



Essex-Windsor Solid Waste Authority

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

TENDER

Provision of Equipment and Labour for the Processing/Grinding of Organic Waste at Transfer Station #2 and the Essex-Windsor Regional Landfill Composting Site (RL) and/or the Processing/Grinding of Organic Waste at the Windsor Public Drop Off (T1) Site including the Hauling of this ground Organic Waste to the Regional Landfill

CONTRACT TERM: January 1, 2021 to December 31, 2022
(with options to extend on an annual basis to
December 31, 2027)

ISSUE DATE: Wednesday, October 28, 2020

CLOSING DATE: Thursday, November 19, 2020 - 12:00 PM (Noon), Local Time

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 (the "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

Teresa Policella - Executive Secretary

Phone: 519-776-6441 x 1229

Email: tpolicella@ewswa.org

Or

Cathy Copot-Nepszy - Manager of Waste Diversion

Phone: 519-776-6441 x 1394

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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 (leaf & yard waste only) at Transfer Station #2 and the Essex-Windsor Regional Landfill Composting Site (RL) and/or the processing/grinding of organic waste at the Windsor Public Drop Off Site (T1) and the hauling of this ground organic waste to the RL.

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

BIDS will be received for the Provision of Equipment and Labour for the Processing/Grinding of Organic Waste at Transfer Station #2 (T2) and the Essex-Windsor Regional Landfill Composting Site (RL) and/or the Processing/Grinding of Organic Waste at the Windsor Public Drop Off (T1) Site including the Hauling of this ground Organic Waste to the Regional Landfill.

Bids must be e-mailed per the information below by:
12:00 PM (Noon) Local Time on Thursday, November 19, 2020:

Cathy Copot-Nepszy, Manager of Waste Diversion
ccnepszy@ewswa.org

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 January 1, 2021 and end on December 31, 2022 (the "Term") with options to extend the contract at the absolute unfettered discretion of the Authority for five (5) additional one-year periods or portions of a year thereof and such extensions must be under the same terms and conditions as contained within this RFT document and executed Contract. The Contract term post-December 31, 2022 is dependent on the impending decisions of the Minister of the Environment, Conservation and Parks (MECP) pertaining to the launch of Ontario's Food and Organic Waste Policy and Programming which at current may start January 1, 2023 in our Essex-Windsor region. In the case of a contract extension the Annual Price Adjustment clause will continue to apply.

3. PUBLIC OPENING

There will be no public tender opening.

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 must 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 must be made in ink or be typewritten. Entries made in pencil must, 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 must govern and the amount and the Total Bid Price must 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 must 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

As a minimum, the following must be included as part of the bid submission: a completed Bid Form, Declaration of Understanding, Price Schedule, Statement 'A', Statement 'B', List of Sub-Contractors, Signature Page,

Agreement to Bond, a Bid deposit and your Environmental Compliance Approval as required herein. The Bid must be enclosed in a sealed opaque envelope.

8. QUALIFICATION OF BIDDERS

All Bidders must have adequate financial resources, experienced personnel, and expertise to perform the services required by the specifications, and must furnish such information and/or proof of these qualifications upon the request of the Authority. 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 Price Schedule must 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 must 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 must modify any of the requirements or provisions of the Bid documents.

Neither party to the contract must take advantage of any apparent error or omission in the Contract Documents, but the Authority must 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 must judge, must 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 must 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 must 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 must be accompanied by a bid bond in the amount of \$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 two lowest acceptable Bids 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 must hold his Bid open for a period of not less than sixty (60) days and the Authority must 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 the Contractor. The Contractor may, however, elect to hold their 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 must 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 must 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

Please note the following in regards to all insurances:

- The Vendor's liability will not be limited to the minimum insurance requirements outlined in the tender.
- The Vendor shall provide the Authority with a Certificate of Insurance from an acceptable licensed insurer prior to commencement of the contract.

GENERAL LIABILITY INSURANCE

The Contractor will provide a Liability Policy written on a Commercial General Liability Form for limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death, and damage to property.

The Commercial General Liability must name as Insured:

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

The Commercial General Liability Policy must 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

NON-OWNED AUTOMOBILE LIABILITY

Non-Owned Automobile Liability Insurance in standard form having an inclusive limit of less than \$2,000,000 per occurrence in respect of vehicles not owned by the Contractor, that are used or operated on its behalf for the provision under this 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 \$2,000,000.

- The Environmental Impairment Policy has to be extended to cover on site clean-up expenses.
- The contractor must maintain coverage for at least 12 months post completion of the contract, which must be confirmed in a Certificate of Insurance issued to the Authority for 1 consecutive year following the completion of the contract.

The Environmental Impairment Policy must include as additional Named Insured:

- The Corporation of the County of Essex,
- The Corporation of the City of Windsor,
- Essex-Windsor Solid Waste Authority

AUTOMOBILE LIABILITY INSURANCE

Automobile liability insurance in respect of licensed vehicles must have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all licensed vehicles owned or leased by the Contractor.

CONTRACTORS EQUIPMENT INSURANCE

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

18. BONDING REQUIREMENTS

The successful Bidder must 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 must 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 must 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 must 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 must 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 must 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, must become a part of the Contract and be complied with in the performance of all parts of the work. The Contractor must 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 must be, or must 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 must 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 must 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 must 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 must provide experienced and qualified personnel to supervise the operations at all times.

25. CO-OPERATION

Other Contractors may be present on-site. The Contractor must 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 must 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, must 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 must 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 must, not be exceeded under any circumstances without the PRIOR written approval of the Authority.

30. SAFETY AND FIRST AID

The Contractor must 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 must be responsible for any damage to the Authority's facilities or property which results from its operations. The Contractor must 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 must not have any liability to the Contractor;
- the Contractor must 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 must be extended for a reasonable period of time but in no case must 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 must apply for the period from January 1, 2021 to January 1, 2027 inclusive. The unit prices will be adjusted up or down annually, beginning January 1, 2022 and each January 1 thereafter. 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 <https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000413>.

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 <https://www.ontario.ca/page/motor-fuel-prices> using the following link <https://ontario.ca/files/fuel-prices/fueltypesall.csv>

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

January 1, 2021 Unit Price
\$5.00 (Excluding HST)

NON-FUEL ADJUSTMENT

Average of the monthly January 2020 – December 2020 Consumer Price Indices – Canada – All Items: 126.0

Average of the monthly January 2021 – December 2021 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 January 2020 – December 2020 Diesel Prices for Windsor: \$1.05 per litre

Average of the monthly January 2021 – December 2021 Diesel Prices for Windsor: \$1.20 per litre

Change in price: 14.28%

10% of the change in price = 1.43%

January 1, 2022 Price

\$5.00 + (2.14% Non-Fuel Adjustment + 1.43% 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 must have the following meanings:

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

"City" means the Corporation of the City of Windsor.

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

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

"Day" means calendar day.

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

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

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

“Ministry of the Environment, Conservations and Parks”, “MECP” or “Ministry” means the Ontario government ministry responsible for protecting and improving the quality of the environment in the Canadian province of Ontario.

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

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

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

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

“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.

“Site” means any of the three sites where the work that supports the RFT is done (i.e., T2, T1, RL).

“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.

“Transfer Station 2” or “T2” means the location designated by the Authority for the processing/grinding of organic waste located at 2021 County Rd 31, RR#2, Albuna Townline in Kingsville ON.

“Windsor Public Drop Off” or “T1” 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.

SPECIFICS OF WORK

OPTION A

PROCESSING/GRINDING ORGANIC WASTE AT TRANSFER STATION #2 (T2) AND REGIONAL LANDFILL (RL)

A. HOURS OF OPERATION/SITE ACCESS

Processing will be allowed during normal operating hours or as approved 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 ROUND

Monday to Friday	8: 00am to 4:00 pm
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Other times – only at the discretion of the Authority.

B. OPERATIONS

SITE CONDITIONS

The Regional Landfill site and the Windsor Public Drop off (T1) site consist of asphalt pads for all processing. Transfer Station 2, (T2) has a combination of asphalt pad used for stockpiling/processing ground yard waste and a gravel area used for storage of incoming yard waste 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 grinder in order to minimize odour, blow, litter, etc.

FREQUENCY OF OPERATIONS

The processor must be in operation on-site on an as required basis as determined by the Authority. The following historical data is for information purposes only. While the Authority does not guarantee the following frequency of operations, noted frequency of grinding at T2 occurs 3-4 times per year to support seasonal drop off demands of this site. For example, in 2019 grinding occurred 4 times (April, July, August, October) whereas in 2020 grinding took place in 3 months (January, August and November (planned)). Typical frequency demands of grinding at RL follows the same trend as T2 (3-4 times) per year, where the current Contractor typically grinds at T2 and then proceeds to RL to then grind at this location. For information purposes only, Schedule 1 shares historical data on this program.

PARTICLE SIZE

The Contractor must endeavor to process all organic waste to a size of 3" or less. As a minimum, ninety percent (90%) or more of organic waste must 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 must be maintained in a neat and organized condition. The Authority will provide direction to the Contractor on where to place ground organic waste.

CONTAMINATION

The Authority will make use of public education in an effort to minimize any unacceptable material being included in the organic waste being received for grinding/processing. 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 must have no liability to the Contractor therewith.

C. PERSONNEL

TRAINED EMPLOYEES

The Contractor must 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.

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 must provide a horizontal grinder or reasonable equivalent, capable of effectively processing organic waste volumes received at all sites to the particle size specified in this RFT. The Contractor must 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 must be alleviated in a timely manner, in order to minimize site impacts.

PARKING/OVERNIGHT STORAGE

All equipment must 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, however are the liability of the Contractor.

FUEL

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

E. PAYMENT

The contractor will be paid based on inbound organic waste tonnages (in the case of Transfer Station #2 and the Regional Landfill) or tonnages hauled (in the case of the Windsor site per Option B) as determined by the Authority.

OPTION B

GRINDING ORGANIC WASTE AT THE WINDSOR SITE AND HAULING OF PROCESSED ORGANIC WASTE FROM WINDSOR (T1) TO THE REGIONAL LANDFILL (RL)

A. OPERATIONS

The Contractor must grind at the Windsor site and haul processed organic waste from Windsor (T1) ONLY to the Regional Landfill (RL) located at 7700 County Road 18, Essex as requested by the Authority.

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 ROUND

Monday to Friday	8: 00am 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 grinding 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 must be in operation on-site on an as required basis as determined by the Authority. The following historical data is for information purposes for the Proponent. While the Authority does not guarantee the following frequency of operations, noted frequency of operations at T1 occurs monthly (except December and February) to support the organic waste drop off demands of this site. It is important to note that per Schedule 1 and Schedule 2 there are periods of the year that demand longer Contractor operations at this site due to the significant amount of incoming organic waste at this drop off location.

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 must be maintained in a neat and organized condition.

TARPING

All loads must be properly tarped and transported as per the Ministry of Transportation.

B. PERSONNEL

TRAINED EMPLOYEES

The Contractor must 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.

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 is always an adequate supply of equipment on site to remove all yard waste within the 7 day period specified herein.

The Contractor must provide its own equipment capable of effectively loading ground/processed organic waste into its trailers without the need for a ramp.

OFFLOADING

Trailers 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 must be alleviated in a timely manner, in order to minimize site impacts.

PARKING/OVERNIGHT STORAGE

All equipment must 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, however are the liability of the Contractor.

Fuel

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

D. PAYMENT

The Contractor will be paid based on the amount of material hauled from the Windsor site to the Regional Landfill.

E. SCALEHOUSE RECORDS

All loads must be weighed in at the Regional Landfill.

OPTION C

PROCESSING/GRINDING OF ORGANIC WASTE AT WINDSOR (T1), TRANSFER STATION #2 (T2) AND REGIONAL LANDFILL (RL) AND THE HAULING OF PROCESSED ORGANIC WASTE FROM WINDSOR (T1) ONLY TO REGIONAL LANDFILL (RL)

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 T2 AND RL
AND/OR THE PROCESSING/GRINDING OF ORGANIC WASTE AT
T1 AND THE HAULING OF THE ORGANIC WASTE TO RL.

(To be enclosed in the Bid Submission)

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

- Have you enclosed the required bid deposit?
- Have you enclosed the Agreement to Bond for performance?
- Has the "Signature Page" been SIGNED by the proper officers of your firm?
- Bid Form
- Declaration of Understanding
- Price Schedule
- Statement "A"
- Statement "B"
- List of Sub-contractors
- Environmental Compliance Approval

NOTES:

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

Cathy Copot-Nepszy, 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

Email: ccnepszy@ewswa.org

BID FORM

PLEASE PRINT CLEARLY

Company Name: _____

**Street Address and
P.O. Box:** _____

City: _____

Province: _____

Postal Code: _____

Phone Number: _____

Fax Number: _____

Website: _____

Email address:

COMPANY CONTACT PERSON/ SIGNING OFFICER INFORMATION

Individual's Name: _____

**Street Address and
P.O. Box:** _____

City: _____

Province: _____

Postal Code: _____

Phone Number: _____

Fax Number: _____

**Mobile Phone
Number:** _____

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 BID BOND IN THE AMOUNT OF \$5,000 IS ENCLOSED 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 EXCLUDING HST	Estimated TONNES	HAUL \$/TONNE EXCLUDING HST	TONNES	TOTAL COST EXCLUDING HST
A ONLY	Grind/Process at T2 and RL	\$ _____	8,000	N/A	N/A	\$ _____
B ONLY	Grind/Process at T1 (Windsor) and Haul from T1 to RL	\$ _____	16,800	\$ _____	16,800	\$ _____
C (A + B)	Grind/Process at T2, RL, T1 and Haul from T1 Only to RL	\$ _____	24,800	\$ _____	16,800	\$ _____

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

Please include your ECA Number below and include your ECA document as part of your submission:

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

STATEMENT 'B'

LIST OF EQUIPMENT

Year	Make	Model

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

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: Actual Performance Bond document 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 must 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

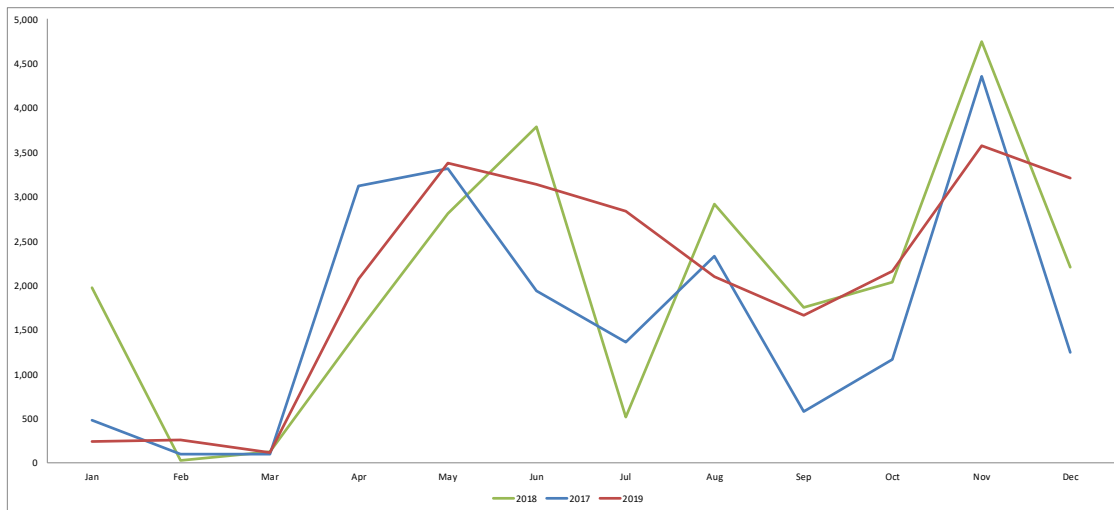
NOTE: Surety must be a guaranty company authorized by law to carry on business in the Province of Ontario

SCHEDULES

35. SCHEDULE 1 – HISTORICAL PROCESSING AND GRINDING

INBOUND ORGANICS BY SITE

2017													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTALS
Regional Landfill	11	48	36	549	553	456	407	302	379	489	520	73	3,821
Transfer Station #2	56	45	65	312	364	250	234	195	198	251	447	92	2,509
Windsor	417	0	0	2,261	2,399	1,229	720	1,834	0	423	3,387	1,079	13,750
Total Tonnes	484	93	101	3,121	3,316	1,935	1,361	2,330	577	1,164	4,353	1,244	20,080
2018													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTALS
Regional Landfill	8	9	63	332	575	597	302	357	413	478	718	104	3,956
Transfer Station #2	11	19	58	245	410	281	214	265	205	299	571	132	2,710
Windsor	1,951	0	0	910	1,819	2,905	0	2,289	1,131	1,260	3,453	1,969	17,688
Total Tonnes	1,970	28	121	1,487	2,804	3,783	516	2,910	1,749	2,038	4,742	2,206	24,354
2019													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTALS
Regional Landfill	20	5	23	492	623	729	464	397	404	497	810	255	4,718
Transfer Station #2	32	36	88	332	476	392	341	292	272	294	489	182	3,227
Windsor	192	220	0	1,243	2,274	2,016	2,028	1,411	983	1,365	2,273	2,771	16,776
Total Tonnes	244	261	112	2,066	3,373	3,136	2,832	2,100	1,660	2,156	3,573	3,208	24,721



36. SCHEDULE 2 – 2020 YARD WASTE WEEKS

CITY OF WINDSOR YARD WASTE COLLECTION SCHEDULE (Collection weeks are shaded)

January, 2020							February, 2020							March, 2020									
SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT			
			1	2	3	4							1	A	1	2	3	4	5	6	7		
B							B							A	8	9	10	11	12	13	14		
A	5	6	7	8	9	10	11	A	2	3	4	5	6	7	8	B	15	16	17	18	19	20	21
B	12	13	14	15	16	17	18	B	9	10	11	12	13	14	15	A	22	23	24	25	26	27	28
A	19	20	21	22	23	24	25	A	16	17	18	19	20	21	22	B	29	30	31				
B	26	27	28	29	30	31		B	23	24	25	26	27	28	29								
April, 2020							May, 2020							June, 2020									
SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT			
			1	2	3	4						1	2	B		1	2	3	4	5	6		
A							A							A	7	8	9	10	11	12	13		
B	5	6	7	8	9	10	11	B	3	4	5	6	7	8	9	B	14	15	16	17	18	19	20
A	12	13	14	15	16	17	18	A	10	11	12	13	14	15	16	A	21	22	23	24	25	26	27
B	19	20	21	22	23	24	25	B	17	18	19	20	21	22	23	A	28	29	30				
A	26	27	28	29	30			A	24	25	26	27	28	29	30	B							
								B	31														
July, 2020							August, 2020							September, 2020									
SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT			
			1	2	3	4							1	A			1	2	3	4	5		
B							B							B	6	7	8	9	10	11	12		
A	5	6	7	8	9	10	11	A	2	3	4	5	6	7	8	A	13	14	15	16	17	18	19
B	12	13	14	15	16	17	18	B	9	10	11	12	13	14	15	B	20	21	22	23	24	25	26
A	19	20	21	22	23	24	25	A	16	17	18	19	20	21	22	A	27	28	29	30			
B	26	27	28	29	30	31		B	23	24	25	26	27	28	29								
								A	30	31													
October, 2020							November, 2020							December, 2020									
SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT			
				1	2	3							1	B			1	2	3	4	5		
A							B							A	6	7	8	9	10	11	12		
B	4	5	6	7	8	9	10	A	8	9	10	11	12	13	14	B	13	14	15	16	17	18	19
A	11	12	13	14	15	16	17	B	15	16	17	18	19	20	21	A	20	21	22	23	24	25	26
B	18	19	20	21	22	23	24	A	22	23	24	25	26	27	28	B	27	28	29	30	31		
A	25	26	27	28	29	30	31	B	29	30													
January, 2021							February, 2021							March, 2021									
SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT			
					1	2			1	2	3	4	5	6			1	2	3	4	5	6	
B							B							A									
A	3	4	5	6	7	8	9	A	7	8	9	10	11	12	13	B	7	8	9	10	11	12	13
A/B	10	11	12	13	14	15	16	B	14	15	16	17	18	19	20	A	14	15	16	17	18	19	20
B	17	18	19	20	21	22	23	A	21	22	23	24	25	26	27	B	21	22	23	24	25	26	27
A	24	25	26	27	28	29	30	B	28							A	28	29	30	31			
B	31							A															