



Essex-Windsor Solid Waste Authority
360 Fairview Ave. W. Suite 211, Essex ON, N8M 3G4

REQUEST FOR TENDER

FOR THE COLLECTION AND RECYCLING OF WHITE GOODS IN THE
COUNTY OF ESSEX

(EXCLUDING THE CITY OF WINDSOR)

CONTRACT TERM: February 22, 2021 – March 31, 2023

ISSUE DATE: January 12, 2021

CLOSING DATE: 5:00 PM Local Time- January 27, 2021

CONTRACTOR NAME: _____

CONTENTS

DOCUMENT TAKERS RESPONSIBILITY	4
INTRODUCTION	4
INFORMATION FOR BIDDERS	4
1. CLOSING DATE	4
2. TERM OF CONTRACT	5
3. SCOPE OF WORK.....	5
4. PERFORMANCE OF CONTRACT.....	7
5. PUBLIC OPENING.....	7
6. WITHDRAWAL OR QUALIFYING OF BIDS	8
7. INFORMAL OR UNBALANCED BIDS	8
8. QUANTITIES	8
9. BIDS	9
10. QUALIFICATION OF BIDDERS	9
11. BID PRICES.....	9
12. SOLE INTEREST	9
13. OMISSIONS, DISCREPANCIES AND INTERPRETATIONS.....	9
14. ACCEPTANCE OR REJECTION OF BIDS	10
15. BID DEPOSIT	10
16. BIDDER'S EXPERIENCE.....	11
17. CONTRACT EXECUTION.....	11
18. WORKPLACE SAFETY AND INSURANCE	11
19. INSURANCE.....	12
20. SUB-CONTRACTORS	14
21. POWER OF THE AUTHORITY	14
22. EXAMINATION OF THE SITE AND EQUIPMENT.....	14
23. REMOVAL OF EMPLOYEES.....	14
24. COMPLIANCE WITH LAWS, REGULATIONS AND POLICIES.....	14
25. LABOUR AND EQUIPMENT	15
26. CO-OPERATION	16
27. FAILURE TO PERFORM	16
28. INDEMNITY	16

29.	FINAL CLEAN UP	17
30.	CONTRACT AMOUNT	17
31.	SAFETY AND FIRST AID.....	17
32.	AUTHORITY FACILITIES.....	17
33.	REFRIGERANT LICENSE	17
34.	PERFORMANCE OF THE WORK	17
35.	INSPECTION	18
36.	SUPERVISION.....	18
37.	PERFORMANCE BOND	18
38.	DELAY IN SERVICE/WORK STOPPAGE	18
39.	FORCE MAJEURE.....	19
	BIDDER'S CHECK SHEET	20
	COMPANY INFORMATION	21
	DECLARATION OF UNDERSTANDING	22
	PRICE QUOTE SUMMARY SHEET	23
	STATEMENT 'A' – EXPERIENCE IN SIMILAR WORK	25
	STATEMENT 'B' – EQUIPMENT.....	26
	STATEMENT 'C' - RECYCLING	27
	STATEMENT 'D' - SUBCONTRACTORS	28
	SCHEDULE 1 – WHITE GOODS PICK-UP SCHEDULE	29
	SCHEDULE 2 – WHITE GOODS HISTORICAL COLLECTION	30

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

Email: ccnepszy@ewswa.org

INTRODUCTION

The Essex-Windsor Solid Waste Authority requires a service provider for the Collection and Recycling of White Goods in the County of Essex (excluding the City of Windsor).

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.

INFORMATION FOR BIDDERS

1. CLOSING DATE

Bids will be received for the Collection and Recycling of White Goods in the County of Essex (excluding the City of Windsor).

Bids must be e-mailed per the information below by:
5:00 PM Local Time on Wednesday, January 27, 2021:

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 February 22, 2021 and end on March 31, 2023 (the "Term") with options to extend the contract at the absolute unfettered discretion of the Authority for three (3) additional one-year periods under the same terms and conditions as contained within this RFT document and executed Contract.

3. SCOPE OF WORK

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 will have the following meanings:

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

"Essex County" means those municipalities in Essex County, which may choose to be part of the White Good quotation process (excluding the City of Windsor).

"Kingsville Public Drop Off Depot" means the depot located at 2021 County Road 31 in the Town of Kingsville where the Contractor must collect all refrigerants only.

"Regional Landfill" means the public drop-off located at 7700 County Rd. 18 in the Town of Essex where the Contractor must collect all refrigerants only.

"Stop" means a location requiring collection, confirmed by a participating Essex County municipality.

“White Goods” means large household metal appliances and metal items including but not limited to refrigerators, freezers, stoves, washers, air conditioners, dryers, water heaters, dehumidifiers, humidifiers, dishwashers, metal bathtubs, barbecues, doors and any other metal item(s) which a participating Essex County municipality deems to require collection.

“White Goods Containing Refrigerants” means those white goods including refrigerators, freezers, dehumidifiers, air conditioners, containing refrigerant which must be handled in accordance with Provincial regulations.

“Windsor Public Drop Off Depot” means the depot located at 3560 North Service Rd. in Windsor where the Contractor must collect all refrigerants only.

COLLECTION PROCEDURES:

a. Collection Lists:

The participating municipalities will forward a list of stops requiring collection to the Contractor on a monthly basis. Additions or deletions must be approved by the participating municipality.

b. Frequency of Collection:

The Contractor will provide collection of 100% of the white goods placed out at every stop no less frequently than once per month and in conjunction with the collection schedule in Schedule #1.

White goods **containing refrigerants only** must be collected from the Kingsville Public Drop Off Depot and the Regional Landfill no less frequently than once per month unless otherwise authorized by the Authority. No other metal items are to be collected by the Contractor.

White goods **containing refrigerants only** must be collected from the Windsor Public Drop Off Depot no less frequently than twice per week and more frequently during peak periods. No other metal items are to be collected by the Contractor.

c. Municipal Maps:

Maps of the participating municipalities can be obtained from the municipal offices.

d. Unacceptable Items or Unsuccessful Collection:

The Contractor shall inform the Authority and/or participating municipality of any items not collected at curbside and of any stops where no items were collected.

- e. **Private Property:**
The Contractor shall note that entering private property to pick-up any items is not a practice recommended or condoned by the Authority and if done, shall be at his/her own risk.
- f. **Recycling of White Goods:**
White goods and metal items shall not go to disposal facilities but instead must go to licensed facilities for recycling.
- g. **Revenue from the Sale of White Goods:**
The marketing of collected white goods and metal items is the sole responsibility of the Contractor and any revenues received are therefore the property of the Contractor.
- h. **Metal Items and Components:**
The Contractor shall bear full responsibility for the proper handling and disposal of all metal items and all of their components.
- i. **Additional Depots:**
The Authority may add additional depots to the program at its discretion. The price to collect white goods containing refrigerants only will be at the established refrigerant price.
- j. **Refrigerant Removal & Disposal:**
The Contractor is to properly and safely remove and dispose of refrigerants from those white goods containing such refrigerants.

4. PERFORMANCE OF CONTRACT

The Contractor shall supply all personnel, equipment and facilities necessary for the satisfactory completion of the work.

5. PUBLIC OPENING

There will be no public tender opening.

6. 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 their Bid at any time up to the official closing time by submitting a letter bearing their signature. No telephone calls, faxes or emails will be considered. Bids which are qualified may be rejected by the Authority without assigning any reasons.

7. INFORMAL OR UNBALANCED BIDS

All entries in the Price Quote Summary Sheet must be made in ink or be typewritten. Entries made in pencil will, 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 quoted for an item does not agree with the extension of the estimated quantity and the Bidder's unit price, the unit price will govern and the amount and the Total Bid Price will 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.

8. 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.

9. BIDS

As a minimum, the following must be included as part of the bid submission: a completed Price Quote Summary Sheet, Declaration of Understanding, Statement 'A', Statement 'B', Statement 'C', Statement 'D', Company Information, Agreement to Bond, a Bid deposit, refrigerant removal licence known as an Ozone Depletion Prevention Certificate and your Environmental Compliance Approval as required herein.

10. 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.

11. BID PRICES

The prices quoted in the Price Quote Summary Sheet 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.

12. 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.

13. 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

14. ACCEPTANCE OR REJECTION OF BIDS

The Authority will 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 bid and a further 30 days to execute the contract.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 RFT.
- 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
- Town of Amherstburg
- Town of LaSalle
- Town of Kingsville
- Municipality of Leamington
- Town of Essex
- Town of Tecumseh

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 an 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.

20. SUB-CONTRACTORS

Sub-contractors shall be listed in Statement 'D'. All sub-contractors must be approved by the Authority.

21. 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 will have the power to suspend any driver or equipment operator for incompetence, impairment, negligence or disregard of others.

22. EXAMINATION OF THE SITE AND EQUIPMENT

Bidders are required to satisfy themselves by personal examination of the collection routes and Authority facilities as to the conditions and materials which may be encountered. 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.

23. 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 to carry it out properly, or for any other good and sufficient cause.

24. COMPLIANCE WITH LAWS, REGULATIONS AND POLICIES

The Contractor must comply with all labour, police, health, environment, 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 the hauling of white goods, 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 and regulations (Section 189/94 – Refrigerants)
- Workplace Safety and Insurance Act for Ontario
- Occupational Health and Safety Act
- Safety or other Policies established by the Authority
- Highway Traffic Act
- Transportation of Dangerous Goods Act

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;

25. LABOUR AND EQUIPMENT

The Contractor must furnish all skilled and unskilled labour, tools, materials, fuel, equipment and plant necessary to carry out the work in accordance with the provisions of the Contract.

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

26. CO-OPERATION

The Contractor must extend full co-operation to other Contractors 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.

27. 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. 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.

28. 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 may arise either directly or indirectly by reason of any failure, neglect or refusal by the Contractor to comply with these specifications, or arising out of the performance or non-performance of the terms of this Contract by the Contractor and its employees or agents or Contractors, EXCEPT to the extent that such liability for damage was caused by any failure, neglect or refusal by the Authority to comply with this Contract, or arising out of the performance or non-performance of the terms of this Contract by the Authority and its employees, agents or Contractors. Without restricting the generality of the foregoing, it is understood and agreed that the Authority shall not be liable for damages to any third party for bodily injury or property damage caused by any accident by the Contractor or otherwise or while engaged in work for or on behalf of the causing either damage or injury through the negligence of the employees of the Contractor and whether or not the same shall be by reason of an accident by or with any truck, trailer, motor vehicle or any other vehicle or equipment whatsoever, and the Contractor hereby covenants and agrees with the Authority to indemnify and save harmless the County and Authority of and from all claims or damages howsoever arising, caused by any of the acts or negligence or otherwise of the employees of the Contractor referred to in this paragraph, EXCEPT to the extent that such liability for damage was

caused by the negligent act or omission of the Authority, its employees, Contractors or agents.

29. FINAL CLEAN UP

At the end of the Term, the Contractor must remove from Authority 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.

30. CONTRACT AMOUNT

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

31. 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.

32. 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 owing to the Contractor.

33. REFRIGERANT LICENSE

The Contractor must provide a copy of an up to date refrigerant removal license as issued by the Province of Ontario as a condition of this bid. The Contractor must ensure that this license remains valid for the entire length of this contract.

34. PERFORMANCE OF THE WORK

The Contractor shall ensure that the work is performed to the satisfaction of the Essex-Windsor Solid Waste Authority at all times. All materials and

workmanship shall be of excellent quality, and any substandard materials or workmanship shall be replaced or repaired to the satisfaction of the Essex-Windsor Solid Waste Authority.

35. INSPECTION

Authorized representatives of the Essex-Windsor Solid Waste Authority shall at all times have access to the work for purpose of inspection.

36. SUPERVISION

The Contractor shall keep the operation under his personal control and shall not assign, transfer or sublet any portion without first obtaining the approval of Authority. The consent of the Authority to any such assignment, transfer or subletting shall not, however, relieve the Contractor of any responsibility for the proper commencement, execution and completion of the operation according to the terms of the Contract, and the Contractor shall, either in person or through an accredited agent, receive all notices, communication, orders, instructions, or legal service as if he were performing the work with his own equipment and his own personnel.

The Contractor will exercise competent supervision of work at all times. Any supervisor or worker, who is not acceptable to the owner by reason of impairment, incompetence, improper conduct, etc., shall be removed from the site of the work and replaced forthwith.

37. PERFORMANCE BOND

The Contractor shall furnish an irrevocable Letter of Credit or certified cheque renewable annually for the amount of \$10,000, securing the obligations of the Contractor to ensure the proper fulfillment of the Contractor's responsibilities. The Letter of Credit is to be from a Bank, as defined by the Bank Act that has a Branch located in Essex-Windsor.

38. DELAY IN SERVICE/WORK STOPPAGE

In the event of breakdown of the Contractor's equipment or work stoppage, or for any reason a delay in service results, the Contractor will be responsible for any overtime or extra cost incurred by the Authority. Should the Authority deem it necessary to seek other means to perform the work because of inefficiency or hold-up on the part of the Contractor, all additional expense incurred shall be recovered from the Contractor by deduction from

the monthly payment and/or the Authority will exercise its powers in relation to the Letter of Credit or certified cheque.

39. 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 will not have any liability to the Contractor;
- the Contractor will 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 will 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.

BIDDER'S CHECK SHEET

(To be included in the Bid Submission)

Before submitting your bid, PLEASE CHECK THAT THE FOLLOWING ITEMS HAVE BEEN COMPLETED AND INCLUDED IN YOUR SUBMISSION:

- Have you included a copy of the required bid deposit? - \$5,000
- Have you enclosed the Agreement to Bond for performance? - \$10,000
- Has the "Company Information Page" been completed and SIGNED by the proper officers of your firm?
- Declaration of Understanding
- Price Quote Summary Sheet
- Statement 'A' – Experience in Similar Work
- Statement 'B' – Equipment
- Statement 'C' - Recycling
- Statement 'D' - Sub-contractors
- Environmental Compliance Approval
- Refrigerant Removal Licence known as an Ozone Prevention Depletion Certificate

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

COMPANY INFORMATION

PLEASE PRINT CLEARLY

Company Name: _____

**Name of Company
Representative:** _____

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

City: _____

Province: _____

Postal Code: _____

Phone Number: _____

Fax Number: _____

Website: _____

Email address: _____

Signature: _____

OZONE DEPLETION PREVENTION CARD

Name: _____

Number: _____

**Expiry Date:
(Year, Month, Day)** _____

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 Price Quote Summary Sheet 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 Authority 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

PRICE QUOTE SUMMARY SHEET

Record all dollar figures exclusive of taxes. Estimated Annual White Good Collections is provided for bidding purposes, actual numbers may vary.

MUNICIPAL CURBSIDE COLLECTION

Municipality	Estimated Annual White Good Collection Stops (Average 2016-2019)	Price Per Stop Excluding HST*	Annual Cost Excluding HST
Amherstburg	345	\$	\$
Essex	213	\$	\$
Kingsville	268	\$	\$
LaSalle	287	\$	\$
Lakeshore	250**	\$	\$
Leamington	227	\$	\$
Tecumseh	159	\$	\$
Sub-Total	1,499	N/A	\$

(A)

* Regardless of number of items and/or refrigerants at the stop.

** Lakeshore has historically not received this service as part of this tender. The collection stop figure is an estimate and is based on the average of the other 6 municipalities.

- Any municipality may opt not to participate, thus impacting the above estimates.
- At Windsor Public Drop Off Depot, the Regional Depot and Kingsville Public Drop Off Depot only white goods with refrigerants are to be collected. No other metal items are to be collected by the Contractor.

EWSWA DEPOT COLLECTION

EWSWA Location	Estimated Annual Refrigerants (Average 2017-2020)	Price Per Unit Containing a Refrigerant Excluding HST	Annual Cost Excluding HST
Windsor Depot	1,040	\$	\$
Kingsville Depot	235	\$	\$
Regional Landfill	41	\$	\$
Grand-Total (A)+(B)+(C)+(D)			\$

(B)

(C)

(D)

STATEMENT 'A' – EXPERIENCE IN SIMILAR WORK

Please list a minimum of 3 projects that your company has been involved with that are the same or similar in nature:

Name of Municipality	Nature of Project	Length of Contract	Contact Name/Phone Number

STATEMENT 'B' – EQUIPMENT

List the equipment you intend to use to complete white goods collection:

Year	Make/Model	Capacity

STATEMENT 'C' - RECYCLING

List where the white goods/refrigerants will be recycled:

Name of Company	Type of Operation	Contact/Phone Number

Ozone Depletion Number: _____

ECA Number (Please include copy of ECA): _____

STATEMENT 'D' - SUBCONTRACTORS

List name, address, phone number of all subcontractors and what portion of the work they will be responsible for. If they will be doing collection, please include Ozone Depletion Number and if they will be a drop off location, please include ECA number and copy of their ECA:

Name of Company	Type of Operation	Contact/Phone Number

SCHEDULE 1 – WHITE GOODS PICK-UP SCHEDULE

1 st Tuesday	Kingsville (includes former Kingsville, Gosfield S. and Gosfield N.)
2 nd Tuesday	Tecumseh (includes former Tecumseh, St. Clair Beach and Sandwich South)
3 rd Tuesday	Leamington (includes form Mersea and Leamington)
1 st Thursday	Essex (includes former Essex, Colchester N., Colchester S. and Harrow)
3 rd Thursday	LaSalle
4 th Thursday	Amherstburg (includes former Amherstburg, Malden and Anderdon)

SCHEDULE 2 – WHITE GOODS HISTORICAL COLLECTION

2016-2019

Year	Essex	Lasalle	Amherstburg	Leamington	Kingsville	Tecumseh	Total
2016	192	245	320	201	270	Not available	1,228
2017	221	301	319	208	273	141	1,463
2018	191	253	358	226	230	147	1,405
2019	248	347	384	271	300	188	1,738

REFRIGERANTS (DELIVERED TO PUBLIC DROP OFF LOCATIONS)

Year	Windsor Public Drop Off Depot	Kingsville Public Drop Off Depot	Regional Landfill
2017	961	196	32
2018	925	217	49
2019	1106	265	49
2020	1166	262	35