



Essex-Windsor Solid Waste Authority

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Request for Proposal

RFP No. 2022-10-03

Review of Existing Municipal Waste Collection Logistics and Transfer Sites
and Development of a Strategic Plan as it relates to the
Commencement of an Organic Waste Collection Program and
Regional Solid Waste Collection Program

ISSUE DATE: Monday, October 3, 2022

CLOSING DATE: Friday, October 28, 2022 – 12:00 PM (Noon) EST

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1.0 Introduction

- 1.1 This Request for Proposal ("RFP") is an invitation from the Essex-Windsor Solid Waste Authority (the "Authority") to Proponents to perform a review of existing municipal waste collection logistics and transfer sites and development of a strategic plan as it relates to the commencement of an organic waste collection program and regional solid waste collection program as further described in the Scope of Work attached hereto as Schedule "A".

2.0 RFP Overview

- 2.1 Proponents should read this RFP carefully and thoroughly to understand all terms and conditions. Proposals may be deemed non-compliant or be rejected for failure to fulfil procedural or content requirements stipulated in this RFP.
- 2.2 The RFP is comprised of instruction to Proponents, Schedules and Appendices. Proponents are to review the RFP table of contents to ensure they are aware of all the RFP documents. Each Schedule and Appendix is an integral part of this RFP as set out at length in the body of this RFP.

3.0 RFP Not Binding

- 3.1 This RFP is not intended to create and does not create a formal legally binding bidding process. This RFP does not commit the Authority in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract, and the Authority reserves the right to, at any time reject all Proposals, and to cancel this RFP process. This RFP is not intended to create, and should not be construed as creating, contractual relations between the Authority and any Proponent, including any "Contract "A".

4.0 Time Table

- 4.1 The timetable for this RFP is set out below:

RFP Process	Date
Issue RFP Invitation	Monday, October 3, 2022

RFP Process	Date
Question Period Closes	Friday, October 21, 2022, 12:00 PM (Noon) EST
Final Addendum	Tuesday, October 25, 2022
Submission Info.: Date, Time & Email	Friday, October 28, 2022 12:00 PM (Noon) EST Tpolicella@ewswa.org

5.0 Draft Contract

5.1 A draft version of the Contract (the "Draft Contract") is attached hereto as Schedule "G". Proponents will be expected to enter into a Contract with the Authority for the Services on substantially the same terms as the Draft Contract, as it may be amended by Addendum. Proponents should prepare their Proposals based on the Draft Contract, as amended, as of the deadline for final Addenda indicated in the Timetable. The Service Fees under the Contract will be based on the information provided by the Proponent in response to this RFP. The Authority reserves the right to negotiate any and all terms and conditions (including price) of the Contract with any Proponent in its sole discretion.

6.0 Questions, Clarifications and Addenda

6.1 Proponents must submit all questions regarding the RFP document, the RFP process and their submission no later than the deadline set out in item: "Question Period Closes" located in Table 4.1 of Section 4 to:

Michelle Bishop – General Manager
Email: mbishop@ewswa.org

6.2 All questions and inquiries regarding the RFP documents, the RFP process and their submission must be submitted not later than the deadline set out in Section 4 above.

6.3 The Authority may in its sole discretion:

6.3.1 Edit questions(s) for clarity;

- 6.3.2 Answer similar questions from various Proponents only once.
- 6.4 The Authority may seek a written clarification from a Proponent where an unintentional non-substantial error has been observed. Any response, which leads to a substantial change in the bid is considered bid repair and will not be considered further.
- 6.5 At any time prior to the Submission Deadline, the Authority may issue an Addendum to this RFP. The Authority will make reasonable efforts to provide the Proponents with written responses of this section. Addenda, if any, will be distributed by email and will be posted by the Authority for all Proponents to review. Confirmation of receipt will be required. The Authority reserves the right, but does not intend, to issue Addenda after the date indicated in the above Timetable for the issuance of the final Addenda.
- 6.6 Contact with the Authority personnel other than the individual set out in the Proposal may, at the sole discretion of the Authority, result in the disqualification of the Proponent and/or rejection of its Proposal.

7.0 Submissions

- 7.1 All submissions must be sent via email to the Executive Assistant – Teresa Policella at tpolicella@ewswa.org. Proposals submitted by means other than email will not be accepted. Please note that .zip files are not accepted, please contact Teresa Policella to provide an alternative method of file transfer if required. Proponents are encouraged to confirm receipt of submission.
- 7.2 Submissions received by the Authority will be reviewed for compliance with the requirements set out herein.
- 7.3 Proponents are required to submit its Proposal prior to the submission deadline set out in Section 4.
- 7.4 In the event of a dispute as to the time, the time that will prevail for the purposes of evaluating compliance with submission requirements will be the time recorded by the Authority's e-mail time stamp.
- 7.5 A Proponent may amend any aspect of its Proposal at any time on or before the Submission Deadline by submitting a complete replacement Proposal. Where a Proponent submits more than one

Proposal before the Submission Deadline, the last Proposal submitted will supersede and invalidate all earlier Proposals submitted by that Proponent. Proponents may withdraw Proposals prior to the Submission Deadline.

8.0 Submission Requirements

The Proposal submission shall include the following:

8.1 Insurance

8.1.1 Proponent shall submit a copy of the insurance certificate from an insurer licensed in the province of Ontario with its submission.

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 policy shall contain a cross-liability separation clause and the Essex-Windsor Solid Waste Authority, the Corporation of the County of Essex and the Corporation of the City of Windsor shall be indemnified from any and all claims, demands, losses, costs or damages resulting from the performance of a Proponent's obligation under the Proposal.

8.1.2 The Proponent shall maintain in force at its entire expense the following coverage requirements:

- General Liability not less than \$5,000,000 including bodily injury, including death, personal injury and property damage arising from any one accident or occurrence.
- Professional Liability Insurance of not less than \$2,000,000

8.1.3 It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way to the detriment of the Authority, nor cancelled until 30 days after written notice by registered mail of such change or

cancellations has been delivered to the Authority. Proof of the insurance coverage shall be in form satisfactory to the Authority.

9.0 Sub-Contractors

- 9.1 The Proponent shall identify all sub-contractors that may be used to complete any part of the proposed solution.
- 9.2 If the Proponent subcontracts any part of the Services, the Proponent will retain full responsibility to the Authority for the acts and omissions of the sub-contractors, their employees. Proponents must receive written approval when utilizing subcontractors by the Authority.

10.0 Standards and Regulations

- 10.1 Vendor shall ensure all services and goods provided are in accordance with and under authorization of all applicable authorities, municipal, provincial and federal legislation.

Part 2 Evaluation, Negotiation and Award

1.0 Evaluation and Award

- 1.1 The evaluation of Proposal(s) will be carried out by a committee appointed by the Authority (the "Evaluation Committee"). The Evaluation Committee may include, or be assisted by, such Persons as the Authority may decide it requires.
- 1.2 The evaluation of Proposal(s) shall be comprised of the following stages:
- Stage 1 Compliance, Proposals will be reviewed to confirm compliance with all the mandatory requirements of the RFP.
 - Stage 2 Technical Evaluation, as outlined below.
 - Stage 3 Price, the Proposal with the highest Technical and Financial Score (the "Combined Score") will proceed to the award of Contract phase as further described below.

- 1.3 Subject to the provision of this RFP, the Preferred Proponent and the Authority shall enter into negotiation to finalize the terms of Contract.
- 1.4 If for any reason the Authority determines it is unlikely to reach complete agreement with the Preferred Proponent, the Authority may discontinue the discussion with the Preferred Proponent and proceed in any manner that the Authority may decide, in consideration of its own best interests including without limitation:
- 1.4.1 Terminating the RFP and proceeding with some or all the Services in some other manner including without limitation by engaging other Service Providers.
- 1.4.2 Inviting one of the other Proponents to enter into discussions to reach an agreement for the Services, commencing with the Proponent having the second-best score and so forth.
- 1.5 Where an agreement has been reached on the terms of the Contract, the Authority shall prepare a contract for execution, which, subject to any negotiated changes as permitted by this RFP, shall be in substantially the same form as the Contract and shall include all terms, conditions, requirements and obligations imposed by this RFP.

2.0 Technical Evaluation Criteria

- 2.1 Proposals meeting the requirements of Stage 1 shall advance to Stage 2 and be evaluated and scored by applying the Technical Evaluation Criteria and weightings set out below.

Technical Criteria	Points
<p>Approach and Understanding</p> <p>Proponent should demonstrate its understanding of the Services and describe its approach to providing the Services required by this RFP. Proponent should include a proposed schedule/work plan listing key activities, dedicated resources, completion dates and communication protocol.</p>	15

<p>Company Profile</p> <p>Describe the firm’s overall experience and capability as it relates to the Scope of Work attached hereto as Schedule A.</p> <p>Proponent must demonstrate their experience and why the Proponent is uniquely qualified to carry out the services. Such experience details should be relevant to the project at hand and be of similar size and scope.</p> <p>Provide a list of at least three (3) projects of similar scope and magnitude as this project, that have been completed within the last five (5) years. Include contact names, email addresses and telephone numbers. Summaries shall include at a minimum, a description/scope of the project, geographical location, project start and end dates. Specific details on how the referenced projects were managed in terms of schedule and budget should be provided. Identify how constraints and challenges were mitigated. Highlight instances where creativity and value engineering methods were implemented to generate efficiencies in the schedule and budget.</p>	<p>35</p>
<p>Key Personnel</p> <p>Proponent should identify the Key Person(s) they propose (the “Key Personnel”) as they relate to providing the Services. Proponent should include the Key Personnel CV’s and identify the estimated amount of time (level of effort) of each Key Person(s) will contribute. Key Personnel must have a minimum of five (5) years of relevant experience in engineering, waste collection, waste management, accounting, etc. Organization charts may be used for clarity.</p>	<p>20</p>
<p>Total Technical Criteria (Minimum Technical Score 70%, 49 out of 70)</p>	<p>70</p>

2.2 Scoring Methodology

Inadequate	Weak	Adequate	Fully Satisfactory	Strong
0	1	2	3	4
Lacks/fails to demonstrate an understanding of the requirements	Demonstrates some understanding of the requirements	Demonstrates a good understanding of the requirements	Demonstrates a very good understanding of the requirements	Demonstrates an excellent understanding of the services.
Does not have qualifications and experience	Lacks some qualifications experience	Acceptable level of qualifications and experience	Qualified and experienced	Highly qualified and experienced
Key Personnel/ Resources proposed are not likely able to meet the requirements	Key Personnel/ Resources proposed experience is weak	Key Personnel Meets Requirements	Key Personnel/ Resources covers all components & relevant experience	Strong Key Personnel/ Resources

2.3 Financial Evaluation

- 2.3.1 Bidders should complete the pricing table attached hereto as Appendix E-1 Key Personnel and Hourly Rates Form in accordance with the instructions provided. The Hourly Rates shall include, without limitation, all costs associated with providing the Services as outlined in the Scope of Work attached as Schedule A.
- 2.3.2 The Proponent(s) achieving 70%, 49 out of 70 (the "Minimum Technical Score") or greater shall proceed to Financial Evaluation.
- 2.3.3 The Proposal which proposes the lowest Total Cost of Contract will receive 30 points towards its Financial Score. The Total Cost of Contract of other Proponents will be prorated against the lowest Total Cost of Contract to determine their score out of 30 points using the following formula: *(Lowest Total Cost / Total Cost) x 30 (weighted value)*

- 2.3.4 The Proponent with the highest Combined Score (“Technical and Financial”) will be selected as the “Preferred Proponent” and will proceed to the award of Contract phase set forth below.

Part 3 Terms and Conditions of the RFP Process

1.0 General Information and Instructions

- 1.1 Proponents should structure their Proposal in accordance with the instructions of the RFP.
- 1.2 Website links or documents incorporated into a Proposal by reference will not be considered to form part of the Proposal and will be disregarded.
- 1.3 The Authority and its advisors make no representation or warranty as to the accuracy of the information contained in this RFP or issued by way of Addenda.
- 1.4 The Proposal must not be restricted or qualified in any manner including without limitation with a statement in a covering letter. Any Proposal containing restrictions or qualifiers may be rejected by the Authority as non-compliant.
- 1.5 By submitting a Proposal, the Proponent is representing, warranting and certifying to the Authority as follows:
 - 1.5.1 It has carefully examined, read and understood the RFP and confirms that it has received the entirety of the RFP and has all necessary information to submit its Proposal.
 - 1.5.2 It has read, understood and accepted all Addenda issued by the Authority.
 - 1.5.3 It has made or submitted all necessary questions or clarification with respect to the RFP.
 - 1.5.4 Its Proposal is based on the terms and conditions of the RFP and all Addenda.
 - 1.5.5 It acknowledges and accepts all terms and conditions and obligations set out in the RFP and all Addenda.

- 1.5.6 Its Proposal has been prepared and submitted without collusion or fraud, and in fair competition with other Proponents.
- 1.6 It has the financial and technical capability to carry out the Services in the manner set out in the RFP.
- 1.7 Any failure of a Proposal or a Proponent to meet the requirements of this RFP may result in disqualification of the Proponent or rejection of its Proposal.
- 1.8 The Authority makes no representation or warranty as to the accuracy or completeness of any information provided by it in connection with this RFP and disclaims all express and implied representations, warranties, and conditions in connection with this RFP.
- 1.9 Proponents are responsible to conduct any examinations deemed necessary by the Proponent for the proper preparation of a Proposal. Nothing in this RFP shall relieve the Proponent from undertaking all investigation and clarification on all matters related to this RFP. No allowance will be made for additional costs nor will any claim be considered in connection with conditions or circumstances that could have been reasonably ascertained by the Proponent had reasonable efforts been made prior to the Submission Deadline.
- 1.10 Proponents are responsible to ensure that they have received the complete RFP, plus any Addenda. A submitted Proposal will be deemed to have been prepared based on the entire RFP issued prior to the Submission Deadline. The Authority accepts no responsibility for any Proponent lacking any portion of the RFP.
- 1.11 Each Proponent acknowledges by its submission of a Proposal that it has investigated and satisfied itself of the requirements for the Services. Each Proponent further acknowledges and represents that its investigations have been based on its own examination, knowledge, information, and judgment, and not upon any statement, representation, or information made or given by the Authority or any other Representative of the foregoing, other than the information contained in this RFP and/or Addenda.

2.0 Formatting Requirements

The following formatting requirements should be implemented when preparing a Proposal:

- 2.1 Page size 8.5" x 11"
- 2.2 Minimum Font Size – 11 pt Arial or Verdana
- 2.3 Pages formatted to 11" x 17" for the purpose of spreadsheets, organization charts or any other purpose will be counted as two pages.
- 2.4 The maximum number of pages (including text and graphics) to be submitted for the Proposal is 40 pages. Information provided on pages beyond the 40-page limit will be ignored. The following are not part of the 40-page limitation.
- 2.5 Covering letter, not to exceed two (2) pages.
- 2.6 Table of contents/index.
- 2.7 Page dividers provided they are free from substantive text and or graphics.
- 2.8 Front page of Proposal.
- 2.9 Curriculum vitae, not to exceed three (3) pages.
- 2.10 Certificate of insurance

3.0 Reservation of Rights

- 3.1 Notwithstanding, and without limiting, any other provisions of the RFP, the Authority reserves the right, in its unfettered discretion, to:
 - 3.1.1 Seek clarification of a Proposal from a Proponent and consider such clarifying explanations in the evaluation of its Proposal.
 - 3.1.2 Amend the scope, schedule, or details of the Services, or modify, cancel, amend. Supplement, clarify or suspend the whole or any part of this RFP at any time for any reason.
 - 3.1.3 Accept or reject any Proposal or disqualify a Proponent based on a failure to comply with the requirements or provisions of this RFP.
 - 3.1.4 Waive any material or non-material deficiency, irregularity or non-compliance with the requirements of this RFP.

- 3.1.5 Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information relating to matters which the Authority, in its sole discretion, considers material.
- 3.1.6 Cancel this RFP at any time up until execution of the Contract/Services Agreement by the Authority and the Preferred Proponent(s).
- 3.1.7 Re-advertise for new Proposals, call for Proposals, or enter into negotiations for the Services or for services of a similar nature following termination of this RFP.
- 3.1.8 Verify with any Proponent or with a third party any information contained in or submitted as part of the Proposal.
- 3.1.9 Amend any terms and conditions of this RFP and of the business opportunity described in this RFP including severing any portion of this RFP.
 - 3.1.9.1 Change the dates, schedule, deadlines, process and requirements described in this RFP.
 - 3.1.9.2 Request additional information, or seek clarification or confirmation, from any or all Proponents in connection with any or all Proposals.
- 3.2 Without limitation to any other rights of the Authority hereunder, in order to ensure the integrity, openness and transparency of the procurement process, the Authority may, in its sole discretion:
 - 3.2.1 Impose at any time on all Proponents additional conditions, requirements or measures with respect to bidding or procurement practices or ethical behavior of the Proponent.
 - 3.2.2 Notwithstanding anything to the contrary in this RFP, this RFP does not commit the Authority in any way to proceed to select a Preferred Proponent or enter into a Contract/Services Agreement and, the Authority may at any time (whether before or after the Submission Deadline) terminate the RFP and elect to proceed with the Services in some other manner without any liability whatsoever to any Proponent.

4.0 Limitation of Liability

- 4.1 Each Proponent agrees that in no event will the Authority, nor any of its Representatives, be liable, under any circumstances, to reimburse or compensate the Proponent in any manner whatsoever for losses of any nature whatsoever, including costs of preparation of a Proposal, cost of participation in the processes described in the RFP, loss of anticipated profits, loss of opportunity or for any other matter. Without limitation, each Proponent specifically agrees that it will have absolutely no claim against the Authority nor any of its Representatives of the Authority for any reason whatsoever and the Authority shall have no liability to the Proponent whether in contract, tort, equity or other principle of law, including without limitation if the Authority:
- 4.1.1 Does not select a Preferred Proponent;
 - 4.1.2 Suspends, cancels or in any way modifies the Services, the RFP; or
 - 4.1.3 Accepts any compliant or non-compliant Proposal.
- 4.2 Each Proponent waives any and all claims for compensation whatsoever for all losses of any nature, whether direct or indirect and whether foreseeable or not, including for loss of profits or loss of opportunity.
- 4.3 If, notwithstanding the above, a Proponent is determined by a court of competent jurisdiction to be entitled to compensation arising from this RFP or for the actions of the Authority or any Representative, including without limitation any exercise the Authority's sole and absolute discretion, Proponents expressly acknowledge and agree by submitting a Proposal that the total maximum compensation for, without limitation, any and all direct and indirect damages, economic losses, profits, opportunities, expenses, costs or other losses, whether or not foreseeable, either individually or cumulatively, is limited to one thousand dollars (\$1,000.00).

5.0 Proponent's Cost

- 5.1 Each Proponent is solely responsible for all costs it incurs in the preparation of its Proposal, including, without limitation, all costs of providing information requested by the Authority, attending and participating in any interviews or meetings and conducting due

diligence, or responding to any questions or clarifications or request for additional information made by the Authority.

6.0 Confidentiality

- 6.1 All specifications, drawings, patterns, samples and other information furnished to the Service Provider by the Authority in connection with the Service Provider will be used solely for the purpose of carrying out the work and for no other purpose; will remain the property of the Authority; and be returned or destroyed at the Authority's request at the expense of the Service Provider. The Service Provider may retain irretrievable electronic copies of information contained in routine back-ups created as part of its information technology system back-up and disaster recovery protocols. Such retained confidential information shall remain subject to the provisions of this s. 6.0 until destruction of such confidential information.
- 6.2 The Service Provider and information issued, used or disclosed in connection with the work are confidential and may be classified as to the degree of precaution necessary for their safeguarding. The Service Provider shall at all times take all measures reasonably necessary, including those set out in any instructions issued by the Authority, for the protection of same.
- 6.3 The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Service Provider before receipt of same from the Authority; or (b) becomes publicly known other than through breach of any confidentiality obligations; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.

7.0 Conflict of Interest

- 7.1 Proponents must submit an executed Conflict of Interest Declaration Form attached hereto as Schedule F.

8.0 Interpretation

- 8.1 In this RFP, except to the extent the context or the express provisions of this RFP otherwise require:

- 8.1.1 The words “include”, “includes” or “including” are to be construed as meaning, “include without limitation”, “includes without limitation” or “including without limitation”, respectively.
 - 8.1.2 The words “must”, “shall”, and “required” mean a mandatory condition that must be met in a substantially unaltered form in order for the Proposal to receive consideration.
 - 8.1.3 The words “should” and “desirable” mean a recommended condition having a significant degree of importance to the objectives of the RFP, for which preference may be given and which, if not met, may, alone or in combination with other conditions not met, be considered by the Authority in its discretion to result in disqualification or otherwise impact on the RFP Process in a manner permitted under Section 3.0 Reservation of Rights.
- 8.2 If there is any inconsistency between this RFP and any of its appendices or the other RFP documents, the terms of this RFP shall prevail to the extent of the inconsistency.

9.0 Accessibility for Ontarians with Disabilities Act (AODA)

- 9.1 The AODA standards apply to Ontario businesses and non-profits. The Authority is actively participating in meeting the accessibility standards in Ontario.
- 9.2 Proponents shall ensure that any information, goods or service provided to or on behalf of the Authority conforms with:
 - 9.2.1 Ontario Regulation 429/07 Accessibility Standards for Customer Service;
 - 9.2.2 Ontario Regulation 191/11 Integrated Accessibility Standard; and
 - 9.2.3 World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 Level AA.

10.0 Applicable Law

10.1 This RFP shall be interpreted and construed in accordance with the Laws of Canada and the applicable Laws of the Province of Ontario.

11.0 Severability

11.1 If any provision of this RFP is in conflict with any statute or rule of law or is determined by a court of competent jurisdiction to be illegal or unenforceable, then such provision will be automatically amended only as needed to remove the conflict, illegality or unenforceability. All of the other provisions of the RFP will remain as they are and in full force and effect.

12.0 Definitions

“**Addenda**” or “**Addendum**” means a written amendment to this RFP issued by the Authority Contact Person.

“**Affiliate**” means in respect of a Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first person.

“**Appendices**” is the additional documents at the end of the document.

“**Authority**” means the Essex-Windsor Solid Waste Authority.

“**Authority Staff**” means all persons who are employed or engaged by the Authority in connection with the Work, and may be employed or engaged directly by the Authority, and/or may be employed or engaged directly by the City of Windsor and/or the County of Essex.

“**Contract**” a formal and legally binding agreement.

“**Contract A**” the contract of irrevocability between bidders.

“**Person**” or “**Persons**” if the context allows, includes any individual, firm, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, and any Governmental Authority;

“**Preferred Proponent**” means the Proponent selected by the Authority to perform the Services pursuant to the terms of this RFP.

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

“Representative” or “Representatives” means the directors, officers, employees, agents, solicitors, accountants, consultants, financial or legal advisers and all other representatives of the party being referred to.

“Services” means the services and deliverables set out in Appendix “A” (Scope of Work).

“Service Provider” has the meaning set out in the Draft Contract.

“Subcontractor” means any person who will enter into a subcontract with the Proponent (if selected as the Preferred Proponent) for any portion of the Services.

“Submission Deadline” the date and time submissions must be received by.

“Proposal” means a submission submitted by a Proponent in response to this RFP.

“Work” means the total service and related services required by the Contract documents.

Schedule A **Scope of Work**

1.0 Purpose

To select a qualified Engineering Consultant specializing in waste management to perform a review of existing municipal waste collection logistics and transfer sites and development of a strategic plan as it relates to the commencement of an organic waste collection program and regional solid waste collection program.

2.0 Background

- 2.1 The Authority is a municipal agency that was created by the City of Windsor ("City") and the County of Essex ("County") to manage solid waste on behalf of the City and the seven County municipalities which includes Amherstburg, Essex, Kingsville, Lakeshore, LaSalle, Leamington, and Tecumseh. For additional information about the Authority please visit www.ewswa.org.
- 2.2 The Authority owns and operates the Essex-Windsor Regional Landfill ("Landfill") located at 7700 County Road 18 in Essex and two transfer stations ("TS"):
1. Transfer Station#1 ("TS1") located at 3560 North Service Road in Windsor
 2. Transfer Station#2 ("TS2") located at 2021 CR31, RR#2 Albuna Townline in Kingsville
- 2.3 The Authority currently receives residentially collected curbside waste from contractors who are hired by each of the 8 municipalities (i.e., City and seven County municipalities) independently, at its existing TS and/or Landfill. Solid waste that is delivered to the TS is consolidated and hauled to the Landfill for disposal by a private contractor under contract with the Authority. Current solid waste tonnages generated from each municipality and delivery locations are provided in Schedule B. The Authority will provide detailed waste transaction information for each municipality to the Proponent. A sample of the information to be provided is included in Schedule C.
- 2.4 The Ontario's Food and Organic Waste Policy Statement, pursuant to Section 11 of the 2016 Resource Recovery and Circular Economy Act (collectively "The Organics Provincial Policy Statement" or "OPPS"),

will require some municipalities in Essex-Windsor to achieve specific reduction and recovery target rates by 2025 as follows:

- 2.4.1 City of Windsor – Provide curbside collection of food and organic waste to single family dwellings in an urban settlement area and to achieve a target rate of reduction of 70%
 - 2.4.2 Amherstburg, LaSalle, Leamington and Tecumseh – Provide collection (through a public drop-off depot or community composting area or through curbside collection) of food and organic waste to single family dwellings in an urban settlement area and to achieve a target rate of reduction of 50%
 - 2.4.3 Essex, Kingsville and Lakeshore – Not required to achieve specific rates of reduction for food and organic waste based on their population and population densities
- 2.5 On March 16, 2022, Essex County Council resolved that all Essex County municipalities will participate in a regional solution for the collection and processing of organic waste material from urban settlement areas, at a minimum, as part of the short-term processing contract commencing January 1, 2025 or immediately upon the expiration of a municipality’s existing waste collection contract, whichever is later. Estimated quantities and start date of organic waste generated from each municipality is provided in Schedule D.
- 2.6 On June 15, 2022, Essex County Council directed their Administration to work with the Authority to prepare a report on potential cost savings that might be realized by transferring the management of residential solid waste collection from its seven local municipalities to the County; where, ultimately the Authority would manage garbage collection services for the County’s municipalities either through a combined regional program with the City or for the County alone.
- 2.7 On August 10, 2022, the Authority Board authorized the Chair and General Manager to execute the Contract to engage Seacliff Energy Corp. located at 1200 Mersea Road 1, Leamington, ON for a five (5) year term commencing in Spring 2025 with the option to renew the contract for three (3) additional, one-year extensions or portions of a year thereof to process organic waste for the Essex-Windsor region.

- 2.8 The next phase of this project, and the goal of this RFP, is to develop a strategic plan as it relates to the collection and transfer of solid waste and organic waste throughout the region.

3.0 Collection and Transfer Evaluation

The Collection and Transfer Evaluation shall include an Environmental and Logistical Review, as well as a Financial Analysis.

3.1 Environmental and Logistical Review

- 3.1.1 Review of existing municipal solid waste collection logistics and transfer sites. The Proponent shall identify potential changes to solid waste collection logistics resulting from the commencement of an organic waste collection program and regional solid waste management program as noted in the background section.
- 3.1.2 Identification of multiple collection and transfer scenarios including an in-depth evaluation and analysis of each scenario with the objective of maximizing collection efficiency and minimizing costs. Scenarios should include, but not be limited to, the following:
 - 3.1.2.1 Co-collection vs. single-stream collection of solid and organic waste from each municipality or a combination thereof,
 - 3.1.2.2 Weekly vs. bi-weekly collection of solid waste from each municipality or a combination thereof,
 - 3.1.2.3 Haul direct vs. transfer of solid and organic waste from each municipality to their proper processing or disposal locations or a combination thereof,
 - 3.1.2.4 Modification of the existing transfer stations vs. modification of the existing Material Recycling Facility ("MRF") structure/site located at TS1 for the transfer of organic waste,
 - 3.1.2.5 An alternative recommendation or new construction if deemed necessary, or
 - 3.1.2.6 Combination of the above.

- 3.1.3 On-site physical assessment of each of the Authority's existing sites, including the Landfill in Essex, TS1 and MRFs in Windsor, and TS2 in Kingsville. Authority representatives will be present during the site visits.
- 3.1.4 Complete a functional analysis of each of the following:
 - 3.1.4.1 Organic Waste: Conduct a functional analysis of each potential transfer site to determine what is needed to upgrade/modify the structure/site to transfer organic waste, and/or recommendations for new construction if that is deemed necessary.
 - 3.1.4.2 Solid Waste: Conduct a functional analysis of each potential transfer or disposal site to determine what is needed to upgrade/modify the structure/site to transfer solid waste, and/or recommendations for new construction if that is deemed necessary. It is important to consider that the tonnage of solid waste will naturally decrease with the start of an organic program thereby decreasing the demands to transfer and dispose of this solid waste.
 - 3.1.4.3 Collection/Transfer Scenarios: Conduct a functional analysis for each scenario as per Section 3.1.2, including, by not limited to, the co-collection of solid waste and organic waste, and a combination of collection strategies for each municipality, to determine what is needed to upgrade/modify the structure and/or recommendations for new construction if that is deemed necessary.
- 3.1.5 For each scenario, the Proponent must include a review of the following, but not limited to, to ensure all risks and aspects of that scenario are identified and evaluated:
 - 3.1.5.1 Identification of leachate management requirements.
 - 3.1.5.2 Review of existing Environmental Compliance Approvals for each site and/or identification of amendment applications, including estimated cost and timing required for each scenario for these said changes.

- 3.1.5.3 Identification of any additional environmental testing required for each scenario (e.g., noise).
- 3.1.5.4 Direct consultation with Ministry of the Environment, Conservation and Parks if required.
- 3.1.5.5 Identification of any other requirements, including by not limited to traffic impact studies, public consultations, rezoning, etc.

3.2 Financial Analysis

- 3.2.1 The financial scope of the project must include the evaluation of the current and each proposed scenario relating to waste collection programs and transfer and disposal locations including, but not limited to, facility capital and operating costs.
- 3.2.2 A review of the potential capital and operating expenditures for each scenario including, but not limited to, the cost to modify existing facilities and construct new facilities.
- 3.2.3 A cost-benefit analysis of the on-boarding timeline for each municipality for both solid and organic waste to determine if early termination of existing collection contracts results in greater economies of scale and cost savings

4.0 Deliverables

The deliverables will be in three phases:

Phase I – Review and Analyze

Project Kick-Off Meeting:

The Proponent will participate in a project kick-off meeting and will complete an on-site physical assessment of the potential transfer locations. Information to be provided at the kick-off meeting includes solid waste collection and estimated tonnage data, estimated organic waste tonnage data, site plans of potential transfer locations (pdf and CAD), building details, etc.

Data Collection and Analysis:

The Proponent will collect all information and data that is necessary to complete an in-depth analysis of the existing solid waste

collection programs, future solid waste and organic collection programs, potential transfer sites, etc. The Proponent must also complete the collection and transfer, and financial evaluations as needed to support the requirements of this RFP.

The Proponent must also conduct bi-weekly (or as required) virtual working team meetings to ensure the evaluation summary is in-line with the Authority's expectations.

Phase II – Report

The Proponent will prepare a written report with findings of the information collected and the evaluation completed as detailed in Section 3.0. The report shall be in the form of a signed and sealed engineer's report summarizing the existing solid waste management program (including both solid and organic waste) for each municipality, each evaluation scenario, physical assessment of each potential transfer site, functional analysis of each scenario, and the financial analysis of each scenario.

The Authority and its evaluation committee shall review and provide comments at 50% and 90% completion. The Proponent must allow a minimum of 10 business days for review at each submission.

Phase III - Presentation

A presentation of the report will be made to Authority Staff and its evaluation committee. Depending on COVID-19 restrictions that may be in effect at the time of the presentation, virtual presentations may be considered but are at the Authority's discretion. If in-person presentation is required, it shall occur at 360 Fairview Avenue West, Suite 211, in Essex, ON.

Schedule of Events

Event	Dates
RFP Award Date	Week of October 31, 2022
Kick-Off Meeting	Week of November 14, 2022
Collection and Transfer Evaluation Period	November 2022 – January 2023

Event	Dates
Draft report (50% completion) due to Authority	January 6, 2023
Authority Review Period	January 9 – 20, 2023
Draft report (90% completion) due to Authority	February 3, 2023
Authority Review Period	February 6 – 17, 2023
Final Report	February 24, 2023
Presentation to Authority Administration	Week of Feb. 27, 2023

Schedule B 2021 Solid Waste Tonnages

Municipality	Delivered to Transfer Station 1	Delivered to Transfer Station 2	Delivered to Regional Landfill	Total Residentially Collected Tonnes 2021
Windsor	57,887			57,887
Tecumseh	5,559		537	6,096
Lakeshore	11,961		77	12,038
Kingsville		3,456	2,750	6,206
Leamington		6,928		6,928
Amherstburg			7,418	7,418
LaSalle			9,210	9,210
Essex			6,270	6,270

Schedule C
Example of Waste Transaction Information
Available for Each Municipality

Date	Transaction No.	Site	Site Desc.	Business Type	Vehicle ID	Vehicle Licence	Time In	Time Out	Loads	Gross WT	Tare WT	Weight	Fees
2022-09-22	RL0123456	RL	REGIONAL LANDFILL	MUNICIPAL	ABC123	AA12345	13:40	13:57	1	26530	16530	10000	400
2022-09-22	RL0123457	RL	REGIONAL LANDFILL	MUNICIPAL	ABC123	AA12345	10:24	10:24	1	25520	16390	9130	365.2
2022-09-22	T1012345	T1	TRANSFER STATION 1	MUNICIPAL	ABC123	AA12345	12:48	12:48	1	28180	16320	11860	474.4
2022-09-22	T1012346	T1	TRANSFER STATION 1	MUNICIPAL	ABC123	AA12345	11:28	11:28	1	26970	16460	10510	420.4
2022-09-22	T2012345	T2	TRANSFER STATION 2	MUNICIPAL	ABC123	AA12345	12:26	12:26	1	28730	16570	12160	486.4
2022-09-22	T2012346	T2	TRANSFER STATION 2	MUNICIPAL	ABC123	AA12345	11:31	11:31	1	26830	16390	10440	417.6

Schedule D Estimated Organic Waste Tonnages by Municipality

Municipality	Estimated Quantity of Organic Waste (Tonnes)							
	2025	2026	2027	2028	2029	2030	2031	2032
Windsor	5000	7250	9000	9000	9000	9000	9000	9000
Essex	500	500	600	600	650	650	650	650
Lakeshore	1000	1300	1600	1600	1650	1650	1700	1700
Amherstburg	0	0	500	800	1000	1000	1000	1000
Leamington	0	0	550	700	850	850	850	850
Tecumseh	0	0	600	800	1000	1000	1000	1000
LaSalle	0	0	0	1000	1200	1500	1500	1600
Kingsville	0	0	0	0	0	400	500	600

Schedule E Key Personnel Form and Hourly Rates

1.0 Instructions to Proponents

- 1.1 Proponents are required to complete Table A, of Appendix E-1 pursuant to the instructions provided.
- 1.2 Proponents are required to identify the Key Person(s) they propose to perform the positions listed (the "Key Personnel"), their role in providing the Services, hourly rate(s) and overall level of effort as it relates to providing the Services as outlined in Schedule A Scope of Work.

Proponent may add additional rows where required.

Example Appendix E-1:

Table A: Total Engagement Cost of RFP

Key Person	Name	Role	Total Hours	Hourly Rate	Level of Effort %	Total
				\$		\$
				\$		\$
				\$		\$
				\$		\$
Total Engagement Cost of RFP						\$

Schedule F
Conflict of Interest

(see attached document)

Schedule G
Draft Contract

(see attached document)