. The Bidder shall be responsible for paying all deductible amounts.

d. No policy shall contain any provision which would contravene the obligations of the Bidder hereunder or otherwise be to the detriment of the Town.

e. The Bidder shall provide or cause to be provided to the Town, within seven (7) days of award of Contract, a certificate from its insurer which shows that the policy or policies placed and maintained by it complies with the requirements of this agreement. No review or approval of any such insurance certificate by the Town's rights or the Bidder's obligation contained in this Agreement.

f. If at any time the Town is of the opinion that the insurance taken out by the Bidder is inadequate in any respect, it shall forthwith advise the Bidder of the reasons therefore and the Bidder shall forthwith take out additional insurance, if available, satisfactory to the Town.

g. The taking out of insurance shall not relieve the Bidder of any of its obligations under this agreement or limit its liability hereunder.

h. All policies of insurance shall be:
   i. written with an insurer licensed to do business in Ontario;
   ii. in form and content acceptable to the Town acting reasonably;
   iii. be non-contributing with, and will apply only as primary and not excess to any other insurance available to the Town; and
   iv. contain an undertaking by the insurers to notify the Town in writing not less than thirty (30) days before any material change, cancellation, lapse or termination of the policies.

i. Failure to provide the aforementioned insurance will result in the

withholding of payments or at the sole option of the Town, forfeiture of the Contract.

20. Health & Safety and WSIB

The Contractor is required to conform with the Occupational Health and Safety Act related to the performance of the contract. In addition, the Contractor will be required to supply to the Town a valid verifying Independent Operator's Status. A new clearance certificate is required every sixty (60) days.

21. Indemnification and Hold-Harmless

The Contractor shall defend, indemnify and save the Town of Renfrew its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited 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 disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Contractor, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Contractor in accordance with this Contract and shall survive this Contract.

The Contractor agrees to defend, indemnify and save harmless the Town of Renfrew from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Contractor's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Contractor in accordance with this Contract, and shall survive this Contract.

22. Irrevocable

Proposals are irrevocable for 90 calendar days from date of Proposal closing. All proposals shall be and remain irrevocable unless withdrawn prior to the designated closing time.

23. Legible

All proposals must be legible and written in ink or typewritten. Corporate seals are requested, but are not mandatory.

24. Right to Reject or Not Open

The Town reserves the right to reject any or all proposals, and the lowest or highest as the case may be will not necessarily be accepted. The right is reserved to accept the whole or any part of the proposal.

Should the Town receive only one (1) qualified and duly executed bid submission on commodities/services that have known multiple source potential, the right is reserved to recall the competition.

The Town reserves the right **not** to open any bid should the Town deem, in its opinion, to have received an inadequate number of bid responses to the bid call and further the right is reserved to cancel and recall the competition. Unopened bids will be returned to all vendors who responded.

The Town reserves the right not to accept a proposal from any person or corporation which includes all related corporations who, or which, has a claim or instituted a legal proceeding against the Town or against whom the Town has a claim or instituted a legal proceeding with respect to any previous contracts, bid submissions or business transactions who is listed as either the proposed general contractor or sub-contractor or vendor within the submitted proposal.

25. No Claim for Compensation

Except as expressly and specifically permitted in these Instructions to Bidders, no Bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a proposal each Bidder shall be deemed to have agreed that it has no claim.

The Town assumes no responsibility or liability for costs incurred by the Bidders prior to the entering into of a written contract.

26. Subject to Budget Provision

Should qualified bid submissions exceed the Town budget provision for this project the Town reserves the right to reject or recall the proposal.

27. Adjustments Prior to Closing

Adjustments to submitted proposals by telephone, fax, or email shall not be considered. A bidder wishing to make adjustments to a submitted proposal must supersede it with a later proposal, and received on or before the closing time.

28. Proposal Advertising

Proposal advertising is made available through the following: the Town's website www.renfrew.ca and www.biddingo.com

29. Intellectual and Proprietary Rights

Upon award, all trade secrets, copyright patents and other intellectual and proprietary rights are and remain the property of the Town. Also, all artwork and print production devices will become the property of the Town.

30. Conflict of Interest

The Town reserves the right to disqualify a Proposal where the Town believes a conflict of interest or potential conflict of interest exists in regard to the Bidder and the intended project.

The successful Bidder shall work solely and exclusively in the interests of the Town at all times to ensure that the project is successfully completed. The Bidder must identify current claims, potential claims, or disputes against the Town, if any, that the firm is involved with. The Bidder must identify current developer and development interest that the firm has in the service area, if any. This information and any conditions attached to the Proposal will be considered in the Town evaluation.

Any member of the Council shall claim pecuniary interest if he/she is, will be, or has become interested, directly or indirectly as a contracting party, partner, stockholder, surety or otherwise howsoever in or in the performance of the said contract, or in the supplies, work or business in connection with the said contract or in any portion of the profits thereof, or any supplies to be used herein, or in any of the monies to be derived there from.

No person, firm or corporation other than the bidder has any interest in this Proposal or in the proposed contract for which this Proposal is made and to which it relates.

This Proposal is made by the Bidder without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a Proposal for the same work and is in all respects fair and without collusion or fraud.

No officer or employee of the Town is, will be, or has become interested, directly or indirectly as a contracting party, partner, stockholder, surety or otherwise howsoever in or in the performance of the said contract, or in the supplies, work or business in connection with the said contract or in any portion of the profits thereof, or any supplies to be used herein, or in any of the monies to be derived there from.

31. Failure or Unsatisfactory Performance

The Town reserves the right to remove from eligibility to submit bids for an indeterminate period, the name of any Bidder for failure to accept a contract with the Town, or the name of any Bidder for unsatisfactory performance of a contract with the Town.

32. Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)

Please note that the Municipal Freedom of Information and Protection of Privacy Act, as it relates to municipalities and local boards, came into force on January 1, 1991. It sets out certain rules regarding the disclosure to third parties of information held by municipalities and local boards.

All written proposals received by the Town of Renfrew become a public record. Once a proposal is accepted and a contract is signed, any information contained in them may be available to the public, unless such disclosure is protected under MFIPPA.

33. Public Opening

The Request for Proposals will be opened by the Evaluation Team at a public opening to be held at The Renfrew Town Hall, on **January 8th, 2027**, **at 2:00 pm** following the closing of the Proposal call.

Please note that the opening will acknowledge receipt of submitted proposals only. Prices and detailed information will not be released.

The Town of Renfrew will endeavor to administer the proposal process in accordance with the terms and dates outlined; however, it reserves the right to modify the activities, timeline, or any other aspect of the process at any time, as deemed necessary.

34. Town Not Employer

The Bidder agrees that the Corporation of the Town of Renfrew is not to be understood as the employer to any successful Bidder nor to such Bidder's personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of this Request for Proposal. It is understood that the successful Bidder will act as an independent contractor. Also, in accordance the Occupational Health and Safety Act, the successful Bidder herewith agrees to be the "constructor" as defined under this act.

35. Subcontractors

The Contractor shall not engage any subcontractor to perform services under this scope of work without first providing the Town with the subcontractor's name, scope of work, and any other information reasonably requested by the Town.

The Town shall have the right to review and approve or reject any proposed subcontractor. Any rejection must be based on reasonable grounds, including but not limited to concerns regarding the subcontractor's qualifications, experience, financial stability, regulatory compliance, safety record, conflicts of interest, past performance,

insurance coverage, or ability to perform the required services in accordance with this scope of work.

If the Town rejects a proposed subcontractor, the Town shall provide the Contractor with written notice setting out the reasons for the rejection. The Contractor shall promptly propose an alternative subcontractor for the Town's review and approval.

Unless specified, there is no requirement to identify the subcontractors to be used on the project at the time of Proposal submission, however, the successful Bidder will be required to identify them prior to the pre-construction meeting. Should the Bidder identify subcontractors within the RFP submission these subcontractors are assumed to be confirmed, and cannot be substituted without the consent of the Town.

36. Digital Copies of CAD Files

Digital CAD files supplied to the Bidders are for reference purposes. The files were created in AutoDesk Civil 3D-v2024 and it is up to the bidder to obtain the software in order to view the files. Data contained on these electronic files are part of the Town's Consultant's (WSP Canada Inc.) instruments of service and must not be used by the Bidder or anyone else receiving this data through or from them for any purpose other than as a convenience in the preparation of Proposal submission for the referenced project. Any other use or reuse by the Bidder's or by others will be at the Bidder's sole risk and without liability or legal exposure to the Consultant or the Town. The Bidder agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against the Consultant, the Town, and their officers, directors, employees, agents or sub consultants that may arise out of or in connection with the use of the electronic files.

Furthermore, the Bidder shall, to the fullest extent permitted by law, indemnify and hold the Consultant harmless against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or resulting from the use of these electronic files.

These electronic files are not construction documents. By the Bidder's use of these electronic files, the Bidder is not relieved of their duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate the Bidder's work with that of other contractors for the project.

An updated set of drawings, labelled as Issued For Construction, will be provided to the successful Bidder, intended for reference and use during construction.

Because information presented on the electronic files can be modified, unintentionally or otherwise, the Consultant reserves the right to remove all indicia of ownership and/or

involvement from each electronic display.

Under no circumstances must delivery of the electronic files for use by the Bidder be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WSP Canada Inc. be liable for any loss of profit or any consequential damages as a result of the use or reuse of these electronic files.

37. Accessibility of Ontarians with Disabilities Act (AODA)

The Accessibility of Ontarians with Disabilities Act, 2005 (AODA), is a law passed by the Ontario legislature that allows the government to develop specific standards of accessibility and to enforce them. The standards are made into laws called regulations, and they provide the details to help meet the goal of the AODA, which is a fully accessible Ontario by 2025. The AODA is the foundation on which the subsequent accessibility standards are built. These standards include the Accessible Customer Service Standard, *Ontario Regulation 429/07;* the Integrated Accessibility Standards (encompassing Information and Communications, Employment and Transportation), Ontario Regulation 191/11; and finally, the Built Environment Standard, which is not yet law.

In 2007, the Ontario Government adopted the AODA Standard, *Ontario Regulation 429/07,* respecting Accessibility Standards for Customer Service. All public sector organizations in Ontario, including the Town of Renfrew, must comply with this regulation by January 1, 2010. The Accessibility Standard for Customer Service also applies to third parties that provide goods and services to members of the public on behalf of a public sector organization.

It is the successful Bidder's responsibility to ensure that it is fully aware of, and meets all requirements under the AODA and associated regulations.

Further information on compliance can be found at the Ministry of Communication and Social Services website:

http://www.mcss.gov.on.ca/mcss/english/pillars/accessibilityOntario/accesson/compliance.

Section II – Proposal Specifications

Scope of Work

The Town of Renfrew Landfill, located at 376 Bruce Street is an active Landfill Site, owned and operated by the Town of Renfrew, which operates under Environmental Compliance Approval (ECA) #A410401 dated April 17, 2026. In 2022, an area of un-compacted and un-covered waste, exceeding vertical waste limits and safe working slopes was identified along the south-western portion of the waste mound. This slope was identified as non-compliant and requiring specialized equipment, outside of the Town of Renfrew's fleet, to rectify. From 2023-2026 the Town and its environmental compliance consultant have engaged with the Ministry of Environment Conservation and Parks (MECP) to revise the Site's waste approval and waste limits in order to facilitate a rehabilitation of this slope in order to meet compliance obligations and optimize future available air-space for landfilling activities in this zone. The Town is seeking proposals and solutions to create and implement a work plan to re-grade the non-compliant waste slope to meet the Town's environmental compliance obligations and Landfill operational needs.

The major tasks to be addressed by the Bidder retained are outlined below. This list should be augmented as required, and as believed necessary, based on the Bidder's experience and knowledge.

This project will include, but not be limited to, the following major tasks:

Task 1: Develop a Detailed Work Plan

The Contractor shall review the Site's ECA, Development and Operations Report and approved fill limits (both vertical and horizontal extents) and develop a work plan to re-grade the waste slopes. The Contractor shall be responsible for all engineering, geotechnical, survey, utility locates, health and safety plans, quality assurance plans, and site preparation required to implement the work. The Contractor shall procure any sub-contactors required to complete the work. The Bidder/Contractor shall be required to identify a Project Engineer who shall sign off on the work plan, and who shall take responsibility for completion of the work in accordance with the contract documents, including supervision as required and final certification of the work. All fees related to the above shall be included in the Financial Proposal.

Task 2: Slope Re-grading

The Contractor will re-grade the waste slope to between a 4-1 to 3-1 grade while respecting approved vertical and horizontal waste limits. Re-grading activities shall be done in a manner that reduces airspace consumption. Stockpiled soil mentioned in Task 3 may be utilized to construct temporary access roads, ramps or working platforms for equipment to access the waste slope, however all reasonable efforts shall be taken to

ensure this soil does not become incorporated into the waste mound other than as cover material.

Task 3: Waste Compaction and Cover

The Contractor will compact the re-graded waste in lifts of no more than 60 cm and compacted with multiple passes of a waste compactor, large bulldozer or roller to a minimum density of 0.6 tonnes/cubic meter. The exposed area shall be covered with 300 mm of soil. A stockpile of mixed fill material is available at the site for the purposes of cover material. Should additional cover material be required to complete the work the bidder shall include off-site sourcing and delivery of such material as a provisional item in the bid price. Any imported soil material must be geotechnically suitable for use as intermediate landfill cover and meet Ontario regulation 153/04 Table 3 Industrial/Commercial/ Community Property use Soil Standards**.**

The cover material shall be hydro-seeded with Ontario Seed Company (OSC) Rural Ontario Roadside Native Seed Mixture 8145 applied with a nurse crop and covered with a single net straw erosion control blanket upon completion of the compaction and covering work, however should weather conditions at the time of completion be unfavorable for seeding activity, the Town will request seeding be postponed until conditions are favourable.

Task 4: Final Deliverables

Upon completion of re-grading work the Contractor shall preform an aerial survey of the Work Area using a ground sample distance (GSD) of 2.3 centimetres, UTM NAD83 Original Zone 18 north using (CGVD1928) vertical datum. The survey shall be completed during snow free-or low snow (less than 5 cm accumulation) condition. Survey deliverables provided digitally to the Town shall include:

1) LAS/LAZ files
2) Digital Terrain Model cleaned using only ground classified points of all bare earth in GeoTIFF file format, 0.5 m resolution.
3) Contours at 0.25m in .shp format.
4) Ground control and check point accuracy report.
5) High resolution orthophoto of the site at 3cm in GeoTIFF file format.

The aerial survey, including receipt of digital files shall be completed within 90 days of completion of compaction and cover material placement.

Upon completion of the grading and survey work, the Contractor shall provide the Town with a letter prepared and stamped by the project engineer licensed in the Province of Ontario attesting that the work meets the requirements of this scope of work including that the work was completed utilizing landfilling best-practices.

General Provisions

The requirements of Ontario Provincial Standards for Roads and Public Works – General Conditions of Contract (OPSS.MUNI 100 – November 2024) shall apply to this contract, unless otherwise specified in these Proposal Documents.

Contractor Representative: The Contractor's site representative shall be a competent, English-speaking Superintendent or Foreman, with a minimum of 3 years of previous work experience in a project oversight role in a construction environment. The Contractor's site representative shall be fully authorized to act for the Contractor and capable of coordinating the work in an orderly and progressive manner. The Contractor's representative's primary role/responsibility will be coordinating and supervising the work. The Contractor's representative shall limit the time they operate heavy equipment or perform labour work to complete the works. The Supervisor or Supervisor Designate will be in attendance at the site at all times during core work activities. Failure to comply will result in a "Stop Work" order. The site representative shall be capable of reading and interpreting the documentation and shall ensure that all work is in conformance with the contract documents and the contract drawings. The Contractor's site representative shall be identified at the preconstruction meeting. All reasonable efforts shall be taken by the Contractor to maintain a dedicated Site Representative for the duration of the work.

Meetings: The Contractor shall meet with the Town's project manager for a preconstruction meeting a minimum of 14 days prior to site mobilization. During re-grading, compaction and covering activities the Contractor's project manager shall meet with the Town's project manager weekly to provide project updates.

Schedule: All re-grading, compaction and cover work shall be completed by October 31, 2027. All work including all deliverables shall be completed by December 31, 2027.

Liquidated Damages: It is agreed by the parties in the contract that in case all work called for under the Contract is not finished or completed within the date as set forth above, damage will be sustained by the Town and that it is said will be impracticable and extremely difficult to ascertain and determine the actual damage which the Town will sustain in the event of and by any reason of such delay and the parties here to agree that the Contractor will pay to the Town the sum of One Thousand dollars ($1,000.00) for liquidated damages for each and every calendar days delay in finishing the work beyond the noted completion date, except Saturdays, Sundays and Statutory holidays, and it is agreed that this amount is an estimate of the actual damage to the Town which will accrue during the period in excess of the prescribed completion date.

The Town may deduct any amount due under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Town. The Contractor shall not be assessed with liquidated damages for any delay caused by Acts of God, or of the Public Enemy, Acts of Province or any Foreign State, Fire, Flood, Epidemics, Quarantine Restrictions, Embargoes, or any delays of subcontractor's due to such causes

Warranty: In order to ensure that any defects or deficiencies in the Work are repaired in a timely manner a Maintenance Guarantee will be held by the Town for a 12-month period following substantial completion of the project (the warranty period). The following maintenance guarantee will apply to this Contract:
Two and one half (2.5) percent of the Final Contract Value (Including H.S.T) for the Warranty Period will be held by the Town as security for any defects or deficiencies that arise. The Maintenance Guarantee sum will be retained at the time of the release of the Substantial Release Holdback. The Maintenance Guarantee will be released at the end of the Warranty Period subject to no outstanding defects or deficiencies.

Miscellaneous:

1. The Town of Renfrew's staff, equipment and facilities shall not be utilized in any manner to accomplish this work.
2. It is the responsibility of the successful Contractor to provide and maintain adequate sanitation facilities for its employees and subcontractors.
3. Hours of equipment operation are limited to Monday to Saturday from 7 a.m. to 7 p.m. excluding Statutory Holidays. Additionally, equipment may not be operated outside of daylight hours.
4. Smoking and vaping are prohibited at the Landfill site due to the presence of Methane gas. The Contractor's employees and subcontractors will not be permitted to smoke or vape on site.
5. During the course of this work, the Landfill Site will remain open to the public during the Landfill's regular business hours.
6. Locates will be required for all underground work, and all digging should only be completed after a locate is completed. Locates are the responsibility of the Contractor to schedule and ensure completion.
7. Should site work extend into winter, the Contractor will be required to maintain winter access to the work area from the public waste drop off area.
8. Existing landfill road access shall be maintained throughout the duration of the work for emergency access purposes. Road access may be re-aligned upon approval from the Town's project manager.
9. The construction site and access routes must be maintained in a satisfactory condition for the duration of the project and following completion of the work returned to similar or better condition than prior to construction. The Town's project manager may direct that the construction site or access road be graded as required to maintain safe access.
10. All Contractors and workers are expected to be considerate of their surroundings, including towards Town staff, landfill customers and nearby residents. Should issues/complaints arise regarding conduct or continued occurrences, the Town's Project Manager may enforce; at his/her sole discretion, further actions, such as permanent staff removal request from the site, if repeated occurrences are encountered.

Information Available to Support Proposal Preparation

As part of the Request for Proposal package the Town of Renfrew has made the following information available to Bidders:

- Map of Area of Concern/Work Area (see note 1)
- Renfrew Landfill Environmental Compliance Approval (ECA) A410401 Issued April 17, 2026.
- Updated Design and Operations Report – Renfrew Landfill Site. Prepared by WSP Canada Inc. Dated July 2025.
- Digital CAD file - Approved Waste Limit (see note 2) – File name: CN-PROP-WASTE LIMI_ExportCAD.dwg
- Digital CAD file - Approved Waste Final Elevations (see note 3) – File name: DXRF_Proposed Design - Stage 4 Only.dwg
- Digital CAD file – November 22, 2024 Drone Survey Elevations (see note 4) - File name: ACAD-CA0047282_8803-0001-CW-0001X.dwg
- WSP LIMITATIONS

Notes:

1. Underlying map imagery was captured in spring 2024 and does not fully capture the current landscape of landfill, specifically the imagery does not include the soil stockpile located within the work area, and the imagery shows a access road to the top of the waste mound which no longer exists. Bidders are required to attend a mandatory site visit as outline in Section I, item 6 of this RFP to examine the site.
2. This limit defines the horizontal extent to which the waste may be repositioned.
3. This limit defines the vertical extent to which the waste may be repositioned.
4. No waste or soil has been placed or removed from the area of concern/work area since the November 2024 survey, therefore this data is assumed to reflect the current condition of the area of concern/work area.

Section III – Form of Proposal

Bidder's Information

1.	Company Name	
2.	Bidder's Contact Individual	
3.	Address (incl. Postal Code)	
4.	Office Phone #	
5.	Cellular #	
6.	Email Address	
7.	HST Account #	

I/We hereby submit the attached documents to satisfy the requirements as issued by the Corporation of the Town of Renfrew.

I/We agree that we have reviewed and understand the Proposal documents and I/We are capable and qualified to perform the requirements of the contract and enter into a legal agreement with the Town in regard thereto and where the Proposal is submitted by a Corporation, it shall be signed by a duly authorized officer of the company. Should the Proposal be submitted by a Partnership or Proprietor, it shall be signed by the partners or owner.

I/We agree that this offer shall be irrevocable from the time the Proposals are opened for a period of 90 calendar days.

I/We agree that this offer acknowledges all addenda and that the pricing quoted includes the provision set out in such addenda.

Addendum #	Date Received
# _____	_____
# _____	_____
# _____	_____

☐ Check here if No Addenda considered.

AGREEMENT TO BOND AND FORM OF BOND

We, the undersigned, hereby agree to become bound as Surety for

_____

(Name of Proponent)

an amount equal to One Hundred Per Cent (100%) of the Total Tender Amount including all applicable taxes, and conforming to the Instruments of the Contract attached hereto, for the full and due performance of the works shown as described herein, RFP 2026-23-IEE, Corporation of the Town of Renfrew, such Performance Bond to provide a period of maintenance of One (1) years after the date of Substantial Performance of the work, and a 50% Labour and Materials Bond.

It is a condition of this Agreement that, if the above-mentioned Tender is accepted, application for a Performance Bond and Labour and Materials Bond must be made to the undersigned within ten (10) days of notice of Contract Acceptance. Otherwise, this Agreement shall be null and void.

Dated this _____ day of _____, 2026.

_____

Name of Bonding Company

By:_____

Attorney-in-Fact

Note: In lieu of the above "Agreement to Bond and Form of Bond" form, the Town will accept a similar type of form issued by the Bonding Company provided all the conditions as outlined above are stipulated on the Bonding Company's form.

Total Upset Cost Limit

The Bidder offers to provide the services detailed within the Proposal package and identified tasks, and as further detailed in the Bidder's proposal, to the acceptance of the Town for the following breakdown of items for the following total Upset Cost Limit.

Cost Estimate Breakdown (excludes HST)

Description:	**Cost:**
Task 1 – Develop a Work Plan	$
Task 2 – Slope Re-grading	$
Task 3 – Waste Compaction & Cover	$
Task 4 – Final Deliverables	$
Provisional Item – additional cover material (per tonne, including delivery)	$
Other Please Describe:	$

Overall Project Quotation (excluding provisional costs)

Description:	**Cost:**
Sub-Total:	$
HST:	$
Total: (including HST)	$

Bid Submission

The undersigned affirms that they are duly authorized to execute this bid and that all costs associated with this proposal have been submitted in the fee envelope.

BIDDER'S SIGNATURE AND SEAL: _____

NAME AND POSITION: _____

WITNESS SIGNATURE: _____

NAME AND POSITION: _____

DATED AT: _____

THIS_____DAY OF_____ 202____

Basis of Payment

The contract price is in Canadian funds, and the price includes any specified cash and contingency allowances and all the applicable taxes in force at this date except as may be otherwise provided in the Proposal Documents.

Method of Payment:

The Town shall pay the Contractor in Canadian funds for the performance of the Contract, the amount being determined by actual measured quantities of the individual Work items contained in the Schedule of Contract Unit Prices, in the Form of Proposal of this Agreement, and measured in accordance with the methods of measurement given in the Specifications.

Subject to the provisions of the contract documents, and in accordance with legislation and statutory regulations respecting holdback of ten percent (10%), the Town shall:

1. Upon receipt of a proper invoice, make monthly progress payments to the Contractor on account of the Work performed when due in the amount certified by the Town including Harmonized Sales Tax, and;
2. Upon Substantial completion of the Work, pay to the Contractor the unpaid balance of the holdback amount when due, including Harmonized Sales Tax, less the warranty holdback, and;
3. Upon the issuance of the final certificate for payment, pay to the Contractor the unpaid balance when due, including Harmonized Sales Tax.

Section IV – Form of Agreement

RFP 2026-23-IEE - Renfrew Landfill Waste Slope Re-Grading

This agreement is made in duplicate this _____day of _____, 202__.

BETWEEN: _____

Hereinafter referred to as the 'Contractor',

and

THE CORPORATION OF THE TOWN OF RENFREW,

Hereinafter referred to as the 'Town'.

WHEREAS the Town wishes to have the Contractor supply of all labour, equipment and materials necessary for the construction, delivery and installation of a scale house for the Renfrew Landfill, located at 376 Bruce Street, Renfrew, ON

NOW THEREFORE the parties agree as follows:

1. The Contractor shall perform the work as described in the contract documents which are: Request for Proposal (RFP) 2026-23-IEE - Renfrew Landfill Waste Slope Re-Grading, including all attachments and addenda.

2. The Town has accepted the Contractor's bid of $_____incl. taxes. As per the Request for Proposal 2026-23-IEE, no increase in the amount invoiced is permitted after the awarding of the contract.

3. Subject to the provisions of the contract documents, and in accordance with legislation and statutory regulations respecting holdback of ten percent (10%), the Town shall:
   a. Upon receipt of a proper invoice, make monthly progress payments to the Contractor on account of the Work performed when due in the amount certified by the Town including Harmonized Sales Tax, and;
   b. Upon Substantial Completion of the Work, pay to the Contractor the unpaid balance of the holdback amount when due, including Harmonized Sales Tax, and;
   c. Upon the issuance of the final certificate for payment, pay to the Contractor the unpaid balance when due, including Harmonized Sales Tax.

4. The Contractor shall substantially preform the work included in the contract by the 31st day of October 2027.

5. The Contractor shall complete the work included in the contract by the 31st day of December 2027.

6. If, at any time, the Contractor is prevented from performing any obligation under this Agreement by reason of strike, lockout, riot, fire, hurricane, flood, invasion, explosion, act of God, war, legal acts of the public authorities, or any other cause beyond the Contractor's control, then the Contractor shall not be required to perform such obligation during such time. The Contractor will exercise its best attempt to overcome the cause of prevention as expeditiously as possible.

7. Under no circumstances will the Contractor be liable to the Town for any loss of profit, indirect, special, or consequential damages.

8. The Contractor shall defend, indemnify and save harmless the Town of Renfrew its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited 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 disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Contractor, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Contractor in accordance with this Contract and shall survive this Contract.

9. The Contractor agrees to defend, indemnify and save harmless the Town of Renfrew from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Contractor's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Contractor in accordance with this Contract, and shall survive this Contract.

10. Proof of appropriate insurance, certificates, permits, and WSIB clearance shall be provided the Town **prior to** commencement of the work.

IN WITNESS WHEREOF the Town, and the Contractor has caused this Agreement to be executed by the signatures below.

Town of Renfrew

Name:_____ Title:_____

Signature:_____ Date:_____

I have the authority to bind the Corporation

Town of Renfrew

Name:_____ Title:_____

Signature:_____ Date:_____

I have the authority to bind the Corporation

Contractor

Name:_____ Title:_____

Signature:_____ Date:_____

I have the authority to bind the Corporation

Envelope Label

RFP 2026-23-IEE – Renfrew Landfill Waste Slope Re-Grading

From: _____

_____

_____

Contact: _____

Telephone: _____

Deliver to:

The Town of Renfrew
127 Raglan Street South
Renfrew, ON K7V 1P8
Attention: Ashley Robertson, Purchasing Assistant

Proposal Number: _____

Closing Date and Time: _____

Description: _____