



TOWN OF YARMOUTH
Collection of Source Separated Municipal Solid Waste 2025

February 17, 2025

To whom it may concern:

We propose to contract services for the collection of sources separated residential solid waste i.e. recyclables, organics and residual waste within the Town of Yarmouth.

Please find attached the tender documents, together with the necessary specifications, terms & conditions, and schedules all for your use in submitting tender prices.

Items requiring special mention are as follows:

- (a) The contractor shall base his price on the collection of two waste streams per week. Recyclables shall be collected once a week and residuals and organics shall be collected on alternating weeks i.e. bi-weekly pickup. The contractor may use two separate vehicles or one single unit to perform the collection service. However, the contractor shall specify the method they intend to use.
- (b) The contractor must provide pricing for a five-year term.
- (c) The contractor is required to outline the equipment (including capacity, age and condition) and proposed equipment including backup that he intends to use in the performance of this contract, as well as the number of employees he purposes to use.
- (d) The tender closing date will be on **Thursday March 6, 2025**, at 3:00 p.m. Sealed tenders are to be returned to the office of the Chief Administrative Officer, 400 Main Street, Yarmouth, Nova Scotia, B5A 1G2 in a sealed envelope clearly marked **"Tender - Collection of Source Separated Municipal Solid Waste."**

Late tenders will not be accepted and will be returned unopened. Fax or telephone bids will not be accepted. Tenders must be fully completed.

Public opening of the tenders will be held in Council Chambers, 400 Main Street, Yarmouth, Nova Scotia immediately following the closing of the tender.

The Town of Yarmouth reserves the right to reject any and all tenders, or to award a portion of the tendered work. Such things as past performance, ability, financial stability, previous experience, equipment availability will all be taken into consideration when awarding the contract.

If there are any questions or problems, please do not hesitate to contact the undersigned at telephone (902) 742-7525.

Yours truly,

Chad E. LeBlanc,
Director of Operational Services

February 17, 2025

**Collection Contract for
Residential Source Separated Solid Waste**

This agreement made this _____ day of _____ in the year of 2025,

BETWEEN: _____
Name of Contractor

Hereinafter called the "CONTRACTOR"

OF THE FIRST PART

-and-

THE TOWN OF YARMOUTH

a body corporate under Chapter 192, Revised Statutes of Nova Scotia, 1967, the Municipal Act having its head office and chief place of business at Yarmouth in the County of Yarmouth Province of Nova Scotia.

Hereinafter called the "TOWN"

OF THE SECOND PART

WITNESSETH that the parties hereto and in consideration of the covenants, agreements and undertakings made each to the other and hereinafter set forth have agreed one with the other in accordance with the "Tender Specifications", "General Terms & Conditions", "Appendices", and "Tender Form" for Residential Source Separated Solid Waste Collection.

Town of Yarmouth
Specification for the Collection and
Transportation of Source Separated
Solid Waste

- (a) The work shall include all labour, plant, equipment, materials etc. including incidentals, required to provide Source Separated Solid Waste collection and transportation to a disposal site for the residential sector within the Town of Yarmouth. Residential sector includes any single family and multi-family housing unit up to and including 4 units.
- (b) The total number of dwelling units which are included within the residential sector and for which collection is provided is currently 2,823 units.
- (c) The collection will be divided into three streams consisting of residuals, organics and recyclables and transportation of those waste materials to the locations specified.
- (d) Collection of residuals will occur once every two weeks (bi-weekly) alternating with bi-weekly collection of organics. Recyclables will be collected once per week on the same day as collection of residuals or organics occurs. **Nova Scotia is transitioning to a provincially legislated Extended Producer Responsibility (EPR) program for packaging, printed paper, and packaging-like products. This program, which takes effect on December 1, 2025, will transfer the role of managing the curbside collection of recyclable materials from municipalities to the packaging industry and their representatives. This means that after November 31, 2025, the Town may no longer be responsible for collecting and managing the curbside collection of recyclable materials. This transfer of responsibility may affect the number serviced units required and/or the materials collected at each stop. The Town shall provide a minimum 60-day notice to the contractor of such a change. Paragraph (o) of the Terms and Conditions provides further clarification.**
- (e) The Contractor may use two separate vehicles or a single 2 stream unit to perform the collection service. However, the contractor must ensure that no cross contamination occurs between the two waste streams.
- (f) Collection of recyclables and organics/residuals will be carried out weekdays, Tuesday to Thursday between the hours of 7:00 a.m. and 6:00 p.m. and a regular schedule must be maintained. During storm days or equipment breakdowns, routes must be completed for that day. Any changes in the collection schedule shall be advertised in the local paper at least one week prior to such a change at the contractor's expense. A printed collection schedule will be delivered to residents prior to year end for the following year. The schedule will be by mutual agreement and will be printed and delivered at the Town's expense.
- (g) The Town mainly utilizes aerated carts as containers for the curbside collection of organics. Aerated carts must be emptied into collection vehicles using cart lifters. Purchase and installation of cart tipper or tipping arms suitable for the dumping of organics carts shall be the responsibility of the contractor. It is the contractor's responsibility to ensure that the cart lifters on his vehicle are of the correct type and are properly installed & maintained to prevent damage to the organics carts.

- (h) Excess leaf & yard waste that is placed along side of the aerated carts in paper (or approved biodegradable) bags will be collected and emptied by the Contractor. As well, brush and branches that are bundled and placed for collection will be picked up by the Contractor.
- (i) Collected organic materials will be delivered to the Town of Yarmouth Compost Processing Facility located at 1932 Hardscratch Road adjacent to the Yarmouth County Solid Waste Park.
- (j) Acceptable organic materials are those compostable materials as described in Appendix "A" Compostable Materials.
- (k) Recyclables will be collected in blue bags and delivered to the materials processing facility of Scotia Recycling located at 273 Forest Street in the Town of Yarmouth. Paper fibre materials such as newsprint and corrugated cardboard are to be collected in a separate bag or flattened and bundled. Recyclables are those materials accepted by the materials processing facility as defined in Appendix "B" Recyclable Materials. Paper and cardboard are to be separated from the remainder of the recyclables in the collection vehicle and are to be dumped separately on the tipping floor at the recycling facility.
- (l) All collected residuals under this contract shall be delivered to the Yarmouth Transfer Station located at 1936 Hardscratch Road. The types of materials to be collected as residuals includes all those materials other than recyclables or compostable organics and does not include white goods or metals such as stoves, fridges, furnaces etc. nor banned materials as described under the Solid Waste Resource Management Act as listed in Appendix "D".
- (m) Special waste will be collected on a bi-weekly basis at the same time as residual waste and delivered to the Transfer Station for disposal. Special wastes include bulky items such as chesterfields, chairs, mattresses, rugs, sheet flooring, small appliances, etc. as listed on Appendix "C".
- (n) The contractor shall provide a monthly collection of white goods and metals for the residential sector within town and dispose of these materials at the Yarmouth County Solid Waste Park at 1936 Hardscratch Road. The collection of white goods and metals shall take place on the last Friday of the month. The list of acceptable materials to be included in the white goods and metals collection is as per Appendix "E". Car parts and bodies, engines, hot water boilers, and oil tanks are excluded from the list of acceptable materials.
- (o) The Contractor shall provide a monthly collection of waste wood materials between April 1st and Nov 1st within town for the residential sector and dispose of the materials at the Yarmouth County Solid Waste Park at 1936 Hardscratch Road. Limited quantities of materials will be permitted to be collected and does not include demolition materials from major renovation projects, including roofing materials, decks, sheds, etc. The volume of materials permitted to be collected include up to ½ cubic yard (i.e. 3' X 3' X 1.5') with a maximum dimension of 4 feet in any one direction.
- (p) The Contractor shall provide an annual collection of brush, bushes, and small tree limbs in the spring during the month of April (date to be mutually agreed between Town and contractor) for the residential sector and dispose of the materials at the Yarmouth Compost Facility located at 1936 Hardscratch Road. Limbs shall be limited to 4 feet in length to a maximum diameter of 6". Quantities shall be limited to a maximum volume of 2.5 cubic yards.

- (q) If any of the receiving facilities for the three waste streams is changed from the present locations, and the new transportation distance is increased/decreased by less than 20 kilometers, then there shall be no change in the contractor's tendered price. If the new distance exceeds 20 kilometers, then an appropriate contract adjustment will be made based upon the increase in kilometers and cost of operation per kilometer. Contractor is required to submit a per kilometer fee that would apply for new facilities located more than 20 kilometers from the existing locations.
- (r) There shall be no charge to the contractor for tipping residuals, organics or recyclables at the landfill, compost or materials recovery facilities in the performance of this contract.
- (s) The Contractor shall not charge the general public for the collection of wastes at the curb or roadside under this contract.
- (t) The collection of materials shall take place from both sides of the roadway (two-sided pick-up) on local streets. For high volume traffic streets, the Contractor shall collect materials from one side only at a time. Due consideration shall be given to requirements of the Occupational Health & Safety Act and Regulations & the Motor Vehicle Act. All vehicles shall be equipped with rotating amber warning lights located so as to be visible from both directions and will be used at all times during collection. Traffic safety vests shall be supplied by the Contractor and worn by all workers while working in the traveled portion of the roadway during collection.
- (u) The Contractor shall ensure all required personal protective equipment is worn by workers during the execution of the work including gloves, safety boots, safety glasses, hard hats etc.
- (v) Every vehicle used in collection of solid wastes shall be loaded so as to prevent spillage of the contents of the vehicle during transport. The contractor is responsible to immediately clean-up any debris which falls from the collection vehicle or debris spilled in the process of dumping carts or loading bags or other containers into the vehicle. Collection vehicles shall be equipped with clean-up equipment for spillage including brooms and shovels. Liquid or moisture shall not be permitted to drain from collection vehicles onto roads and streets.
- (w) All collection vehicles shall be washed, cleaned and deodorized at least once per week, and the contractor is to indicate the method of washing to be used.
- (x) Equipment shall be painted as required on a regular basis to maintain an acceptable physical appearance, to the satisfaction of the Director of Operational Services or his designate.
- (y) All vehicles used in the collection of solid waste shall be clearly identified as belonging to the Contractor and shall include the office telephone number of the owner displayed on each side of the vehicle.
- (z) The Contractor shall maintain an office which is manned during normal hours to receive and address complaints and reports of missed stops received from the public. All collection vehicles shall be equipped with two-way radios or cellular phones for communication with his office supervisor. The Contractor shall address complaints and missed stops on the same working day that they occur when reasonably possible. In lieu of a manned office, the contractor may utilize a cellular phone service to provide communication with the general public and Director of Operational Services or his designate to ensure prompt and efficient handling of customer complaints.

- (aa) The Town of Yarmouth has been divided into three collection districts as shown on schedule "D". The contract price will be adjusted each year in proportion to the actual number of building permits or demolition permits issued by the Building Inspector for each year, combined with the number of dwelling units declared abandoned. The increase/decrease in the contract price will be calculated on or about April 1st of each year with modification of amount provided to the contractor. The increase/decrease will be calculated in proportion to the actual number of months of service provided in the current year. The increase/decrease will be calculated from the total contract price divided by the estimated number of residential units multiplied by the number of residential units added or deducted from April 1st (previous year) to March 31st (current year).
- (bb) The Contractor may be required to provide other solid waste collection services in addition to those set forth in this contract. All such charges and fees shall be by mutual agreement between the Town & Contractor.
- (cc) The statistics for weights of residuals, organics, recyclable materials, as well as special waste and white goods and metals which have been collected over several years are as outlined below, and are to be used as a guide for the weights expected to be collected in future years:

	<u>Recyclables</u>	<u>Organics</u>	<u>Residuals</u>
2019/20	274	665	792
2020/21	334	683	867
2021/22	n/a	687	857
2022/23	300	640	816
2023/24	293	649	809

	<u>Metals & White Goods</u>	<u>Special Waste (wood/brush)</u>
2019/20	19.17	22.10
2020/21	24.63	27.95
2021/22	19.29	15.88
2022/23	18.61	21.15
2023/24	19.45	13.17

- (dd) The Contractor shall provide timely reports to the Director of Operational Services or his designate of any problem areas, non-co-operation by residents and suggested changes in procedures. The Contractor shall keep records of individuals who are not participating in the recyclable/organics program or who are disposing of unacceptable waste. The Contractor shall keep a daily record of addresses where materials were rejected, and an indication of the reason materials were not collected. A log of customer complaints, service calls and actions taken is to be maintained and reported monthly to the Director of Operational Services.
- (ee) If any materials are not collected because the materials do not comply with the Garbage Collection, Storage & Disposal By-law or Provincial Solid Waste Regulations, then the Contractor shall apply educational stickers to the materials left behind stating the reason for rejection. Educational stickers will be supplied by the Town.

- (ff) The above noted specifications form part of the contract documents and must be attached to each tender.

Town of Yarmouth
General Terms & Conditions

- (a) The Contractor shall collect, remove and dispose of only that acceptable solid waste from residential housing units which has been placed for collection in accordance with the Collection, Storage & Disposal By-Law and subsequent revisions. No commercial, industrial or institutional solid waste shall be permitted to be collected and mixed with residential waste during the performance of this contract. In addition, no solid waste shall be permitted to be collected from outside of the town boundaries and mixed with residential waste collected during the performance of this contract.
- (b) The Contractor shall comply with all applicable municipal by-laws & policies and all federal and provincial regulations including but not limited to the Occupational Health & Safety Act & Worker's Compensation Act.
- (c) The term of the contract shall be for a period of 60 months commencing from the date of award of the contract.
- (d) This contract shall not be assigned, nor shall any sub-contractor be employed by the contractor without the prior written approval of the Engineer or his designated representative.
- (e) The Contractor including his servants and agents shall carry Public Liability & Property Damage Insurance, without intermission, in the amount of at least \$2,000,000.00 per vehicle. Such policies are to contain a provision whereby the Town's representative would receive thirty days notice of cancellation or any alteration to the policy to the prejudice of the Town. Prior to award of the contract, copies of the insurance policies & receipts for renewal premiums shall be provided to the Director of operational Services. The Contractor shall require his insurance company to provide a certificate of insurance to the Town each year during the term of the contract. In default of the requirement of this clause, the Town may obtain such insurance and charge all premiums paid by the Town against any payments due the contractor by the Town, without recourse by the Contractor.
- (f) Any increase in the cost of insurance coverage shall be paid to the contractor in addition to the regular sum for providing Collection services. The increase shall be effective on and from the date of increase calculated pro-rata annually. Similarly, any decrease in insurance premiums shall be adjusted in favor of the Town. If the collection vehicles are used for more than one contact than the cost increase shall be divided between the users based on percentage of time used.
- (g) The bidder may present an alternate insurance escalator clause for consideration by the Town.
- (h) The Contractor shall indemnify and save harmless the Town against and from all damages, claims, suits, demands, actions, judgments and cost of any kind and description as a result of injury or property damage of others resulting from the performance of this contact or through any improper or defective equipment used by the Contractor or through any act or omission on the part of the Contractor, his employees or Sub-Contractors.

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- (i) If the Contractor should be adjudged as bankrupt or if he should make a general assignment for the benefit of his creditors or if a receiver should be appointed on account of his insolvency or if he should fail to supply enough properly trained labour or proper equipment after receiving seven days notice in writing from the Town to supply additional workmen or equipment or persistently disregards laws, ordinances or the instructions of the Director of Operational Services or his designate, or otherwise be guilty of a substantial violation of the provisions of this contract, the Town may, without prejudice to any other right or remedy, by giving the Contractor written notice, terminate the Contract and finish the work by whatever method the Town deems expedient.
- (j) Residuals, Recyclables and Organic materials which are placed for collection under this contract are the responsibility of the Town once they are collected by the Contractor. The Contractor, his employees and Sub-Contractors shall not retain for their benefit any of the materials collected under this contract but shall promptly transport the materials to the designated facilities.
- (k) The Contractor shall be paid monthly for the five-year term on the basis of equal installments of 1/12th of the sum allocated for each year.
- (l) Prior to the award of the contract, the Contractor shall furnish to the Town's Representative a Performance Bond, to be in force during the full term of the contract covering the performance of the contract and the payment of all obligations arising under the contract. All required bonds shall be executed by a Bonding Company authorized to carry on business in Nova Scotia and shall be made payable to the Town of Yarmouth. All costs of purchasing and administration for bonds shall be paid by the Contractor and included in the contract price.
- (m) Alternate security in the form of a certified cheque or irrevocable statement of commercial credit in the amount of one tenth (1/10th) of the total contract price will be accepted by the Town of Yarmouth and will be returned to the Contractor upon satisfactory completion of the contract, without interest. The successful contractor shall furnish the required security within ten (10) working days upon receipt of written confirmation of acceptance of the tender.
- (n) The Bidder shall be paid by the Owner an amount per month which is calculated based upon the price of diesel fuel compared to a benchmark price which is established at the time of award of the contract. Both parties shall agree to the benchmark price at the time of award of the contract. If no agreement can be reached, then the price of fuel shall be the listed rack price F.O.B. Dartmouth as set by the Public Utilities Board.

The bidder shall maintain a log of the number of kilometers traveled by the collection vehicles on a daily basis and submitted to the owner on a monthly basis. The following formula shall be used for calculating the fuel adjustment for the contract:

(Monthly) Kilometers Traveled X Fuel Consumption X Price Difference

A figure of .52 litre/kilometer shall be used for the fuel consumption for collection vehicles unless the bidder can demonstrate that another consumption rate is more appropriate.

- (o) The Town, without invalidating the contract, may order additions or deductions from the scope of work, with the contract sum being adjusted accordingly. Any claims for extra or reduced costs shall be adjusted at the time of ordering such change. The owner reserves the right to increase or reduce the number of serviced (dwelling) units. Specifically, when the EPR regulations come into effect on

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December 1, 2025, the Town reserves the right to discontinue its responsibility for the curbside collection of recyclables and shall owe no financial or legal responsibility to the Contractor for that decision. The town will make every effort to notify the Contractor its intent as soon as reasonably possible throughout the implementation of EPR. For greater certainty, in the event of a discontinuation of a portion of the contracted work, the Contractor shall have no right to claim against the Town except with respect to amounts owing prior to the discontinuance. Additionally, notwithstanding any subsequent work changes, the Contract, including any pricing provisions, shall remain binding in all other respects. On an annual basis, the Town will confirm changes in the work in writing with any associated claims for extra cost or other adjustments in the contract sum also confirmed accordingly.

(p) The above noted general terms and conditions form part of the contract documents and must be attached to each tender.

This agreement shall ensure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, and permitted successors and assigns.

In witness whereof the parties hereto set their hands and seals on the day and year first above written.

Signed, Sealed & Delivered	}	_____
in the presence of	}	Contractor
	}	
_____	}	Per: _____
Witness	}	
	}	Per: _____

Signed Sealed & Delivered	}	Town of Yarmouth
in the presence of:	}	
	}	_____
_____	}	Mayor
Witness	}	
	}	_____
	}	Chief Administrative Officer

Appendix "A"

Compostable Waste Including:

- vegetables, fruits & peelings
- coffee grounds, filters and tea bags
- sugar, flour & potato bags
- meat, fish & bones
- pasta
- bread, pastry & rice
- solid dairy products
- egg shells
- paper towels & napkins
- freezer paper, waxed paper & cardboard
- paper plates & cups
- grass, leaves, twigs, brush & branches (less than 4' in length)
- garden & house plant waste
- saw dust, wood shavings & chips
- grease & fats (solidified)

Appendix "B"

Recyclable materials including (but not limited to):

- redeemable beverage containers
- milk cartons
- tin / steel cans
- aluminum plates, trays, & foil wrap
- glass bottles & jars
- plastic jugs & containers - #1 to #7 plastics
- paper products
 - newspaper
 - flyers
 - glossy paper (magazines, catalogue & flyers)
 - office paper (bond paper and envelopes)
 - phone books
 - egg cartons
 - cup holders
- box board
- corrugated cardboard
- motor oil, antifreeze, and windshield washer containers
- pallet wrap & clear poly

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Appendix "C"

White Goods & Metals including:

- refrigerators
- freezers
- washers
- dryers
- stoves (electric)
- hot water heaters
- dehumidifiers
- dishwashers
- barbeques
- lawn mowers
- bicycle frames
- water coolers
- electric baseboard heaters
- bathtubs
- kitchen sinks
- pots & pans

Appendix "D"

The following items are banned from disposal at landfill sites:

Redeemable Beverage Containers	April 1, 1996
Corrugated Cardboard	April 1, 1996
Newsprint	April 1, 1996
Used Tires	April 1, 1996
Automotive Lead Acid Batteries	April 1, 1996
Leaf & Yard Waste	June 1, 1996
Waste Paint	April 1, 1997
Steel/Tin Containers	September 1, 1997
Glass Containers	September 1, 1998
Low Density Polyethylene bags & Packaging	September 1, 1998
High Density Polyethylene bags & Packaging	September 1, 1998

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Tender Form

Town of Yarmouth
Residential Source Separated
Solid Waste Collection

Bidder: _____

Name: _____

Address: _____

Mailing Address: _____

Telephone #'s: _____ / _____
office fax

E-Mail Address: _____

Having carefully examined the Tender Specifications & General Terms and Conditions & having examined all conditions affecting the work, the Bidder hereby offers to furnish all vehicles, plant and labour necessary for the proper collection of recyclables, organics and residuals materials in the Town of Yarmouth in the Province of Nova Scotia commencing on **April 1, 2025** to run continuously for a period of 60 months ending **March 31, 2030** in accordance with the tender documents, for the sum of _____ /100 dollars; (\$ _____) in lawful money of Canada in addition to the sum of _____ /100 dollars; (\$ _____) for the Harmonized Sales Tax.

The Bidder agrees that the monthly charge for the **60-month term** shall be one twelfth (1/12th) of the said sum allocated for each year as follows:

Fiscal year	Base Price per Month for residuals and organics	Base Price per month for recyclables and fibres	Total Base Price (pre HST)
1st Year (April 1, 2025, to March 31, 2026)	\$	\$	\$
2nd Year (April 1, 2026, to March 31, 2027)	\$	\$	\$
3rd Year (April 1, 2027, to March 31, 2028)	\$	\$	\$
4th Year (April 1, 2028, to March 31, 2029)	\$	\$	\$
5th Year (April 1, 2029, to March 31, 2030)	\$	\$	\$
Total	\$	\$	\$

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Fiscal year	Cost per dwelling unit per month to add or delete serviced units for residuals and organics	Cost per dwelling unit per month to add or delete serviced units for recyclable containers and fibres
1st Year (April 1, 2025, to March 31, 2026)	\$	\$
2nd Year (April 1, 2026, to March 31, 2027)	\$	\$
3rd Year (April 1, 2027, to March 31, 2028)	\$	\$
4th Year (April 1, 2028, to March 31, 2029)	\$	\$
5th Year (April 1, 2029, to March 31, 2030)	\$	\$

Fuel Surcharge Adjustment:

Benchmark Diesel Fuel Base Rate \$ _____ per litre

Transportation Costs Adjustment:

Increase in haulage distance above 20 kilometers to processing/disposal facilities \$ _____ per kilometer

My reference as to financial status from which the Town's representative may confidentially receive financial details on our business is as noted below:

Financial Institution: _____

Address: _____

Contact: _____

My insurance company who has agreed to provide us with the required insurance:

Name: _____

Address: _____

Contact: _____

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The equipment that will be used on this contract is as follows (include proposed and backup equipment):

Waste Stream	Equipment Type	Capacity	Date of Manufacture

My contingency plan for equipment breakdown is:

My garage & maintenance facilities for equipment used under this contract are as follows:

My method of washing for this equipment is:

My proposed method to provide customer service is as follows:

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The following is a breakdown of the work to be performed by my own forces and the portion, if any, of the work that will be sub-contracted out and by whom the work will be performed:

My experience in the solid waste collection field or comparable field over the last five years is as outlined below:

Dated at _____, in the Province of Nova Scotia; this _____ day of _____, A.D. 2025.

Signed, Sealed & Delivered
in the presence of:

Witness

}
}
}
}
}
}
}
}
}

Bidder

Per: _____

Per: _____