



ESSEX-WINDSOR SOLID WASTE AUTHORITY
360 FAIRVIEW AVE. W. SUITE 211, ESSEX ON, N8M 3G4
TENDER

**TENDER FOR THE PROVISION OF EQUIPMENT AND
LABOUR FOR THE PROCESSING/GRINDING OF
ORGANIC WASTE AT TRANSFER STATION #2 AND
THE REGIONAL COMPOSTING SITE AND/OR THE
PROCESSING/GRINDING OF ORGANIC WASTE AT
THE ESSEX WINDSOR MATERIAL RECOVERY
FACILITY AND THE HAULING OF THE ORGANIC
WASTE TO THE REGIONAL COMPOSTING SITE**

CONTRACT TERM: May 12, 2014 to June 2, 2018

ISSUE DATE: March 26, 2014

CLOSING DATE FOR RECEIPT OF BIDS: Tuesday April 22, 2014, 12:00 PM

CONTRACTOR NAME: _____

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DOCUMENT TAKERS RESPONSIBILITY

It is the responsibility and obligation of any and all document takers to advise the Essex-Windsor Solid Waste Authority that they are in receipt of the document. The purpose of notifying the Authority of the acquisition is to ensure that in the instance of any notices, changes or addenda the document taker can be notified with due diligence. The Authority will not be responsible for errors and/or omissions as a result of neglect or disregard of this directive on the part of the document taker. Please contact the Authority office to be added to the document takers list.

CONTACT

Katherine Hebert - Executive Secretary

Phone: 519-776-6441 x 1229

Fax: 519-776-6370

Email: khebert@ewswa.org

Or

Cameron Wright - Manager of Waste Diversion

Phone: 519-776-6441 x 1394

Email: cwright@ewswa.org

INTRODUCTION

The Essex-Windsor Solid Waste Authority requires a service provider for the provision of equipment and labour for the processing/grinding of organic waste at Transfer Station #2 and the Regional Composting Site and/or the processing/grinding of organic waste at the Essex Windsor Material Recovery Facility and the hauling of the organic waste to the Regional Composting Site.

The Authority reserves the right to reject any and all submissions and to waive formalities as the interests of the Authority may require without stating reasons therefore and the lowest or any price quote may not necessarily be accepted.

All equipment provided must adhere to all relevant federal and provincial government regulations and Environmental Compliance Approvals (ECA's).

INFORMATION FOR BIDDERS

1. CLOSING DATE

SEALED BIDS clearly marked as to contents will be received for the provision of equipment and labour for the processing/grinding of organic waste at Transfer Station #2 and the regional composting site and/or the processing/grinding of organic waste at the Essex Windsor Material Recovery Facility and the hauling of the organic waste to the Regional Composting Site..

Bids must be addressed to:

Cameron Wright, Manager of Waste Diversion

Essex-Windsor Solid Waste Authority

360 Fairview Avenue West, Suite 211

Essex, Ontario N8M 3G4

Telephone 519-776-6441 x 1394

Fax 519-776-6370

Email: cwright@ewswa.org

And will be received at his office until:

Tuesday April 22, 2014 AT 12:00PM (NOON) LOCAL TIME

Bids received after the official closing time and date specified above will not be considered!

2. TERM OF CONTRACT

The term of the Contract shall commence on May 12, 2014 and end on June 2, 2018 (the "Term"). EWSWA may mandate an extension of the Term for any period of time up to two (2) years upon the same terms and conditions contained in the Contract including, without limitation, the prices specified therein. In the case of an extension the Annual Price Adjustment clause will continue to apply.

3. PUBLIC OPENING

On the closing day, commencing at approximately 12:05 PM local time, all submissions will be opened, read and recorded publicly by the Essex-Windsor Solid Waste Authority at the above-mentioned address.

4. WITHDRAWAL OR QUALIFYING OF BIDS

A Bidder who has already submitted a Bid may submit a further Bid at any time up to the official closing time. The last Bid received shall supersede and invalidate all Bids previously submitted by that Bidder for this contract.

A Bidder may withdraw or qualify their Bid at any time up to the official closing time by submitting a letter bearing their signature and seal as in their Bid to the EWSWA. No telephone calls, telegrams, faxes or emails will be considered. Bids which are qualified may be rejected by the Authority without assigning any reasons.

5. INFORMAL OR UNBALANCED BIDS

All entries in the Form of Bid shall be made in ink or be typewritten. Entries made in pencil shall, unless otherwise decided by the Authority, be invalid or informal.

Bids which are incomplete, conditional, illegible or obscure or that contain additions not called for, reservations, erasures, alterations (unless properly and clearly made and initialed by the Bidder's signing officer) or irregularities of any kind may be rejected as informal.

Bids that contain prices which appear to be so unbalanced as likely to affect adversely the interest of the EWSWA may be rejected. Wherever in a Bid the amount quoted for an item does not agree with the extension of the estimated quantity and the Bidder's unit price, the unit price shall govern and the amount and the Total Bid Price shall be corrected accordingly.

The Authority reserves the right to waive formalities at its discretion.

Bidders who have submitted Bids that have been rejected by the Authority because of informalities will normally be notified of the reasons for the rejection within ten (10) days after the closing date for Bids.

6. QUANTITIES

The quantities as set out in this document are approximate only and are given as a basis for estimate and comparing. No additional payment will be made for any work which is required or inferable but not specifically mentioned herein. The total prices quoted shall be deemed to include all materials, equipment and labour to complete the work as specified and to the complete satisfaction of the Authority.

7. BIDS

The complete written contract documents and specifications must be submitted as the Bid and must include: a completed Form of Bid, including Statements 'A' & Statement 'B' an Agreement to Bond and a Bid deposit as required herein. The Bidder shall give the total Bid price both in words and in figures and shall fill in all blank spaces for unit prices, item prices, lump sums, and other information in the Form of Bid. The Bid must be enclosed in a sealed opaque envelope.

8. QUALIFICATION OF BIDDERS

All Bidders shall be required to demonstrate to the satisfaction of the Authority that they have adequate financial resources, experienced personnel, and expertise to perform the services required by the specifications, and shall furnish such information and/or proof of these qualifications. No contract will be awarded to any Bidder who, as determined by the Authority, is not qualified to perform the necessary service due to any unsatisfactory record, or inadequate experience, or who lacks the necessary capital, organization, and equipment to conduct and complete the service in strict accordance with the specifications.

9. BID PRICES

The prices quoted in the Form of Bid shall include the furnishing of all materials, supplies and equipment and provision of all labour, tools and equipment, utility and transportation services necessary to perform and complete all the work required under the Contract, including all miscellaneous work, whether specifically included in the Contract Documents or not.

10. SOLE INTEREST

No person, firm, or corporation other than the Bidder shall have any interest in the Bid or in the proposed contract for which the Bid is made and to which it relates.

11. OMISSIONS, DISCREPANCIES AND INTERPRETATIONS

Should a Bidder find omissions from or discrepancies in any of the Bid documents or should there be doubt as to the meaning or any part of such documents, they should notify the Authority, preferably in writing.

If the Authority considers that a correction, explanation or interpretation is necessary or desirable, they will issue an addendum to all who have taken out Bid documents. No oral explanation or interpretation shall modify any of the requirements or provisions of the Bid documents.

Neither party to the contract shall take advantage of any apparent error or omission in the Contract Documents, but the Authority shall be permitted to make such corrections and interpretations as may be necessary for fulfillment of the intent of the Contract Documents. Any work or material not included herein but which may be fairly implied as included in this Contract, of which the Authority shall judge, shall be done or furnished by the Contractor as if such work or materials had been included.

In the event of any inconsistency or conflict in the provision of the Bid documents, such provisions shall take precedence and govern in the following order:

- Scope of Work
- General Specifications
- Form of Bid
- Information for Bidders
- Bidder's Check List

12. ACCEPTANCE OR REJECTION OF BIDS

The Authority shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by a bidder prior or subsequent to or by reason of any delay in the acceptance of a bid save as provided in the Contract

Bids are subject to a formal contract being prepared and executed. The Authority reserves the right to accept or reject any or all bids and to waive formalities as the interests of the Authority may require without stating reasons therefore and the lowest or any bid will not necessarily be accepted.

The Authority will have 60 days to accept the tender and a further 30 days to execute the contract

13. BID DEPOSIT

Bids shall be accompanied by a deposit in the form of a certified cheque or bid bond in the amount of five thousand dollars (\$5,000), made payable to the Authority. The deposits of all bidders, except for the two lowest acceptable Bids, will be returned within 10 days after the bid are opened. The bid deposits of all bidders will be released upon execution by the successful Bidder of the contract agreement.

Bidders are requested to note that no interest will be paid for the Bid deposit cheque retained by the Authority. The Bidders are deemed to have made due allowance for this in their contract bid price.

The Contractor shall hold his Bid open for a period of not less than sixty (60) days and the Authority shall have the option of accepting or rejecting any or all Bids within the sixty (60) day period from the Bid closing date. After the sixty (60) day period, the Contractor may, without penalty, withdraw his Bid and his Bid deposit will be returned to him. He may, however, elect to hold his Bid open for a further period of time, if necessary, and the Authority reserves the right to accept or reject such Bid so extended.

14. BIDDER'S EXPERIENCE

In order to aid the Authority in determining the ability of each Bidder, the Bidder shall complete Statement "A", which is bound herein, stating the Bidder's experience in similar work which he has successfully completed.

15. CONTRACT EXECUTION

The successful Bidder will be required to execute the Form of Agreement of the contract documents and to furnish the required bonds or Irrevocable Letter of Credit duly executed by a Surety Company and to furnish the required certificates of insurance and good standing with the Workplace Safety and Insurance Board all within seven (7) days from the day upon which the Authority gives the Bidder notice that the Form of Agreement is to be executed. If a Bidder fails to meet the requirements of this section, his entire deposit may be forfeited to the account of the Authority.

16. WORKPLACE SAFETY AND INSURANCE

The Contractor shall furnish evidence of compliance with all requirements of the Workplace Safety and Insurance Board. Such evidence to include a certificate of good standing issued prior to the execution of the Contract, and a further certificate issued prior to the payment of the final balance due to the Contractor.

17. INSURANCE

GENERAL LIABILITY INSURANCE

The Contractor will provide a Liability Policy written on a Commercial General Liability Form for limits of not less than \$2,000,000 inclusive per occurrence for bodily injury, death, and damage to property.

The property damage deductible shall not exceed one thousand dollars (\$1,000) and shall be the responsibility of the Contractor.

The Commercial General Liability shall name as Insured:

- The Essex-Windsor Solid Waste Authority
- The County of Essex
- The City of Windsor

The Commercial General Liability Policy shall include but not be limited to the following extensions:

- All premises, property and operations necessary or incidental to the performance of the contract
- Bodily Injury and Property Damage on an occurrence basis
- Personal Injury
- Broad Form Property Damage
- Contingent Employers Liability
- Owners and Contractors Protective
- Cross Liability
- Products and Completed Operations
- Non-Owned Automobile with a limit of not less than \$2,000,000.
- Blanket Written Contractual
- 30 Days Notice of Cancellation

EQUIPMENT INSURANCE

The Contractor will provide and maintain damage insurance with respect to all equipment used by the Contractor in the operations described in the contract. Where the Contractor is to provide and maintain insurance coverages, any costs thereof including coverage deductibles shall be the sole responsibility of the Contractor. The Contractor shall provide the Authority with a certificate of insurance from an acceptable licensed Insurer prior to commencement of the contract.

ENVIRONMENTAL INSURANCE

- The contractor will provide and Environmental Impairment Liability Form. This coverage is for Third Party Bodily Injury. Property damage and clean up expenses arising from gradual or sudden pollution events, with limits of not less than two million dollar (\$2,000,000).
- The Environmental Impairment Policy has to be extended to cover on site clean-up expenses.

The deductible for the coverages shall not exceed \$25,000

UNDER THE ENVIRONMENTAL IMPAIRMENT POLICY:

- The insured vs. insured exclusion will not apply to the Client/Additional
- This insurance is primary and is not contributable with respect to any other insurance that may be available to the Authority.
- The contractor must maintain coverage for at least 24 months post completion of the contract, which must be confirmed in a Certificate of Insurance issued to the Authority for 2 consecutive years following the completion of the contract.

THE ENVIRONMENTAL IMPAIRMENT POLICY SHALL INCLUDE AS ADDITIONAL NAMED INSURED:

- The Corporation of the County of Essex
- The Corporation of the City of Windsor
- Essex-Windsor Solid Waste Authority
- Stewardship Ontario
- Recycling Council of Ontario

AUTOMOBILE LIABILITY INSURANCE

Automobile liability insurance in respect of licensed vehicles shall have limits of not less than \$5 million (\$5,000,000) inclusive per occurrence for bodily injury, death and damage to property, covering all licensed vehicles owned or leased by the Contractor. Where the policy has been issued pursuant to a government –operated automobile insurance system, the Contractor shall provide the Authority with confirmation of automobile insurance coverage for all automobiles registered in the name of the Contractor.

CONTRACTORS EQUIPMENT INSURANCE

“All Risks” contractors equipment insurance covering machinery and equipment used by the Contractor for the performance of the Work, shall be in a form acceptable to the Authority and shall not allow subrogation claims by the insurer against the Authority.

18. BONDING REQUIREMENTS

The successful Bidder shall furnish a Performance Bond, Certified Cheque or an Irrevocable Letter of Credit for the faithful performance of this agreement. Said Bond, Certified Cheque or Irrevocable Letter of Credit are to be executed by a surety company or bank lawfully authorized to carry on business in the Province of Ontario, and acceptable to the Authority. The bond, certified cheque or irrevocable letter of credit shall be in the amount of fifty percent (50%) of the annual value of the tender price submitted, renewable annually for the entire term of the contract.

19. TAXES

All prices contained in the Bid shall include all taxes where applicable.

20. POWER OF THE AUTHORITY

The General Manager of the Authority and the Manager of Waste Diversion of the Authority, or their designates, are required to see that provisions of the Specifications are faithfully adhered to, especially as regards to the quality of the equipment and labour supplied by the Contractor and shall have the power to suspend any driver or equipment operator for incompetence, drunkenness, negligence or disregard of others.

21. EXAMINATION OF THE SITE AND EQUIPMENT

Bidders are required to satisfy themselves by personal examination of the Site as to the conditions and materials which may be encountered on the Site. The submission of the Bid shall be deemed proof that the Contractor has satisfied himself as to all the provisions of the Contract, of all the conditions which may be encountered, of what materials he will be required to supply, or any other matter which may enter into the carrying out of the contract to a satisfactory conclusion. No claims will be entertained by the Authority from the Contractor that he was uninformed as to any of the provisions or conditions intended to be covered by the Contract.

22. REMOVAL OF EMPLOYEES

The Authority, in its sole discretion, retains the right, under this contract, to require the Contractor to remove from its operations any employee who is incompetent, intoxicated, negligent, has flagrant disregard for others, or for just cause.

The Authority, in its sole discretion, may stop the work entirely if there is not a sufficient number of experienced employees on site to carry it out properly, or for any other good and sufficient cause.

23. COMPLIANCE WITH LAWS, REGULATIONS AND POLICIES

The Contractor shall comply with all labour, police, health, sanitary and other laws and regulations imposed by public bodies having jurisdiction during the Term.

All federal, provincial and local laws and regulations, as well as policies established by the Authority to govern screening operations, now or subsequently enacted, shall become a part of the Contract and be complied with in the performance of all parts of the work. The Contractor shall enforce provisions of policies established by the Authority, where such policies provide for such enforcement. This may include, but not be limited to a requirement to discipline persons who fail to comply with such policies, including ejection of the offending persons from the Site(s).

The Contractor shall be, or shall become, familiar with all such laws, regulations and policies which in any manner affect the performance of the Contract, those engaged or employed in the work, or affect facilities or equipment used in the work, or which in any way may affect the conduct of the work and no plea of misunderstanding will be considered on account of ignorance thereof. Without limiting the generality of the aforesaid, it shall be the Contractor's responsibility to comply with:

- Environmental Protection Act
- Workplace Safety and Insurance Act for Ontario
- Occupational Health and Safety Act
- Safety or other Policies established by the Authority
- Construction Lien Act and regulations.

The Contractor shall indemnify and hold harmless the Authority and its employees against and from all suits or actions arising from any Health and Safety violations as well as the cost to defend such charges as a result of any violation;

24. LABOUR AND EQUIPMENT

The Contractor shall furnish only skilled labour and all equipment that is or becomes necessary to carry out the operations in accordance with the provisions of the Contract.

The Contractor shall provide experienced and qualified personnel to supervise the operations at all times.

25. CO-OPERATION

Other Contractors may be present on-site. The Contractor shall extend full co-operation to them, and allow free access to them for the purposes of performing their work at all times. The Authority reserves the right to alter the method of operations pursuant to this Contract so as to avoid interference with other work.

26. FAILURE TO PERFORM

The Authority may forthwith, without prior notice, take remedial action, if the Contractor fails to properly carry out its responsibilities to the full satisfaction of the Authority for any 8-hour period. The Authority may, after notifying the Contractor's Supervisor, undertake alternative means to perform the work during the time the Contractor is unable to perform. Any and all expenses incurred by the Authority in so doing may be deducted by the Authority from compensation due to the Contractor under this Contract.

27. INDEMNITY

The Contractor shall indemnify and save harmless the Authority from all losses, damages, expenses, actions, causes of actions, suits, claims, demands and costs whatsoever which the Authority may suffer or incur, directly or indirectly, any breach by the Contractor or by any of its servants, agents, employees or Contractors of any of the terms, covenants or provisions of the Contract or of any failure, neglect or refusal by the Contractor to comply with as a result of the terms of the Contract.

Without restricting the generality of the foregoing, the Contractor's obligation to indemnify and hold harmless the Authority, shall extend to and include damages to a third party for bodily injury or property damage caused by or contributed to by the Contractor, or any of its servants, agents, employees or Contractors while engaged in work.

28. FINAL CLEAN UP

At the end of the Term, the Contractor shall remove from EWSWA facilities and property all equipment, buildings, temporary structures, surplus materials, and waste which are the property of the Contractor or which are otherwise the responsibility of the Contractor and leave the premises in the same condition they were in at the commencement of the Term.

29. CONTRACT AMOUNT

The total Contract price shall, not be exceeded under any circumstances without the PRIOR written approval of the Authority.

30. SAFETY AND FIRST AID

The Contractor shall provide and maintain the necessary first aid items and equipment as called for under the First Aid Regulations of the Workplace Safety and Insurance Act and the Occupational Health and Safety Act.

31. AUTHORITY FACILITIES

The Contractor shall be responsible for any damage to the Authority's facilities or property which results from its operations. The Contractor shall repair any such damage without delay, at its own expense and to the complete satisfaction of the Authority. If the Contractor fails to repair Authority property without delay, then the Authority will arrange for the necessary repairs and deduct it from payment to the Contractor.

32. FORCE MAJEURE

If any of the facilities of the Authority, City of Windsor or County of Essex are not available to the Contractor or the Authority is delayed in the performance of any of its obligations by any act of God, acts, regulations or decrees of any government, natural phenomena, war, strikes, lockouts, freight embargoes, fire, plant breakdown, process upset or any other cause, whether similar or dissimilar, beyond its reasonable control, then:

- the Authority shall not have any liability to the Contractor;
- the Contractor shall not have any right to make any claim or bring any action against the Authority for any damage it may suffer as a consequence; and
- the time for performance of such obligations by the Authority shall be extended for a reasonable period of time but in no case shall the extension of time be less than the time lost as the result of the event causing the delay, unless such shorter extension be agreed to by the parties.

33. ANNUAL PRICE ADJUSTMENT

The unit prices set out in the Tender shall apply for the period from May 12, 2014 to May 1, 2015 inclusive. The unit prices shall be adjusted up or down annually, effective May 1 of each year. Adjustment of the unit price will be based on two separate calculations.

NON-FUEL ADJUSTMENT

90% of the change in the Consumer Price Index for “Canada – All Items” for the preceding 12 month period as published by Statistics Canada. The monthly index is available at <http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/cpis01a-eng.htm>.

FUEL ADJUSTMENT

10% of the change in the twelve month average of Windsor Diesel Prices as published on the Ontario Ministry of Energy’s website www.energy.gov.on.ca using the following links:

- Oil & Gas
- Fuel Prices
- Diesel
- Windsor area

The following is an example of the calculation for illustrative purposes only:

MAY 12, 2014 UNIT PRICE

\$5.00 (Excluding HST)

NON-FUEL ADJUSTMENT

Average of the monthly May 2013 – April 2014 Consumer Price Indices – Canada – All Items: 126.0

Average of the monthly May 2014 – April 2015 Consumer Price Indices – Canada – All Items: 129.0

Change in index: 2.38%

90% of the index change = 2.14%

FUEL ADJUSTMENT

Average of the monthly May 2013 – April 2014 Diesel Prices for Windsor: \$1.05 per litre

Average of the monthly May 2014 – April 2015 Diesel Prices for Windsor: \$1.20 per litre

Change in price: 14.28%

10% of the change in price = 1.43%

MAY 1, 2015 PRICE

$\$5.00 + (2.14\% \text{ Non-Fuel Adjustment} + 1.43\% \text{ Fuel Adjustment}) = \5.18

SCOPE OF WORK

34. DEFINITIONS

In this section of the contract, entitled "scope of work", unless there is something in the subject matter or context inconsistent there with, the following terms and expression shall have the following meanings:

“Authority” means the Essex-Windsor Solid Waste Authority or its designate(s).

“County” means the seven (7) municipalities in Essex County (including Lakeshore, Tecumseh, Essex, Amherstburg, Kingsville, LaSalle and Leamington)

“City” means the Corporation of the City of Windsor

“Organic Waste” means any brush, leaves, grass, tree trimmings, garden waste, kitchen waste or any cardboard or paper containers delivered to EWSWA facilities.

“Processed Organic Waste” means organic waste that has been ground and/or size reduced to a size approved by the Authority.

“Overs” means any materials that has not been ground to a diameter under 3 inches.

“Processing” refers to the mechanical equipment required to size reduce organic waste to a diameter acceptable to the Authority.

“Essex Windsor Material Recovery Facility (MRF)” means the location designated by the Authority for the processing/grinding and hauling of organic waste, located at 3560 North Service Rd. in Windsor ON.

“Regional Composting Site” means the location designated by the Authority for the processing/grinding of organic waste located at 7700 County Rd. 18 in Essex ON

“Transfer Station 2” means the location designated by the Authority for the processing/grinding of organic waste located at 2021 County Rd 31 in Kingsville ON

“Environmental Compliance Approval” (ECA) means the Environmental Compliance Approval issued under the Environmental Protection Act allowing for the operation of processing/grinding equipment.

“Contractor” means the successful respondent upon entering into a contract with the Authority.

“Day” means calendar day.

“Equipment” means all vehicles, machinery and equipment used for preparing and executing the Contract.

“MOE” means the Ontario Ministry of the Environment.

“Records” means any books, payrolls accounts or other information that relate to the Work or any change in the work or claims arising there from.

“Specifications” means all written or printed descriptions, instructions or parameters in the Document pertaining to the method and manner of performing the scope and requirements of the Work, including those pertaining to the quantities and qualities of the Work.

35. SPECIFICS OF WORK

OPTION A – Processing/Grinding Organic Waste at Transfer Station #2, and the Regional Composting Site.

A. HOURS OF OPERATION/SITE ACCESS

Processing will be allowed during normal operating hours, unless prior written consent is provided by the Authority.

| TRANSFER STATION NO. 2 | |
|-------------------------------|------------------------------|
| Winter Hours | November 1 to April 1 |
| Monday to Friday | 8:30 am to 4:15 pm |
| Saturday | 9:00 am to 12:00 pm |
| Summer Hours | April 2 to October 31 |
| Monday to Friday | 8:00 am to 4:45 pm |
| Saturday | 8:00 am to 1:45 pm |

| ESSEX WINDSOR REGIONAL COMPOSTING SITE | |
|---|--------------------|
| Year Around | |
| Monday to Friday | 8:00 am to 4:00 pm |

Other times – only at the discretion of the Authority.

B. OPERATIONS

SITE CONDITIONS

All sites consist of an asphalt pad for processing.

ODOURS/WINDY CONDITIONS

The Authority at its own discretion may suspend grinding operations due to potential odour problems, unfavourable wind conditions, Smog Alert Action Days, and during times of heavy site congestion. The Authority may also direct the contractor to change the location of the screener in order to minimize odour, blow, litter, etc.

FREQUENCY OF OPERATIONS

The processor shall be in operation on-site on an as required basis as determined by the Authority.

PARTICLE SIZE

The Contractor shall endeavor to process all organic waste to a size of 3" or less. As a minimum, ninety percent (90%) or more of organic waste shall be processed to a particle size no larger than 3".

PENALTY FOR LATE COMPLETION

Processing of organic waste must commence within 7 days of notification by the Authority. Failure to process the organic waste within 7 days may result in the Authority taking immediate steps to process the organic waste with any additional cost being subtracted from payment owing to the Contractor.

Breakdowns will not be considered a valid reason for late completion and contractors should ensure that adequate alternative plans have been incorporated into their bid price..

SITE MAINTENANCE

All sites shall be maintained in a neat and organized condition. Where possible it is preferred that processed organic waste be placed in static piles.

CONTAMINATION

The Authority will use their best efforts to minimize the quantity of unacceptable materials received in its organic waste operations. Paper bags and cardboard boxes are acceptable items. However it is acknowledged by the parties that from time to time, unacceptable materials may be delivered to sites and the Authority shall have no liability to the Contractor therewith.

C. PERSONNEL

TRAINED EMPLOYEES

The contractor shall ensure that all on-site employees are properly trained, certified, and licensed to perform all duties related to this tender. This includes driving certificates, safety training, first aid, etc.

CREW SIZE

The contractor shall ensure that adequate trained personnel are provided to complete work efficiently and safely at all times.

D. EQUIPMENT

SAFETY EQUIPMENT

The contractor is responsible for the provision of all safety equipment. This includes barriers, pylons, personal protective equipment etc. required while processing activities are underway.

PROCESSING EQUIPMENT

The contractor shall provide a horizontal grinder or reasonable equivalent, capable of effectively processing organic waste volumes received at all sites to the size specified under particle size on page 19 of this document. The contractor shall also provide an excavator or equivalent for the loading of the grinder and stockpiling of processed organic material.

MAINTENANCE AND REPAIR

The contractor will ensure that their equipment is maintained in good working condition throughout the term of this contract. Breakdowns shall be alleviated in a timely manner, in order to minimize site impacts.

PARKING/OVERNIGHT STORAGE

All equipment shall be parked in a neat and organized manner as not to obstruct on-site traffic. Locations for overnight storage of equipment will be determined by the Authority.

FUEL

The contractor is responsible for the provision of fuel and all other supplies required.

E. PAYMENT

The contractor shall be paid based on either incoming organic waste tonnages or outgoing organic waste tonnages as determined by the Authority.

OPTION B – Loading and Hauling of Processed Organic Waste from Essex-Windsor MRF to Essex-Windsor Regional Landfill

A. OPERATIONS

The contractor shall load and haul processed organic waste from the Essex-Windsor MRF (Windsor) ONLY to the Essex-Windsor Regional Compost Site located at 7700 County Road 18.

| ESSEX-WINDSOR MATERIAL RECOVERY FACILITY | |
|---|-----------------------------|
| Winter Hours | December to February |
| Monday to Friday | 8:30 am to 4:00 pm |
| Saturday | 9:00 am to 12:45 pm |
| Summer Hours | March to November |
| Monday to Saturday | 8:00 am to 4:45 pm |

| ESSEX WINDSOR REGIONAL COMPOSTING SITE | |
|---|--------------------|
| Year Around | |
| Monday to Friday | 8:00 am to 4:00 pm |

HAUL ROUTE

The organic waste haul route is the E. C. Row Expressway, to Manning Rd. (County Rd. 19), to Highway No. 3, to Arner Townline (County Road 23), to County Road 18. No other haul route will be used without the written consent of the Authority.

SITE CONDITIONS

Essex-Windsor MRF consists of an asphalt pad for organic waste processing. The Regional Landfill consists of an asphalt pad.

SITE ACCESS

The sites are generally open to the public Monday to Friday from 8:00 am until 4:00 pm. Other times are at the discretion of the Authority. Public site traffic and public safety will always dictate the hours of operation for hauling operations. In cases where the Authority determines that hauling operations will impede public access to a site, arrangements will be made for hauling during alternate hours.

ODOURS/WINDY CONDITIONS

The Authority at its own discretion may suspend loading operations due to potential odour problems, unfavourable wind conditions, Smog Alert Action Days and during times of heavy site congestion.

FREQUENCY OF OPERATIONS

The Contractor shall be in operation on-site on an as required basis as determined by the Authority. The contractor can assume that as a minimum, the loading and hauling will be required on-site during the weeks that the City of Windsor is conducting organic waste collection (see Schedule 2).

PENALTY FOR LATE COMPLETION

Processed organic waste from the Essex-Windsor MRF location must be removed from this location within 7 days of its arrival. Failure to remove the organic waste within 7 days may result in the Authority taking immediate steps to remove the organic waste with any additional cost being subtracted from payment owing to the Contractor.

SITE MAINTENANCE

The site shall be maintained in a neat and organized condition.

TARPING

All loads shall be properly tarped prior to exiting the Essex-Windsor MRF and arriving at the Essex-Windsor Regional Compost Site.

B. PERSONNEL

TRAINED EMPLOYEES

The contractor shall ensure that all on-site employees are properly trained, certified, and licensed to perform all duties related to this tender. This includes driving certificates, safety training, first aid, etc.

CREW SIZE

The contractor shall ensure that adequate personnel are provided to complete work efficiently and safely at all times.

C. EQUIPMENT

SAFETY EQUIPMENT

The contractor is responsible for the provision of all safety equipment including platforms, barriers, pylons, fall arrest etc. required while processing and hauling activities are underway.

SUPPLY OF EQUIPMENT

The contractor must ensure that there are always an adequate supply of equipment on site to remove all yard waste within the 7 day period specified herein.

The contractor shall provide its own equipment capable of effectively loading organic waste volumes received at the site without a ramp.

OFFLOADING

Trucks must be self-dumping or self-ejecting.

MAINTENANCE AND REPAIR

The contractor will ensure that their equipment is maintained in good working condition throughout the term of this contract. Breakdowns shall be alleviated in a timely manner, in order to minimize site impacts.

PARKING/OVERNIGHT STORAGE

All equipment shall be parked in a neat and organized manner as not to obstruct on-site traffic. Locations for overnight storage of equipment will be determined by the Authority.

FUEL

The contractor is responsible for the provision of fuel and all other supplies required.

D. PAYMENT

The Contractor shall be paid based on either incoming organic waste tonnages or outgoing organic waste tonnages as determined by the Authority.

E. SCALEHOUSE RECORDS

All loads must be weighed in at the Regional Composting Site.

OPTION C – Processing/Grinding of Organic Waste at the Essex Windsor MRF, Transfer Station #2 and the Essex Windsor Regional Composting site and the Hauling of Processed Organic Waste from the Essex-Windsor MRF Only to the Essex-Windsor Regional Compost Site

Please see work set out in Options (A) and (B)

BIDDER'S CHECK SHEET

THE PROVISION OF EQUIPMENT AND LABOUR FOR THE PROCESSING/GRINDING OF ORGANIC WASTE AT TRANSFER STATION #2 AND THE REGIONAL COMPOSTING SITE AND/OR THE PROCESSING/GRINDING OF ORGANIC WASTE AT THE ESSEX WINDSOR MATERIAL RECOVERY FACILITY AND THE HAULING OF THE ORGANIC WASTE TO THE REGIONAL COMPOSTING SITE.

(To be enclosed in the Bid Envelope)

Before submitting your bid, PLEASE CHECK THAT THE FOLLOWING THINGS HAVE BEEN COMPLETED:

- Have you enclosed the required bid deposit? YES - NO
- Have you enclosed an Agreement to Bond for performance? YES - NO
- Has your document been SIGNED by the proper officers of your firm? YES - NO
- Have you enclosed the COMPLETE written contract documents and specifications?
 YES - NO

NOTES:

- (i) Your bid will be informal and shall be disqualified if ANY of the foregoing points have not been complied with.
- (ii) If further clarification is required, please contact:.

CONTACT

Cameron Wright, Manager of Waste Diversion

Essex-Windsor Solid Waste Authority

360 Fairview Avenue West, Suite 211

Essex, Ontario N8M 3G4

Telephone 519-776-6441 x 1394

Fax 519-776-6370

Email: cwright@ewswa.org

BID FORM

PLEASE PRINT CLEARLY

Company Name: _____

Address: _____

Street

P.O. Box

City

Province

Postal Code

Phone # _____

Fax # _____

Web Site: _____

COMPANY CONTACT PERSON/ SIGNING OFFICER INFORMATION

Name: _____

Title: _____

Address: _____

(Same as above)

Street

P.O. Box

City

Province

Postal Code

Phone #. _____

Fax #. _____

Mobile Phone #: _____

Email Address: _____

DECLARATION OF UNDERSTANDING

TO: Essex-Windsor Solid Waste Authority
360 Fairview Avenue West, Suite 211
Essex, Ontario N8M 3G4

I (WE)

having carefully examined the locality and site of the proposed works, and all Contract Documents relating thereto, including Addendum/Addenda # _____ to # _____** inclusive in strict accordance with the Contract Documents and agree to furnish all equipment, materials, labour, supervision and things necessary.

** The Bidder will insert here the number of the addenda received by him during the bidding process.

NOTE: The bid price details are shown on the Quantity and Price Schedule on subsequent pages.

The Bidder further declares that this Bid is made without any connection, comparison of figures, or arrangements with, or knowledge of, any other corporation, firm or persons making a Bid for the same work and in all respects is fair and without collusion or fraud.

The Bidder further declares that no member of the EWSWA and no officer or employee of the Authority is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or otherwise in the performance of the Contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the monies to be derived therefrom.

Signing Officer (Please Print) _____
Title _____
Signature _____

A CERTIFIED CHEQUE OR BID BOND IN THE AMOUNT OF \$5,000 IS ATTACHED HERETO. YES NO

QUANTITY AND PRICE SCHEDULE

Prospective contractors may bid on all or any part of the Tender

| OPTION | SCOPE OF WORK | GRIND \$/TONNE | TONNES | HAUL \$/TONNE | TONNES | TOTAL COST |
|------------------|--|-------------------|--------|------------------|--------|---------------|
| A ONLY | Grind/Process at Transfer Station 2 and Regional Compost Site | \$ _____ | 6,000 | N/A | N/A | \$ _____ |
| B ONLY | Grind/Process/Haul from Essex Windsor Material Recovery Facility to Regional Composting Site | \$ _____ | 15,000 | \$ _____ | 15,000 | \$ _____ |
| C (A + B) | Grind/Process at Transfer Station 2, Regional Compost Site, Windsor Material Recovery Facility and Haul from Windsor Material Recovery Facility Only to the Regional Composting Site | \$ _____ | 21,000 | \$ _____ | 15,000 | \$ _____ |

BIDDERS MAY SUBMIT PRICES FOR ANY OF THE OPTIONS LISTED ABOVE.

Please include your ECA Number below:

Environmental Compliance Approval (ECA) # _____

STATEMENT 'A'

EXPERIENCE IN SIMILAR WORK

Please list a minimum of 3 years' experience in processing/grinding and/or hauling organics.

| Year | Description of Work | For Whom Work Was Performed | Value |
|------|---------------------|-----------------------------|-------|
| | | | |
| | | | |
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STATEMENT 'B'

LIST OF EQUIPMENT

| Year | Make | Model |
|------|------|-------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

All equipment that will be used for this contract should be listed including the grinder, loader, stacker etc.

LIST OF SUB CONTRACTORS

| Company | Description of Work (Grinding/Hauling) | Contact person | Phone Number |
|---------|--|----------------|--------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |



SIGNATURE PAGE

Name of Company:

Name of Signing Officer:

Title of Signing Officer

Signature of Signing Officer

Date:

INFORMAL BIDS CANNOT BE CONSIDERED

**** LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED ****

AGREEMENT TO BOND

(Please provide an Agreement to Bond from a surety company or have your surety company complete the following form. NOTE: Performance Bond is not required until after the tender is awarded)

We, the undersigned, hereby agree to become bound as Surety for the Bidder for a Performance Bond or Irrevocable Letter of Credit for fifty percent (50%) of the annual tender price submitted, renewable annually, all conforming to the Instruments of Contract attached hereto, for the full and due performance of the work shown as described herein if the Bid to provide equipment and labour for the processing/grinding and/or hauling of organic waste from Essex Windsor Solid Waste Authority facilities, and is accepted by the Authority.

It is a condition of this Agreement that if the above-mentioned Bid is accepted, application for said bonds must be completed with the undersigned within seven (7) days from the day upon which the Essex-Windsor Solid Waste Authority gives the successful bidder notice that the Form of Agreement is to be executed; otherwise this Agreement shall be null and void.

DATED this _____ day of _____, 20____.

Name of Bonding Company

Signature of Authorized
Person Signing for Bonding Company

Title of Person Signing for Bonding Company

NOTE: Surety must be a guaranty company authorized by law to carry on business in the Province of Ontario

SCHEDULES

36. SCHEDULE 1 – HISTORICAL PROCESSING AND GRINDING

INBOUND ORGANICS BY SITE

| 2011 | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | TOTALS |
|---------------------|--------------|------------|------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| Regional Landfill | 4 | 1 | 35 | 306 | 623 | 507 | 354 | 396 | 369 | 599 | 321 | 47 | 3,562 |
| Transfer Station #2 | 8 | 1 | 39 | 221 | 404 | 402 | 258 | 301 | 269 | 328 | 311 | 40 | 2,582 |
| Windsor | 208 | 392 | 177 | 996 | 1,428 | 2,526 | 1,381 | 1,614 | 1,291 | 1,082 | 2,132 | 1,029 | 14,258 |
| Total Tonnes | 220 | 394 | 251 | 1,523 | 2,455 | 3,435 | 1,993 | 2,311 | 1,929 | 2,009 | 2,764 | 1,116 | 20,402 |
| 2012 | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | TOTALS |
| Regional Landfill | 15 | 27 | 31 | 482 | 539 | 454 | 266 | 345 | 400 | 558 | 481 | 38 | 3,635 |
| Transfer Station #2 | 24 | 14 | 133 | 240 | 345 | 218 | 177 | 224 | 192 | 273 | 422 | 31 | 2,292 |
| Windsor | 1,722 | 215 | 197 | 1,613 | 1,294 | 2,607 | 909 | 746 | 833 | 2,087 | 2,075 | 1,500 | 15,798 |
| Total Tonnes | 1,761 | 256 | 361 | 2,335 | 2,178 | 3,278 | 1,352 | 1,315 | 1,424 | 2,918 | 2,978 | 1,569 | 21,726 |
| 2013 | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | TOTALS |
| Regional Landfill | 9 | 3 | 5 | 271 | 618 | 574 | 484 | 460 | 390 | 431 | 510 | 26 | 3,781 |
| Transfer Station #2 | 33 | 14 | 25 | 182 | 349 | 326 | 474 | 241 | 193 | 245 | 438 | 60 | 2,580 |
| Windsor | 335 | 0 | 0 | 770 | 2,070 | 1,264 | 2,159 | 1,884 | 1,020 | 772 | 1,938 | 1,996 | 14,208 |
| Total Tonnes | 377 | 17 | 30 | 1,223 | 3,037 | 2,164 | 3,117 | 2,585 | 1,603 | 1,448 | 2,886 | 2,082 | 20,569 |

37. SCHEDULE 2 – 2014 YARD WASTE WEEKS

CITY OF WINDSOR YARD WASTE COLLECTION SCHEDULE

2014 YARD WASTE WEEKS

| January, 2014 | | | | | | |
|---------------|-----|------|-----|-----|-----|-----|
| SUN | MON | TUES | WED | THU | FRI | SAT |
| | | | 1 | 2 | 3 | 4 |
| B | 5 | 6 | 7 | 8 | 9 | 10 |
| A | 12 | 13 | 14 | 15 | 16 | 17 |
| | 19 | 20 | 21 | 22 | 23 | 24 |
| | 26 | 27 | 28 | 29 | 30 | 31 |

| February, 2014 | | | | | | |
|----------------|-----|------|-----|-----|-----|-----|
| SUN | MON | TUES | WED | THU | FRI | SAT |
| | | | | | | 1 |
| | 2 | 3 | 4 | 5 | 6 | 7 |
| | 9 | 10 | 11 | 12 | 13 | 14 |
| | 16 | 17 | 18 | 19 | 20 | 21 |
| | 23 | 24 | 25 | 26 | 27 | 28 |

| March, 2014 | | | | | | |
|-------------|-----|------|-----|-----|-----|-----|
| SUN | MON | TUES | WED | THU | FRI | SAT |
| | | | | | | 1 |
| | 2 | 3 | 4 | 5 | 6 | 7 |
| | 9 | 10 | 11 | 12 | 13 | 14 |
| | 16 | 17 | 18 | 19 | 20 | 21 |
| | 23 | 24 | 25 | 26 | 27 | 28 |
| | 30 | 31 | | | | |

| April, 2014 | | | | | | |
|-------------|-----|------|-----|-----|-----|-----|
| SUN | MON | TUES | WED | THU | FRI | SAT |
| | | | 1 | 2 | 3 | 4 |
| A | 6 | 7 | 8 | 9 | 10 | 11 |
| B | 13 | 14 | 15 | 16 | 17 | 18 |
| A | 20 | 21 | 22 | 23 | 24 | 25 |
| B | 27 | 28 | 29 | 30 | | |

| May, 2014 | | | | | | |
|-----------|-----|------|-----|-----|-----|-----|
| SUN | MON | TUES | WED | THU | FRI | SAT |
| | | | | | 1 | 2 |
| A | 4 | 5 | 6 | 7 | 8 | 9 |
| B | 11 | 12 | 13 | 14 | 15 | 16 |
| A | 18 | 19 | 20 | 21 | 22 | 23 |
| B | 25 | 26 | 27 | 28 | 29 | 30 |
| | | | | | | 31 |

| June, 2014 | | | | | | |
|------------|-----|------|-----|-----|-----|-----|
| SUN | MON | TUES | WED | THU | FRI | SAT |
| | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| | 8 | 9 | 10 | 11 | 12 | 13 |
| A | 15 | 16 | 17 | 18 | 19 | 20 |
| B | 22 | 23 | 24 | 25 | 26 | 27 |
| | 29 | 30 | | | | |

| July, 2014 | | | | | | |
|------------|-----|------|-----|-----|-----|-----|
| SUN | MON | TUES | WED | THU | FRI | SAT |
| | | | 1 | 2 | 3 | 4 |
| | 6 | 7 | 8 | 9 | 10 | 11 |
| A | 13 | 14 | 15 | 16 | 17 | 18 |
| B | 20 | 21 | 22 | 23 | 24 | 25 |
| | 27 | 28 | 29 | 30 | 31 | |

| August, 2014 | | | | | | |
|--------------|-----|------|-----|-----|-----|-----|
| SUN | MON | TUES | WED | THU | FRI | SAT |
| | | | | | | 1 |
| | | | | | | 2 |
| A | 3 | 4 | 5 | 6 | 7 | 8 |
| B | 10 | 11 | 12 | 13 | 14 | 15 |
| | 17 | 18 | 19 | 20 | 21 | 22 |
| | 24 | 25 | 26 | 27 | 28 | 29 |
| | | | | | | 30 |
| | | | | | | 31 |

| September, 2014 | | | | | | |
|-----------------|-----|------|-----|-----|-----|-----|
| SUN | MON | TUES | WED | THU | FRI | SAT |
| | | | | | | |
| | | 1 | 2 | 3 | 4 | 5 |
| A | 7 | 8 | 9 | 10 | 11 | 12 |
| B | 14 | 15 | 16 | 17 | 18 | 19 |
| | 21 | 22 | 23 | 24 | 25 | 26 |
| | 28 | 29 | 30 | | | |

| October, 2014 | | | | | | |
|---------------|-----|------|-----|-----|-----|-----|
| SUN | MON | TUES | WED | THU | FRI | SAT |
| | | | | 1 | 2 | 3 |
| | 5 | 6 | 7 | 8 | 9 | 10 |
| B | 12 | 13 | 14 | 15 | 16 | 17 |
| A | 19 | 20 | 21 | 22 | 23 | 24 |
| B | 26 | 27 | 28 | 29 | 30 | 31 |

| November, 2014 | | | | | | |
|----------------|-----|------|-----|-----|-----|-----|
| SUN | MON | TUES | WED | THU | FRI | SAT |
| | | | | | | 1 |
| A | 2 | 3 | 4 | 5 | 6 | 7 |
| B | 9 | 10 | 11 | 12 | 13 | 14 |
| A | 16 | 17 | 18 | 19 | 20 | 21 |
| B | 23 | 24 | 25 | 26 | 27 | 28 |
| A | 30 | | | | | |

| December, 2014 | | | | | | |
|----------------|-----|------|-----|-----|-----|-----|
| SUN | MON | TUES | WED | THU | FRI | SAT |
| | | | | | | |
| A | | 1 | 2 | 3 | 4 | 5 |
| | 7 | 8 | 9 | 10 | 11 | 12 |
| | 14 | 15 | 16 | 17 | 18 | 19 |
| | 21 | 22 | 23 | 24 | 25 | 26 |
| | 28 | 29 | 30 | 31 | | |

| January, 2015 | | | | | | |
|---------------|-----|------|-----|-----|-----|-----|
| SUN | MON | TUES | WED | THU | FRI | SAT |
| | | | | | | 1 |
| B | 4 | 5 | 6 | 7 | 8 | 9 |
| A | 11 | 12 | 13 | 14 | 15 | 16 |
| | 18 | 19 | 20 | 21 | 22 | 23 |
| | 25 | 26 | 27 | 28 | 29 | 30 |
| | | | | | | 31 |

| February, 2015 | | | | | | |
|----------------|-----|------|-----|-----|-----|-----|
| SUN | MON | TUES | WED | THU | FRI | SAT |
| | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| | 8 | 9 | 10 | 11 | 12 | 13 |
| | 15 | 16 | 17 | 18 | 19 | 20 |
| | 22 | 23 | 24 | 25 | 26 | 27 |
| | | | | | | 28 |

| March, 2015 | | | | | | |
|-------------|-----|------|-----|-----|-----|-----|
| SUN | MON | TUES | WED | THU | FRI | SAT |
| | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| | 8 | 9 | 10 | 11 | 12 | 13 |
| | 15 | 16 | 17 | 18 | 19 | 20 |
| | 22 | 23 | 24 | 25 | 26 | 27 |
| | 29 | 30 | 31 | | | |