



**THE TOWN OF ST. STEPHEN
REQUEST FOR QUOTATION
RFQ# TOSS17-06
SOLID WASTE COLLECTION AND DISPOSAL SERVICES
ZONE 3
Closing Date: September 6, 2017 - 2:00 PM Atlantic**

TERMS AND CONDITIONS

REQUEST FOR QUOTATION (RFQ)

The Town of St. Stephen is inviting, from qualified contractors, proposals for its Solid Waste Collection and Disposal Services for Zone 3 for the period commencing November 01, 2017 and terminating October 31, 2020. Evaluations will be in the form of a Request for Quotation whereas factors, other than cost alone, are considered in determination of the awarding of a contract.

Please see Section 6 – Bid Signing and Section 13 - Award of Request for Quotation and Payment Conditions and Terms of this tender regarding requirements for proper signing of proposal documents and submission requirements to support proposal (legal) name, and if applicable operating name, and invoicing requirements.

Two copies of the Bidder's Proposal (Original and one unbound copy) shall be submitted including (on forms supplied by the Town of St. Stephen) the Checklist, Request For Quotation Form – Proposal Price And Signing and any Addenda

REQUEST FOR QUOTATION SUBMISSIONS

Request for Quotations shall be in a sealed envelope clearly showing the RFQ Name and Number, Closing Date and Bidder's Name and Contact Information on the front of the envelope and addressed as follows:

Chief Administrative Officer
The Town of St. Stephen
73 Milltown Blvd., Suite 112
St. Stephen, NB E3L 1G5

Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.

Questions regarding this tender shall be directed to the representative for the Town of St. Stephen as described, and in the manner indicated, in Section 9 - Questions regarding RFQ and Addenda (Inquiries).

All Proposals shall either be mailed, couriered, or delivered personally to the Town Hall (address above) whereupon they will be dated and time stamped. It is the responsibility of the Proponent to ensure that proposals are in the possession of the Chief Administrative Officer or delegated staff member on or before the latest date and time (official closing) stated in the proposal documents. A proposal shall be deemed to have been received when the envelope has been stamped with the time and date of receipt. Proposals received after time and date specified shall be rejected.

Proposals will not be accepted by Facsimile or by Email.

This tender document, excluding addenda, is comprised of 25 Pages.



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1) Terminology

1. **ADDENDA/ADDENDUM:** means a published change to the Request for Quotation as a result of clarifications to the Request for Quotation. Addendum may be issued at any time prior to closing **and a signed and dated copy of the addenda are required to be included as part of the Proposal package.**
2. **BID:** means an offer or submission by a proponent in response to an invitation to a Request for Quotation.
3. **BIDDER:** means a Proponent that submits a bid or proposal in response to a Request for Quotation.
4. **CAO:** Refers to the Chief Administrative Officer of the Town of St Stephen and may include any person delegated by the CAO, or the Town, to represent him on matters related to this tender, or the subsequent management of the agreement.
5. **CRA:** Refers to the Canada Revenue Agency.
6. **CONTRACTOR:** means a proponent who signs a contract with the Town of St. Stephen for the provision of goods and/or services.
7. **DENOTATIONS:** The words "may" "could" or "should" denote the permissive. The words "must", "shall" or "will" denote the imperative.
8. **DULY AUTHORIZED OFFICIAL:** Refers to authorized personnel who are legally authorized to sign agreements and who, by way of their position or other legal authority, have been authorized to legally bind the company or operation by virtue of their signature, and seal if applicable, on the agreements.
9. **GARBAGE:** means garbage as defined in Town By-Law S-7 as amended.
10. **GENDER:** This tender is considered to be gender neutral. Any reference to gender shall be implied to mean either gender.
11. **HOUSEHOLD:** Refers to privately owned and occupied residential properties and includes seasonal dwellings.
12. **HST:** Refers to Harmonized Sales Tax.
13. **INVITATION:** means a written invitation for prospective proponents to submit offers, bids or proposals.
14. **NBON** – refers to the New Brunswick Opportunities Network (<https://nbon-rpanb.gnb.ca>).



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15. **OFFICIAL VERSION OF RFQ AND/OR ADDENDA:** Where documents are posted on the NBON, these documents are considered to be the official documents and, will be considered to be the only correct version should they differ from copies obtained from other sources whether or not copies from other sources have been subsequently altered or do not agree with the version posted on the NBON.
16. **PROPONENT:** means a bidder and includes any corporation, partnership, individual, sole proprietorship, organization, joint stock company, joint venture or any other private or public legal entity qualified to provide specified services subject to the Request for Quotation and includes its servants, employees and agents, or any of them.
17. **PROPOSAL:** means a bid or offer submitted in response to a Request for Quotation.
18. **RFQ:** Refers to the Request for Quotation for the provision of goods and/or services as requested by this Request for Quotation. A Request for Quotation is considered to be a tender.
19. **QUALIFIED:** means a proponent who can demonstrate prior experience with the collection and disposal of solid waste and has sufficient staff and equipment to fulfill the terms of the contract. To be qualified a vendor must also maintain a commercial general liability policy as required by the RFQ and maintain, in good standing, workers compensation coverage as required by Work Safe NB and related legislation and/or regulations of the Province of NB.
20. **TERM OF AGREEMENT:** Refers to the period from November 1, 2017 to October 31, 2020 and includes, if applicable, any extensions as contemplated by Section 13 (v) Award of Request for Quotation and Payment Conditions and Terms.
21. **TOWN:** Refers to Municipality of The Town of St. Stephen. Any reference to the Town includes reference to Council or to the Chief Administrative Officer, (CAO) or their delegate(s).
22. **TIME:** Any reference to Time as it relates to the time of day will refer to Atlantic Standard Time and will be adjusted for Daylight Savings Time. Any other reference to time will have its normally recognized meaning.
23. **TIMELY FASHION:** means within one business day or as otherwise agreed to by the Town of St. Stephen.
24. **VENDOR:** means any corporation, partnership, individual, sole proprietorship, organization, joint stock company, joint venture or any other private or public legal entity qualified to provide specified services subject to the Request for Quotation.
25. **WASTE:** means garbage.
26. **ZONE 3:** refers to the area comprising of Main St., including Carleton St., to the Town Boundary and comprising 545 residential households.



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2) Request for Quotation (RFQ) Conditions and Provisions:

- i. Only proposals received from qualified proponents who have the ability to meet the requirements for the Tender and have the ability to provide services as required by the Town and who have submitted information to support the legal and, if applicable, operating name of the Proponent, as required by Section 13 - Award of Request for Quotation and Payment Conditions and Terms will be evaluated.
- ii. In addition, contractors are required to maintain, at their own expense, including deductibles, motor vehicle public liability insurance and comprehensive general liability insurance as specified under Section 8 – Bidders Qualifications/Requirements.
- iii. Time is of the essence. Proposals must be received at the office of the CAO at the Town Hall at 73 Milltown Blvd., Suite 112, St. Stephen, NB E3L 1G5 **no later than 2:00 pm September 6, 2017. Time, as determined by the Town will be considered to be accurate and correct. In the absence of the Town determining the date and time of official closing, official closing will be based on NBON time as posted on their website.**
- iv. Bids received late, or not received with all required documents by the official closing time, will not be considered; the date and time stamped by the office of the CAO will be assumed to be correct in the event of a dispute.
- v. Proposals must be submitted on the forms supplied by the Town. The Bidder's name, the RFQ number and the RFQ closing date must be clearly visible on the outside of the envelope or package and the envelope or package must be sealed.
- vi. A Bid may not be eligible for acceptance if current or past corporate or other interests of the Bidder may, in the Town's opinion, give rise to a conflict of interest in connection with the tender.
- vii. Sub-contracting by the proponent to any firm or individual for the purposes of this tender is not permitted without prior authorization, in writing, of the CAO or authorized delegate. If the tender is awarded to a firm, qualified employees, as noted in section 8 – Bidders Qualifications/Requirements, of the firm are permitted to assume the duties of the employer under the direction of the firm management.



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- viii. Proposals will be opened publicly in the Town Hall immediately following official closing and only the proponent's name, location (city), and bid amount, will be announced at that time.
- ix. Relevant RFQ documents should be obtained directly by downloading from the NBON site as this is the only official version of the document. The Town may provide a copy, in PDF format, to vendors who have provided similar services to the Town in the past or other proponents who may request a copy. Regardless of the method of receipt or delivery, it is the Bidders responsibility to ensure that they have met the requirements of "Section 3 – Tender Submission Requirements" prior to submission of any bid. It is the bidder's responsibility to obtain Request for Quotation documents at their cost. Information obtained from the NBON can be obtained free of charge. The proponent assumes all responsibility for ensuring that the required information, including all addenda, are downloaded from the NBON site.
- x. Questions regarding the RFQ or Addenda should be directed to the Town's representative as directed under Section 9 – Questions regarding RFQ and Addenda (Inquiries).
- xi. The Town will not be responsible for any costs, expenses, losses, damages or liability incurred by the Bidder as a result of, or arising out of, the submission of any Bid, or as a result of the Town not accepting or rejecting any Bid.
- xii. This tender will be subject to the Atlantic Procurement Agreement, the Agreement on Internal Trade and The Agreement on the Opening of Public Procurement for New Brunswick and Quebec and deemed to include the terms and provisions thereof. Copies of the agreement(s), if required, can be obtained free of charge by downloading from the New Brunswick Department of Government Services, Procurement, website and available by following the link from the NBON site - : Procurement information.

3) Tender Submission Requirements

A) Tender Documents

- i. All tender information will be made available through registration with the NBON and logging in and indicating an interest in this tender, including tender documents and addenda's, if any. All bidders are required to verify before submission that all information, including addenda's, have been received and, if applicable, included with the submission.



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- ii. The Town of St. Stephen is not responsible for any Bidder not receiving addenda or other updates that are available to registered bidders through the NBOB even if some or all of the information received to date has been obtained directly from The Town of St. Stephen, including the Town of St. Stephen website, its staff, agents or consultants, or any other person or entity.

B) Proposal Price

- i. Proposal price shall be listed in terms of a monthly household rate. For proposal evaluation purposes the monthly household rate will be multiplied by the number of households as defined for Zone 3 in Section 1. – Terminology and multiplying this calculated number by 12 to determine an annualized rate.
- ii. The Proposal price shall be in Canadian funds and include all taxes, rates and charges which are applicable at the time of proposal submission including HST. It is the responsibility of the bidder to determine from the appropriate authorities the extent to which any and all taxes, rates and charges are applicable to this proposal and to ensure that the bid includes these charges.
- iii. Information required by the CRA to permit recovery of HST as an input tax credit or rebate will be indicated with each invoice including the legal name of the entity, as registered with the CRA, the amount of the HST included in the invoice and the correct HST registration number. The Town reserves the right to reject any invoice that does not provide adequate information as required by this section.
- iv. Proposal is to remain firm for the period of time noted in Section 7 – Submissions of Proposals.
- v. In the event of an award, the proposal amount shall constitute full and complete amount which will be paid to the Proponent for the purpose of this tender excepting other contemplated deductions such as costs associated with re-tendering if required as contemplated by Section 14 – Rights of the Town and subject to other conditions identified in this tender.
- vi. The lowest or any tender may not necessarily be accepted as the Town reserves the right to reject any or all tenders. Although this tender is a RFQ; factors other than the proposal price alone, as per Section 12 – Proposal Evaluation, are evaluated to determine the appropriate submission, if any, that will be submitted to Council for approval as per Section 14 – Rights of the Town.



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- vii. The Town reserves the right, in addition to price, to evaluate the Bidders past performance/references, work experience in the field, staffing and other factors which the Town deems appropriate in the determination of the Proponent's ability to deliver the services as per submission requirements and as per bidders submission, and to provide acceptable level of service as contemplated by this tender.

4) Specifications – Collection and Disposal Requirements

The specifications contained in this Request for Quotation are the basis on which The Town of St. Stephen seeks presentations concerning its requirements for Solid Waste Collection and Disposal services applicable to residential homes within the specific Zone being awarded and further described in this RFQ.

- i. Contract will commence on November 01, 2017 and during the continuance of this contract, including any extensions, solid waste collection and disposal service is to be provided to each household within the Zone.
- ii. Contractor shall agree that once each and every week during the term hereof to collect, remove and carry away from each household within the Zone all bagged and boxed household waste, including such materials subject to combustion (combustible materials), and including such waste which has been displaced and/or scattered as a result of foraging animals or other means, such as vandals, weather, vehicles or transferring from one vehicle to another.
- iii. Where any combustible material, if collected and in the judgment of the collection operator, could result in damage to property or potentially result in injury or loss of life, the company may refuse to collect the material. The Contractor must inform the Town in a timely fashion of the nature of the material and the reason for refusal of the Contractor to collect the material and the civic address involved so that the Town may respond to any queries from the household and to advise them of alternatives for collection or evaluate the material for compliance with this policy. If, in the judgment of the Town and after examination of the material, the material does not represent a potential for damage to property or potential for injury or loss of life the Town may contact the Contractor who will make alternative arrangements for collection of the material on a timely basis.
- iv. All waste within the limits of the Zone, as indicated in this document, shall be taken for proper disposal to the Hemlock Knoll Landfill Site at Lawrence Station, Charlotte County, N.B. Any deviation from this policy is to be approved by the CAO, or his delegate, prior to disposal.



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- v. The Contractor and the Town of St. Stephen jointly agree that the regular weekly collection shall be on Tuesday of each week with collection between the hours of 7:00 am and 2:00 pm and agrees to waive any earlier or later pickup time as may be permitted under Town By-Law S-7 as amended.
- vi. The Contractor agrees to provide service on the next regular business day should regular pickup be required to be postponed for any valid reason, such as pickup on a legal holiday that is recognized by the Town, and to provide 30 days notice, and obtain the Chief Administrative Officer's prior approval, before any changes are made to the schedule.
- vii. Weather or emergency conditions, that would cause the placement and collection of waste to interfere with normal snow plowing operations or emergency operations during or immediately following the storm or emergency, or where the Contractor determines that conditions during a storm or emergency would cause the Contractor to request removal of the trucks and personnel due to unsafe conditions, will result in the postponement of collection of waste with the prior approval and/or notice of the Town. Collection will take place on the next regular business day after normal storm or emergency related operations have ceased, or on a date agreed to by the Town. For the purposes of this section approval of the Town includes approval by the Director of Operations or his delegate.
- viii. The Contractor agrees that notification to any household of any changes in the schedule as a result of weather or any other reason shall be at the Contractor's expense. Notification 1) by flyer, delivered to every household in the Zone or 2) in the local paper and local radio station shall constitute notification to households in the Zone. The Contractor agrees that notifications will be made to ensure timely notice to the affected households. The Contractor and the Town agree that any notification of changes to the collection schedule in the Zone referred to in the notification will describe the area affected by the notification in the announcement and such notification will be made, where possible, during the week prior to the date of the normally scheduled pickup. Where conditions result in unexpected changes to the schedule, such as related to weather conditions, the notification must be within one business day of the change in schedule, and where possible on the day of the date of the normally scheduled pickup. Exceptions to these conditions will only be made with the approval of the CAO.
- ix. The Contractor agrees to establish and maintain a telephone service at all times, at a minimum, during the hours of 9:00 am to 5:00 pm, in order for the contractor to rectify any complaints received regarding the service. The Contractor shall attend promptly to all complaints, within one business day of the complaint being



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received, in connection with the performance of its duties under the agreement. In the event that complaints cannot be rectified to the complainant's satisfaction, the Contractor agrees to notify the Town in writing of the particulars of the complaint.

- x. The Contractor agrees to maintain a written record showing the particulars of any complaints received and the Contractor's response to the complaint, and shall make the same available to the Town upon request.
- xi. The Contractor shall collect waste from the right hand side of the street at all times and shall not cross the roadway to pick up waste. The Contractor shall not request households, or their occupants, to deposit waste on the side of the roadway opposite their residences.
- xii. The Contractor shall submit a list of equipment to be used for the performance of this contract, such list subject to approval by the CAO or his delegate. If a piece of equipment not previously subject to approval by the Town is to be used for any period of the contract, a letter specifying the updated equipment must be submitted to the Town for approval. Lists submitted must show that the equipment meets the specifications specified in this Request for Quotation.
- xiii. Contractor further agrees that all vehicles are subject to inspection by the Town, at any time, to determine if the equipment meets the specifications required to meet the workload and safety and performance conditions of the contract. Should any vehicle not be in compliance with the contract, the Town may refuse to permit the vehicle to be used in the performance of the contract until the equipment meets the specifications to the acceptance of the Town. The Contractor will be responsible, in the event that such event occurs, to ensure Town approved back up equipment is immediately available to fulfill the terms of the contract.
- xiv. The Contractor name and telephone number shall be clearly displayed on both sides of the garbage collection vehicle so as to be visible at a distance of fifteen (15) meters.
- xv. Contractor's vehicles shall be equipped with lights, including flashing or revolving warning lights, in conformity with the Motor Vehicle Act, R.S.N.B. 1973, Chapter c M-17 as amended.
- xvi. Contractor shall conduct collections and removals using trucks with a satisfactory fixed or movable cover.



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- xvii. The Contractor agrees to maintain his equipment in a mechanically sound condition, including obtaining any legally required approved inspection reports and/or stickers, and shall have access to backup equipment, that meets all conditions for servicing this agreement, at all times during the continuance of the contract. Contractor further agrees that if a stake truck is used it shall not permit the refuse to project above the height of the sideboards by more than 0.5 meters.
- xviii. The Contractor agrees to assume the defense and indemnity and save harmless the Town, its employees, and its Council members, agents and/or consultants from all claims related to their duties under this contract.
- xix. Contractor agrees that he shall not in any manner, transfer or assign the contract or subcontract any of the work to be performed hereunder without the prior written consent of the CAO.
- xx. The Contractor agrees not to cause any injury or nuisance to any person or property while carrying out the term of this agreement, including collection, transportation and disposal of garbage and the storing of vehicles and equipment.
- xxi. Contractor agrees to indemnify the Town and each of its servants, employees, agents and/or consultants of, from and against all actions, suits, claims and demands which may be brought against or made upon the Town, its servants, employees, agents and/or consultants, or any of them, and from and against all loss, costs, charges, damages and expenses which may be incurred, sustained or paid by the Town, its servants, employees, agents and/or consultants, or any of them, arising out of the performance of the provisions of this agreement.

5) Presentations

Presentations are to include:

- i. Request for Quotation Form – Checklist (Page 24 of RFQ)
- ii. Request for Quotation Form – Proposal Price and Signing (Page 25 of RFQ)
- iii. Proof of Registration and good standing with Work Safe NB.
- iv. Proof of a Commercial General Liability Policy in the Amount of a minimum of Two Million Dollars with a duly licensed Canadian Insurance Company authorized to operate in the Province of New Brunswick.
- v. List of equipment to be used in the performance of the contract.
- vi. Premium considerations (rates per household) as per Section 3(B) – Tender Submissions – Proposal Price and noted on the form provided on Page 25.



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- vii. Proposals are to be effective 12:00:00 AM November 01, 2017 to 11:59:59 PM October 31, 2020.
- viii. Other items as indicated in the RFQ.

6) Bid Signing

Duly authorized signing official(s) of the bidder's company must sign the Request for Quotation Form in the presence of a witness who will also sign and include information required as per Section 13 - Award of Request for Quotation and Payment Conditions and Terms, in sufficient time to meet service requirements.

7) Submissions of Proposals

- i. A proposal that has not been accepted or is pending review is irrevocable and binding on the bidder submitting the proposal for a period of 60 days from the date of bid closing unless he has received prior formal notification from the Town's representative by phone, mail or email of the rejection of his proposal or the acceptance of the proposal of a competing bidder.
- ii. Proposals that have been accepted by the Council of the Town of St. Stephen, and are awaiting signing of the agreement by both the Town and the successful bidder is irrevocable and binding on the bidder submitting the proposal until the agreement has been signed subject to conditions imposed by Section 14 – Rights of the Town.
- iii. Proposals may be amended or withdrawn, subject to conditions indicated under Section 10 - Amendments and/or Withdrawals to Proposal.
- iv. Immediately following the official closing time, proposal packages will be publicly opened in the Council Chambers or other designated area of the Town Hall. **Only the name and addresses of proponents and bid price will be made public and no other information about the proposals will be disclosed at that time.**
- v. Proposals will then be forwarded to the Chief Administrative Officer or his authorized delegate(s), for review and recommendations based on evaluation of bid proposals. Designated bid information of the successful bidder will be made available at the time of award.



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- vi. All submissions become the property of the Town. Details of submissions may be disclosed after the evaluation process and therefore shall not be treated as confidential unless expressly stated otherwise and agreed to by the Town. The Bidder hereby grants the Town a license to distribute, copy, print or translate the Bid for the purposes of the tender. Any attempt to limit the Town's right in this area may result in rejection of the Bid unless agreed to by the Town.

- vii. During the performance of services, the Bidder or Bidder's staff may have access to confidential information belonging to the Town. Should this occur, the Bidder must ensure that such information is not released to any individuals not authorized by the CAO for the Town. Failure to comply may result in criminal and/or civil charges and/or the Bidder's disqualification from any further tenders issued by the Town. Bidder (and/or staff including subcontractor(s)) may be required to sign confidentiality agreements with the Town prior to performance of services for the Town and/or prior to payment from the Town for billed services, or at any other time, but failure to request confidentiality agreements to be signed will not be deemed permission to disclose or permit to be disclosed confidential information obtained in the performance of duties, or by any other means.

8) Bidder Qualifications/Requirements

Each Bidder is asked to provide information which would enable the Town to determine the bidder's ability to properly conduct business with the Town and to meet the standards applicable to provision of services as described in this tender in an efficient and effective manner and to comply with applicable legislation and regulations such as related to the Municipal By-Laws, Municipalities Act, Workers Compensation Act or Income Tax Act and Excise Tax Acts.

- i. The following information is required to be included with the proposal:
 - a) Proof of a Commercial General Liability Policy in the Amount of Two Million Dollars with a duly licensed Canadian Insurance Company authorized to operate in the Province of NB. Town reserves the right to request additional proof of a valid policy as per the terms of this proposal at any time. Failure to provide appropriate documentation within the time frame requested by the Town and/or maintain sufficient coverage as required may be immediate grounds for the termination of the contract as contemplated by Section 14 (ix) – Rights of the Town.



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- b) Details of experience with the collection and disposal of household waste including number of qualified staff available to service contract.
- c) Proof of Registration and good standing with Work Safe NB. Failure to maintain account with Work Safe NB and in good standing may be immediate grounds for the termination of the contract as contemplated by Section 14 (ix) – Rights of the Town. Any requirement that the Town of St. Stephen make payment to Worksafe NB (Service New Brunswick) for applicable coverage or as a result of failure of the Contractor to maintain the account with WorkSafe NB in good standing will result in the amount of the premiums charged (plus 10%) to be recovered back from the Contractor and shall be due and payable immediately upon notice.

9) Questions regarding RFQ and Addenda (Inquiries)

- i. Questions regarding the RFQ and Addenda are to be addressed, in writing and mailed, emailed or delivered to be received by **The Town of St. Stephen - ATT: Frank Godsoe - RFQ # TOSS17-06, no later than 12:00 pm on August 29, 2017 in time for the Town to prepare an Addendum, if necessary.**
- ii. **Questions not properly addressed may not be responded to. Questions may be emailed to frank@fgodsoeca.com or mailed or dropped off at the Town Office.**
- iii. The Question must clearly indicate the RFQ number and closing date in the letter/email. Questions not properly marked, or not received from bidders registered with the NBON and showing an interest in this tender, may not be responded to. The Town shall not be responsible for the receipt of questions by the prescribed date and time due to equipment failure or for any other reason.
- iv. The reply may be made in the form of an addendum. A copy of the addendum, if any, will be made available to all bidders registered with the NBON and indicating an interest in this tender and may also be posted on the Town website. No other interpretation or explanation shall be valid and only documents posted on the NBON for this tender are to be considered official. Nothing in this section relieves the proponents responsibility to ensure that they have received all copies of the addendums for inclusion with their proposal, as per Section 3 (a)(i) - Tender Documents.
- v. No response shall be binding on the Town unless presented in the form of an addendum as posted on the NBON for this tender.



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- vi. The Town reserves the right to modify the terms of the RFQ (Issue Addenda) at any time prior to closing, at its sole discretion. All Addenda become part of the RFQ documents.
- vii. Nothing in this Invitation is intended to relieve proponents from forming their own opinions and conclusions with respect to the matters addressed in the invitation or its associated documents. The Proponent shall be solely responsible for any errors, omissions, or misunderstandings resulting from the proponent's failure to thoroughly review and inquire and understand the RFQ, addenda or subsequent contract. The proponent shall obtain all required information, including appropriate independent legal advice, and shall not claim at any time after the submission of the proposal or the subsequent execution of the contract, that there was any misunderstanding with regard to the conditions imposed by the contract.
- viii. If an envelope was included with the proposal documents, this envelope must not be used to submit an enquiry; these envelopes are not opened before the official closing time.
- ix. Bidders are responsible for ensuring that they are aware of and have complied with any addenda.
- x. Associated costs associated with respect to addenda are to be included in proposal price.
- xi. Bidders must sign addenda and include copy in sealed bid envelope.
- xii. If an addendum is issued, or proponent identifies failure to include addendum or other documents, after delivery to the Town of a sealed proposal, but before the date and time of closing as stipulated in Section 2 (iii) – Request for Quotation (RFQ) Conditions and Provisions,:
 - The addendum and/or other information must be included in a separate sealed envelope that otherwise meets the requirements for submission except that the envelope will be marked as **“Additional Information Enclosed”**:
 - and may not include any other material in the envelope except for addenda &/or information **not included** in the original proposal envelope;
 - An amendment to the proposal, as per Section 10 – Amendments and/or withdrawals to proposal, must be submitted for any other



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information which would change or contradict information already submitted as a proposal.

- Name, address and other information on the envelope must agree with the original proposal submission. Any such envelope provided that is not in compliance with these terms may result in the overall proposal being rejected;
 - Submissions in compliance with this section will be considered as one submission and proposal price will be deemed to include additional addenda unless bidder causes proposal to be withdrawn as provided for in Section 10 - Amendments and/or Withdrawals to Proposal. Any such request will include additional addenda submitted according to this section;
 - Addenda and/or other information submitted according to this section will not be treated as an amendment to the proposal and will be deemed to be received subsequent to any amendment to a proposal;
 - Addenda or other information submissions in addition to the original proposal that are not submitted in accordance with this section will be rejected and may result in rejection of bidder's proposal;
 - The Town will not be responsible for failure to receive addenda or receipt of additional addenda after the deadline for submission.
- xiii. If the Town issues changes within five (5) days of the closing date, the closing date may be extended to allow for a suitable Bid preparation time.
- xiv. Inquires and responses may be recorded and may be distributed to all other Bidders as Addenda.
- xv. No response shall be binding on the Town unless presented in the form of an Addendum and posted on the NBON website and/or posted on the Town website when not posted on the NBON.

10) Amendments and/or Withdrawals to Proposal

- i. A submitted proposal may be amended and/or withdrawn subsequent to receipt of the proposal by the Town, and prior to the date and time of closing of the proposals by:
 - a) Letter forwarded by fax or by mail, signed by at least one of the persons signing the original proposal and addressed to the attention of the CAO.



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- b) Receipt of the amendment by the Town prior to the closing date and time of proposal.
- c) Amendments to the original proposal must be submitted as follows:
- Name, address and other information on the envelope must agree with the original proposal submission except that envelope must be clearly marked as “Amendment to Proposal”;
 - Request for Quotation Form – Proposal Price And Signing (page 25 to this tender document) must be marked as “Amendment” or overall proposal will be rejected as a duplicate submission as required by Section 11 (c) – Rejections;
 - Sealed in a separate envelope that otherwise meets the requirements for submission;
 - **Amendments are for proposal pricing only and must not include other information.** If other information needs to change than the proposal must be withdrawn and a new proposal submitted as per instructions below.
 - Only one amendment may be made without withdrawing proposal or overall proposal will be rejected.
- d) Withdrawal requests received prior to the date and time of bid closing will result in withdrawal of any proposal, amendments or receipt of additional information received prior to the date and time of receipt of the withdrawal request. A new proposal, if submitted, must be received subsequent to the date and time of a valid withdrawal request and otherwise be compliant with the requirements for submission of a proposal as outlined in this document or any issued addenda.
- e) The Town shall not be responsible for the receipt of amendments and/or withdrawals by the prescribed date and time due to equipment failure or for any other reason.

11) Rejections

- i. The following items are considered mandatory items and will result in rejection of the Bid, if the proposal:
- a) Tender Submission arriving at the Town subsequent to the date and time of official closing;



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- b) Is not submitted on the forms provided by the Town for this Request for Quotation and **does not contain all addenda** issued, signed and dated on or before the date of the proposal submission by the bidder;
 - c) Is the second one submitted by the same Proponent, for the same RFQ, in which case all proposals by the same Proponent will be rejected. Submissions from Proponents that are related (within the meaning of section 251 of the Income Tax Act of Canada) are considered to be from the same Proponent;
 - d) Is the second amendment submitted for a proposal or the amendment submission is not submitted as stipulated in Section 10 - Amendments and/or Withdrawals to Proposal.
 - e) Is not arrived at independently and without consultation with other potential bidders;
 - f) Both the written price in words and the numerical value contain typographical errors such that the proposal price cannot be determined.
- ii. A proposal may be rejected or amended, at the sole discretion of the Town and without explanation, and the proposal not considered or may be accepted notwithstanding that it:
- a) Contains errors in mathematics in which case the proper computation, as determined by the Town, at its sole discretion, will be carried out and the resultant total used in determining the proposal value.
 - b) Where there is a discrepancy between the numerical bid price and the written bid price the written value will be accepted as the proposal price and will govern the bid evaluation and contract administration. If there are errors in the written price, such that the written price is not discernible, then the Town may either reject the proposal or accept the numerical bid price at the Town's discretion.
 - c) Where there are changes to information contained in the proposal, **changed information is to be crossed out with the corrected information entered above the information being changed.** Information not corrected in this manner may result in the tender being rejected or accepted based on the original information or the information as changed, in the Town's discretion.



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- d) The use of correction fluid, correction tape or similar product to correct or change information may result in the proposal being rejected.**
- e) The Town will decide, at its discretion and with the object of fairness to all proponents, if lack of compliance with any tender requirement is sufficient in scope to warrant rejection of the tender.**

Failure to comply with any of the mandatory terms or conditions contained or referenced in the tender documents shall result in the rejection of the Bid.

12) Proposal Evaluation

Proposals will be evaluated based on the following:

- Proponent supports, as per Section 8 – Bidder Qualifications/Requirements that they have the experience, knowledge, equipment and staffing to provide the service and otherwise meets the Requirements of Section 8. The Town recommends that the proponent demonstrate how it is able to meet this standard, although the Town may, in its discretion, use prior history only to document its knowledge of the Proponents ability to adequately provide the services contemplated by this tender.
- Proponent has provided information required by Section 5 – Presentations.
- Any other information required by this document, or identified in this document as being subject to consideration by the Town.

Bidders are advised that proposals will be evaluated solely on the basis of information submitted in accordance with this Request for Quotation and the Town reserves the right to make a final decision based on the information submitted and with consideration to its rights under Section 14 – Rights of the Town or as otherwise indicated in this document.

13) Award of Request for Quotation and Payment Conditions and Terms

- i. The office of the CAO will only recommend to the Council of the Town of St. Stephen approval of a proposal when the Town has determined the legal capacity for the bidder to contract with the Town as follows:**
 - Bidder submits a proposal using the legal name of the bidder, as registered with the Corporate Registry, or equivalent, for the Province of New Brunswick or Province of Nova Scotia and proof of the registration is provided, unless submitted solely in the legal personal name of an



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individual bidder without reference to an operating name or other named entity;

- Where a proposal is provided by an entity that is registered in a jurisdiction other than New Brunswick or Nova Scotia it will be the responsibility of the bidder, at their cost, to prove that it has registered with the Corporate Registry for the Province of New Brunswick and to provide, at the bidders cost, registry information with the Province of primary registration or, if registered by virtue of the Canada Business Corporations Act, a corporate profile of the bidders active registration;
 - If proposal name differs from the legal name and a letter of amendment is received, signed by at least one of the officials who signed the proposal, which corrects the information provided in the proposal;
 - If the business is unincorporated, and/or operating using an operating name, proof of registration with the Province of New Brunswick, or the Province of Nova Scotia of the operating name;
 - If the business is incorporated and intends to conduct business with the Town using the operating name, in addition to proof of registration of the operating name with the Province of New Brunswick, the Town will require a letter of direction authorizing the Town to conduct business with and submit payment to the operating name and/or division on behalf of the company submitting the proposal;
 - Town reserves the right to contact any proposer who does not provide sufficient information to enable the Town to determine bidder's legal capacity to Contract with the Town, in the name of the proposer, as provided on the form provided by the Town for such purpose.
- ii. The Town of St. Stephen shall notify the successful bidder by telephone and/or mail that the firm is the successful bidder subject to approval of the Council of The Town of St. Stephen (as outlined in Section 14 (x) – Rights of the Town).
- iii. Invoicing received from the contractor must be in the name of the bidder as indicated on the proposal or as amended by a letter of direction (Section 13 (i) – Award of Request for Quotation and Payment Conditions and Terms).
- iv. Approval and signing of any contract and/or agreement must be as directed by resolution of the Council of the Town of St. Stephen. **If the company requires the Town to sign on more than one agreement, contract or other document as a result of an award resulting from this tender then this must be made clear prior to submission to Council of the recommendation for approval of the proposal and is subject to approval by Council.**



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- v. In the event that, for factors beyond the control of the Town, a new tender cannot be awarded upon expiration of the agreement resulting from awarding of this tender, the Contractor agrees to continue their services on a month to month basis until a new agreement has been awarded, and for a period not to exceed three months and at the same rate and terms as proposed with the proposal for this tender. If after three months a new tender has not been awarded, the Town reserves the right to negotiate with the current vendor, or upon their refusal, any vendor, to continue the services without a new agreement and under the same conditions and terms of the expiring agreement except it will continue for the period and price negotiated with the Vendor and until a new tender proposal has been awarded.
- vi. If a discount for early payment is offered, such discount shall be clearly indicated on the invoice including the amount of the discount by percentage or total, and the deadline for receipt of payment in order to receive the discount. Any such discount will be calculated from the later of receipt of the invoice or date of completion of installation and training to the satisfaction of The Town of St. Stephen who shall be the sole judge as to whether the equipment and/or services meet the terms and conditions of the tender and delivery as per the tender and accepted tender submission.
- vii. Since early payment discounts are based on the bid proposal price as accepted by the Town in response to this tender, early payment discounts will not be considered when evaluating Bid Proposals.
- viii. Invoicing shall be directed, on a monthly basis, to The Town of St. Stephen at the address indicated in the RFQ to the attention of the Accounts Payable Department and will detail purpose of the invoice and information to support amount of payment (for example date, time and hours of service and staff performing work) and sufficient information to properly recover HST as a rebate.
- ix. No right or duty, in whole or in part, of the Bidder under a contract issued may be assigned or delegated without the prior consent of office of the CAO or authorized delegate for The Town of St. Stephen.
- x. Bidder's are advised that proposals will be evaluated solely on the basis of information submitted in accordance with this Request for Quotation, except as otherwise indicated in this tender document.



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14) Rights of the Town

- i. The Town of St. Stephen does not, by virtue of this proposal call, commit to an award of this proposal. Proposals are evaluated according to several criteria including comparisons of tender specifications to the tender request, and to each submission and an evaluation of the bidder as per information provided as outlined in Section 8 – Bidders Qualifications/Requirements. The lowest cost, or any proposal, will not necessarily be accepted.
- ii. In the event that two or more submissions are ranked as equal the Town reserves the right to break the tie in a manner it deems appropriate.
- iii. The Town reserves the right to consult with any Proponent, prior to award, without prejudice to any award or decision to award or without requiring consultation with other Proponents.
- iv. The Town reserves the right to clarify information received in the tender that does not result in a change to the overall proposal evaluation, including the right to request documentation to support the legal and operating names of the bidder, where not otherwise provided, and to accept a change in name submitted as the Bidder, by letter of direction, where the information submitted on the proposal does not agree with information registered with the appropriate authority as required by Section 13 - Award of Request for Quotation and Payment Conditions and Terms.
- v. In the event that a bid is considered for recommendation to Council for approval of the bid proposal, and recommendation to award, but the Town is unable to determine the legal name of the bidder, as required by Section 13 - Award of Request for Quotation and Payment Conditions and Terms, in sufficient time to meet service requirements as determined by the Town and taking into consideration timing of required Council notification and closed and/or public meetings, the Town reserves the right to consider alternate bids that otherwise meet the specifications as required by the tender request but may not have been selected as the primary proposal for recommendation to Council to award.
- vi. When no compliant Bids are received in response to the RFQ, the Town reserves the right to enter into negotiations with one or more vendors in order to complete the procurement or take whatever action the Town determines to be in the best interest of the Town.



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- vii. The Town will be the sole judge of whether there is sufficient justification to cancel any tender.
- viii. No term, condition, definition, word or phrase is meant to contradict with or imply a meeting that varies with Town By-Law No. S-7, as amended, being a by-law to Regulate the Collection and Disposal of Garbage and Other Material.
- ix. The Town reserves the right, without any other authorization, to take all or any portion of the award out of the bidder's hands including the right to cancel all, or a portion, of a purchase order or award with the Town, and may employ such means as the Town may see fit to acquire the service or complete any work, in any of the following cases:
 - 1. Where the Contractor has made default or delayed in commencing or in diligently executing the work or any portion thereof to the satisfaction of the Town, and the Town has given notice thereof to the Contractor and has by such notice required the Contractor to put an end to such default or delay and such default or delay continues after such notice was given;
 - 2. Where the Contractor has become insolvent or committed an act of bankruptcy or been placed in the hands of a receiver.
 - 3. Where the Contractor has otherwise failed to observe or perform any of the provisions of the contract or as agreed to in its proposal for service.
 - 4. In the event that the work or any portion has been taken out of the Contractor's hands under this section, the Contractor shall not be entitled to any further payment in respect of the work so affected and the Town may recover any additional costs, associated with awarding of the remaining portion of the contract, including renewal periods, if any, to another Contractor. If amounts are payable to the Contractor at the time of default, the Town reserves the right to withhold payment until such costs are determined and to apply the amount required to compensate the Town for the cost to find a replacement Contractor including costs associated with the submission of a Tender or Bid Proposal, if any.
- x. Award of contracts: No contract shall be awarded and no payment shall be made to a bidder unless authorized by the Council of the Town of St. Stephen, at a duly called meeting, **as evidenced by the signature of the Mayor and Town Clerk or, in their absence, duly authorized officers.** The Town may make an award to a bidder conditional on the negotiation and acceptance of a detailed contract



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between the Town and the Bidder. In such cases, should the detailed contract negotiations not be completed in a reasonable period of time, as determined at the absolute discretion of the Town, the Town reserves the right to discontinue negotiations with the Bidder and subsequently enter into negotiations with another Bidder and/or re-tender or cancel the tender.

- xi. The Town reserves the right to limit the awarding of no more than two Zone contracts for the collection and disposal of waste to any one Contractor, regardless of any other factor, including Bid Price or other performance criteria. The Town, in its discretion, in the event that this clause is invoked shall determine which Zones will be awarded to each Contractor.
- xii. The Bidder, by submitting a proposal, agrees that no action or liability will lie or reside against the Town in its exercise of its rights under this proposal.
- xiii. The Bidder and the Town agree that this Tender document, and inclusion of any Addenda, if any, shall constitute and form part of any agreement, even if not included with any agreement that is signed by the Bidder and the Town after award of the tender to the Bidder.
- xiv. The Town will not be responsible for failure to receive any document required for submission of a proposal or receipt of a document required for submission of a proposal that is date and time stamped subsequent to the date and time requirements indicated in the tender document or any issued addenda. Time and date stamps indicated on a document received by the Town of St. Stephen will be accepted by both the Town of St. Stephen and any bidder as being correct.
- xv. The Bidder, by submitting a bid, acknowledges that they have performed their due diligence, including obtaining appropriate legal advice, prior to submission of a proposal and by submitting a proposal is deemed to have provided the Town with assurance that they accept the terms of this document, unless proposed changes are agreed to in writing prior to signing of any agreement for service, the changes of which would become part of the agreement for service.
- xvi. This Tender document, and inclusion of Addenda, if any, shall constitute and form part of any agreement to purchase;
- xvii. Severability: If any section or part of a section contained in this tender, including Addenda, shall be judicially held invalid or unenforceable, the remainder of this tender, including Addenda, shall be interpreted as if such section or part of a section had not been included.

