



Telephone: (807) 735-2096 Fax: (866) 681-2954 www.redlake.ca



Pikangikum First Nation Pikangikum, ON POV 2L0 Telephone: (807) 773-5578

Collectively referred to as the Partners

Request for Proposal (RFP)

RFP 06-2025 Engineering Consulting Services – New Landfill Site

Proposal Closing

Date: Friday June 13, 2025

Time: 2:00 P.M. Local Time (Central Standard Time)

Location:

Municipal Office

Municipality of Red Lake

P.O. Box 1000, 2 Fifth Street

Balmertown, Ontario,

P0V 1C0

Municipal Office Hours:

Monday - Friday

8:30 a.m. - 4:30 p.m.

Proponents' Questions

Deadline for written questions from Proponents is Thursday May 22, 2025

Proponents' questions will be responded to on or before Thursday June 5, 2025

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GENERAL INSTRUCTIONS

- 1. All bid documents must be submitted in accordance to the location, date, time and manner as specified in the Tender/RFP/Quotation Call.
- All bid documents and corresponding addendums must be submitted in a sealed envelope, and clearly marked as to its contents in ink or typed form, or by a presupplied label by the Partners.
- 3. As submissions are received, they are time and date stamped by the Clerk's office at the Municipal Office to ensure compliance with the closing date and time.
- 4. The Partners will not accept faxed or emailed bid documents.
- 5. Late submissions will not be accepted and will be returned unopened to the receiver at the time of submission and if not possible, shortly thereafter by regular mail.
- 6. Openings are a public process and will be held in the Council Chambers, Municipal Office at the time of closing or shortly thereafter, and on the date as specified in the Tender/RFP/Quotation Call documents.
- 7. For tenders, the name of the bidder and the total amount will be read aloud and duly recorded. For RFPs and Quotations, the name of the Proponent will be read aloud and recorded, but not the total amount.
- 8. All members of the public in attendance at the opening are required to sign the *Attendance Form.*
- 9. Following the opening, the completed *Unofficial Results Form* and accompanying bid documents will be given to the Requisitioning Department Head for evaluation.
- 10. The Partners reserve the right to accept, reject, cancel and re-advertise any Tender or RFP or Quotation Call.
- 11. The lowest and/or any bid will not necessarily be accepted. Award selection will be at the absolute discretion of the Partners as provided for in Part I and in accordance with the Evaluation Criteria provided for in Part IV.

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In <u>advance</u> of submitting your bid document; and to guarantee notification of addendums (if any) and provide the ability to ask questions related to the bid document, please complete the Registration Form and return it accordingly

REGISTRATION FORM

Packages-will be available for pick-up in person, by email, or via the municipal website at www.redlake.ca.

Addendums to bid documents will be forwarded to all registered Proponents/bidders upon completion of this form in order to **guarantee notification and receipt of addendums** (if any). Those who do not complete a *Registration Form* are responsible for obtaining all addendums associated with this project. The Partners shall not be responsible for misinformed Proponents/bidders who neglect to complete this form.

Addendums become part of the bid document and shall be submitted along with the originally distributed bid document.

Please return the completed form in person, or by email to <u>clerk.registration@redlake.ca</u> or by fax to (866) 681-2954.

or by lax to (ood) oor	200 4.
PROJECT NAME	
CLOSING DATE	
COMPANY NAME	
PRINCIPLE CONTACT	
ADDRESS	
ADDRESS (LINE 2)	
CITY AND PROVINCE	
POSTAL CODE	
TELEPHONE	()
FACSIMILE	
EMAIL ADDRESS	
DATE:	

INTRODUCTION

The Municipality of Red Lake in partnership with Pikangikum First Nation are pleased to introduce this joint RFP.

The Municipality of Red Lake is located in northwestern Ontario by Kings Highway 105 and is the northernmost town in Ontario. It is located 535 km (332 mi) northwest of Thunder Bay and less than 100 km (62 mi) from the Manitoba Border. The municipality consists of five small communities – Balmertown, Cochenour, Madsen, McKenzie Island and Red Lake, with a combined population of 4,366 people (Canada 2011 Census).

Pikangikum First Nation is located on Pikangikum Lake, approximately 100 km northwest of Red Lake, Ontario. "Pikangikum" is from the Ojibway word – Biikanjikamiing – that refers to how the Berens River flows into Pikangikum Lake on the east, how the lake spreads out from the river on either side, and how the River leaves the lake in the west across from where it comes in. The project is located in the traditional homeland of Pikangikum First Nation. The current population of Pikangikum First Nation members living in the community is more than 3,000. The community is currently a remote access community, and is reached:

- By air with direct flights from Red Lake and Sioux Lookout
- By road on the Nungessor Road north of Red Lake 95 kilometers to the Berens Landing and by boat from the Nungessor Road into the community (about a 30 km boat ride)
- By road on the Nungessor Road north of Red Lake 90 kilometers to the controlled access all-weather road (built and operated by Pikangikum) to Taxi Bay and by boat into the community (about a 20km boat ride)
- In the winter, by winter road north of Red Lake via the Nungessor Road

Proposals may be submitted in person, by mail or courier to the Municipality of Red Lake. Faxed or emailed proposals **will not** be accepted.

The Municipality of Red Lake has local Canada Post and courier service outlets. It is the responsibility of the Proponent to check with your local Canada Post outlet and/or courier to determine the best means to submit your proposal. The Partners assume no responsibility for proposals received after the closing date and time.

Part I - GENERAL INSTRUCTIONS

1. Proposal Schedule and Closing Time

The Proposal Form, in a sealed envelope bearing the submission label provided by the Partners, must be received; date and time stamped, and be in the possession of the Clerk's Office, no later than 2:00 p.m. local time (Central Standard Time), on the specified closing date. Late Proposals cannot be accepted under any circumstances; however late proposals shall be date and time stamped and shall be returned to the Proponent, unopened:

The Clerk's Office clock determines the Closing Time of the Proposal Call.

Task	Date
Issue Request for Proposal	Thursday May 1, 2025
Deadline for Receipt of Proponents' Questions	Thursday May 22, 2025
Deadline for Response to Proponents' Questions	Thursday May 29, 2025
Request for Proposal Closing:	Friday June 13, 2025
Evaluation of Proposals Completed	Thursday June 26, 2025
Selection of Preferred Proposal	The Council Meeting at which the
	awarding By-Law is passed – Monday
	July 14, 2025
Notification to successful Proponent	The business day next following the
·	Council Meeting noted immediately above
	Tuesday July 15, 2025

2. Inquiries/Questions

All questions concerning this Proposal must be directed in **writing** (email or facsimile) to: clerk.registration@redlake.ca or Fax: (866) 681-2954

Questions must not be directed to anyone else. Questions will be responded to in the form of an "Addendum" to the Request for Proposal, which will be distributed to all registered Proponents known to the Partners.

3. Proposal Opening/Confidentiality Assurance

Be advised that all Proposals that are received on time will be opened in a public setting however the Proposals themselves will be maintained in confidence.

All Proposals submitted to the Partners become the property of the Partners and as such, become subject to the "Municipal Freedom of Information and Protection of Privacy Act". While the Partners consider all Proposals to be confidential and will involve the Proponent

in any proceeding challenging that position, it must be understood that the Partners will not necessarily be the final decision-maker on that point.

4. Submissions

Two (2) original hard copies of the Proposal should be submitted on 8 ½ inch by 11 inch paper, including any Addendums that may have been issued under Section 2. The submission must be clearly identified as "Engineering Consulting Services – New Landfill Site". Additionally, a digital copy of the Proposal shall be submitted on a flash drive as part of the submission.

5. Initial Screening

The Partners may designate joint leads for this project. The Partners or their designates (acting individually or together with a team of others) will review and evaluate all Proposals. Proposals will be checked to make sure that they comply with the terms and conditions of this Request for Proposal document. Any Proposal that does not meet all of the necessary criteria has to be rejected without further consideration.

6. Award Options & Partners' Absolute Discretion

The Partners reserve the right, privilege, entitlement and absolute discretion, and for any reason whatsoever to:

- 1. accept a Proposal which is not the one with the lowest cost;
- reject a Proposal, even if it is the one with the lowest cost;
- 3. reject a Proposal even if it is the only Proposal received;
- 4. accept the Proposal that the Partners consider to be most favourable to address the scope of work;
- 5. accept or reject any and all Proposals, whether in whole or in part;
- 6. accept or reject any unbalanced, irregular, or informal Proposals; and/or
- 7. reject any Proposal submitted (directly or indirectly) by a Proponent who is involved in a dispute with the Partners, who owes the Partners money, or who a Partner determines is unsuitable based on past experience. The Partners reserve the right to define who can be qualified to bid for work or supply goods and services to the Partners and reserves the right to exercise its intent to not contract with persons for the provision of goods and services who have delinquent accounts with the Partners.

7. Proponent's Statement of Understanding

The submission of a Proposal is the Proponent's assurance to the Partners that it has carefully examined this Request for Proposal document. The Proponent acknowledges that it understands these documents and has had sufficient opportunity to get clarification on any or all portions of them that it did not understand.

8. Irrevocability of Proposals – Binding Agreement

Until the closing time, any Proponent may withdraw its previously submitted Proposal, whether or not another is submitted in its place. However, upon closing time, all Proposals become irrevocable.

The submission of a Proposal is the Proponent's assurance to the Partners that, if its proposal is selected, it will become legally bound to the Partners by agreement. The terms and conditions of this Request for Proposal document, the Partners policies, and the Proponent's Proposal (in that order of preferential sequence) will form the foundation of the contract between the successful Proponent and the Partners.

9. Errors and Omissions

Nothing verbally said to anyone by anyone can modify any provisions of this Request for Proposal document. Any modification or clarification must be in writing, issued by the Partners or their designates for the project. All of these written materials, called "Addendums", will be issued in accordance with Section 2 and will become part of the Request for Proposal document.

10. Proponents' Expenses

Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the Partners, if any. If the Partners elect to reject all Proposals, the Partners will not be liable to any Proponent for any claims, whether for costs or damages incurred by any Proponent in preparing its Proposal, for loss of anticipated profit in connection with any final agreement, or for any other matter whatsoever.

11. Insurance

The successful Proponent must obtain, maintain, and pay for Comprehensive General Liability Insurance with an insurer acceptable to the Partners. This insurance coverage shall be subject to limits of not less than five million (\$5,000,000.00) dollars, inclusive, per occurrence, for bodily injury, death and damage to property, including loss of use of property, for any one occurrence. All required insurance must be endorsed to provide the Partners with thirty (30) days' advance written notice of cancellation or material change.

The successful Proponent will provide the Partners with evidence of the required insurance, in the form of a completed Certificate of Insurance, immediately following execution and delivery of the formal legal Agreement.

12. Compliance with Applicable Law

The successful Proponent must make sure that its operations, and all of the services and products that it provides relating to this project, are in accordance with, and appropriately authorized under, all relevant and applicable law. Some of the many laws that might apply are: the Workplace Safety and Insurance Act, 1997, the Occupational Health and Safety Act, the Accessibility for Ontarians with Disabilities Act, 2005. Other laws will also apply, and they could be provincial or federal statutes or regulations, or municipal by-laws and policies. The successful Proponent is responsible for applying for and receiving any required authorizations or licences to undertake the work associated with the project.

The successful Proponent <u>quarantees to the Partners</u> that it does, and that it will continue to comply with all applicable laws in this regard.

The successful Proponent will allow the Partners to view its books and records, including personnel training records, where reasonably necessary, to satisfy itself that this Section is being complied with.

13. Professional Operations

The successful Proponent <u>guarantees to the Partners</u> that it will run the project in a professional and prudent manner without negligence. It will be sure that its staff (including contract workers or volunteers) are properly trained and provide quality customer service to patrons of the project.

14. Indemnification

The Proponent shall be responsible for all damages, losses, or expenses caused by it, its employees, agents, volunteers and sub-contractors that arise out of the work associated with the project. This may be due to the existence, location, condition of work relating to the project, to any materials, plant or machinery used for the project, or which may happen by reason of the successful Proponent's failure (or the failure of those for whom it is responsible) to do or perform any or all of the things required to be done by them under the Proposal. The successful Proponent agrees to indemnify and hold the Partners harmless from any such damages, losses, or expenses, or claims by third parties, including any and all legal costs incurred by the Partners in connection.

15. Termination for Cause

The Partners retain the right to terminate the Agreement with the successful Proponent at any time, in whole or in part, if the work is not performed in strict accordance with the Agreement. This applies even if the Partners have been lenient to the successful Proponent with respect to the same or a different performance issue.

16. Laws of Ontario

The Agreement resulting from this Request for Proposal will be governed by, and will be construed and interpreted in accordance with, the laws of the Province of Ontario.

17. Encumbered Goods

The Proponent <u>guarantees to Partners</u> that the goods, inventory, and equipment being supplied to the project, are free and clear of any liens, charges, encumbrances, mortgages, hypothecations, copyright, patents or any third-party statutory claims, excepting any for which it has provided the Partners with written notice.

18. Conflict of Interest

In its Proposal, the Proponent must disclose to the Partners any possible conflict of interest that might compromise the project. This applies to actual conflicts of interest, and also to circumstances that might lead an ordinary person to believe that a conflict of interest exists, even if it does not. If a conflict of interest exists or appears to exist, the Partners may, at their discretion, refuse to consider the Proposal. If the Proponent becomes aware of a possible real or apparent conflict of interest after it has submitted its Proposal but before the selection process has been completed, that Proponent must inform the Partners by contacting the individual identified in Section 2.

19. Negotiations

Each Proponent must prepare its Proposal with the understanding that the Partners may select the successful Proponent on the basis of the Proposals received, without discussion. Each Proposal should contain the Proponent's best terms and information, including all required documents as listed. The Partners reserve the right to enter into negotiations with any Proponent. If the Partners and a Proponent cannot negotiate a successful agreement, the Partners may terminate the negotiations and begin negotiations with another Proponent. This process may continue until an agreement has been executed or all Proponents have been rejected. No Proponent shall have any rights against the Partners arising from negotiations.

Part II – for use by individuals – see next page for use by incorporated Proponents

STATEMENT OF UNDERSTANDING (INDIVIDUALS)

I declare that I have read and understand Part I to Part VI of this Request for Proposal document with respect to the Engineering Consulting Services – New Landfill Site.

I also acknowledge that Part I to Part VI, inclusive, form the complete Request for Proposal document and shall be returned to The Corporation of the Municipality of Red Lake as the RFP submission.

Name(s) of each Proponent:	
Dated at the	
Dated at the (insert City/Town and Province whe	re document was signed)
This day of	
(insert date on which document was si	gned)
Signatures:	
Signature of Witness (an individual Proponent's signature must be signed before a witness who must also sign here):	Signature of Proponent (or, where there is more than one individual Proponent, one representative Proponent):
Print witness' name legibly beneath signature	Print Proponent's name legibly beneath signature By signing, I am representing that each individual Proponent (where there is more than one) has authorized me to sign on all of our behalves and we are all bound by this signature)

Part II – for use by corporate Proponents- see prior page for individuals

STATEMENT OF UNDERSTANDING (CORPORATIONS)

I am the (insert title) of the Proponent. I declare that I have read and understand Part I to Part VI of this Request for Proposal document with respect to the Engineering Consulting Service – New Landfill Site on the corporation's behalf.		
	nd shall be returned to	l, inclusive, form the complete Request for o The Corporation of the Municipality of Red
Formal, legal name of	corporate Proponent:	:
Dated at the(insert City	/Town and Province when	re document was signed)
(mocre Only	7 TOWIT GIRG T TOVINGE WHE	re document was signed)
This	dav of	. 20
(insert date	day of e on which document was	signed)
Signatures:		
	Signature(s) on beh	alf of corporate Proponent
		(Print signatory's name and title legibly beneath signature)
		c/s
		(Print signatory's name and title legibly beneath signature)
		By signing, I/we am/are representing that I/we have been duly authorized by the corporate Proponent to execute this Proposal, and that our signatures bind the corporation on whose behalf we have executed, whether or not the corporate seal is applied

PART III

ACKNOWLEDGEMENT OF ADDENDUMS

I/WE declare that I/WE have carefully examined all Addendums (as referenced in Section 2) and hereby acknowledge that these Addendums are part and parcel of any Contract to be let for all work described in this Request for Proposal document.

Addendum No. 1Addendum No. 2		Addendum No. 4	
		Addendum No. 5	
Addendum No. 3		Addendum No. 6	
) Addendum was rec		
Dated at the			
(insert City/To	own and Province where docum	nent was signed)	
This	dav of	. 20	
(insert date or	n which document was signed)	, 20	
	Signature(s) on beh	nalf of corporate Proponent	
		(Print signatory's name and title legibly beneath signature)	
		c/s	
		(Print signatory's name and title legibly beneath signature)	
		By signing, I/we am/are representing that I/we have been	
		duly authorized by the corporate Proponent to execute	
		this Proposal, and that our signatures bind the corporation on whose behalf we have executed, whether or not the	
0:	-1.5	corporate seal is applied	
Signature of/for individ		0:	
Signature of Witness (an individual Proponent's signature must be signed before a witness who must also sign here):		Signature of Proponent (or, where there is more than one individual Proponent, one representative Proponent):	
Print witness' name legibly bene	eath signature		
Fillit withess fiame legibly belieath signature		Print Proponent's name legibly beneath signature By signing, I am representing that each individual Proponent	
		(where there is more than one) has authorized me to sign on	
		all of our behalves and we are all bound by this signature)	

PART IV

Terms of Reference

Background

The Municipality of Red Lake, in partnership with Pikangikum First Nation, are seeking proposals from "Qualified Persons" as defined under the Environmental Protection Act to provide a waste management solution in the form of a new landfill site to service both communities. The landfill should have sufficient capacity to act as a regional landfill site to service the proposed catchment area as outlined in "Appendix A" with estimated annual waste volumes of 22,000 m3 for a period of 25-30 years.

The Solid Waste Management Review (2022) provides the latest insights and best practices in waste management and informs the design and operational criteria for the new landfill site. The Review can be found at: www.redlake.ca > Our Government > Plans, Reports, and Studies > Review of Waste and Recycling Management Report. Or alternatively, the direct link is: https://doc.redlake.ca/pdf/wmreview.pdf.

Scope

Activity One: Prepare Terms of Reference for Plan Components Requiring Approval Under the Environmental Assessment Act. These Terms of Reference will set a framework for the Individual Environmental Assessment.

The creation of a new landfill site requires approval under Ontario's Environmental Assessment Act. The successful proponent will prepare a Terms of Reference for any environmental assessments required to obtain approval for a new landfill site under the Act.

The Terms of Reference must:

- ensure that the objectives of the Partners are met
- elicit public and agency support
- be acceptable to the MECP
- result in the approval of an environmentally, technically, and financially sound solution

Before any environmental assessments are started the Terms of Reference must be approved by the MECP through open dialogue and consultations.

Activity Two: Complete the required Environmental Assessments and obtain approval from the MECP as required under the Environmental Protection Act and, applicable Ontario regulation.

The Proponent will undertake environmental assessments in accordance with the approved Terms of Reference. This assignment will be complete once the Environmental Assessment Act approvals are in place, up to and including an approved Environmental Compliance Approval (ECA) for a new site.

Information Required

The Proponent's proposal shall include, but need not to be limited to the following:

- 1. A brief introduction of the main team members, including strengths, relevant experience and function of each member.
- 2. The team organization clearly identifying any sub-contractors and their roles.
- 3. A project schedule including a high level summary of each significant task that will be required to complete each of the tasks.
- 4. A concise statement of the proponent's understanding of the project requirements.
- 5. A broad description of how the proponent will approach the project.
- 6. A discussion of the unique aspects of the consulting team, or its approach to the project, which might enhance the outcome of the project and add value.
- 7. The proponent shall include a draft contract of engagement with their proposal. The contract shall indicate that work to be undertaken shall be done to the satisfaction of the Municipality of Red Lake and Pikangikum First Nation (the Partners) according to the request for proposal and for the amount agreed upon by the 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.

Fee Information

The Partners will use the Qualifications Based Selection process to select its proponent. However, the following basic fee information is required:

- a) A schedule of hourly charge-out rates for each team member including payroll burden and mark-up.
- b) A list of typical disbursement charges anticipated for this project, for example:

- Project meeting cost per meeting identify attendees, mileage charges or other costs;
- 2) Survey crew charge per day trip identify crew size, labour cost, travel cost equipment charges;
- Meal allowance policy and
- 4) Other
- c) The total cost to complete the work with a breakdown between the two activities.

Evaluation Criteria

Each Proponent shall submit a completed proposal including all of the information as outlined in the Terms of Reference. The project team will review the proposals and will recommend an award based on the proposal which best aligns with the evaluation criteria listed below. Councils for the Municipality of Red Lake and Pikangikum First Nation will have the final authority for the award of the proposal.

The proposal will be evaluated as follows:

- 1) Project manager/engineer and senior designers
- Experience on similar projects, including any performance history with either Partner where such performance is documented and verifiable (eg. through past project records, evaluations, or references)
- 3) Approach, methodology and schedule
- 4) Technical support staff
- 5) Sub-contractors
- 6) Availability of key staff
- 7) Stability and reputation
- 8) Multi-disciplinary and specialty capabilities
- 9) Quality assurance
- 10) Cost or value

PART V

REFERENCES

Proponents are asked to provide a minimum of 3 references of similar contract size. If the Proponent is new in this business, alternative references may be submitted.

Reference #1		
Company:		
Contact Person:		
Address:		
City:	Province:	Postal Code:
Telephone:	Fax:	
Contract Value:		
Reference #2		
Company:		
City:	Province:	Postal Code:
Telephone:	Fax:	
Contract Value:		
Reference #3		
Company:		
Contact Person:		
City:	Province:	Postal Code:
Telephone:	Fax:	
Contract Value:		

PART VI

Signature

The Proponent has carefully examined the proposal document in its entirety and submits the **price** according to these documents.

The Proponent by this bid offers to complete the proposal as per all documents.

Name of Company or Individual(s)	
forming the "Proponent"	
Street Address or P.O. Box #	
City and Province	
Postal Code	
Dated at the	
(insert City/Town and Province where docu	ument was signed)
This day of (insert date on which document was signed	, 20
(insert date on which document was signed	d)
Signature(s) on be	ehalf of corporate Proponent
	(Print signatory's name and title legibly beneath signature)
	c/s
	(Print signatory's name and title legibly beneath signature)
	By signing, I/we am/are representing that I/we have been duly authorized by the corporate Proponent to execute this Proposal, and that our signatures bind the corporation on whose behalf we have executed, whether or not the corporate seal is applied
Signature of/for individual Proponent(s):	
Signature of Witness (an individual Proponent's signature must be signed before a witness who must also sign here):	
Driet with and a new all a right to be a settle at the size of the	
Print witness' name legibly beneath signature	Print Proponent's name legibly beneath signature

REQUEST FOR PROPOSAL

RFP 06-2025 Engineering Consulting Services – New Landfill Site

	(where the	here is more than one) has authorized me to sign on bur behalves and we are all bound by this signature)
(The Partner's Signatures are on the following page)		
		The Partners:

		Fred Mota, Mayor
		c/s
		Christine G. Goulet, Clerk
Dated at Balmertown, Ontario, this	day of	, 20

PROPONENT'S CHECKLIST

Completion (2) Original Request for Proposal Documents
Signed Statement of Understanding
Signed Acknowledgment of Addendums
References

Signature Page

Completed Submission Label for Envelope (if utilizing)

REQUEST FOR PROPOSAL

RFP 06-2025 Engineering Consulting Services – New Landfill Site

RETURN ADDRESS:	
Telephone:	
DELIVER TO:	
The Corporation of	of the Municipality of Red Lake
F	P.O. Box 1000
	2 Fifth Street
Balr	nertown, Ontario
	P0V 1C0
SEALED PROPOSAL:	
RFP – Engineering Consulting Service	es – New Landfill Site
	Municipal Use Only:
	Received By:
	Date Stamped:

Appendix A

Pikangikum—Red Lake



