



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

REQUEST FOR PROPOSAL

FOR THE PROVISION CONTAINERS FOR ELECTRONICS AND ELECTRICAL EQUIPMENT (EEE) RECYCLING, TRANSPORTATION OF THESE CONTAINERS AND THE RECYCLING OF EEE FROM ESSEX-WINDSOR SOLID WASTE AUTHORITY LOCATIONS

CONTRACT TERM: March 8, 2021 – March 3, 2023
ISSUE DATE: February 9, 2021
CLOSING DATE: 5:00 PM Local Time- February 23, 2021

CONTRACTOR NAME: _____

CONTENTS

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

| | | |
|-----|---|-----------|
| 29. | FINAL CLEAN UP | 18 |
| 30. | SAFETY AND FIRST AID..... | 18 |
| 31. | AUTHORITY FACILITIES..... | 18 |
| 32. | PERFORMANCE OF THE WORK | 18 |
| 33. | INSPECTION | 19 |
| 34. | SUPERVISION..... | 19 |
| 35. | PERFORMANCE BOND | 19 |
| 36. | DELAY IN SERVICE/WORK STOPPAGE..... | 19 |
| 37. | FORCE MAJEURE..... | 20 |
| | PROPONENT’S CHECK SHEET | 21 |
| | COMPANY INFORMATION | 22 |
| | DECLARATION OF UNDERSTANDING | 23 |
| | PRICE QUOTE SUMMARY SHEET..... | 24 |
| | STATEMENT 'A' – EXPERIENCE IN SIMILAR WORK | 28 |
| | STATEMENT 'B' – CONTAINERS AND EQUIPMENT | 29 |
| | STATEMENT 'C' - RECYCLING | 30 |
| | STATEMENT 'D' – SUB-CONTRACTORS | 31 |
| | SCHEDULE 1 | 32 |
| | SCHEDULE 1 | 33 |
| | SCHEDULE 2 | 34 |

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

As the Minister of the Environment, Conservation and Parks directed OES (Ontario Electronic Stewardship) to wind up the WEEE (Waste Electrical and Electronic Equipment) Program on December 31, 2020 to enable the transition of end-of-life EEE (Electrical and Electronic Equipment) to IPR (Individual Producer Responsibility) under the RRCEA (Resource Recovery and Circular Economy Act), 2016 starting on January 1, 2021, the EWSWA is seeking a Contractor to recycle electronics under this new EEE regulation.

The Authority is looking for a Contractor to provide a service that enables the Authority to recycle EEE through the Contractor's provision of containers for EEE recycling, transportation of these containers and the recycling of EEE from Essex-Windsor Solid Waste Authority locations under the EEE program. This Contractor must be RPRA-registered and be able to see the Work through as specified under the Electrical and Electronic Equipment Regulation (O.Reg.522/20) and in accordance with all other applicable laws.

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.

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

INFORMATION FOR PROPONENTS

1. CLOSING DATE

Proposals will be received for the provision of containers for EEE recycling, transportation of these containers and the recycling of EEE from Essex-Windsor Solid Waste Authority locations under the EEE program.

Proposals must be e-mailed per the information below by:
5:00 PM Local Time on Tuesday, February 23, 2021:

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

Proposals received after the official closing time and date specified above will not be considered! If you submit a paper copy, an electronic copy must also be e-mailed as noted above.

2. TERM OF CONTRACT

The term of the Contract shall commence March 8, 2021 and end on March 3, 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 RFP 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).

“Containers” means the containers that the Contractor will provide to support the Authority to properly fill with EEE for recycling per the awarded program set-out by this RFP.

“Contract” means the final contract between the Authority and the Successful Proponent.

“EEE” or “Electrical and Electronic Equipment” means equipment that is designed for use with an electric current, has a voltage of less than 1,000 volts for alternating current and less than 1,500 volts for direct current, weighs no more than 250 kg, and is not intended to be used permanently as part of a building or structure as defined by RPRA.

“Proponent” means a Person or a Company who submits a Proposal in response to this RFP.

“Recycling” means the act of recycling various EEE as outlined in the EEE program.

“Reuse” means the act of refurbishing and remarketing/redistributing EEE as outlined in the EEE program.

“RL” or “Regional Landfill” means the public drop-off located at 7700 County Rd. 18 in the Town of Essex where the Contractor must collect all EEE.

“RPRA” is the Resource Productivity and Recovery Authority that was created in November 2016 by the Government of Ontario to support the transition to a circular economy and a waste-free Ontario.

“T1” or “Windsor Public Drop Off Depot” means the depot located at 3560 North Service Rd. in Windsor where the Contractor must collect all EEE.

“WEEE” means Waste Electrical and Electronic Equipment that was governed under the Ontario Electrical Stewardship(OES).

“Work” means everything to be done, supplied or provided by the Contractor under this Contract as applicable.

“T2” or “Transfer Station #2” means the depot located at 2021 County Road 31 in the Town of Kingsville where the Contractor must collect EEE.

LOCATIONS AND HOURS (SUBJECT TO CHANGE):

Below are the days and hours that EWSWA sites will be open for the Contractor to service each site.

T1-ESSEX-WINDSOR MATERIAL RECOVERY FACILITY
3560 NORTH SERVICE RD., WINDSOR, ON N8X 2A9

| DAYS | HOURS |
|------------------|--------------------|
| Monday to Friday | 8:00 am to 3:30 pm |

T2-TRANSFER STATION #2
2021 COUNTY RD. 31 (ALBUNA TOWNLINE), KINGSVILLE, ON N8H 3V5

| DAYS | HOURS |
|------------------|--------------------|
| Monday to Friday | 8:30 am to 3:30 pm |

RL-ESSEX-WINDSOR REGIONAL LANDFILL
7700 COUNTY RD. 18, ESSEX, ON N0R 1B0

| DAYS | HOURS |
|------------------|--------------------|
| Monday to Friday | 8:30 am to 3:00 pm |

GENERAL DUTIES

A. Provision of Containers

The Contractor shall provide on an as required basis Containers to be loaded with EEE.

The Contractor shall remove and replace the Containers on an as required basis as directed by the Authority.

The Contractor shall ensure that there is always 1 or more Containers(s) as directed by the Authority that are located at Authority facilities for the receipt of EEE from the public/staff.

B. Tarping

The Contractor shall ensure that all EEE loads being moved or leaving Authority facilities are properly tarped if needed and as mutually agreed upon by both the Authority and the Contractor to ensure compliancy with all transportation laws and municipal by-laws.

C. Scalehouse Records

The Contractor shall ensure that a weigh-scale transaction is completed utilizing EWSWA weigh-scales at all locations prior to the removal of all EEE loads. Payment will be based on these weigh-scale records.

D. EEE Requirements

The Contractor shall be responsible for meeting all requirements of RPRA including record keeping to ensure that the Authority is in compliance with the EEE program.

E. Ownership of EEE and Freight Cost

The Contractor is responsible to arrange for and pay all costs associated with containers and transporting the EEE from the Contractors collection/processing/recycling facilities to the final destination and assumes ownership of the EEE upon its removal from the Authority's facilities.

F. Equipment

The Contractor must supply only well maintained containers and equipment that are in good working condition and shall ensure that the

equipment is properly maintained for the entire length of this contract. Supplied equipment shall be neat and clean in appearance.

G. Personnel

The Contractor shall only use properly trained personnel. Personnel shall be neat and clean in appearance and be fitted with a safety vest or equivalent.

H. Responsibilities of the Authority

The Authority will provide labour to load the containers with EEE at its locations. The containers will be loaded with all acceptable EEE material.

The Authority will ensure that containers are full to a safe and consistent height as not to cause any spills during transport.

The Authority will use due diligence to ensure that non-EEE items are not placed in containers whether by staff or the general public. No deductions for non-EEE products are acceptable under this contract. Potential Contractors shall satisfy themselves beforehand that contamination levels are acceptable.

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 opening of RFP submissions.

6. WITHDRAWAL OR QUALIFYING OF PROPOSALS

A Proponent who has already submitted a proposal may submit a further proposal at any time up to the official closing time. The last proposal received will supersede and invalidate all proposals previously submitted by that Proponent for this Contract.

A Proponent may withdraw their proposal at any time up to the official closing time by submitting a letter via e-mail bearing their signature. No telephone calls or faxes will be considered.

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.

Submissions 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 Proponent's signing officer) or irregularities of any kind may be rejected as informal.

Submissions 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 submission the amount quoted for an item does not agree with the extension of the estimated quantity and the Proponent's unit price, the unit price will govern and the amount and the Total Price will be corrected accordingly.

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

Proponents who have made submissions that have been rejected by the Authority because of informalities may be notified of the reasons for the rejection within ten (10) days after the closing date of the RFP.

8. QUANTITIES

The quantities as set out in this document are approximate only and are given as a basis for estimate and comparing.

9. SUBMISSIONS

As a minimum, the following must be included as part of the submission: a completed Price Quote Summary Sheet, Declaration of Understanding, Statement 'A', Statement 'B', Statement 'C', Statement 'D', Company Information, a submission deposit, and your Environmental Compliance Approval as required herein.

10. QUALIFICATION OF PROPONENTS

All Proponents 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 Proponent 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. 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 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 Proponent must have any interest in the submission or in the proposed contract for which the submission is made and to which it relates.

13. OMISSIONS, DISCREPANCIES AND INTERPRETATIONS

Should a Proponent find omissions from or discrepancies in any of the RFP 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 RFP documents. No oral explanation or interpretation must modify any of the requirements or provisions of the RFP 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 RFP documents, such provisions must take precedence and govern in the following order:

- Scope of Work
- General Specifications
- Form of RFP
- Information for Proponents
- Proponent's Check List

14. ACCEPTANCE OR REJECTION OF SUBMISSIONS

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

Submissions are subject to a formal contract being prepared and executed. The Authority reserves the right to accept or reject any or all submissions and to waive formalities as the interests of the Authority may require without stating reasons.

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

15. SUBMISSION DEPOSIT

Submissions must be accompanied by a bid bond in the amount of \$5,000, made payable to the Authority.

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

16. PROPONENT'S EXPERIENCE

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

17. CONTRACT EXECUTION

The successful Proponent will be required to execute an Agreement 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 Proponent notice that the Form of Agreement is to be executed. If a Proponent 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.

19. INSURANCE

Please note the following in regards to all insurances:

- The Contractor's liability will not be limited to the minimum insurance requirements outlined in the RFP.
- The Contractor 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 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

The Proponent, must list all sub-contractors in Statement 'D'. All sub-contractors must be registered with the RFPRA as a PRO, hauler, refurbisher, and/or processor, and maintain this registration with RPRRA throughout the duration of this Contract. The sub-contractors must manage EEE materials in accordance with the Electrical and Electronic Regulation (O.Reg 522/20). The sub-contractors must also 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 SITES

Proponents should satisfy themselves by personal examination of Authority facilities as to the conditions and materials which may be encountered. The submission will 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 Work of this RFP, now or subsequently enacted will 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
- 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 at Authority locations, 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, 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 will be charged by the Authority 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. 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 will 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 will assess the cost to the Contractor.

32. 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.

33. INSPECTION

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

34. 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.

35. PERFORMANCE BOND

The successful Proponent 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 successful Contractor that is awarded this Contract will be required to issue this performance bond within 3 days of acknowledgement of award to the Authority. The Letter of Credit is to be from a Bank, as defined by the Bank Act that has a Branch located in Essex-Windsor.

36. 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.

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 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.

PROPONENT'S CHECK SHEET

(To be included in the Submission)

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

- Have you included a copy of the required submission deposit? - \$5,000
- 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' – Containers and Equipment
- Statement 'C' - Recycling
- Statement 'D' - Sub-contractors
- Environmental Compliance Approval

NOTES:

(i) Your submission will be informal and may 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: _____

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 Proponent will insert here the number of the addenda received by him during the bidding process.

NOTE: The price details are shown on the Price Quote Summary Sheet on subsequent pages.

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

The Proponent 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 SUBMISSION DEPOSIT IN THE AMOUNT OF \$5,000 IS ENCLOSED HERETO.
 YES NO

PRICE QUOTE SUMMARY SHEET

Record all dollar figures exclusive of taxes in the three options below. Based on the proposals submitted, the Authority has the right to award this Work to satisfy the needs of the Authority and the individual site.

EWSWA EEE Program Highlights:

- (1) Segregation of EEE materials at T2 and RL sites is not feasible.
- (2) The Authority does not have indoor storage facilities available to stage or store EEE materials.
- (3) Materials are loaded by staff at the ground level due to facility constraints at all sites.
- (4) Tonnages for T1 are based on orderly stacking.
- (5) Past practice for Authority electronics recycling has had the contractor provide 20' sea containers (20' long x 8' wide x 8' 6" high) that allow EWSWA staff use to place electronics in unsorted. T1 always has 3 sea containers onsite, whereas T2 and RL each have 1 sea container onsite at all times.

Provide the following information alongside your bid submissions:

Location of Processing Facility:

RPRA EEE registration no.:

Confirm that you are registered with RPRA for the EEE program as a:

PRO or PROCESSOR or REFURBISHER or HAULER

OPTION A: UNSORTED

For this Option A, the Authority is looking for the Proponent's price that allows the Authority to place all materials under the EEE program unsorted in a sea container. Due to facility and resources constraints, OPTION A is the only option for the recycling of EEE at both the T2 and RL facilities.

| Site | Average (2018-2020) WEEE Recycled Annually (tonnes) | Net Price Per Tonne* Excluding HST | Net Annual Price* Excluding HST |
|-------------|---|------------------------------------|---------------------------------|
| T1 | 265 | \$ | \$ |
| T2 | 56 | \$ | \$ |
| RL | 5 | \$ | \$ |
| All 3 Sites | 326 | \$ | \$ |

*Price that the Contractor will pay to the Authority

OPTION B: SORTED-T1 Only

Option B proposals only pertain to T1. The Authority is looking for your proposal for the Authority to segregate EEE materials for T1. T2 and RL pricing under OPTION B are captured in OPTION A as these sites do not have the capacity to sort EEE.

Option B-Proposal Description

Use annual tonnage figures and commodity names that are provided in the RFP in your proposal below so that your proposal is easy to understand. If your proposal is not clear, the Authority may choose to not review the proposal for this option.

| Segregated Commodity Description | Net Price Per Tonne* Excluding HST |
|----------------------------------|---------------------------------------|
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |

*Price that the Contractor will pay to the Authority

OPTION C: ALTERNATE

For Option C the Authority is looking for any other proposals that you may want to submit that do not fall under Option A or Option B Proposal sections that support the Authority to successfully recycle EEE materials under the EEE program. NOTE: T2 and RL sites do not have the resources to segregate EEE program material.

Proposal Description

Use annual tonnage figures and commodity names that are provided in the RFP in your proposal below so that your proposal is easy to understand. If your proposal is not clear, the Authority may choose to not review the proposal for this option.

| Description | Net Price Per Tonne* Excluding HST |
|-------------|---------------------------------------|
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |

*Price that the Contractor will pay to the Authority



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' – CONTAINERS AND EQUIPMENT

List the containers and equipment you intend to use to fulfill the requirements of this RFP:

| Year | Make/Model | Capacity | Supports to Option A/B/C Submission |
|------|------------|----------|-------------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

STATEMENT 'C' - RECYCLING

List where the EEE will be recycled:

| Name of Company | Type of Operation | RPRA Registration Number | Contact/Phone Number |
|-----------------|-------------------|--------------------------|----------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

ECA Number (Please include copy of your ECA):

STATEMENT 'D' – SUB-CONTRACTORS

List name, address, phone number of all sub-contractors and what portion of the work they will be responsible for. Please include the ECA number and a copy of their ECA, as well as, their RPRR Registration Number:

| Name of Company | Type of Operation | RPRR Registration Number | Contact/Phone Number |
|-----------------|-------------------|--------------------------|----------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| Name of Company | ECA Number |
|-----------------|------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

SCHEDULE 1

Annual WEEE shown by Tonnes and Loads

T1-Essex-Windsor Material Recovery Facility – Windsor

| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
|--------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--------|
| 2014 | | | | | | | | | | | | | |
| Loads | 6 | 6 | 6 | 14 | 12 | 10 | 10 | 10 | 9 | 11 | 9 | 11 | 114 |
| Tonnes | 17.09 | 17.28 | 15.5 | 38.95 | 36.65 | 29.64 | 32.24 | 32.58 | 28.83 | 32.94 | 26.96 | 32.54 | 341.2 |
| 2015 | | | | | | | | | | | | | |
| Loads | 7 | 4 | 5 | 5 | 3 | 3 | 4 | 3 | 4 | 3 | 3 | 4 | 48 |
| Tonnes | 20.54 | 8.98 | 22.99 | 49.55 | 29.98 | 26.05 | 37.05 | 26.16 | 36 | 32.2 | 25.85 | 29.82 | 345.17 |
| 2016 | | | | | | | | | | | | | |
| Loads | 3 | 2 | 3 | 3 | 4 | 3 | 3 | 3 | 4 | 5 | 5 | 3 | 41 |
| Tonnes | 23.64 | 21.68 | 20.75 | 27.35 | 42.84 | 28.12 | 27.93 | 24.39 | 31.2 | 42.53 | 36.31 | 16.79 | 343.53 |
| 2017 | | | | | | | | | | | | | |
| Loads | 4 | 2 | 3 | 2 | 4 | 3 | 5 | 3 | 4 | 3 | 3 | 2 | 38 |
| Tonnes | 31.52 | 15.57 | 23.66 | 15.68 | 35 | 22.87 | 34.77 | 23.45 | 32.3 | 26.45 | 25.62 | 19.19 | 306.08 |
| 2018 | | | | | | | | | | | | | |
| Loads | 2 | 2 | 2 | 2 | 5 | 4 | 3 | 4 | 3 | 3 | 3 | 3 | 36 |
| Tonnes | 16.05 | 13.92 | 17.55 | 21.42 | 36.46 | 27.42 | 20.51 | 25.59 | 23.75 | 27.59 | 23.55 | 20.81 | 274.62 |
| 2019 | | | | | | | | | | | | | |
| Loads | 2 | 2 | 2 | 3 | 2 | 3 | 3 | 3 | 3 | 2 | 3 | 2 | 30 |
| Tonnes | 15.48 | 13.58 | 17.55 | 27.73 | 16.57 | 27.22 | 21.9 | 31.11 | 26.72 | 18.47 | 25.92 | 15.72 | 257.97 |
| 2020 | | | | | | | | | | | | | |
| Loads | 3 | 3 | 1 | 0 | 1 | 4 | 3 | 3 | 3 | 3 | 3 | 3 | 30 |
| Tonnes | 25.63 | 22 | 11.33 | 0 | 5.32 | 34.13 | 29.13 | 22.32 | 28.72 | 26.89 | 28.43 | 28.32 | 262.22 |

T2-Transfer Station No. 2 – Kingsville

| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
|--------|------|------|------|------|------|------|------|------|------|------|------|------|-------|
| 2014 | | | | | | | | | | | | | |
| Loads | 1 | 1 | 2 | 2 | 3 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 23 |
| Tonnes | 2.88 | 2.02 | 5.23 | 4.94 | 7.62 | 5.68 | 5.07 | 5.3 | 4.7 | 5.36 | 5.4 | 3.68 | 57.88 |
| 2015 | | | | | | | | | | | | | |
| Loads | 2 | 0 | 2 | 1 | 2 | 1 | 2 | 1 | 2 | 1 | 1 | 2 | 17 |
| Tonnes | 5.36 | 0 | 5.86 | 4.52 | 8.24 | 3.37 | 8.15 | 2.88 | 6.4 | 2.06 | 3.24 | 5.69 | 55.77 |
| 2016 | | | | | | | | | | | | | |
| Loads | 0 | 1 | 0 | 1 | 1 | 2 | 0 | 1 | 1 | 1 | 1 | 1 | 10 |
| Tonnes | 0 | 4.07 | 0 | 3.97 | 4.45 | 6.75 | 0 | 3.69 | 3.95 | 3.98 | 3.98 | 3.45 | 38.29 |
| 2017 | | | | | | | | | | | | | |
| Loads | 1 | 1 | 1 | 1 | 1 | 1 | 2 | 1 | 2 | 1 | 1 | 1 | 14 |
| Tonnes | 3.98 | 3.86 | 4.36 | 4.33 | 4.43 | 3.83 | 9.33 | 4.12 | 7.68 | 4.26 | 4.06 | 4 | 58.24 |
| 2018 | | | | | | | | | | | | | |
| Loads | 1 | 1 | 1 | 0 | 2 | 1 | 1 | 2 | 1 | 1 | 1 | 1 | 13 |
| Tonnes | 4.18 | 4.54 | 3.74 | 0 | 8.95 | 5.25 | 4.1 | 9.06 | 4.38 | 3.79 | 4.86 | 4.99 | 57.84 |
| 2019 | | | | | | | | | | | | | |
| Loads | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 |
| Tonnes | 4.47 | 4.94 | 4.58 | 4.67 | 5.2 | 4.84 | 4.8 | 2.9 | 4.8 | 4.53 | 4.86 | 5.01 | 55.6 |
| 2020 | | | | | | | | | | | | | |
| Loads | 1 | 1 | 0 | 0 | 1 | 2 | 1 | 1 | 1 | 1 | 1 | 2 | 12 |
| Tonnes | 4.91 | 4.84 | 0 | 0 | 5.21 | 10.3 | 3.86 | 4.24 | 3.77 | 4.11 | 2.92 | 8.93 | 53.09 |

SCHEDULE 1

Annual WEEE shown by Tonnes and Loads

RL- Regional Recycling Depot - Essex

| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
|--------|-----|------|------|-----|-----|------|------|------|-----|------|-----|------|-------|
| 2014 | | | | | | | | | | | | | |
| Loads | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 2 |
| Tonnes | 0 | 0 | 0 | 0 | 0 | 4.93 | 0 | 0 | 0 | 2.05 | 0 | 0 | 6.98 |
| 2015 | | | | | | | | | | | | | |
| Loads | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 2 |
| Tonnes | 0 | 0 | 1.25 | 0 | 0 | 0 | 0 | 0 | 0 | 3.07 | 0 | 0 | 4.32 |
| 2016 | | | | | | | | | | | | | |
| Loads | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 2 |
| Tonnes | 0 | 0 | 0 | 0 | 0 | 2.81 | 0 | 0 | 0 | 0 | 0 | 2.66 | 5.47 |
| 2017 | | | | | | | | | | | | | |
| Loads | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 2 |
| Tonnes | 0 | 0 | 0 | 0 | 0 | 0 | 3.18 | 0 | 0 | 0 | 0 | 3.11 | 6.29 |
| 2018 | | | | | | | | | | | | | |
| Loads | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 2 |
| Tonnes | 0 | 0 | 0 | 0 | 0 | 2.74 | 0 | 0 | 0 | 0 | 0 | 2.77 | 5.51 |
| 2019 | | | | | | | | | | | | | |
| Loads | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Tonnes | 0 | 0 | 0 | 0 | 0 | 0 | 3.04 | 0 | 0 | 0 | 0 | 0 | 3.04 |
| 2020 | | | | | | | | | | | | | |
| Loads | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 3 |
| Tonnes | 0 | 2.01 | 0 | 0 | 0 | 0 | 0 | 2.77 | 0 | 0 | 0 | 2.05 | 6.83 |

SCHEDULE 2

WEEE by type for 2019 (all 3 EWSWA facilities).

| Type of Electronic | Weight (lbs) | Tonnes |
|-----------------------------|--------------|--------|
| Cable & Satellite Receivers | 6,519 | 2.96 |
| CRT Monitor | 17,010 | 7.72 |
| CRT TV | 209,933 | 95.22 |
| Desktop Computers | 51,466 | 23.34 |
| Laptop Computers | 9,879 | 4.48 |
| LCD TV | 77,991 | 35.38 |
| LCD Monitor | 20,429 | 9.27 |
| Modems & Routers | 1,658 | 0.75 |
| Networking Equipment | 567 | 0.26 |
| Plasma TV | 6,397 | 2.90 |
| Printers & Peripherals | 233,630 | 105.97 |
| Switch, Hub, Network Router | 4,104 | 1.86 |
| TOTAL | 639,583 | 290.11 |