REQUEST FOR PROPOSALS

RFP-MCC-2413

SUPPLY AND MAINTENANCE OF ROLL-OFF DUMPSTERS

ADVOCATE, PUGWASH, AND RIVER HEBERT TRANSFER STATIONS

MUNICIPALITY OF CUMBERLAND

UPPER NAPPAN SERVICE CENTRE
1395 BLAIR LAKE ROAD
UPPER NAPPAN, NS
B4H 3Y4

MUNICIPALITY OF CUMBERLAND

REQUEST FOR PROPOSALS

Supply and Maintenance of Roll-Off Dumpsters

Advocate, Pugwash, and River Hebert Transfer Stations

INTRODUCTION

The Municipality of Cumberland is requesting proposals from qualified firms, supply and maintain roll-off trailers for the Advocate, Pugwash, and River Hebert Construction and Demolition Transfer Stations. The Proponent will supply roll-off trailers at the above noted transfer stations and haul debris to the Cumberland Sentral Landfill located at 2052 Little Forks Rd., Little Forks Road.

This Request for Proposal (RFP) and supporting documents supplied with it define both the form and content required of your proposal. We urge you to structure your response in accordance with the terms of this RFP. It will be by these criteria that we will determine whether a Proposal is complete, appropriate and competitive. **Proposals that do not conform to these terms and conditions may be given lesser weight than others, or may be rejected.**

This document is not intended to limit the content of your Proposal, but rather, to provide a common framework for the Municipality to assess each Proposal in a professional manner in a demonstrably fair process. You may provide unsolicited information if you consider it to be relevant.

Proposal packages may be subject to disclosure under the Province's "freedom of information" legislation. By submitting a Proposal, the Proponent agrees to the appropriate disclosure of the information supplied, subject to the provisions of the governing law. The Municipality cannot guarantee the confidentiality of the complete content of any Proposal after the procurement has been awarded to the successful Proponent.

SECTION 1 - TERMS AND CONDITIONS

SUBMISSION OF PROPOSALS

The following is to be used in the preparation and submission of a proposal for Supply and Maintenance of Roll-Off Dumpsters at Advocate, Pugwash, and River Hebert Transfer Stations.

1. Completed vendor proposals and other correspondence should be submitted to:

   MUNICIPALITY OF CUMBERLAND
   UPPER NAPPAN SERVICE CENTRE
   1395 BLAIR LAKE ROAD
   UPPER NAPPAN, NS
   B4H 3Y4

   ATTENTION: Mr. JUSTIN WAUGH-CRESS, P. ENG.
   DIRECTOR, PUBLIC WORKS

   Any proposals submitted by fax or telephone will not be accepted under any circumstances.

2. Proposals may be submitted in a sealed envelope clearly marked **"Supply and Maintenance of Roll-Off Dumpsters Advocate, Pugwash, and River Hebert Transfer Stations"**.

3. Please provide **two (2) hard copies** and **one (1) PDF electronic copy** of your proposal.

4. Proposals may be submitted electronically, in a PDF document, to the below email. It is the responsibility of the vendor to confirm receipt of their proposal by the Municipality. This email address is for document submission only.

   procurement@cumberlandcounty.ns.ca

   The vendor agrees that the electronic signatures of the vendor on this document is intended to have the same force and effective as manual/original signatures. Delivery of an executed copy of a proposal by electronic means permitted in this request for proposals constitutes valid and effective delivery.

5. **Closing Time and Date:**

   Proposals are due and will not be accepted any later than **2:00 pm local time on Tuesday June 4, 2024**.

6. Late proposals will not be accepted and will be returned unopened.

7. Proposals must be submitted on firm letterhead duly signed by an authorized person.

8. Proposals will be opened publicly, on **Tuesday June 4, 2024** at Upper Nappan Service Centre, 1395 Blair Lake Road, Upper Nappan, NS, immediately following closing at 2:00 pm local time. The opening of proposals at that time is to publicly record receipt of them. Details of the submissions will not be publicly disclosed at that time.

9. **Terms and Conditions**
   The terms and conditions of the Supply and Maintenance of Roll-Off Dumpsters Advocate, Pugwash, and River Hebert Transfer Stations proposal submitted by you are to remain firm and irrevocable from the proposed closing date for a period of **60 days**, if you receive our letter of acceptance, become part of the contract with the Municipality, expiring at the completion of the work identified in the proposal.

PROPOSAL REGULATIONS

1. Submission of a Proposal indicates acceptance by the submitter of all the conditions contained in this RFP unless otherwise clearly and specifically noted in the Proposal submitted.

2. **Municipality's Right to Reject**

   The Municipality of Cumberland reserves the right, without prejudice,
   - to accept any Proposal,
   - to reject any or all Proposals,
   - to not be obligated to accept the lowest Proposal,
   - to accept any Proposal that it considers to be in its best interests.
   - to waive formality, informality or technicality in any Proposal.
   - to reject any proposal that it feels incapable of providing the necessary resources to perform the work in a satisfactory manner.

   Proponents may be required to demonstrate financial stability, authorization to provide the services being acquired, and/or regulatory agency approval or registration as needed or otherwise clarify the Proponent's capability to satisfy the invitation requirements.

Acceptance is subject to the approval of the Municipal of Cumberland Council.

3. No adjustments will be allowed to any submitted Proposals. Proposals, however, may be withdrawn by written request prior to the submission of proposals closing date and time.

4. Late proposals will be rejected.

5. The submitter must be prepared to include in the contract for services any oral or written representations, undertakings or guarantees that are made prior to the final agreement, including the entire response to this RFP, or parts thereof.

6. Proposals not completed in permanent, unalterable form of print will be rejected.

7. The Municipality of Cumberland shall pay no fee to any firm for the preparation and delivery of its Proposal in response to the Municipality's RFP. The Municipality will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent because of, or arising out of data/information collection, the submission of any proposal, or due to the Municipality not accepting or rejecting any proposal.

8. In case of any disputes over the completeness, accuracy and/or interpretation of this RFP, the versions of such documents held by the Municipality will be considered correct. Information, offers, commitments or instruction obtained by any source other than the Municipality of Cumberland will not be binding on the Municipality. Inquiries regarding this request for proposals can be directed to:

   Name: Shelby Hum
   Address: 1395 Blair Lake Rd, Upper Nappan, NS B4H 3Y4
   Telephone: (902) 667- 3204
   Email address: shelbyhum@cumberlandcounty.ns.ca

   Enquiries and responses given may be recorded and may be distributed to all other Proponents as Addenda. No responses shall be binding on the Municipality unless made in writing. All enquiries regarding the interpretation of these Terms and Conditions, general procurement policy or procedures must be made to the Municipality of Cumberland.

9. It is the responsibility of all Proponents to check the Municipality of Cumberland web site (www.cumberlandcounty.ns.ca) and the Nova Scotia provincial procurement website on a regular basis for any addendums or information releases for this RFP. No addendums or other relevant information will be issued **within 48 hours of the RFP**

closing date and time.

10. It is mandatory to complete **Section 3 - PROPOSAL REQUIREMENTS**.

SECTION 2 – SCOPE OF WORK

1. Background

The Municipality of the County of Cumberland (MCC) operates three construction and demolition (C&D) transfer stations. The transfer stations are located at:

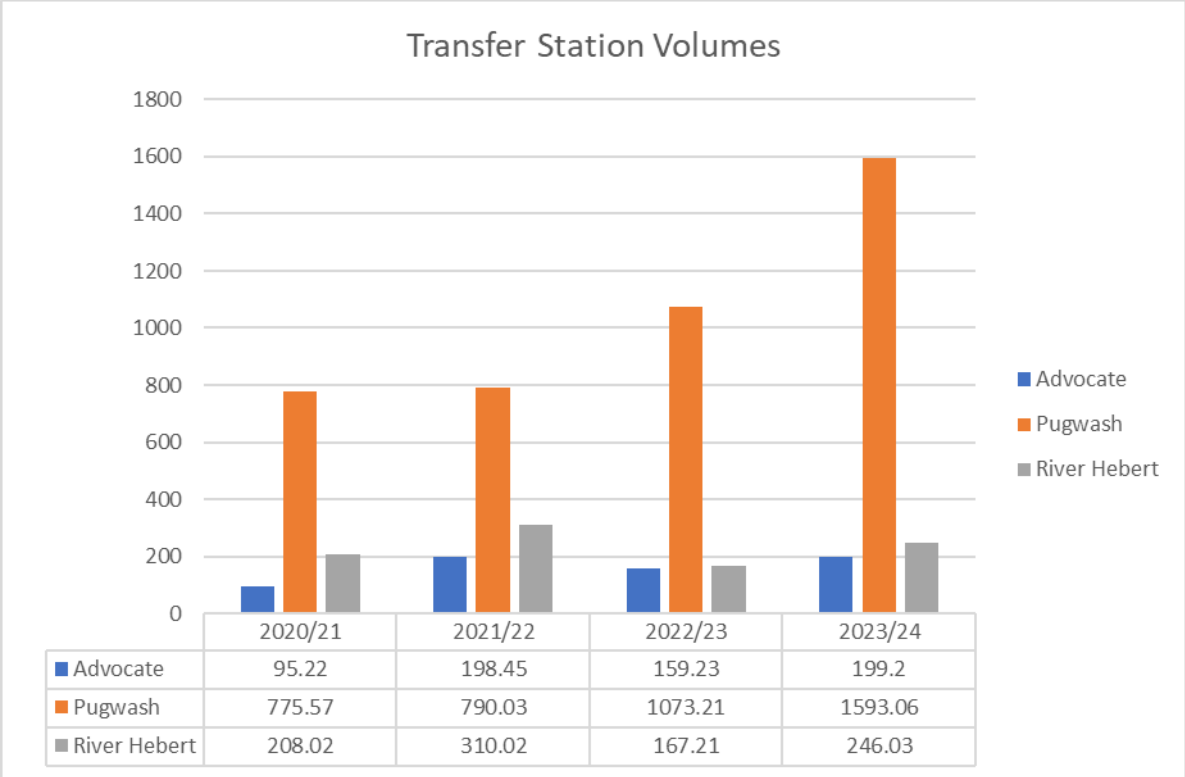
4472 Highway 209, Advocate Harbour
395 Irish Town Rd., Gulf Shore
142 Dump Rd., River Hebert

The Government of Nova Scotia has approved changes to how construction and demolition (C&D) debris is managed in Nova Scotia. As a result of these regulation changes, C&D transfer stations now require an approval to operate issued by Nova Scotia Department of Environment and Climate Change.

MCC has obtained approval to operate the Pugwash and River Hebert Transfer Stations and is in the process of obtaining an approval to operate the Advocate Transfer Station. The following are conditions placed within the approval to operate that the scope of this RFP is intended to satisfy:

> *11f. The Approval Holder(s) shall strictly be limited to storing waste in containers at the Site. All containers storing waste on Site shall be protected from precipitation and be water-tight so that leakage is not possible to escape into the environment. Storing waste directly on the ground is prohibited under any circumstance.*
>
> *11g. The Approval Holder(s) shall be restricted to storing and transferring and are not to undertake any separation of treated wood from incoming shipments. Treated wood shall only be accepted at the facility in pre-sorted dedicated loads.*
>
> *11h. Any leachate that accumulates and exists within the containers shall be removed from the Site with the solid waste(s) and disposed of in a manner deemed acceptable by the Department.*

The transfer stations have historically been operated by placing C&D debris in separate piles and hauling the debris to the Cumberland Central Landfill as required. The following figure shows historic volumes of debris hauled from each site:



	2020/21	2021/22	2022/23	2023/24
Advocate	95.22	198.45	159.23	199.2
Pugwash	775.57	790.03	1073.21	1593.06
River Hebert	208.02	310.02	167.21	246.03

Proposed site layouts are attached as Appendix A.

The transfer stations currently operate two days a week, the current schedules for each site are:

- Pugwash Tuesday and Saturday 8:30 am – 4:30 pm
- Advocate Friday and Saturday 8:30 am – 4:30 pm
- River Hebert Friday and Saturday 8:30 am – 4:30 pm

2. Project Scope

The project scope is:

1. Supply roll-off dumpsters that are watertight when their doors are closed and sealed and have a retractable cover that prevents accumulation of precipitation within the trailer. Trailers shall be supplies to each transfer station as follows:
    a. Pugwash Transfer Station
        i. Three 40 yard trailer for C&D
        ii. One 40 yard trailer for treated lumber
        iii. One 20 yard trailer for shingles
    b. River Hebert Transfer Station
        i. Two 20 yard trailer for C&D

ii. One 20 yard trailer for treated lumber
iii. One 20 yard trailer for metal/white goods
iv. One 20 yard trailer for shingles

c. Advocate Transfer Station
i. One 20 yard trailer for C&D
ii. One 20 yard trailer for treated lumber
iii. One 20 yard trailer for metal/white goods
iv. One 20 yard trailer for shingles

2. Haul materials from each transfer station to Cumberland Central Landfill located 2052 Little Forks Rd., Little Forks Road and return roll-off dumpster to transfer station empty.
   a. Bins must be serviced outside of transfer station operating hours.
   b. During summer months dumpsters may need to be serviced more frequently, specifically the Pugwash dumpsters.
   c. Dumpsters to be replaced in the same location and orientation as they were taken when returned to the site.
   d. Scale tickets, clearly indicating the site of origin and type of material, from the Cumberland Central Landfill will be provided electronically to MCC within 24 hours of the load arriving at the landfill.
   e. Tipping fees at landfill will be paid directly by the Municipality.
   f. Work shall be invoiced monthly based on actual loads hauled multiplied by unit price supplied in Proposal Form.
3. The Proponent will be responsible for maintenance and repairs to the dumpster. The Proponent will respond to damage to the door seals, tarp, or any portion of the dumpster that is necessary to maintain the requirements of the Approval to Operate within 24 hours of notification by MCC.
4. Contract will be 24 months with possibility of extension for an additional 12 months. Contract start date will be September 12, 2024.

3. Deliverables

The key deliverables will be:

- Roll-off dumpsters delivered to each site before September 12, 2024.
- Haul waste from transfer stations to Cumberland Central Landfill as required.
- Provide weigh scale tickets from Cumberland Central Landfill clearly identifying source of materials.
- Annual report confirming all dumpsters have been inspected and comply with the requirements of the approval to operate, maintenance completed on each dumpster, and any emergency repairs conducted. Report to be supplied to Municipality January 15 of each contract year.
- An emergency contact that can be reached during operating hours of the transfer stations.

SECTION 3 – PROPOSAL REQUIREMENTS

Please provide the information requested below in the proposal submission.

1. **Company Profile and References**

    - Provide a general description of your company, including the structure and size.
    - Indicate the size and make-up of the local staff to be assigned to the work including the names of any sub-contractors or partners that would be utilized.
    - Detail the extent of the team's relevant experience.
    - Please list your major municipal clients and references that would relate to this project.
    -

2. **Methodology and Approach**

    - Outline the methodology and approach to this scope of work.
    - Explain how you would plan to produce each of the required deliverables.

3. **Project Work Plan and Schedule**

    - Provide a detailed plan for conducting the work, with a schedule that will meet the implementation date identified above.
    - Identify challenges and risk and proposed measures to mitigate.

4. **Project Fees**

    The proposal should provide costing in the provided form. Pricing provided shall be unit price for one trip hauling dumpster from transfer station to Cumberland Central Landfill, depositing material, and returning dumpster to transfer station. Pricing shall include all mobilization, dumpster rental costs, maintenance and repair, and incidental labor, tools and materials required to comply with scope of work and deliverables.

5. **Evaluation Criteria**

    Each response to this Request for Proposal will be evaluated by the Municipality to determine the degree to which it responds to the requirements as set out. Because this is a Request for Proposal, other factors in addition to price will be considered when submissions are evaluated. Factors to be considered are as follows:

Criteria	Weighting
Qualifications, References, Experience	**15%**
Methodology and Approach	**15%**
Work Plan and Schedule	**20%**
Cost	**50%**

6. Termination

If the Respondent fails to comply with any of the terms and conditions set forth in this document, the Respondent will be notified in writing and will be given fifteen days to comply with the violated sections. At the expiration of the stated 15 day period, if the Respondent has not complied with same to the satisfaction of the Municipality, the Contract will be terminated. Any termination of the Contract by the Municipality as aforesaid shall be without prejudice to any other rights or remedies the Municipality may have.

7. General

Provide any other information and/or comments which you feel are appropriate for the Municipality to consider in making its decision.

8. Safety Certification

a. Submit with Proposal a copy of Proponent's current and valid Letter of Good Standing issued jointly by the Nova Scotia Construction Safety Association, or a recognized safety certified company such as the Nova Scotia Construction Safety Association, and the Province of Nova Scotia Department of Labor.

b. Out of province companies shall submit, with their Proposal, a current and valid Letter of Good Standing from their province of origin or from a recognized Safety Association which utilizes an external audit element.

c. Out of province companies may obtain a Letter of Good Standing from the Nova Scotia Construction Safety Association, or a recognized safety certified company, upon submission of documentation verifying training and compliance with the NS OH&S Act and Regulations

d. In any event, out of province Proponents will have to satisfy and provide proof from the Nova Scotia Construction Association in respect to their safety status prior to being awarded a contract.

9. Workers' Compensation

A certificate of good standing with the Workers' Compensation Board of Nova Scotia **must** be provided by the successful Proponent prior to execution of the Contract.

10. Insurance Certificate

A valid certificate showing at least $5,000,000 liability, **with the Municipality of the County of Cumberland named under additional insured, must** be provided by the successful Proponent prior to the execution of the Contract.

	Item	Unit Pricing
1	40 Yard Trailer – Haul and Return from Pugwash Transfer Station – Year One (September 2024 -September 2025)	
2	20 Yard Trailer – Haul and Return from Pugwash Transfer Station – Year One (September 2024 -September 2025)	
3	20 Yard Trailer – Haul and Return from Advocate Transfer Station – Year One (September 2024 -September 2025)	
4	20 Yard Trailer – Haul and Return from River Hebert Transfer Station – Year One (September 2024 -September 2025)	
5	40 Yard Trailer – Haul and Return from Pugwash Transfer Station – Year Two (September 2025 -September 2026)	
6	20 Yard Trailer – Haul and Return from Pugwash Transfer Station – Year Two (September 2025 -September 2026)	
7	20 Yard Trailer – Haul and Return from Advocate Transfer – Year Two (September 2025 -September 2026)	
8	20 Yard Trailer – Haul and Return from River Hebert Transfer – Year Two (September 2025 -September 2026)	
9	40 Yard Trailer – Haul and Return from Pugwash Transfer Station – Year Three (September 2026 -September 2027) PROVISIONAL	
10	20 Yard Trailer – Haul and Return from Pugwash Transfer Station – Year Three (September 2026 -September 2027) PROVISIONAL	
11	20 Yard Trailer – Haul and Return from Advocate Transfer – Year Three (September 2026 -September 2027) PROVISIONAL	
12	20 Yard Trailer – Haul and Return from River Hebert Transfer – Year Three (September 2026 -September 2027) PROVISIONAL	

The Proponent agrees to commence work within 15 days of written notification of award.

Addenda No. _____ to _____, inclusive were carefully examined.

SIGNATURES DATED THIS _____ DAY OF May 2024.

[Seal]

Name of Firm Proposing	Signature of Signing Officer
	Name and Title of Signing Officer (Printed)
Witness	Name and Title (Printed)
Witness	Name and Title (Printed)
Company Address	Telephone No.
	E-mail

**NOTE: *Proposals submitted by or on behalf of any Corporation must be signed and sealed in the name of such Corporation by a duly authorized officer or agent of the Corporation.*

……End of Request for Proposal ……