



Essex-Windsor Solid Waste Authority

360 Fairview Ave. West, Suite 211 Essex, ON N8M 3G4

ph: 519-776-6441 f: 519-776-6370

tf: 1-800-563-3377 / tty: 1-877-624-4832

email: ask@ewswa.org / web: www.ewswa.org

Request for Quotes

For the Delivery of Compost to Residential Households in Windsor and Essex County

Term of Contract: March 1, 2019 to March 1, 2021

Issue Date: Friday, January 25, 2019

Closing Date: Friday, February 8, 2019

Closing Time: 12:00 PM Noon Local Time

Contractor Name:

Contents

1. Plan Takers Responsibility3

2. Introduction and Bidders Checklist4

3. Closing Date and Time5

4. Term of the Contract.....5

5. Company Information6

6. Price Schedule7

 Pricing Option 17

 Pricing Option 2-(Optional).....7

 Availability for EWSWA Deliveries8

 Equipment Available for Deliveries9

 Location10

 Experience10

7. Scope of Work11

8. Location11

9. Level of Service.....11

10. Duration of Deliveries11

11. Loading11

12. Equipment.....12

13. Unloading Area12

14. Payment12

15. Receipts12

16. Public Relations12

17. Complaints.....13

18. Withdrawal or Qualifying Bids.....13

19. Informal or Unbalanced Bids13

20. Quantities.....14

21. Qualification of Bidders14

22. Quoted Prices.....14

23. Sole Interest.....15

24. Omissions, Discrepancies and Interpretations15

25. Acceptance or Rejection of Bids.....15

26. Contract Execution15

27. Certificate of Insurance16

28. Bonding Requirements16

29. Taxes16

30. Removal of Employees.....16

31. Examination of the Site and Equipment16

32. Performance of the Contract17

33. Compliance with Laws, Regulations and Policies.....17

34. Labour and Equipment.....18

35. Co-operation.....18

36. Failure to Perform18

37. Force Majeure.....18

38. Indemnity19

39. Final Clean Up19

40. Contract Amount.....19

41. Safety and First Aid19

42. Damage to Property20

43. Appendix A – Compost Loads Delivered – Historical Data21

1. Plan Takers Responsibility

The contractor shall note that it is their obligation to notify the Essex-Windsor Solid Waste Authority if they have printed the document off of the EWSWA Website or acquired it from any other source so they can be added to the Plan Takers List in case of notices, changes, addenda or other reasons. Please contact the EWSWA office to be added to the list.

CONTACT

Teresa Policella - Executive Secretary

Phone: 519-776-6441 x 1229

Fax: 519-776-6370

Email: tpolicella@ewswa.org

Or

Catharine Copot-Nepszy - Manager of Waste Diversion

Phone: 519-776-6441 x 1394 or 226-345-0230

Email: ccnepszy@ewswa.org

2. Introduction and Bidders Checklist

The Essex-Windsor Solid Waste Authority requires a service provider for the delivery of compost to residential households in Essex-Windsor.

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

All equipment provided must adhere to all relevant federal and provincial government regulations, certifications and approvals.

Before Submitting Your Bid, Please Check That The Following Things Have Been Completed:

- 1) Your bid has been SIGNED by the proper officer(s) of the firm.
- 2) You enclosed a certified cheque, bank draft or an irrevocable letter of credit as a Performance Bond as required under the conditions of the contract in the amount of \$2,500.

Notes:

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

Contact

Catharine Copot-Nepszy, Manager of Waste Diversion
Essex-Windsor Solid Waste Authority
360 Fairview Avenue West, Suite 211
Essex, Ontario N8M 3G4
Telephone 226-345-0230 or 519-776-6441 x 1394
Email: ccnepszy@ewswa.org

3. Closing Date and Time

Bids to provide equipment and labour for the delivery of compost to residential households in Essex-Windsor will be received at the following address by mail or in person or via fax or email to:

Catharine Copot-Nepszy, Manager, Waste Diversion
Essex-Windsor Solid Waste Authority
360 Fairview Avenue West, Suite 211
Essex, Ontario N8M 3G4
Email: ccnepszy@ewswa.org
Fax: 519-776-6370
Phone: 519-776-6441, ext. 1394

and will be received until the closing date and time of:

Closing Date: Friday, February 8, 2019

Closing Time: 12:00 PM Noon Local Time

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

There will be no public opening of the submissions received.

4. Term of the Contract

The contract will commence on March 1, 2019 and continue until March 1, 2021 with the possibility of one or more extensions for any period up to 2 years if so desired by the Authority at its sole discretion, under the existing terms and conditions of this contract.

5. Company Information

Company Name:

Company Representative's Name:

Address:

Phone:

Fax:

Email:

Signature:

6. Price Schedule

Pricing Option 1

Location	Price Per Delivery (Excluding Tax)
Amherstburg	
Essex	
Kingsville	
Lakeshore	
LaSalle	
Leamington	
Tecumseh	
Windsor	

Pricing Option 2-(Optional)

Please provide an alternative pricing option for consideration by the Authority.

Availability for EWSWA Deliveries

Day of the Week	Time of Earliest Delivery	Time of Latest Delivery
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		

Please provide a listing of holidays on which Authority deliveries will not be possible.

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

Contractors who are able to transfer larger loads of compost to their own site for deliveries will be considered favourably. Is it possible for you to perform hauling of large quantities of compost from the Regional Landfill Composting Site to your own site?

Yes No

If you answered Yes to the above, what type of vehicle/trailer would be used and what is the capacity in yards?

What is the cost (excluding tax) per load of this hauling?

Equipment Available for Deliveries

Vehicle Type	Make	Model
Year	Capacity (Yards)	Split Loads
		Yes <input type="checkbox"/> No <input type="checkbox"/>

Vehicle Type	Make	Model
Year	Capacity (Yards)	Split Loads
		Yes <input type="checkbox"/> No <input type="checkbox"/>

Vehicle Type	Make	Model
Year	Capacity (Yards)	Split Loads
		Yes <input type="checkbox"/> No <input type="checkbox"/>

Vehicle Type	Make	Model
Year	Capacity (Yards)	Split Loads
		Yes <input type="checkbox"/> No <input type="checkbox"/>

Vehicle Type	Make	Model
Year	Capacity (Yards)	Split Loads
		Yes <input type="checkbox"/> No <input type="checkbox"/>

Vehicle Type	Make	Model
Year	Capacity (Yards)	Split Loads
		Yes <input type="checkbox"/> No <input type="checkbox"/>

Location

Is your delivery location in close proximity to Windsor residents?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is your delivery location central to the County of Essex?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Can a 120 yard walking floor trailer access your location?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Can you load screened compost at your yard for our deliveries?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Experience

Year	Description Of Work	Client	Value

7. Scope of Work

The Contractor shall provide a compost delivery service to residents in Windsor and the remaining communities in Essex County. The service shall involve only the pick-up, delivery, and dumping of compost. No additional services shall be rendered under this agreement or on behalf of the Authority.

8. Location

Screened compost for deliveries can either be picked up directly from the Essex-Windsor Regional Landfill located at 7700 County Rd. 18 in Essex or EWSWA may make arrangements to have the material delivered to the successful bidder's yard. A location suitable to the Authority is a prerequisite for any successful bidder.

Contractors who are able to transfer larger loads of compost to their own site for deliveries will be considered favourable.

9. Level of Service

Deliveries will be performed on an as required basis. The Authority will advertise the service and will receive calls on its 1-800-563-3377 Waste Reduction Hotline. The calls will in turn be forwarded to the Contractor. The Contractor will conduct deliveries during the same week that the calls are received wherever possible.

10. Duration of Deliveries

Deliveries will continue until such time as the Authority determines that deliveries are finished.

11. Loading

The Authority will provide a loading service for the Contractor on a pre-arranged schedule where possible at its Regional Landfill location only.

12. Equipment

The Contractor shall provide, maintain, and operate a truck capable of carrying no less than 10 yards of compost at one time. Before loading the truck with compost for each delivery, the truck shall be free of non-compost materials or debris that may contaminate/disturb compost loads. Trucks must be equipped with an automatic tarp and dumping system. The truck shall be maintained in accordance with all government regulations and shall always be neat and clean in appearance.

13. Unloading Area

Compost should only be unloaded in areas confirmed by the resident.

14. Payment

The Contractor shall charge the Authority with flat fees for delivery (tax included) and this rate will apply regardless of the load size. The Authority will charge the resident a fee per yard for the compost. Customers will receive a receipt outlining the expenses. Customers will be requested to pay by cheque only. The Contractor will contact each customer immediately prior to making a delivery to ensure that the customer will be home for the delivery. The total cheque amount shall include the EWSWA fee, the Contractor delivery fee and all applicable taxes. The Contractor will forward all collected cheques to the Authority within a one week period. The Contractor will be paid monthly, based on the number of deliveries successfully completed.

15. Receipts

Receipts shall be issued to each customer outlining the number of yards, cost for delivery and cost for the compost. These receipts shall be turned in with all payments.

16. Public Relations

The Contractor shall ensure that all drivers are well groomed at all times and properly trained in customer relations.

17. Complaints

The Contractor shall ensure that all complaints are relayed to the Authority on the same day that they are received. This shall include the name, address and phone number of the complainant and the nature of the complaint.

18. Withdrawal or Qualifying 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 telegrams or telephone calls will be considered. Bids which are qualified may be rejected by the Authority without assigning any reasons.

19. Informal or Unbalanced Bids

All entries in the Bid Form shall be made in ink or by typewriter. Entries or changes 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 Authority may be rejected.

Wherever in a Bid, the amount submitted for an item does not agree with 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 10 days after the closing date for Bids.

20. Quantities

The quantities as set out in the Bid Form are approximate only and are given as a basis for estimating 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.

21. 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. The Authority is requesting as a minimum, three (3) years of delivery service experience.

22. Quoted Prices

The lump sum or prices quotes in the Bid Form 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

23. 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.

24. 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, an addendum will be issued 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 fulfilment 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.

25. 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 of the options and to 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 Bid and a further 30 days to execute the contract.

26. Contract Execution

The successful Bidder will be required to execute the Form of Agreement of the contract documents and to furnish the required bank draft, Letter of Credit or certified cheque and to furnish the required certificates of insurance 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, this contract will be declared null and void.

27. Certificate of Insurance

The Contractor shall submit a Certificate of Insurance confirming General Liability Coverage of not less than 2 million dollars. The policy shall name the following as additionally insured: the Essex Windsor Solid Waste Authority, the City of Windsor and the County of Essex.

28. Bonding Requirements

The Contractor shall furnish a bank draft, Irrevocable Letter of Credit or certified cheque for the faithful performance of this agreement and for the payment of all labour, material and equipment. Said bank draft, certified cheque or Irrevocable Letter of Credit are to be executed by a bank lawfully authorized to carry on business in the Province of Ontario, and acceptable to the Authority. The bank draft, Irrevocable Letter of Credit or certified cheque shall be in the amount of \$2,500.00.

29. Taxes

All prices bid in the Bid shall exclude all taxes.

30. 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 isn't a sufficient number of experienced employees on site to carry it out properly, or for any other good and sufficient cause.

31. 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 inspected the Site(s) and all of the conditions and materials and is satisfied with and accepts all the provisions of the

Contract, including, without limitation, the Contract Documents, the Site(s), all the conditions which may be encountered, all the materials he will be required to supply, and any other matter which may enter into the performance of the Contract to a satisfactory conclusion. No claims will be entertained by the Authority from the Contractor that he/she was uninformed as to any of the provisions or conditions intended to be covered by the Contract.

32. Performance of the Contract

The Contractor shall supply all of the labour, materials, machinery and equipment and perform all of the work in a good and workmanlike manner and in accordance and in compliance with the Information for Bidders, Proposal Form, General Specifications, and Scope of Work and the formal Contract to be executed and delivered (herein collectively referred to as the "Contract").

33. 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 organic waste 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, the City of Windsor and the County of Essex 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.

34. 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.

35. Co-operation

The public and other contractors may be present at EWSWA Sites. 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.

36. 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 after being instructed to do so. 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.

37. 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

38. 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.

39. Final Clean Up

At the end of the Term, the Contractor shall remove from EWSWA site(s) 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.

40. Contract Amount

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

41. Safety and First Aid

Without limiting the generality of paragraph 3 - Compliance with Laws, Regulations and Policies, 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.

42. Damage to Property

The Contractor shall be responsible for any damage to the public or 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 the property without delay, then the Authority will arrange for the necessary repairs and deduct it from payment to the Contractor.

43. Appendix A – Compost Loads Delivered – Historical Data

	2014	2015	2016	2017	2018
Windsor	52	60	56	53	47
Tecumseh	7	1	5	2	7
Leamington	1	0	1	2	2
LaSalle	9	4	12	6	8
Lakeshore	6	4	1	3	6
Kingsville	2	0	5	6	1
Essex	8	5	11	8	6
Amherstburg	4	7	4	8	1
Total	89	81	95	88	78