

Village of Fundy-St. Martins
SOLID WASTE AND DISPOSAL SERVICES

TENDER CLOSING DATE: WEDNESDAY DECEMBER 20, 2023

GENERAL REQUIREMENTS:

The Village of Fundy-St. Martins is accepting tenders for Solid Waste Collection and Disposal services for approximately 5,200 people (number of households to be confirmed by the contractor) for a **three (3) year term, from February 1, 2024 until December 31, 2026**, with the option to renew for **four (4) additional one (1) year terms** upon written agreement by both parties. Pricing shall be subject to negotiation of a satisfactory contract price not to exceed the tendered price plus any published increase in the New Brunswick Consumer Price Index or additional number of homes.

During the continuance of this agreement, collection and disposal service is to be provided on every road, either provincial, municipal, or private within the specified areas outlined on the attached boundary map. The contractor should have equipment suitable to service all private roads.

***Collection and Disposal will be for the entire Fundy-St. Martins entity including the previous Village of St. Martins (Ward 4) and the Local Service Districts (LSDs) of Simonds, Fairfield and St. Martins (Wards 1,2,3 respectively) including any side streets. A map of the new entity is included.*

TENDER SUBMISSIONS:

1. Tenders shall be in a sealed envelope clearly stating the Tender Name, Tender Closing Date and Company's Name on the front of the envelope and addressed as follows:
2. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
3. All tenders shall either be mailed or personally delivered to the office of: Fundy-St. Martins 73 Main Street, St. Martins, NB, E5R 1B4 whereupon the CAO will be date and time stamp the tender. It is the responsibility of the Contractor to ensure that tenders are in the possession of the CAO or delegated staff member on or before the latest time stated in the Tender Call documents. An official receipt will be issued to the Contractor for those tenders delivered personally to validate the time and date of receipt. A tender shall be deemed to have been received when the envelope has been stamped with the time and date of receipt.
4. Tenders received after the time and date specified shall be rejected.

TENDER CLOSING:

Tenders must be received at the office of the CAO not later than the 20th day of December, 2023 at 2p.m., at which time the tenders will be opened.

CONTRACT TERM:

The contract shall begin February 1, 2024, until December 31, 2026. Due to the Municipal Reform the previous Village of St. Martins, the LSDs of Simonds, Fairfield and St. Martins amalgamated to form Fundy-St. Martins effective January 1, 2023.

INSURANCE:

1. The Contractor agrees that it shall provide and maintain, at all times during the term of this Agreement, Motor Vehicle Public Liability Insurance and Comprehensive General Liability Insurance for an amount of no less than Five Million Dollars (\$5,000,000.00) per occurrence, in form and by insurers satisfactory to the Community of Fundy-St. Martins and shall promptly on demand provide the Village of Fundy-St. Martins with evidence of the same.
2. Proof of insurance, copy of vehicle registration, current motor vehicle inspection papers shall be provided to the Village of Fundy-St. Martins ten {10} days after notification of award. A copy of the Contractors insurance certificate must include:
 - Cross Liability Clause
 - Contingent Employers Liability
 - Property Damage on an Occurrence Basis
 - Personal Injury
 - Contractor's Protective Liability
3. The Contractor shall be responsible to arrange, pay for and maintain during the term of the agreement the public liability and property damage insurance as described in paragraph (1) above.
4. Insurance contracts shall be procured from, and the premiums paid to a resident agent of an insurance company licensed to do business in the Province of New Brunswick.
5. All policies of insurance required herein shall provide that they are not amendable or terminable without at least sixty {60} days prior notice to the Village of Fundy-St. Martins

CONTRACTORS OBLIGATIONS:

The Contractor shall provide proof of coverage under WorkSafe New Brunswick, as well as providing their WSNB number. The Contractor must maintain good standing with WorkSafe NB and issue certificate accordingly. The Contractor must comply with all regulations under the Occupational Health and Safety Act.

The Contractor shall be deemed to have inspected the territory and satisfied himself as to the nature of the work in general, to have obtained all necessary information on all conditions affecting this tender.

The Contractor is also responsible to determine the correct number of homes within each area as per the attached map.

DAMAGES BY CONTRACTOR:

The Contractor assumes responsibility for any damage to buildings or property caused by the contractor's employees or equipment. Damage shall be made good by using new materials to match existing work in kind, quality and workmanship.

PRICING:

Tender price shall be in Canadian funds and include all taxes, rates and charges which are applicable at the time of tender submission. It is the responsibility of the bidder to find out from the appropriate authorities what taxes, rates and charges are applicable to this tender.

The Contractor shall submit the tender in a lump sum.

The amount of Harmonized Sales Tax (HST) shall be excluded in the tender price from the full tender price on the form.

SOLID WASTE COLLECTION SPECIFICATIONS:

1. The commencement date for services under this tender shall be the February 1, 2024 and shall continue until the December 31, 2026 unless both parties agree to an earlier termination of the agreement.
2. The Contractor will every second week collect, remove and carry away from each and every household, including seasonal dwelling, all properly bagged and boxed household garbage and refuse acceptable to the landfill site including waste which has been displaced and/or scattered as a result of foraging animals or other means (vandals, vehicles, transferring garbage from one vehicle to another etc.). On every other week the contractor will collect compost. Recycling will be collected until May 1, 2024 when Circular Materials will become responsible for recycling collection.
3. The Contractor agrees to also provide, at its expense, the collection of nine (9) large items per household, per year (eg. appliances, furniture, and other large typical household goods). These additional larger item collections will be done at the request of the property owner at a regular scheduled time that is determined between the property owner and the Contractor.
4. The scheduled garbage collection shall be on the same day of two week cycle, with alternate weeks for compost and recycling. Contractor responsible to mail out collection schedule annually. Recycling will not be collected as of May 1st 2024, whereas Circular Materials will become responsible for recycling collection. The Contractor agrees to provide 30 day notice and obtain municipal approval before any changes are made to this schedule. The Contractor also agrees to notify its customers, at its own expense, of any change to regular collection.
5. The Contractor agrees to establish and maintain a telephone service during the hours of 09:00 to 17:00 on each collection day, to receive complaints of householders.

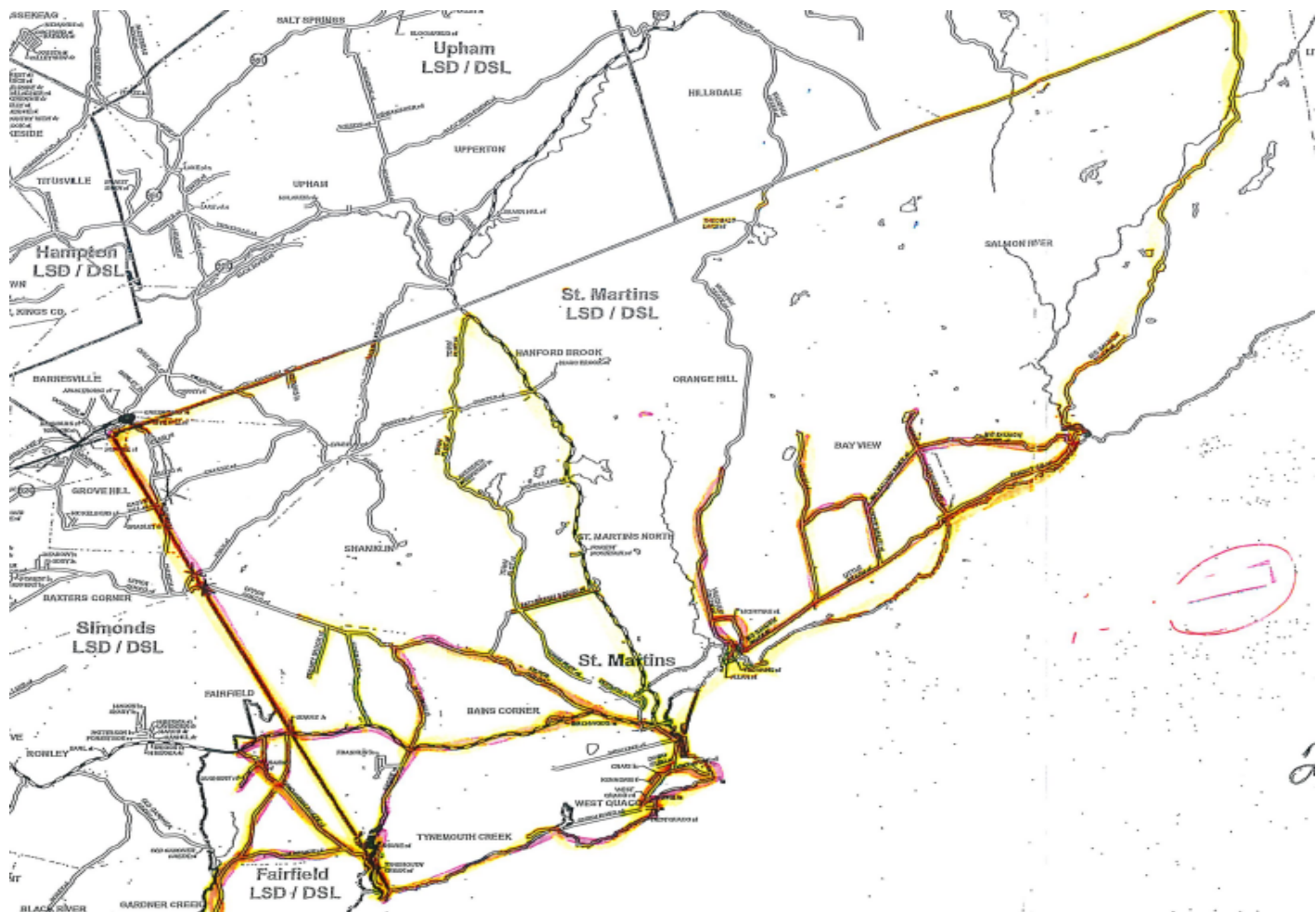
6. Complaints in connection with performance of duties under this tender are to be answered and promptly resolved by the contractor, to the satisfaction of the Village of Fundy-St. Martins
7. The Contractor agrees to maintain a written record satisfactory to the Village of Fundy-St. Martins showing particulars of complaints received and action taken and shall make the same available to the municipal office at any time upon request.
8. The Contractor agrees to have its company name and telephone number clearly displayed on both sides of all its vehicles so as to be visible at a distance of at least 15 metres.
9. The Contractor agrees that at all times, to be subject to and will be required to observe all rules, policies, and regulations which are or may hereafter be imposed by law as related to work performed under this tender.
10. The Contractor agrees to obey and carry out all lawful orders given to him by the Village of _____ Fundy-St. Martins or their representative.
11. The Contractor agrees to conduct such collections and removals using trucks approved by the Village of Fundy-St. Martins and provided with a satisfactory fixed or moveable cover and equipped with a hydraulic arm for daily pick-up as an asset but not required and all material collected is to be deposited of at the Regional Service Commission 9 Crane Mountain Landfill Site, located at 10 Crane Mountain Rd, Saint John, NB to be weighed in as garbage collected from the Village of Fundy-St. Martins. The Contractor agrees that it will remove industrial, commercial, and institutional (ICI) solid waste separately from municipal solid waste. The cost of collecting waste from any other municipality, local service district, ECI sites or any other business is not part of this tender. Business garbage collection for the former Village of St. Martins will continue until June 1, 2024.
12. The Contractor agrees to provide solid waste collection and disposal service on the regular day in accordance with the contract, to eligible farmers for collection of low- density polyethylene plastic film material, of maximum thickness of 8 mil (0.2032 mm). A farmer, for the purposes of solid waste collection services is defined as a person who operates an agricultural operation from gain or reward, or in hope or expectation of gain or reward, and possesses a valid farmer fuel tax exemption card (as established under the *Gasoline and Motive Fuel Tax Act*), or a Registered Agricultural Producer Number (establish under the *Agricultural Producers Recognition and Stable Funding Act*).
13. The Contractor shall, at the beginning of his contract, notify the householders in English identifying the name of the company, his telephone number, day and hour of the collection plus the date the contract begins.

14. The Contractor shall, notify the Village of Fundy-St. Martins staff, of any changes to the days of scheduled pick-up at least fifteen (15) days prior to the change in order that the changes can be shared on social media. Examples: New Year's Day, Good Friday, Easter, Victoria Day, Canada Day, NB Day, Labour Day, Thanksgiving, Remembrance Day, Christmas Day and Boxing Day.
15. The Contractor agrees that on arterial and collector highways it shall collect garbage from the right side of the road at all times and shall not cross the roadway to pick up garbage, nor shall it request individual homeowners to deposit their garbage on the side of the roadway opposite their residence.
16. In view of the variety of solid waste being disposed during the regular and the additional collections, the Contractor must also ensure that it has additional equipment and manpower necessary to ensure that the collection of each area covered by tender is completed that same scheduled day during regular collections and within two (2) days of scheduled date, for the additional collections. The Contractor must be equipped with the proper equipment to do the collection on all public and private roads/streets/lanes/highways within the tendered area as well as have immediate spare equipment in the event of a breakdown of its equipment.
17. The Contractor agrees to maintain its equipment in a mechanically sound condition and that if a stake truck is used, it agrees not to permit the refuse to project above the height of the sideboards by more than 0.5m.
18. The Contractor agrees that its vehicles will be equipped with lights, including flashing or revolving amber warning light, in accordance with the *Motor Vehicle Act*, RSNB 1973, c.M17 as amended.
19. The Contractor agrees to assume the defense and indemnity and save harmless the Village of Fundy-St. Martins, their representatives, the committee members and/or agents from all claims relating to conduct and labour as well as equipment and machinery furnished by him in the course of its duties under this tender.
20. The Contractor agrees that it shall not in any manner, transfer or assign this tender or subcontract any of the work required to be performed hereunder without the prior written consent of the Village of Fundy-St. Martins
21. If the Contractor fails or neglects to collect garbage or to remove and carry away the same as required by this tender to the satisfaction of the Village of Fundy-St. Martins, or is in breach of any other provisions hereof, the Village of Fundy-St. Martins reserves the right to cancel the agreement and re-tender or re-award this tender immediately and deliver to the contractor or mail to the contractor by certified post or courier addressed to its last known postal address, notice that the agreement shall cease and expire.

22. The Contractor agrees to follow legislation as provided by the *Clean Air Act* and its regulations.

23. If the Contractor abandons the work specified in this agreement, the Village of Fundy-St. Martins may retain from this agreement an amount which would compensate for those expenses incurred to find a replacement hauler as well as any amounts due to the contractor by the Village of Fundy-St. Martins.

The Village of St. Martins
The LSD's of Fairfield and St. Martins



Fundy-St. Martins

