REQUEST FOR QUOTATION RURAL MUNICIPALITY OF PINEY

Rural Municipality of Piney

Transfer Station Operator for:

Woodridge

Piney/Menisino

Sprague/South Junction

Date of Issue: September 16th, 2024

Date of Close: October 4th, 2024

Request for Quotation Rural Municipality of Piney

Issue Date: September-16-24 Closing Date: October 4, 2024

Closing Time: 1:00pm CST

Introduction

The RM of Piney is located in the southeastern corner of the Province and encompasses an area

approximately 2,434 square kilometres. There are three transfer stations located in the Municipality:

Sprague/South Junction

Piney/Menisino

Woodridge

Request for Quotations (RFQ) are currently being accepted for the collective operation of three transfer

stations within the RM of Piney, they include Sprague/South Junction, Piney/Menisino, and Woodridge.

By submitting a quote, the Contractor agrees to provide the "Services" and the Contractor agrees to

provide the Services to the standards and on the terms and conditions set out. The Contractor agrees to

enter into a Services Agreement with the Municipality.

Outline

The Council of The RM of Piney is seeking RFQ's from interested Contractor(s) to provide

supervisory/gatekeeper and general cleanup services for the three transfer station sites. The transfer

station sites and weekly hours are as follows:

Woodridge/St. Labre/Carrick: E 1/2 of SE 1-4-10E

Opened on Wednesdays and Sundays. TIME: 10:00 A.M. to 6:00 P.M. Daylight Savings Time

Opened on Wednesdays and Sundays. TIME: 9:00 A.M. to 5:00 P.M. Central Standard Time

Piney/Menisino: E 1/2 of SE 6-2-11E

Opened on Tuesday and Saturdays. TIME: 10:00 A.M. to 6:00 P.M. Daylight Savings Time

Opened on Tuesday and Saturdays. TIME: 9:00 A.M. to 5:00 P.M. Central Standard Time

Sprague/South Junction/Middlebro: SE 19-1-14E

Opened on Thursday and Sunday. TIME: 10:00 A.M. to 6:00 P.M. Daylight Savings Time

Opened on Thursday and Sunday. TIME: 9:00 A.M. to 5:00 P.M. Central Standard Time

Operation Services

1. Facility Opening and Closing

- 1.1 Prior to opening the transfer station, the Contractor must ensure that:
 - 1.1.1 The entrance area is free of litter and any other non-essential items
 - 1.1.2 All directional signage are visible to the public.
 - 1.1.3 The site is safe for public use.
- 1.2 After closing the transfer station to the public, the Contractor must ensure that:
 - 1.2.1 All persons and vehicles have left the premises
 - 1.2.2 All access gates are securely locked.
 - 1.2.3 All lids and doors are securely closed.
 - 1.2.4 All segregated materials are stored neatly and in a well contained manner.
- 1.3 The contractor is responsible for the opening and closing of the transfer station site on the days and hours specified.
- 1.4 The contractor is responsible for dismantling and reestablishing any wildlife deterrents before opening the transfer stations and reestablishing upon closure of the transfer stations.
- 1.5 The contractor is responsible for reestablishing operable services from damages done by wildlife at the waste transfer stations.
- 1.6 The contractor must maintain a key inventory list. This list shall include the number of keys issued to subcontractors or employees, the name of the party receiving a key, the date issued and the date returned. It is the contractors' responsibility to maintain care and control of keys issued. The key inventory list shall be provided to the RM of Piney every six months or upon request by the RM.

2. General Site Operation

- 2.1 The Contractor is expected to assist in the promotion of recycling initiatives at each site. There are designated locations for the segregation of material at each transfer station. It is the responsibility of the Contractor to ensure that customers entering the transfer stations are directed to the appropriate disposal and/or recycling areas. If the customers dispose of recyclable materials in areas designated for disposal, the Contractor shall, where possible, retrieve the recyclables and deliver the material to the designated areas for that material.
- 2.2 The Contractor must ensure that waste is deposited in specified areas. It shall the contractor's responsibility to ensure that the site remains clean and waste is deposited in an organized fashion.

- 2.3 The Contractor will be expected to do general clean up during their scheduled days as follows:
 - a) pick up litter and waste on and within 50 meters of the active waste disposal site, sorting stations, attendant building, recycling sheds, driveways and entrance gate as needed, keeping the site clean and litter free. The standard applied will be if any randomly selected 10 meter by 10 meter location having an accumulation of greater than 2 articles of litter or waste, regardless of size;
 - b) snow clearing when accumulations exceed 4 inches or more near the attendants shed, recycling bins, sorting bins and entrance gate. At all times the area is to be kept clean, accessible and safe.
- 2.4 Ensure no scavenging activities occur within the site area;
- 2.5 Minor repairs/adjustments to the entrance gate
- 2.6 The Contractor must ensure that no dead animal carcasses, pesticide containers, toxic waste, radioactive waste, waste soil or commercial chemicals are deposited at the waste disposal site;
- 2.7 The Contractor must ensure that no unauthorized burning takes place at the sites. All burning shall be conducted by the RM of Piney Fire Service. The Contractor must immediately notify the RM of any unauthorized burning.
- 2.8 The Contractor must fill out incident reports when requested and as provided for by the Municipality.
- 2.9 No firearms or ammunition is permitted at the waste disposal site.
- 2.10 The contractor shall adhere to applicable RM policies and procedures, including the "Drug & Alcohol Free Workplace Policy".

3. Inspection

- 3.1 The Contractor shall;
 - 3.1.1 Visually inspect all persons entering and leaving the transfer stations regardless of destination or objective.
 - 3.1.2 Communicate with all persons entering each site in such a manner as to ascertain their purpose at that transfer station. The Contractor must ensure those entering the site are residents/ratepayers of the Municipality or an approved jurisdiction.
 - 3.1.3 Inquire as to the nature and source of materials being delivered to the transfer station visually and by verbal communication.

- 3.1.4 Direct customers to the appropriate disposal and/or recycling location at the transfer station to deposit the material being delivered to the facility.
- 3.1.5 Observe customers to ensure that materials are being placed in the appropriate disposal and/or recycling locations at each site and that no prohibited waste is left at these locations.
- 3.1.6 Reject loads that contain material that is not suitable for disposal or recycling at the site.

4. Recycling

- 4.1 The Contractor shall;
 - 4.1.1 Ensure the recycling bins are tidy, clear access and that all materials are organized.
 An area of 10 meters around the recycling bins is kept tidy, clean and free of all waste or recyclables.
 - 4.1.2 Ensure that all recyclables are bag in clear or blue bags. This clause does not apply to cardboard, bound bundles of paper or glass. No black bags can be placed in the recycling bins.
 - 4.1.3 If a transfer station customer improperly places recyclable or divertible material in the household waste bin, the Contractor must, where possible, retrieve and set aside the recyclable or divertible material and deliver this material to the appropriate location(s) when possible, without compromising regular operations or safety.
 - 4.1.4 Minor repairs and the installation of recycling signs supplied by the RM are the responsibility of the Contractor.

5. Waste Sorting Stations

- 5.1 The Contractor must;
 - 5.1.1 Ensure the following material are placed in the waste sorting stations:
 - 5.1.1.1 Bulk Metal
 - 5.1.1.2 Passenger and Light Truck Tires
 - 5.1.1.3 Off-the-Road (OTR) Tires
 - 5.1.1.4 Paint
 - 5.1.1.5 Oil, Oil Filters and Oil Containers
 - 5.1.1.6 Batteries
 - 5.1.1.7 Electronics

5.1.1.8 Shingles

5.1.1.9 Propane Tanks/Cylinder

- 5.1.2 Ensure that material placed in the sorting stations is placed first at the farthest back point, with future material being placed in front of the previous material and in an organized fashion.
- 5.1.3 It shall be the contractor's responsibility to rectify improperly placed material.
- 5.1.4 Passenger and light truck tires are to be stacked neatly to a height not to exceed 7 tires. It is the responsibility of the contractor to ensure that no tires are accepted with the rims.
- 5.1.5 Semi tires are to be stacked neatly to a height not to exceed 5 tires.
- 5.1.6 OTR tires are to be stacked in an orderly fashion, height shall be determined by the tires size. OTR tires must not be stacked higher than 100 cm high.
- 5.1.7 Oil pails are to be emptied in the used oil vault, lids removed from the pails and pails stacked. Once stacked they are placed on their side to prevent the accumulation of water. The oil vault lid is to be closed at the end of each day. All oil filters, small oil containers and lids are to be bagged in clear bags.
- 5.1.8 All batteries are to be placed off the ground on a pallet.
- 5.1.9 Paint cans or pails that are empty and dry shall be placed in the appropriate recycling location. Residential paint shall be accept with the lids on, and stacked to a height not to exceed 6 cans high for 1 gallon sized cans and 2 pails high for 5 gallon pails. No commercial grade paint can be accepted.
- 5.1.10 Prior to daily operation, the sorting stations will be cleaned, organized and prepared for the acceptance of waste material.

6. Burnable Site

- 6.1 The contractor must insure that separated and readily combustible materials such as boughs, leaves, straw, paper products, cardboard, non-salvageable wood and packaging materials derived from wood are placed in the designated burn area;
- 6.2 The contractor is responsible to ensure that no garbage, rubber tires, railway ties, plastic, derelict vehicles and like large metal objects, waste oil and pesticide containers are placed in the burn area;
- 6.3 All burning at the site shall be conducted by the RM of Piney Fire Services.

7. Logs

7.1 The Contractors must maintain a daily Log which includes the residents or ratepayers name, closest community, vehicle license plate number and approximate volume and type of waste being delivered.

8. Utilities

- 8.1 The Contractor is responsible for providing potable water, electricity, and communication means for the attendant(s).
- 8.2 The RM of Piney is responsible for providing portable toilets and their maintenance. The Contractor shall be responsible for providing toiletry supplies for use by the attendant(s) and general cleaning of the portable toilets.
- 8.3 The RM of Piney shall provide one insulated shelter per location. The RM of Piney retains ownership of the shelter and no alterations to the shelter are permitted without written consent from the RM of Piney. The contractor is responsible to ensure that the shelters are kept clean, safe and free of clutter.

9. Customer Service

- 9.1 The Contractor must develop and implement a code of conduct for any representatives of the contractor. A copy of the code of conduct must be submitted to the RM of Piney.
- 9.2 The Contractors must conduct themselves in a professional and courteous manner towards customers and other contractors at all times.
- 9.3 Assist customers who are physically unable to safely dispose of their material.

Contractor Obligations

The Contractor is an independent contractor, none of the terms and services outlined here in establish an employee/employer relationship. The Contractor shall perform all obligations and provide the Services in a professional manner satisfactory to Piney, and shall comply with all reasonable direction and requests of Piney.

1.Staff

1.1 The Contractor must provide sufficient persons as are required to perform the Services, and to perform it safely and efficiently. The Contractor shall supervise any person performing the work or providing services or materials in connection with this Agreement and the Services. Such persons must be fully trained by the Contractor and licensed to perform the Services as well as be 18 years or older. The Contractor must also ensure that such persons

- comply at all times with this Agreement in the performance of the Services. The Contractor shall be responsible for any action or default of any person performing the Services.
- **1.2** The Contractor represents and warrants that he possesses the necessary skills, expertise, experience, equipment and labour to perform the Services to the Standards in accordance with the terms outlined.
- **1.3** The Contractor shall pay all claims for the costs of work, services or materials provided by any person who performs any work or provides any services or places or furnishes material in respect of the Services here outlined.

2.Training

- **2.1** The Contractor must ensure that at least one person at the facility has the Landfill Operations Basics (LOB) certification or equivalence while the sites are open;
- **2.2** The Contractor shall be granted 6 months from the start of the contract to achieve certification or equivalence requirements outlined in Section 2.1;
- **2.3** The Contractor shall provide the municipality with copies of the LOBs outlined in Section 2.1 prior to the expire of the 6-month period;

3.Payment

- 3.1 The Contractor shall invoice monthly at the end of the month for services rendered. The Municipality shall provide payment within 30 days of receipt of the invoice.
- 3.2 The Municipality shall hold the equivalent of one month's invoice amount in lieu of performance bond. This payment shall be released upon completion of the terms of the contract.

4. Confidentiality

4.1 The Contractor must treat as confidential all information, data, reports, documents and materials acquired or to which access has been given in the course of, or incidental to, the performance of the Services;

5.Penalties

- 5.1 The Contractor shall be liable for penalties as deemed applicable by the RM of Piney for services not rendered or incomplete services rendered.
- 5.2 It will be at the discretion of the RM of Piney to provide notice for deficient services rendered and each incident shall be without precedent.
- 5.3 The penalties section shall form part of the contract, agreed to & attached as Schedule "A".

6.Insurance and Indemnity Requirements

- 6.1 The Contractor must procure and maintain, at their expense and cost the insurance policies listed. The insurance policy or policies shall be maintained continuously from the commencement of the work until total completion of the work or such longer period as may be specified by the RM of Piney.
- 6.2 The Contractor must provide proof of current Workers Compensation coverage prior to commencement of work and must maintain such coverage during the term of the Agreement.
- 6.3 The Contractor must provide a copy of their Health and Safety Plan prior to commencing work.
- 6.4 The Contractor is responsible to have a comprehensive safety training program for all representatives and employees of the contractor. In addition, it is the responsibility of the contractor to provide wildlife awareness & safety training to its representatives.
- 6.5 The Contractor must be aware of all Workplace Health and Safety regulations related to the work and must comply with all the relevant regulations while carrying out the work on behalf of the RM of Piney.
- 6.6 The Contractor agrees to be the "Prime Contractor" as defined in the Workers Compensation Act.
- 6.7 The Contractor must maintain at their expense and cost Comprehensive General Liability Insurance in the amount of not less than \$2,000,000 inclusive per occurrence for bodily injury or property damage, exemptions shall not be permitted without the written approval of the RM of Piney.
- 6.8 The insurance policies required shall provide that the RM of Piney be named as an Additional Insured there under and that said policies are primary without any right of contribution for any insurance otherwise maintained by the RM of Piney.
- 6.9 The Contractor shall require each of its Sub-Contractors to provide comparable insurance that is set for herein.

<u>Close</u>

Sealed Quotations will be received by the CAO of the Rural Municipality of Piney.

Completed Quotations must be submitted by October 4th, 2024 at 1:00pm to:

Rural Municipality of Piney
Attention: Martin Van Osch, C.A.O.
PO Box 48
Vassar, MB ROA 2J0

The outside of each Quotation must be clearly labeled:

"Quotation for Transfer Stations Operator", submitted by______.

Schedule "A"

Failure to Provide Services

Penalty

Unless specified here in, if the contractor fails to comply with any provision of the established agreement, the RM of Piney may give the contractor notice of the particulars of default in accordance to the agreement.

Prescribed penalties as outlined for the following Sections of the RFQ:

1.1.1 entrance free of litter	\$25.00
1.1.3 WDG safe for public use	\$50.00
1.2.2 access gate is securely locked	\$50.00
1.2.3 all lids and doors are securely locked	\$25.00
1.2.4 segregation of material, stored neatly	\$50.00
1.3 late opening WDG	\$50.00
1.3 failure to open WDG	\$500.00
1.4 failure to maintain a key inventory list	\$50.00
1.4 failure to provide list to RM every six months	\$50.00
2.2 failure to ensure that waste is unloaded in one area	\$50.00
2.3 a) failure to pick up litter	\$50.00
2.3 b) failure to clear snow	\$50.00
2.4 allow scavenging activities	\$100.00
2.6 failure to ensure prescribe items are not deposited	\$250.00
2.7 failure to ensure no burning	\$250.00
2.8 failure to file incident report as requested	\$50.00
2.9 possession of firearm or ammunition	\$50.00
4.1.1 failure to keep bins tidy	\$25.00
4.1.1 failure to ensure clear access	\$25.00
4.1.1 failure to organize the material	\$25.00
4.1.1 failure to keep the area around the recycling bins clean	\$25.00
4.1.2 failure to clean and sweep	\$50.00

4.1.3 failure to ensure only blue or clear bags	\$25.00
4.1.3 failure to bag loose recyclables	\$25.00
5.1.1 failure to ensure that material is placed in correct location	\$100.00
5.1.2 failure to ensure that material is placed farthest back first	\$50.00
5.1.3 failure to rectify improperly placed material	\$25.00
5.1.4 improper stacking of tires	\$25.00
5.1.4 accepting tires with rims	\$10.00
5.1.5 improper stacking of tires	\$25.00
5.1.6 improper placement of tires	\$25.00
5.1.7 failure to empty oil pails & containers	\$50.00
5.1.7 failure to properly stack or bag	\$50.00
5.1.7 failure to close oil vault lid	\$50.00
5.1.8 failure to properly store batteries	\$50.00
5.1.9 failure to sort dry or empty paint cans	\$25.00
5.1.9 failure to properly stack paint cans or pails	\$25.00
5.1.9 accepting commercial grade paint	\$50.00
5.1.10 failure to clean or organize sorting stations	\$50.00
6.2 improperly place waste in burn section	\$50.00
7.1 failure to maintain daily log	\$100.00
7.1 failure to collect outlined information	\$25.00
8.1 failure to supply the outlined essentials	\$50.00
8.2 failure to supply toilet supplies or cleaning	\$50.00
8.3 altering the shelter without written permission	\$1,000.00
12.1 failure to maintain insurance coverage listed	\$500.00
12.2 failure to maintain Workers Compensation coverage	\$500.00