



**TENDER  
2021- 084201T  
BIOSOLIDS RECEIVING AND PROCESSING  
MILLIDGEVILLE and EASTERN WASTEWATER TREATMENT PLANTS**

Sealed tenders, hand delivered or couriered, addressed to Monic MacVicar, CCLP, CPPB, Supply Chain Management, 1<sup>st</sup> Floor – 175 Rothesay Avenue, Saint John, N.B., E2J 2B4 and marked on the envelope:

**"TENDER 2021-084201T -  
BIOSOLIDS RECEIVING AND PROCESSING  
MILLIDGEVILLE AND EASTERN WASTEWATER TREATMENT PLANTS"**

will be received until 2:30:00 p.m., Tuesday, November 2<sup>nd</sup>, 2021 for the receiving and processing of biosolids from the Millidgeville and Eastern Waste Water Treatment Plants as per the specifications, terms and conditions as specified.

Tenders will be opened publicly by the Tender Opening Committee, in the second-floor boardroom, 175 Rothesay Avenue, Municipal Operations Complex, immediately following the tender closing time. **Bidders may attend remotely by Teams invitation.**

The lowest or any tender not necessarily accepted.

**Monic MacVicar, CCLP, CPPB  
Procurement Specialist,  
Supply Chain Management**

*Issued October 12<sup>th</sup>, 2021*

## T E N D E R

### BIOSOLIDS RECEIVING AND PROCESSING MILLIDGEVILLE AND EASTERN WASTEWATER TREATMENT PLANTS 2021-084201T

#### **SCOPE:**

The City of Saint John is seeking bids from companies capable of receiving and processing biosolids from the Millidgeville Wastewater Treatment Plant and Eastern Wastewater Treatment Facility located in Saint John, New Brunswick for the establishment of a two (2) year supply agreement, with a possible one (1) year extension at the City's option and upon mutual agreement with the current supplier.

#### **SPECIFICATIONS:**

These facilities through their treatment processes generate biosolids on a constant basis as follows:

- ◆ Routine biosolid generation – up to 80 tonnes per week
- ◆ Biosolids contain approximately 30 – 32% solids concentration at the Millidgeville and Eastern plants
- ◆ The City will deliver biosolids in a trailer from one location and roll-on/roll-off bins from another location. Generally, 80 tonnes per week would require seven or more deliveries.
- ◆ In order to keep transportation costs to a minimal, the City of Saint John will only consider bids that are within a 150 km radius from Saint John, N.B.

#### **NOTE:**

The New Brunswick Department of the Environment and Local Government requires all producers of waste material to take an active role in ensuring that it is disposed of in an environmentally acceptable manner.

Therefore, the City of Saint John will only consider bids from proponents who now currently have or are able to acquire approval from the Department of the Environment and Local Government to process biosolids generated by the City of Saint John.

More information on this matter is available by contacting Mr. Barry Leger at the N.B. Dept. of Environment and Local Government at the following e-mail: [Barry.Leger@gnb.ca](mailto:Barry.Leger@gnb.ca).

## **TERMS AND CONDITIONS:**

### **1. SUBMISSION INSTRUCTIONS**

Sealed tenders, hand delivered or couriered, addressed to Monic MacVicar, CCLP, CPPB Supply Chain Management, 1<sup>st</sup> Floor – 175 Rothesay Avenue, Saint John, N.B., E2J 2B4 and marked on the envelope:

**"TENDER 2021-084201T -  
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will be received until 2:30:00 p.m., Tuesday, November 2<sup>nd</sup>, 2021 for the receiving and processing of Biosolids as per specifications and terms and conditions.

### **2. TENDER TO BE SUBMITTED ON PRESCRIBED FORM**

Bidders are to submit their tender on the prescribed form contained in this document. Failure to submit on this form may result in the disqualification of the tender.

### **3. ENQUIRIES**

Bidders shall promptly examine the bid documents and report any errors, omissions or ambiguities and may direct enquiries or seek additional information in writing by email before the deadline for enquiries to the Authorized Enquiries Contact as set out below. No such communications are to be directed to anyone other than the Authorized Enquiries Contact.

### **4. AUTHORIZED ENQUIRIES CONTACT**

Monic MacVicar, CCLP, CBBP  
Supply Chain Management  
City of Saint John  
Email: [supplychainmanagement@saintjohn.ca](mailto:supplychainmanagement@saintjohn.ca)

It is the Bidder's responsibility to seek clarification from the City on any matter it considers unclear. The City shall not be responsible for any misunderstanding on the part of the Bidder concerning this bid document or its process.

The City intends to confirm receipt of a bidder's communication by way of an email or facsimile in reply. If a bidder has not received a reply, the bidder may wish to resend its communication as the lack of reply may have resulted from a technical problem. The City is under no obligation to respond to enquiries or provide additional information but may do so at its sole discretion.

Responses to inquiries may be distributed to all bidders on the invitation list as having received the bid documents as of the date the response is prepared. The source of the question will not be identified in the response. Verbal information shall not be binding upon the City. Inquiries received after the deadline for enquiries will not receive a response.

All inquiries regarding this Tender shall be submitted in writing, before 4:00:00p.m., local time, on Monday, October 25<sup>th</sup>, 2021.

**5. ADDENDA**

Periodically, the City of Saint John is required to issue notification of changes or corrections to a bid document by way of addenda. Normally these notifications will have direct bearing on the cost of a project and will influence the way you bid. Therefore, it is important that the City have assurances that you in-fact received the notification.

Proponents are responsible for obtaining all addenda issued by the City. Addenda may be obtained from the City's website ([www.saintjohn.ca](http://www.saintjohn.ca)) under the City Menu, City Hall and option "Tender and Proposals".

Bidders are required to sign and include all addenda with their bid submission.

Failure to include a copy of all signed addenda with the bid submission, may result in rejection of your bid regardless, whether the changes noted in the addendum are included in the bid submission or not.

**6. ADVISORY NOTICE**

Periodically, the City of Saint John is required to issue clarification notices to a bid document in the form of an Advisory Notice. Normally these notifications will not have direct bearing on the cost of a project and will not influence the way you bid.

Proponents are responsible for obtaining all advisory notice(s) issued by the City. Advisory Notice(s) may be obtained from the City's website ([www.saintjohn.ca](http://www.saintjohn.ca)) under the City Menu, City Hall and option "Tender and Proposals".

Bidders are instructed to sign the Advisory Notice and return it either by fax to (506) 658-4742 or email to [supplychainmanagement@saintjohn.ca](mailto:supplychainmanagement@saintjohn.ca) prior to the closing date.

Failure to comply with the instructions on an advisory may result in rejection of your bid.

**7. GOVERNING LAW, TRADE TREATIES AND POLICIES**

This procurement will be in accordance with the laws of the province of New Brunswick and the federal laws of Canada.

This procurement is also subject to the following Policies, Legislation and Internal Trade Agreement(s) including:

- The Atlantic Procurement Agreement
- New Brunswick Procurement Act and Regulation 2014-93
- City of Saint John Policy for the Procurement of Goods, Services and Construction

**8. SCHEDULE FOR THE BID PROCESS**

Issue Date	<b>Tuesday, October 12<sup>th</sup>, 2021</b>
Deadline for Enquiries	<b>Monday, October 25<sup>th</sup>, 2021 at 4:00:00PM AST</b>
Deadline for Issuing Addenda	<b>Tuesday, October 26<sup>th</sup>, 2021</b>
Submission Deadline	<b>Tuesday, November 2<sup>nd</sup>, 2021 at 2:30:00PM AST</b>
Date of Award (if applicable)	<b>November 16<sup>th</sup>, 2021</b>

The Schedule for the bid process is tentative only and may be changed by the City in its sole discretion.

**9. INVOICING REQUIREMENTS**

All invoices submitted under the agreement resulting from this procurement shall bear the corresponding Request for Goods and Services number and/or Purchase order number. Invoices not bearing the applicable number(s) may not be paid. The City's payment terms as detailed in this document will not take effect until such time as the invoice(s) is/are received bearing the applicable number(s).

**10. PAYMENT**

Payment shall be based on Net 45 Days from date of invoice or receipt of goods, whichever is later. Invoices can either be mailed to: City of Saint John, Accounts Payable Department, P.O. Box 1971, Saint John, NB, E2L 4L1, or by email to the Accounts Payable department (accountspayable@saintjohn.ca). Vendors are to ensure invoices are not sent both ways.

**11. AWARD**

The city does not limit itself to accepting the lowest, or any tender submitted, but reserves the right to award the tender in any manner deemed to be in the City's best interest. It is the City of Saint John's intention to award this agreement to one Vendor.

**12. TERM**

The term of this agreement will be for a period of twenty-four months from date of award, with the possibility to extend for one additional year at the City's option and upon mutual agreement with the current supplier.

**13. VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of the owner either before or after execution of the contract shall effect or modify any of the terms or obligations contained in any of the documents comprising the said contract.

**14. FAX TENDERS**

Tenders received by fax **WILL NOT** be accepted.

**15. LATE BIDS**

Bids received after the time and date as shown on the request for quotation shall not be considered.

**16. TAXES**

The City of Saint John is not exempt from the 15% harmonized sales tax. Prices are to be all taxes extra. The City of Saint John shall be invoiced for and pay all applicable taxes related to this bid.

**17. MANDATORY REQUIREMENTS**

Each submission will be evaluated to ensure that it complies with the mandatory requirements and may be rejected if it does not comply. The evaluation of mandatory requirements will confirm that:

- the submission was received prior to the applicable Submission Deadline;
- the bid submission is signed;
- the bid submission is legible;
- the bid submission does not contain a substantive qualification or conditions that are contrary to the terms of the bid document;
- the bid submission does not contain a change in price that was not initialled by the person who signed the submission;
- the bid submission is in English;

**18. CANCELTION CLAUSE**

In the event that the successful bidder does not comply with the specifications and terms and conditions of this tender, at any time throughout the duration of the contract, the City of Saint John reserves the right to cancel the contract in its entirety.

**19. VALIDITY PERIOD**

The bid submission constitutes an offer which shall remain open and irrevocable until 90 days after the submission deadline.

**20. DISPOSAL LOCATION**

In order to keep transportation costs to a minimal, the City of Saint John will only consider bids that are within a 150 km radius from Saint John, N.B.

**21. CLARIFICATION OF BIDS**

The City of Saint John reserves the right in its sole discretion to clarify any bid after close of bidding without becoming obligated to clarify any other bid.

**22. INDEMNIFICATION**

The contractor agrees to indemnify and save harmless the City of Saint John from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which may occur through the performance of this contract.

**23. ACCEPTANCE, REVOCATION AND REJECTION OF TENDERS**

The bidder agrees that his tender is a firm offer to supply the goods and/or services specified herein at the quoted price, and in accordance with the terms and conditions herein contained. The bidder may revoke his tender at any time prior to the time fixed for tender opening by delivering, or causing to be delivered, written notice of revocation to the designated official at the City of Saint John. Revocation will take effect from the time the notice is actually received. A notice of revocation will not be accepted after the time fixed for tender opening.

The bid shall not be restricted by a statement added to the Tender Form, or by a covering letter, or by alterations to the tender form as supplied, unless otherwise provided herein and further, a tender form that has been altered in any way may be deemed to be a non-confirming bid and, therefore, rejected. Bidders shall be allowed to attach descriptive literature, whose sole purpose is to amplify the bid.

**24. PERMITS AND REGULATIONS**

All contractors shall obtain and pay for any and all permits required by the authorities having jurisdiction, and arrange for all inspections of the work by these authorities.

**25. WORKSAFENB CERTIFICATE AND BUSINESS CORPORATIONS ACT CERTIFICATE**

- a) New Brunswick Tenderers shall provide to the City a WorkSafeNB certificate which confirms proper registration and good standing with WorkSafeNB and a *Business Corporations Act* Certificate which confirms proper registration and good standing with the Province of New Brunswick - Corporate Affairs within five (5) Working Days following the City's notice of selection.
- b) Out-of-province Tenderers shall provide to the City a WorkSafeNB certificate which confirms proper registration and good standing with WorkSafeNB or a letter or certificate issued under the equivalent applicable legislation in the province of origin of the Tenderer confirming extension of coverage from said legislation to the Province of New Brunswick for the term of the Contract. Subject to paragraph c), out-of-province Tenderers shall also provide a *Business Corporations Act* Certificate which confirms proper registration and good standing with the Province of New Brunswick - Corporate Affairs within five (5) Working Days following the City's notice of selection.
- c) Tenderers from Nova Scotia may submit the appropriate *Business Corporations Act* Certificate from the Province of Nova Scotia.

**26. INSURANCE**

The successful contractor shall provide evidence of the following insurance coverage:

- 1) General liability with minimum limits of one million dollars, (\$2,000,000.00). The policy shall include:

- Operations of the contractor in connection with this tender;
  - Products and completed operations coverage;
  - Contractual liability with respect to this tender;
  - The City of Saint John added as an additional insured;
  - Thirty (30) days' notice of cancellation of this policy "**will**" be given to the City of Saint John, by the insurers;
  - non-owned automobile;
- 2) Standard automobile insurance for owned automobiles with at least the minimum limits allowed by law.

**27. MANDATORY REQUIREMENTS**

Mandatory requirements include Environmental Impairment Liability Insurance covering at least \$5,000,000.00 per accident or occurrence; Commercial General Liability Insurance; Errors and Omissions Liability; all licenses certificates of approval and permits required by law for this type of work.

**28. GUIDELINES**

All work must be done in accordance with any and all Federal, Provincial and Municipal Environmental Protection Guidelines.

**29. DUE DILIGENCE**

In the event that a health and safety offence is committed, the onus falls on the employer to prove that it exercised due diligence (i.e. did everything it reasonably could) in order to avoid the offence.

When hiring contractors, the City of Saint John is responsible for ensuring compliance with Health and Safety Legislation and must make sure that the appropriate accident prevention systems are implemented in the work place.

Therefore, if any contractor is found to be working in an unsafe manner, or outside of current legislation, he will be made to stop work immediately. Any losses which may arise as a result of this work stoppage are the responsibility of the contractor.

Failure to comply with current legislation on the part of the contractor, may lead to cancellation of this contract and any tender deposits that may be in place.

**30. RESERVED RIGHTS**

The City reserves the right to:

- a) Reject an unbalanced Tender. For the purpose of this section, an unbalanced tender is a tender containing a unit price which deviates substantially from, or does not fairly represent reasonable and proper compensation for the unit of work bid or one that contains prices which appear to be so unbalanced as to adversely affect the interests of the City. The City reserves the right to use tenders submitted in response to this Request for Tender or for other like or similar work as a guideline in determining if a bid is unbalanced.
- b) Amend or modify the scope of the Work, and/or cancel or suspend the Tender award, at any time for any reason;



- c) Require Tenderers to provide additional information after the Tender Closing to support or clarify their Tender;
- d) Not accept any or all Tenders;
- e) Not accept a Tender from a Tenderer who is itself, or whose principals, owners or directors are also principals, owners or directors of another entity which is, involved in litigation, arbitration or any other similar proceeding against the City;
- f) Reject any or all Tenders without any obligation, compensation or reimbursement to any Tenderer or any of its team members;
- g) Withdraw this Request for Tender and cancel or suspend the Tendering Process;
- h) Extend, from time to time, any date, any time period or deadline provided in this Tender (including, without limitation, the Tender Closing), upon written notice to all Tenderers;
- i) Assess and reject a Tender on the basis of:
  - (i) information provided by references;
  - (ii) the Tenderer's past performance on previous contracts;
  - (iii) the information provided by a Tenderer pursuant to the City exercising its clarification rights under this Tendering Process;
  - (iv) the Tenderer's experience with performing the type and scope of work specified;
  - (v) other relevant information that arises during this Tendering Process;
- j) Waive formalities and accept Tenders which substantially comply with the requirements of this Request for Tender;
- k) Verify with any Tenderer or with a third party any information set out in a Tender;
- l) Disqualify any Tenderer whose Tender contains misrepresentations or any other inaccurate or misleading information;
- m) Disqualify any Tenderer who has engaged in conduct prohibited by the Tender Documents;
- n) Make changes, including substantial changes, to the Tender Documents provided that those changes are issued by way of addenda in the manner set out in these Instructions to Tenderers;
- o) Select any Tenderer other than the Tenderer whose Tender reflects the lowest cost to the City;
- p) Cancel this Tendering Process at any stage, for any reason;
- q) Cancel this Tendering Process at any stage and issue a new Request for Tender for the same or similar deliverables;
- r) Accept any Tender in whole or in part;

- s) Waive minor non-compliance with the mandatory requirements of the Tender Documents and accept the Tender; or
- t) Accept a Tender which contains the following errors:
  - (i) error in mathematics – whether this involves the extension of a unit price or an error in addition, the mistake will be corrected and the correct total will be used for evaluation purposes and will be binding on the Tenderer.
  - (ii) conflict between the written and numerical bid prices. In all cases, the total bid price will be corrected to reflect the written bid price, whether lump sum or unit price.
  - (iii) failure to include the contingency allowance in the total Tender Price. If the contingency allowance was not included in the addition, the Tender Price shall be corrected to reflect its inclusion.

and these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and the City shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Tenderer or any third party resulting from the City exercising any of its express or implied rights under this Request for Tender.

By submitting a Tender, the Tenderer authorizes the collection by the City of the information set out at paragraph i) in the manner contemplated in that subparagraph.

### **31. LIMITATION OF LIABILITY AND WAIVER**

Each Tenderer, by submitting a Tender, agrees that:

- a) Neither the City nor any of its employees, agents, advisors or representatives will be liable, under any circumstances, for any Claim arising out of this Tendering Process including but not limited to costs of preparation of the Tender, loss of profits, loss of opportunity or for any other Claim; and
- b) The Tenderer waives any Claim for any compensation of any kind whatsoever, including Claims for cost of preparation of the Tender, loss of profit or loss of opportunity by reason of the City's decision to not accept the Tender submitted by the Tenderer, to award a Contract to any other Tenderer or to cancel this Tendering Process, and the Tenderer shall be deemed to have agreed to waive such right or Claim.

**FORM OF TENDER**

**BIOSOLIDS RECEIVING AND PROCESSING  
 MILLIDGEVILLE AND EASTERN WASTEWATER TREATMENT PLANTS**

The City of Saint John is seeking bids from companies capable of receiving and processing biosolids from the Millidgeville Wastewater Treatment Plant and Eastern Wastewater Treatment Facility located in Saint John, New Brunswick for the establishment of a two (2) year supply agreement, with a possible one (1) year extension at the City’s option and upon mutual agreement with the current supplier.

ITEM	DESCRIPTION	UNIT PRICE
1	Receiving of Biosolids – charge per tonne	\$ /Tonne

All Taxes extra. Please quote your net price on each of the above commodities or services.

Company:	Address:
Name: (print)	Signature
Tel. No.:            Fax No:	Date: