



Essex-Windsor Solid Waste Authority

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REQUEST FOR TENDER

RFT No. 2024-05-15

Demolition and Removal of Material Recycling Facility Processing Equipment

Issued: Thursday, May 15, 2024

Closing Date & Time: Thursday, June 13, 2024
12:00PM, Eastern Standard Time

*****E-MAIL SUBMISSIONS ONLY*****

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

Contents

RFT No. 2024-xx-xx	1
1.0 Document Takers Responsibility	4
2.0 Introduction	4
3.0 Background	4
4.0 TERM.....	5
5.0 RFT Overview	5
6.0 RFT Not Binding	5
7.0 Accessibility for Ontarians with Disabilities Act	5
8.0 Draft Contract	6
9.0 RFT Timetable	7
10.0 Mandatory Site Visit	7
11.0 Accommodations for Bidders with Disabilities.....	9
12.0 Questions, Clarifications and Addenda	9
13.0 Acknowledgement of Addenda	10
14.0 Submissions	10
15.0 Proposal Irrevocable after Proposal Submission Deadline	11
16.0 Submission FORMS and Mandatory Requirements	12
17.0 Bonding Requirements.....	12
18.0 Evaluation, Negotiation and Award	13
19.0 Insurance.....	15
20.0 Terms and Conditions of the RFT Process	17
21.0 Reservation of Rights.....	19
22.0 Limitation of Liability	21
23.0 Bidder’s Cost	22
24.0 Confidentiality	22
25.0 Interpretation	23
26.0 Applicable Law.....	23
27.0 Force Majeure.....	23
28.0 Severability	24
29.0 Definitions.....	24
Schedule A Scope of Work	27
1.0 Scope of work overview	27
2.0 Authority’s responsibilities.....	27
3.0 contractor’s responsibilities	28
4.0 preparation and mobilization	28
5.0 Demolition phase	30
6.0 MRF Restoration.....	33
7.0 General obligations	35
8.0 Specific requirements	36
Schedule B Bid Form	43
Schedule C Bidder Information	44
Schedule D Bidder’s References and Experience	45

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

Schedule E Subcontractors	48
Schedule F Draft Contract	49
Schedule G Conflict of Interest Declaration and Acknowledgment of Addendum Form	50
Schedule H Site Map	51
Schedule I Equipment List	52
Schedule J Worksite and Equipment Storage Area	53

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

1.0 DOCUMENT TAKERS RESPONSIBILITY

- 1.1 It is the responsibility and obligation of any and all document takers to advise the Essex-Windsor Solid Waste Authority (the "Authority") by email 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 Assistant
Phone: 519-776-6441 x 1229
Email: tpolicella@ewswa.org

2.0 INTRODUCTION

- 2.1 This Request for Tender ("RFT") is an invitation from the Essex-Windsor Solid Waste Authority (the "Authority") to Bidders to prepare and submit competitive offers for the demolition of the processing lines in one or both of the Authority's Material Recycling Facilities (MRFs), removal and/or disposal/recycle of the associated Processing Equipment and resultant demolition waste and repair of the building interior(s) (the "Services") as further described in the Scope of Work attached hereto as Schedule A.

3.0 BACKGROUND

- 3.1 The Authority is a municipal agency that was created jointly by the City and the County to manage solid waste on behalf of the City and the seven local communities of the County, namely Amherstburg, Essex, Kingsville, Lakeshore, LaSalle, Leamington, and Tecumseh (the "County Municipalities"). For additional information about the Authority please visit www.ewswa.org.
- 3.2 In June of 2021, the Province passed legislation that transferred legislative responsibility for the operation of Ontario's Blue Box Program to the "producers" of residential printed paper and packaging. As of August 28, 2024, the Authority and its members will no longer be obligated to provide Blue Box recycling services to

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

residents. The Authority is currently considering options to repurpose its MRFs and those options will, by necessity, require removal of the processing lines from one or both of its MRFs.

4.0 TERM

4.1 The Contract resulting from this RFT is expected to commence no later than September 16, 2024 and must end December 15, 2024, unless otherwise authorized by the Authority.

5.0 RFT OVERVIEW

5.1 Bidders should read this RFT carefully and thoroughly to understand all terms and conditions. Submissions may be deemed non-compliant or be rejected for failure to fulfil procedural or content requirements stipulated in this RFT.

5.2 The RFT is comprised of instruction to Bidders, Schedules and Appendices. Bidders are to review the RFT table of contents to ensure they are aware of all the RFT documents. Each Schedule and Appendix is an integral part of this RFT as of set at length in the body of this RFT.

6.0 RFT NOT BINDING

6.1 This RFT is not intended to create and does not create a formal legally binding bidding process. This RFT does not commit the Authority in any way to select a Preferred Bidder, 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 will not give rise to any Contract A based tendering law duties or any other legal obligations arising out of any process contract or collateral contract. Each Proponent specifically acknowledges and agrees that it will not, and does not, have the right to make any claims (in contract, tort, or otherwise) against the Authority with respect to the award of a Contract, failure to award a Contract or any other matter related to this RFP.

7.0 ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

- 7.1 The Accessibility for Ontarians With Disabilities Act (“AODA”) standards apply to Ontario businesses and non-profits. The Authority is actively participating in meeting the accessibility standards in Ontario.
- 7.2 Any third-party Contractor who contracts with the Authority, must comply with the requirements of the AODA.
- 7.3 Bidders shall ensure that any information, goods or service provided to or on behalf of the Authority conforms with:
- 7.3.1 Ontario Regulation 429/07 Accessibility Standards for Customer Service;
 - 7.3.2 Ontario Regulation 191/11 Integrated Accessibility Standard; and
 - 7.3.3 World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 Level AA.
- 7.4 The successful Bidder may contact the Authority to have the Authority’s third party AODA compliance provider procure the necessary services to ensure that any and all deliverables are AODA compliant or for document remediation at its own expense.
- 7.5 Should the Preferred Bidder fail to comply with providing deliverables that comply with the requirements of the AODA, and the regulations thereto, the Authority shall contract with a qualified Contractor to remediate the deliverables and the Preferred Bidder shall immediately reimburse the Authority for the costs of same.

8.0 DRAFT CONTRACT

- 8.1 The Preferred Bidder will be expected to enter into a Contract with the Authority for the Services, as it may be amended by Addendum, on substantially the same terms and conditions as the Draft Contract attached hereto as Schedule F. The Bid Price (Service Fees) under the Contract will be based on the information provided by the Bidder in response to this RFT. The Authority reserves the right to negotiate any and all terms and conditions (including price) of the Contract with any Bidder in its sole discretion.
- 8.2 While it is the Authority’s intention to enter into an agreement with only one (1) legal entity, it reserves the right to award separate

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

contracts for the removal of equipment from each of the MRFs to different Bidders.

9.0 RFT TIMETABLE

RFT Process	Date
Issue Date of RFT	Wednesday, May 15, 2024
Mandatory Site Visit	TBD by the Authority
Deadline for Questions	Wednesday, June 05, 2024
Submission Deadline	Thursday, June 13, 2024
Contract Negotiation Period	30 calendar days
Anticipated Selection for Award	Wednesday, July 31, 2024
Anticipated Mobilization Date	Monday, September 16, 2024
Anticipated Fibre MRF Completion Date	Friday, November 01, 2024
Anticipated Container MRF Completion Date	Friday, December 15, 2024

The RFT timetable shares key milestones along with dates set for this RFT process. It is tentative only and may be changed by the Authority at any time.

10.0 MANDATORY SITE VISIT

Each Bidder is required to contact the Authority to schedule a visit to the Site ("Site Visit") for the purpose of inspecting the MRFs, related Processing Equipment, and any other aspects of the MRFs/Site or Site operation to allow the Bidder to develop their Bid. Each Bidder shall contact the Authority to schedule their Site Visit by no later than 4:00pm EST Thursday May 23rd, 2024 with information on how many visitors from their company will be in attendance. After this date, the Authority will confirm the scheduled Site Visit appointment with each Bidder.

This is a mandatory component of the RFT process and failure of a Bidder to undertake a Site Visit will result in their Bid being deemed non-compliant and ineligible for submission. Bidders may schedule their mandatory Site Visit by contacting the Manager of Waste Diversion, Catharine Copot-Nepszy at (T) 226-345-0230 or (E) ccnepszy@ewswa.org.

The Authority does not guarantee it can accommodate rescheduling of any missed Site Visit appointment. Therefore, Bidders do so at their own risk.

Unless otherwise instructed by the Authority the following shall apply to all onsite visit:

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

- (a) Bidders and their Representatives shall strictly obey all instructions provided by the Authority's Representative(s) during the Site Visit and shall comply with all Site-specific security, safety or other types of requirements;
- (b) Bidders and their Representatives shall be accompanied by the Authority's Representative at all times and shall only access those areas of the Site to which the Authority's Representative(s) provide access; and
- (c) Bidders and their Representatives shall not take photographs or make any other electronic recordings without the prior written consent of the RFT Contact person.

Each Bidder acknowledges that because the Site and MRFs are operating facilities and are currently in use unforeseen circumstances can arise and the Authority may, in its sole discretion, cancel or reschedule any Site Visit, change the areas of access or otherwise change any Site Visit with little, or no notice to the Bidder. The Authority may, at its sole discretion, make arrangements for an additional Site Visit for a Bidder under such circumstances or at the request of a Bidder.

Bidders shall bring and wear their own Personal Protective Equipment (PPE) for the mandatory onsite visit.

Required PPE includes at a minimum:

- Hard Hat
- Eye Protection
- High Visibility Vest
- CSA Approved Green Patch Work Boots

The maximum number of attendees per Bidder shall be three (3) Persons.

No statement, consent, waiver, acceptance, approval or anything else said or done by the Authority or any of its employees or Representatives at an onsite meeting shall amend or waive any provision of the RFT or be binding on the Authority or be relied upon in any way by Bidders, except when and only to the extent expressly confirmed in an Addendum to the RFT issued in accordance with Section 12 Questions, Clarifications & Addenda.

Bidders shall note that except for the mandatory Site Visit provided for in this Section 12.0, Bidders are not permitted to access those portions of the Site, during the procurement process, which are not accessible to the general public except by prior written approval of the RFT Contact.

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

11.0 ACCOMMODATIONS FOR BIDDERS WITH DISABILITIES

- 11.1 In accordance with the Ontario Human Rights Code, Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA), the Authority will accommodate for a disability, ensuring full and equitable participation throughout the RFT process.
- 11.2 If a Bidder requires this RFT in a different format to accommodate a disability, the Bidder must contact the RFT Contact as soon as possible and in any event prior to the Submission Deadline. The RFT in the different format will be issued only to the requesting Bidder and all Addenda will be issued in such different format only to the requesting Bidder.

12.0 QUESTIONS, CLARIFICATIONS AND ADDENDA

- 12.1 It is the Bidder's responsibility to seek clarification or ask questions concerning any part of this RFT that it determines is unclear or that is, or appears to be, erroneous before submitting its Bid.
- 12.2 Bidders shall submit all questions and inquiries regarding the RFT documents and/or the RFT process by email to RFT Contact. The Authority will not accept any Bidder's questions or requests for information by any other means, except as specifically stated in this RFT.
- 12.3 Questions will be accepted until 3:00 pm, Wednesday, June 05, 2024. After this date, no further questions will be allowed in an effort to provide responses to all Bidders.
- 12.4 The Authority will make reasonable efforts to provide the Bidders with written responses to questions that are submitted, subject to the provision of this section. Questions and answers will be distributed in numbered Addenda to Bidders via email.
- 12.5 The Authority may in its sole discretion:
- 12.5.1 Edit questions(s) for clarity;
 - 12.5.2 Answer similar questions from various Bidders only once.

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

- 12.6 At any time prior to the Submission Deadline, the Authority may issue an Addendum to this RFT. Addenda, if any, will be emailed to all Bidders and uploaded to the EWSWA website at <https://www.ewswa.org/about-us/business-opportunities/>. The Authority reserves the right, but does not intend, to issue Addenda five (5) days prior to the closing date of this RFT. Each Addendum forms an integral part of this RFT and may contain important information, including significant changes to this RFT.
- 12.7 For the purposes of this procurement process, the “RFT Contact” will be: Cathy Copot-Nepszy, Manager of Waste Diversion, ccnepszy@ewswa.org. Bidders should only contact the RFT Contact where specifically instructed to do so in this RFT.
- 12.8 Bidder’s and their representatives are not permitted to contact any staff, officers, agents, elected or appointed officials, or other representatives of the Authority, other than the RFT Contact, concerning matters regarding this RFT. Failure to adhere to this rule may result in the disqualification of the Bidder’s and the rejection of the Bidder’s Bid.
- 12.9 Notwithstanding the foregoing, if questions are raised at the Site Visit, any questions asked will be recorded by Authority Staff and answered and provided to all Bidder’s by way of an Addendum if so warranted.
- 12.10 The Authority will review all questions and, if a response is warranted, the question and the response will be issued by way of an addendum to all Bidder’s. The Authority may edit or rephrase the question or may advise that a response to the questions, in the Authority’s opinion, is not required.

13.0 ACKNOWLEDGEMENT OF ADDENDA

- 13.1 Bidder’s shall acknowledge receipt of any Addenda by checking a box in Schedule F and signing the form.

14.0 SUBMISSIONS

- 14.1 All submissions received by the Authority will be reviewed for compliance with the requirements set out herein.

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

14.2 Tenders must be e-mailed per the information below by (the "Submission Deadline"):

12:00PM (Noon) Local time on Thursday, June 13, 2024.

Teresa Policella – Executive Assistant

E-mail: tpolicella@ewswa.org

14.3 Bidders are required to submit its Bid for the RFT prior to the Submission Deadline. It is the Bidder's sole responsibility to ensure that it is able to respond to the RFT via e-mail. 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 the e-mailed Bid was received by the Authority.

14.4 A Bidder may amend any aspect of its submission at any time on or before the Submission Deadline by submitting a complete replacement submission. Where a Bidder submits more than one Bid before the Submission Deadline, the last Bid submitted will supersede and invalidate all earlier Bids submitted by that Bidder. Bidders may withdraw submissions prior to the Submission Deadline.

14.5 Bids received after the Submission Deadline and date specified above will not be considered.

14.6 The Bidder must be a single legal entity that, if selected, intends to negotiate and execute the Contract (Section 8.0 Draft Contract) with the Authority. If the Bid is being submitted jointly by two (2) or more separate entities, the Bid must identify only one of those entities as the Bidder who will be responsible for the submission of the Bid, communications with the Authority during the procurement process and the fulfillment of the requirements of any agreements executed between itself and the Authority.

15.0 PROPOSAL IRREVOCABLE AFTER PROPOSAL SUBMISSION DEADLINE

15.1 Bids shall remain irrevocable in the form submitted by the Bidder for a period of ninety (90) days starting from the moment that the Submission Deadline has passed, unless otherwise agreed to by the Parties.

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

16.0 SUBMISSION FORMS AND MANDATORY REQUIREMENTS

Bidder's submission shall include the following:

- 16.1 Bids must be sent via e-mail by the Submission Deadline and per the direction of Section 14 of this RFT.
- 16.2 Submissions by any other means other than via e-mail will not be accepted. Please note that .zip files and attachments over 20MB are not accepted, please contact Teresa Policella at tpolicella@ewswa.org to provide an alternative method of file transfer if required. Bidders are encouraged to confirm receipt of submission.
- 16.3 The Schedules and Appendices should be completed fully and emailed per direction of Section 14 per the Tender.
- 16.4 Bidders must submit an executed Conflict of Interest Declaration and Addenda Acknowledgment Form attached hereto as Schedule G.
- 16.5 Bidders must submit a Certificate of Insurance that meet the requirements of Section 19.0 Insurance and supply a copy of the Bidders WSIB Certificate.
- 16.6 Bidders must submit a Bid deposit with their Bid. Bonding requirement are discussed in Section 17.0.

17.0 BONDING REQUIREMENTS

17.1 Bid Deposit

- 17.1.1 Bids must be accompanied by a deposit in the form of a copy of a certified cheque, letter of credit, Electronic Funds Transfer (EFT) or bid bond in the amount of 10% of the Bid Price (Service Fees), made payable to the "Essex-Windsor Solid Waste Authority".
- 17.1.2 Bidders acknowledge that no interest will be paid on Bid deposits. The Bidders are deemed to have made due allowance for this in their Contract Bid price.
- 17.1.3 Bidders must hold their Bid open for a period of not less than ninety (90) days and the Authority must have the

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

option of accepting or rejecting any or all Bids within the ninety (90) day period from the Bid closing date. After the ninety (90) day period, the Bidder may, without penalty, withdraw their Bid and their Bid deposit will be returned to the Bidder. The Bidder 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.

18.0 EVALUATION, NEGOTIATION AND AWARD

- 18.1 The evaluation of submissions will be carried out by a committee (the "Evaluation Committee") appointed by the Authority. The Evaluation Committee may include, or be assisted by, such Persons as the Authority may decide it requires.
- 18.2 The Authority may seek a written clarification from a Bidder 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.
- 18.3 The evaluation of submissions shall be comprised of the following stages:
- 18.3.1 Compliance: submissions will be reviewed to confirm compliance as outlined in Section 16 Submission Forms and Requirements of this RFT. Submissions meeting all the submission requirements will proceed to price evaluation.
 - 18.3.2 References (pass/fail): As part of Section 16 Submission Forms and Requirements, the Bidder must provide three references that are similar in size and scope to the Work outlined in Schedule A and use Schedule D to respond. To pass the reference check and proceed to the next stage, the Bidder should submit Schedule D which includes the following details:
 - 18.3.2.1 Project name;
 - 18.3.2.2 Project Location;
 - 18.3.2.3 Term of the Project;
 - 18.3.2.4 Project Value in CAD;

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

- 18.3.2.5 Project Size (square feet);
 - 18.3.2.6 Whether the Project was a municipal project answering yes or no;
 - 18.3.2.7 Reference Contact Information; And
 - 18.3.2.8 Description of the project details and scope of work.
- 18.4 Preferences are that the Bidder provide references that are from a municipal or government sector and projects that have tight deadlines (6 months or less). Should the Bidder fail to submit the completed Schedule D forms as part of their Bid submission, the Bidder will not proceed to the next stage which is Price.
- 18.5 Price: The submission with the best price will proceed to the award of Contract phase as further described below.
- 18.6 Subject to the provision of this RFT, the Preferred Bidder and the Authority shall enter into negotiation to finalize the terms of Contract.
- 18.7 If for any reason the Authority determines it is unlikely to reach complete agreement with the Preferred Bidder, the Authority may discontinue the discussion with the Preferred Bidder and proceed in any manner that the Authority may decide, in consideration of its own best interests including without limitation:
- 18.7.1 Terminating the RFT and proceeding with some or all of the Services in some other manner including without limitation by engaging other Service Providers.
 - 18.7.2 Inviting one of the other Bidders to enter into discussions to reach an agreement for the Services, commencing with the Bidder having the second-best score and so forth.
- 18.8 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 RFT, shall be in substantially the same form as the Contract and shall include all terms, conditions, requirements and obligations imposed by this RFT.

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

19.0 INSURANCE

- 19.1 The Preferred Bidder shall provide the Authority with a Certificate of Insurance from an acceptable licensed insurer prior to the commencement of the Contract.
- 19.2 Throughout the term of this Contract, the Bidder must obtain and maintain at its own expense, including the cost of any applicable deductible, the following policies of insurance:
- 19.2.1 Commercial General Liability Insurance including, but not limited, to bodily injury including death, personal injury and property damage having an inclusive limit of not less than **five million dollars (\$5,000,000) per occurrence.
 - 19.2.2 Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than **five million dollars (\$5,000,000) per occurrence and for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Bidder for the provision of services. Proof of automobile insurance will not be required if the Bidder provides a signed letter stating that they do not own or lease vehicles;
 - 19.2.3 Non-Owned Automobile Liability Insurance in standard form having an inclusive limit of not less than **two million dollars (\$2,000,000) per occurrence in respect of vehicles not owned by the Bidder, that are used or operated on its behalf for the provision of Services under this Contract.
 - 19.2.4 **Umbrella and/or Excess Liability Insurance policies may be applied to increase liability limits for coverages indicated by double asterisks (**). Certificate(s) of insurance must specify the underlying policies (**) to which the umbrella/excess coverages apply and indicate any applicable aggregates.
 - 19.2.5 Contractors Environmental Insurance for gradual and/or sudden pollution events including cleanup expenses and, if applicable, transportation risks including loading and unloading exposures providing coverage in an amount of

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

not less than two million dollars (\$2,000,000) per claim. Coverage must be maintained in force for twelve months following the termination of this Contract.

- 19.2.6 Property Insurance, All Risk, Replacement Cost basis with respect to loss or damage of its own property and property of the Authority in Bidder's care, custody and control, used in connection with the Contract.

19.3 Terms and Conditions of Policies

- 19.3.1 All policies of insurance within the scope of Section 19.2 must:

- 19.3.1.1 Include as additional insureds:

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

- 19.3.1.2 deposit with the Authority such evidence of its insurance as provided in or required under this Contract, and must be in a form and issued by an insurance company satisfactory to the Authority, that is licensed to carry on business in Ontario; and

- 19.3.1.3 be maintained continuously during the course of carrying out the Contract, or for such period of time as may be required after completion of the Contract, as deemed necessary by the Authority.

- 19.3.1.4 The Proponent shall furnish to the Authority, on written request, certificates of all such policies. The Proponent agrees that if it fails to take out or to keep in force such insurance or if it fails to provide a certificate of every policy and evidence of continuation of coverage as herein provided, the Authority shall have the right to take out such insurance and pay the premium therefor and, in such event, the Proponent shall pay to the Authority the amount paid as premium plus fifteen percent (15%), which payment shall be deemed to be Additional Services payable on the

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

first day of the next month following payment by the Authority.

- 19.3.1.5 Such other forms of insurance as may be reasonably required by the Authority from time to time (e.g., a result of change in law).

20.0 TERMS AND CONDITIONS OF THE RFT PROCESS

- 20.1 Bidders should structure their submission in accordance with the instructions of the RFT.
- 20.2 Website links or documents incorporated into a submission by reference will not be considered to form part of the Tender and will be disregarded.
- 20.3 The Authority and its advisors make no representation or warranty as to the accuracy of the information contained in this RFT or issued by way of Addenda. Any quantities shown or data contained in this RFP or provided by way of Addenda are estimates only and are for the sole purpose of indicating to Proponents the general scale and scope of the Deliverables. It is each Proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.
- 20.4 The submission must not be restricted or qualified in any manner including without limitation with a statement in a covering letter. Any submission containing restrictions or qualifiers may be rejected by the Authority as non-compliant.
- 20.5 By submitting a Bid, the Bidder is representing, warranting and certifying to the Authority as follows:
 - 20.5.1 It has carefully examined, read and understood the RFT and confirms that it has received the entirety of the RFT and has all necessary information to submit its Bid.
 - 20.5.2 It has read, understood and accepted all Addenda issued by the Authority.
 - 20.5.3 It has made or submitted all necessary questions or clarification with respect to the RFT.

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

- 20.5.4 Its Bid is based on the terms and conditions of the RFT and all Addenda.
- 20.5.5 It acknowledges and accepts all terms and conditions and obligations set out in the RFT and all Addenda.
- 20.5.6 Its Bid has been prepared and submitted without collusion or fraud, and in fair competition with other Bidders.
- 20.6 It has the financial and technical capability to carry out the Services in the manner set out in the RFT.
- 20.7 Any failure of a Bidder to meet the requirements of this RFT may result in disqualification of the Bidder or rejection of its Bid.
- 20.8 The Authority makes no representation or warranty as to the accuracy or completeness of any information provided by it in connection with this RFT and disclaims all express and implied representations, warranties, and conditions in connection with this RFT.
- 20.9 The Authority assumes no responsibility for any interpretations or conclusions that Bidders may make or draw from the information provided in this RFP.
- 20.10 The Authority assumes no responsibility for any verbal information from any Authority representatives or from any Consultant firms retained by the Authority, or from any other person or persons who may have an interest in this RFT.
- 20.11 Bidders are responsible to conduct any examinations deemed necessary by the Bidder for the proper preparation of a Bid. Nothing in this RFT shall relieve the Bidder from undertaking all investigation and clarification on all matters related to this RFT. 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 Bidder had reasonable efforts been made prior to the Submission Deadline.
- 20.12 Bidders are responsible to ensure that they have received the complete RFT, plus any Addenda. A submitted Bid will be deemed to have been prepared based on the entire RFT issued prior to the Submission Deadline. The Authority accepts no responsibility for any Bidder lacking any portion of the RFT.

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

- 20.13 Each Bidder acknowledges by its submission of a Bid that it has investigated and satisfied itself of the requirements for the Services. Each Bidder 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 RFT.
- 20.14 Bidders must provide true and accurate information in their Bids. The Authority may disqualify any Bid, refuse to enter into a Contract with the Preferred Bidder, and/or void any Contract entered into with the Preferred Bidder if it is discovered that the said Bidder provided any statement, representation, and/or certification in connection with this RFP and/or any Addenda that is materially false, deceptive, incorrect, and/or incomplete.
- 20.15 The Authority will not return the Bid or any accompanying documentation submitted by a Bidder.
- 20.16 The Authority makes no guarantee of the value or volume of work to be assigned to the Preferred Bidder. The Contract to be negotiated with the Preferred Bidder will not be an exclusive contract for the provision of the described Deliverables. The Authority may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

21.0 RESERVATION OF RIGHTS

- 21.1 Notwithstanding, and without limiting, any other provisions of the RFT, the Authority reserves the right, in its unfettered discretion, to:
- 21.1.1 Seek clarification of a Bid from a Bidder and consider such clarifying explanations in the evaluation of its Bid.
 - 21.1.2 Amend the scope, schedule, or details of the Services, or modify, cancel, amend, supplement, clarify or suspend the whole or any part of this RFT at any time for any reason.
 - 21.1.3 Accept or reject any submission or disqualify a Bidder based on a failure to comply with the requirements or provisions of this RFT.

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

- 21.1.4 Waive any material or non-material deficiency, irregularity or non-compliance with the requirements of this RFT.
 - 21.1.5 Disqualify any Bidder whose submission contains misrepresentations or any other inaccurate or misleading information relating to matters which the Authority, in its sole discretion, considers material.
 - 21.1.6 Cancel this RFT at any time up until execution of the Contract/Services Agreement by the Authority and the Preferred Bidder(s).
 - 21.1.7 Re-advertise for new submissions, call for Bids, or enter into negotiations for the Services or for Services of a similar nature following termination of this RFT.
 - 21.1.8 Verify with any Bidder or with a third party any information contained in or submitted as part of the Bid.
 - 21.1.9 Amend any terms and conditions of this RFT and of the business opportunity described in this RFT including severing any portion of this RFT.
 - 21.1.10 Change the dates, schedule, deadlines, process and requirements described in this RFT.
 - 21.1.11 Request additional information, or seek clarification or confirmation, from any or all Bidders in connection with any or all submissions.
- 21.2 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:
- 21.2.1 Impose at any time on all Bidders additional conditions, requirements or measures with respect to bidding or procurement practices or ethical behavior of the Bidder.
 - 21.2.2 Notwithstanding anything to the contrary in this RFT, this RFT does not commit the Authority in any way to proceed to select a Preferred Bidder or enter into a Contract/Services Agreement and, the Authority may at any time (whether before or after the Submission Deadline) terminate the RFT and elect to proceed with the

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

Services in some other manner without any liability whatsoever to any Bidder.

22.0 LIMITATION OF LIABILITY

- 22.1 Each Bidder agrees that in no event will the Authority, nor any of its Representatives, be liable, under any circumstances, to reimburse or compensate the Bidder in any manner whatsoever for losses of any nature whatsoever, including costs of preparation of a Bid, cost of participation in the processes described in the RFT, loss of anticipated profits, loss of opportunity or for any other matter. Without limitation, each Bidder 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 Bidder whether in Contract, tort, equity or other principle of law, including without limitation if the Authority:
- 22.1.1 Does not select a Preferred Bidder;
 - 22.1.2 Suspends, cancels or in any way modifies the Services, the RFT; or
 - 22.1.3 Accepts any compliant or non-compliant Bid.
- 22.2 Each Bidder 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.
- 22.3 If, notwithstanding the above, a Bidder is determined by a court of competent jurisdiction to be entitled to compensation arising from this RFT or for the actions of the Authority or any Representative, including without limitation any exercise of the Authority's sole and absolute discretion, Bidders expressly acknowledge and agree by submitting a Bid 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).

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

23.0 BIDDER'S COST

- 23.1 Each Bidder is solely responsible for all costs it incurs in the preparation of its Bid, 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 requests for additional information made by the Authority.

24.0 CONFIDENTIALITY

- 24.1 All specifications, drawings, patterns, samples and other information furnished to the Preferred Bidder by the Authority in connection with the Contract 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 Preferred Bidder. The Preferred Bidder 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 Section 21 until destruction of such confidential information.
- 24.2 The Preferred Bidder 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 Preferred Bidder 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.
- 24.3 The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Preferred Bidder 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.

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

25.0 INTERPRETATION

- 25.1 In this RFT, except to the extent the context or the express provisions of this RFT otherwise require:
- 25.1.1 The words “include”, “includes” or “including” are to be construed as meaning, “include without limitation”, “includes without limitation” or “including without limitation”, respectively.
 - 25.1.2 The words “must”, “shall”, and “required” mean a mandatory condition that must be met in a substantially unaltered form in order for the Bid to receive consideration.
 - 25.1.3 The words “should” and “desirable” mean a recommended condition having a significant degree of importance to the objectives of the RFT, 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 RFT Process in a manner permitted under Section 18 Reservation of Rights.
- 25.2 If there is any inconsistency between this RFT and any of its Appendices or the other RFT documents, the terms of this RFT shall prevail to the extent of the inconsistency.

26.0 APPLICABLE LAW

- 26.1 This RFT shall be interpreted and construed to mean all federal and provincial laws, statutes, regulations, orders, by-laws, treaties, judgements, decrees and ordinances governing the performance of the Work as may be amended and replaced from time to time.

27.0 FORCE MAJEURE

- 27.1 If any of the facilities of the Authority, City of Windsor or County of Essex are not available to the Bidder 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

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

upset or any other cause, whether similar or dissimilar, beyond its reasonable control, then:

- a. the Authority shall not have any liability to the Bidder;
- b. the Bidder shall not have any right to make any claim or bring any action against the Authority for any damage it may suffer as a consequence; and
- c. the time for performance of such obligations by the Authority must be extended for a reasonable period of time but in no case must the extension of time be less than the time lost as the result of the event causing the delay, unless such shorter extension be agreed to by the parties.

28.0 SEVERABILITY

28.1 If any provision of this RFT 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 RFT will remain as they are and in full force and effect.

29.0 DEFINITIONS

"Addenda" or **"Addendum"** means a written amendment to this RFT issued by the Authority Contact Person.

"Appendices" a section or table of additional material located at the end of the document.

"Approvals" means any permits, licenses, consents, approvals, clearances, orders, ordinances, registrations, filings or other authorizations respecting the Work undertaken as part of the Work as may be required from any applicable Governmental Authority or otherwise by the Contract.

"Authority" means the Essex-Windsor Solid Waste Authority and it's designates.

"Bid" means the submission that the Bidder provided to the Authority in response to this RFT.

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

"Bidder" means a Person who submits a Bid in response to this RFT.

"Business Days" means any day the Authority is open for business.

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

"Contract" means the final contract(s) executed between the Authority and the Preferred Bidder.

"Contractor" means the party which was awarded the Contract by the Authority to provide the Work as outlined in the RFT.

"Governmental Authority" means any domestic government, including any federal, provincial, territorial, municipal, regional or other local government, and any government established court, agency, tribunal, commission or other authority exercising or purporting to exercise executive, legislative, judicial, regulatory or administrative functions respecting government.

"Hazardous Materials" means waste that consists of municipal hazardous waste or municipal special waste, or any combination, whether or not the waste is owned, controlled or managed by a municipality as outlined in Ontario Regulation 542/06.

"Industry Standards" means using standards, practices, methods and procedures to a good commercial standard, conforming to Applicable Law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a qualified, skilled and experienced Person engaged in a similar type of undertaking under the same or similar circumstances. **"MRF(s)"** means the material recycling facility or facilities located at the Site and available for lease through this RFT.

"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 Bidder" means the Bidder selected by the Authority to enter into an Agreement to provide the Service.

"Processing Equipment" means all equipment used to sort recyclable materials as described in Schedule "I".

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

"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.

"Request for Tender" or "RFT" means this entire document comprised of the main document, Schedules and all Addenda.

"Services" if the context allows means the services and deliverables set out in Schedule A (Scope of Work).

"Service Provider" has the meaning set out in the Draft Contract.

"Site" as described in the Site Diagram attached hereto as Schedule "H".

"Subcontractor" means any Person who will enter into a subcontract with the Bidder (if selected as the Preferred Bidder) for any portion of the Services.

"Submission Deadline" is the date and time by which a Bid must be submitted to be accepted.

"Utilities" means typically: electricity, water, sewer and gas, as well as, for this RFT, includes the fire suppression system.

"Work" means the performance of the Service prescribed in this RFT and all related Services including, but not limited to the supply of all materials, vehicles, labour, facilities, supervision, services, permits, licenses, or approvals required to complete the Contractor's obligations under the Contract including any changes to the Work which may be ordered by the Designated Municipal Official as provided herein.

"Workplan" means the proposed strategy and schedule for the decommissioning Work as outlined in Schedule A.

"Worksite" means the area located inside the Fibre and/or Container MRF respectively as highlighted in Schedule "J".

Schedule A

Scope of Work

1.0 SCOPE OF WORK OVERVIEW

The Authority operates two (2) Material Recovery Facilities (“MRFs”) which are used to process Blue Box material on behalf of the City and seven County Municipalities. Each MRF has processing equipment dedicated to a specific material type. One MRF is dedicated to processing fibre material which the Authority refers to as the “Fibre MRF” and the second MRF is dedicated to processing plastic materials which the Authority refers to as the “Container MRF”. The Authority requires the Contractor to decommission one or both of the processing lines and equipment by way of removal, sale, repurpose, recycle and/or otherwise disposal resulting in waste in accordance with Applicable Law. As part of the Work, the Contractor will repair and complete improvements to the MRFs in accordance with the specifications set out herein.

Subject to the final decision of the Authority, the Contractor will demolish the Processing Equipment in one or both of the Authority’s MRFs:

- a) Fibre MRF located at 3560 North Service Road East, Windsor, ON; and
- b) Container MRF located at 3580 North Service Road East, Windsor, ON.

2.0 AUTHORITY’S RESPONSIBILITIES

- 2.1 Work cooperatively with the Contractor to obtain any required permits and approvals as deemed necessary to complete the Work;
- 2.2 Work cooperatively with the Contractor to finalize the Workplan which may include access, security and equipment storage requirements;
- 2.3 Approve the final Workplan;
- 2.4 Approve any changes to the Workplan;
- 2.5 Provide access to the Authority owned weigh scales;

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

2.6 Work cooperatively to identify the equipment and structural elements that are to be removed permanently before commencing the Work.

2.7 Provide access to the Worksite

3.0 CONTRACTOR'S RESPONSIBILITIES

The Contractor's responsibilities are detailed in the sections below.

4.0 PREPARATION AND MOBILIZATION

4.1 Permits

Prior to mobilization, the Contractor will obtain, at its cost, all necessary permits, approvals and inspections required for the Work and provide proof thereof at the request of the Authority. It is the responsibility of the Contractor to ensure all locates are completed and all necessary notifications to licensing authorities (e.g., building inspectors, electrical safety authority) have been completed. The Authority will work cooperatively with the Contractor to obtain any required permits and Approvals.

4.2 Workplan

Thirty (30) Business Days prior to execution of the Contract, the Contractor shall submit their draft final Workplan for review and Approval by the Authority. The Contractor shall make arrangements starting two (2) weeks thereafter, to meet with the Authority as required to finalize the Workplan to the sole satisfaction of the Authority. The final Workplan, incorporating the Authority's comments, shall be completed by the Contractor prior to mobilization.

The Authority will work cooperatively with the Contractor to finalize the Workplan including access and security and equipment storage requirements. The Contractor will be permitted to begin mobilization upon approval of the Workplan and finalization of these associated requirements.

The Workplan will:

1. Include an organization chart for the management of operations with a brief explanation of roles and responsibilities for the Contractor's key staff and Subcontractors;

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

2. Provide contact information for the Contractor's project manager, on-site supervisory staff and Subcontractors;
3. Include a summary of permits required to allow the work to be undertaken and confirmation that they have been received or the status thereof;
4. Describe the order, methodology and timing in which the demolition, removal of Processing Equipment and waste, restoration work and demobilization will be carried out;
5. Include a brief summary of the resources and equipment the Contractor proposes to use;
6. Identify any locates required by the Contractor and its plans to ensure hydro and other Utilities are safely shut off and disconnected throughout the demolition sequences;
7. Identify any specific Site access and storage requirements of the Contractor during mobilization and demolition phases;
8. Describe plans to provide a fire watch and other protective actions during periods of time when the fire suppression systems are turned off;
9. Describe plans to protect, from damage, the Site, MRF buildings, materials and equipment that are not part of the required demolitions;
10. Describe plans to control noise, dust, litter and other anticipated environmental issues;
11. Describe all planned measures to ensure the safety of the Contractor's workers, Subcontractors, Authority staff and workers and public including plans for restricting public access to Worksite locations until the Work is complete. As well as tracking personnel that is working onsite daily and submission to the Authority;
12. Describe how the Contractor's staff and Subcontractors will ensure compliance with Applicable Law (e.g., workers to have licenses while on Worksite), and any identified policies and procedures of the Authority, work permits and the Workplan will be ensured; and

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

13. Describe plans to sell, repurpose, recycle or dispose of the Processing Equipment and resulting waste from the Work including identification of final recipient or disposal site. Such locations must be licensed to receive the materials in question.

The Contractor is solely responsible for establishing the logical sequence of the demolition work and for ensuring the structural integrity of the elements to be demolished and those to be preserved.

The Contractor shall ensure that the Workplan follows and abides by all requirements of the Authority, local municipality and Applicable Law including following Authority policies and procedures and direction from Authority staff while on Site. In the event of a conflict between the policies and procedures of the Authority or direction given by Authority staff and Applicable Law, the legislative requirement(s) will apply. The Contractor will immediately bring such issues to the attention of the Authority to determine if further action by the parties is required.

5.0 DEMOLITION PHASE

The Contractor shall follow the mutually agreed upon Workplan unless otherwise directed by the Authority or due to a bona fide emergency. The Contractor must obtain the prior approval of the Authority to change the approved demolition sequences in all other circumstances. The Authority may, in its sole discretion and acting reasonably, agree to or refuse to make such changes to the Workplan. Any changes agreed to by the parties shall be at the Contractor's cost.

The Authority reserves the right to have the demolition sequences changed at any time during the Work if, in its opinion, the structural integrity or stability of the building and/or elements concerned are in jeopardy, either because of the condition of the existing elements or because of the demolition methods used by the Contractor. Such changes will be at the Contractor's cost unless otherwise agreed to by the parties.

The equipment and structural elements that are to be removed permanently will be identified and agreed to by the Contractor and Authority before commencing the Work. Unless otherwise agreed to by the Contractor and Authority, such equipment and elements shall, upon removal from the MRF(s), become the property of the Contractor and shall be disposed of in accordance with the requirements of the specifications herein.

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

The Contractor shall at all times ensure a safe Worksite by restricting public access to Worksite locations until project is complete.

The Contractor shall take all appropriate measures to enclose the Work area to protect its workers, Subcontractors, Authority staff and workers, the public and the environment. The Contractor shall, where necessary, take measures to eliminate dust and flying debris while demolition is being carried out and ensure vehicular traffic on Site is not interfered with or impacted by its operations.

The Contractor shall at all times take all appropriate precautions to protect from damage the Site, MRF buildings, materials and equipment that shall remain in place after completion of the Work.

The equipment and elements that are to be temporarily removed and re-installed are the Contractor's responsibility during demolition and restoration but remain the property of the Authority. Unless otherwise indicated, they shall be safely and properly stored on the Worksite during the Work period.

The Contractor shall remove, from the Worksite, all demolished Processing Equipment and waste it or its Subcontractors generate as soon as practical. Such equipment and waste will be stored safely indoors in one of the lay down areas depicted in Schedule J, unless otherwise agreed to between the Contractor and the Authority, and in accordance with Applicable Laws. If the Contractor fails to remove the demolished Processing Equipment and/or waste in accordance with the timing set out in the approved Workplan, the Authority reserves the right to have it removed at the Contractor's expense.

5.1 Demolition Requirements

The Contractor is to undertake the following Work in each MRF as mutually agreed upon between both parties:

5.1.1 Electrical System

1. Electrical system is to be disconnected from all elements of the processing line;
2. All Programmable Logic Controllers ("PLC") control cabinets shall be disconnected and removed from the sort room;
3. All disconnected and un-used electrical circuits shall be taken back to the first practicable branch circuit panel and disconnected from the breaker;

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

4. All un-used conduit, raceways, cables and junction boxes shall be removed;
5. All un-used disconnects, panels and transformers shall be removed; and
6. All exposed holes in lighting panels, disconnects, or junction boxes following circuit removals shall be covered and made safe.

5.1.2 Fire suppression system (Dry)

1. Remove any and all sprinkler lines interfering with the demo of sorting equipment and or room and bunkers; and
2. Close off and cap un-used sprinkler lines at the closest practicable location to the main line. Close off and cap un-used sprinkler lines at the closest practicable location to the main line.

5.1.3 HVAC system

1. HVAC system shall be shut down at the breaker and locked out with the Authority provided lock;
2. HVAC ducting in the sort room shall be disconnected and removed from the sort room;
3. All ducting, intake, and exhaust for the HVAC system shall be removed up to the point where it connects to the unit;
4. Any and all holes left behind in the building and HVAC system by the removal of the ducting system shall be capped and sealed with like material;
5. All un-used ducting, intake, and exhaust supports shall be removed and disposed of; and
6. Natural gas lines shall be removed up to the closest practicable shut off valve and locked out with a lock provided by the Authority.

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

5.1.4 Exhaust system (Fibre Building Only)

1. All ducting from processing line equipment to the exterior of the building shall be removed along with its supports; and
2. All openings in exterior cladding following duct removal shall be covered with like material and sealed.

5.1.5 Waste storage

1. The Contractor shall properly and safely store demolished Processing Equipment and waste in the designated locations within the MRF unless otherwise agreed to by the Contractor and the Authority;
2. All fluids from the Processing Equipment must be drained and stored in accordance with Applicable Law in locations directed by the Authority

6.0 MRF RESTORATION

The Contractor will restore each MRF in accordance with the requirements of the specifications herein.

6.1 Repair and Improvement Requirements

The Contractor shall undertake the following repairs and improvements at each MRF:

1. Before commencing Work, all conveyor pits shall be cleaned using a hydrovac truck;
2. All waste collected by the hydrovac truck shall be disposed of on Site at no cost to Contractor and at the direction of the Authority;
3. Semi-permanent guard rails shall be erected around all conveyor pits and left behind once all Work is completed;
4. At the end of the Work, all exposed pit openings shall be cleaned (if necessary) using a hydrovac truck before covering properly to

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

- ensure the utmost safety (eliminate falls) and eliminate entry of debris or pests;
5. Where structural columns have been removed any trip hazards such as exposed bolts or holes in the floor shall be eliminated and the floor repaired;
 6. Sweep and remove all remaining litter, debris and waste resulting from the Work and discard of such waste in bins provided by the Authority in accordance with Applicable Law. The Authority will be responsible for the cost of bin movement and disposal;
 7. Knock down and dispose of any accumulation of dust/debris that could result in a hazard at a later date to the satisfaction of the Authority;
 8. Unless otherwise specified herein, the Contractor shall dispose of all demolished Processing Equipment, removed electrical, HVAC, fire suppression system components and waste generated by its activities and those of its Subcontractors;
 9. With the exception of the fire suppression system, the Contractor shall undertake protection checking, testing and inspection of the MRF electrical system to ensure it is restored to code; and
 10. Obtain and complete all necessary inspections and Approvals required to complete the Work in accordance with the requirements of Local authority(ies)and/or Applicable Law.

The Contractor shall repair, at its expense, any part of a structure that has been demolished or damaged beyond the limits agreed to by the Contractor and Authority.

After having been notified by the Contractor that the Work is completed, the Authority will inspect the prepared areas to assess compliance with the requirements of the Work. The Authority may ask the Contractor to provide evidence that all inspections and permitting requirements by other authorities (e.g., building inspectors, electrical safety authority) have been completed. The Work will be deemed to be complete once all repairs and improvements are completed, any deficiencies are corrected and all required inspections and permitting requirements are completed to the satisfaction of the Authority.

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

7.0 GENERAL OBLIGATIONS

At all times during the term of the Agreement, the Contractor shall operate in accordance with the following requirements:

- a) Operate in compliance with all Applicable Law in the performance of its obligations;
- b) Provide all materials, labour and equipment and otherwise obtain all permits, locates, surveys and inspections necessary to complete the Work;
- c) Administer all facets of the Work safely, including providing proper training and management of personnel, ensuring no unauthorized persons enter the Worksite, and adherence to the approved Workplan;
- d) Complete the Work in accordance with Good Industry Practice with the Authority, acting reasonably, to be the sole judge as to the adequacy of such efforts;
- e) Direct and continuously supervise vehicles associated with the Contractor and its Subcontractors while loading/unloading and/or otherwise operating on the Site with the utmost safety so as to minimize interference/traffic congestion with other activities on Site;
- f) Provide and maintain the necessary first aid items and equipment as called for under Applicable Law, including but not limited to, the First Aid Regulations of the Workplace Safety and Insurance Act and the Occupational Health and Safety Act;
- g) Ensure the Contractor's staff, Subcontractors, visitors and customers obey all signs, speed limits, policies and procedures and directions of the Authority and its employees, Subcontractors or their agents while on Site;
- h) Promptly and effectively manage issues regarding litter, noise, dust, and other potential safety and environmental risks to the sole satisfaction of the Authority;
- i) At all times ensure waste generated by its operations is not stored outside of the MRF(s) without the prior approval of the Authority;

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

- j) Liaise with the Authority on a regular basis and/or as otherwise required by the Authority;
- k) Track all Persons at the Worksite daily (e.g., time in and time out) and submit to the Authority as agreed upon;
- l) Immediately notify the Authority of any unexpected Work stoppage, safety or environmental incident or accident;
- m) Ensure vehicles associated with the Contractor or its Subcontractor(s) do not park or queue out onto the public roadways;
- n) Work cohesively with the Authority and its contractors to support their access to the MRF(s) as needed for inspection, addressing issues, repair and/or maintenance; and
- o) Remedy without any additional cost, any defects associated with the Contractor's Work.

8.0 SPECIFIC REQUIREMENTS

The Contractor will ensure the following requirements are met and/or adhered to while undertaking the Work.

8.1 Contract Project Manager

The Contractor must designate a senior level, competent employee as the "Project Manager" who will be responsible for overall contract management, interacting with the Authority on a regular basis, overall regular Worksite supervision and operational compliance with the Workplan.

In the event that the Contractor's Project Manager is failing to fulfil their responsibilities as described herein, the Authority reserves the right in its sole, undisputed discretion to have the individual replaced by the Contractor.

The Contractor must provide to the Authority the telephone numbers and email address of the Contract Manager who may be contacted and shall be available, within reasonable notice, 24 hours a day, 7 days a week, on matters relating to the Work. The Contract Manager must monitor email accounts regularly Monday to Friday (several times hourly 6 a.m. to 7 p.m.), and at a minimum, twice per day (e.g., 10 a.m. and 2 p.m.) on Saturday while the Work is in progress.

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

8.2 Worksite Supervisor

The Contractor must also designate a competent employee as the “Worksite Supervisor” who will have primary responsibility for ensuring the Contractor’s staff or Subcontractors are following the approved Workplan and abiding by all Applicable Law and relevant policies and procedures while on Site and for day-to-day communications with the Authority. The Worksite Supervisor must be physically present on Site at all times that the Contractor’s staff and Subcontractors are performing the Work.

In the event that the Worksite Supervisor must leave the Site, they shall notify the Authority prior to doing so and designate a qualified alternative who will fulfill the requirements of the Worksite Supervisor until they return

8.3 Contract Personnel and Subcontractors

The Contractor shall provide all labour and personnel required in connection with Work and shall be liable for all risks on account of their safety, security, incidents and accidents both physically and monetarily and the Contractor hereby indemnifies the Authority in this regard.

The Contractor shall ensure that the personnel engaged by it or by its Subcontractors in the performance of its obligations under this Agreement are at all times appropriately qualified, skilled and experienced in their respective functions in conformity with Good Industry Practice.

The Contractor may engage Subcontractors approved by the Authority and shall be responsible for coordination, supervision and ensuring the quality of work of all such Subcontractors.

The Contractor shall ensure its staff, affiliates and Subcontractors conduct themselves, at all times, in a professional and courteous manner while on Site. The Authority reserves the right, at the sole undisputed discretion, to have any individual replaced by the Contractor where they are found to be in breach of the conditions of this Section 6.3.

8.4 Contractor Site Access Requirements

Upon approval of the Workplan, the Contractor shall provide the Authority a schedule listing its staff, affiliates and Subcontractors that will require access to the worksite in order to complete the Work. Said schedule will include the anticipated start date of such individuals and the approximate duration of their work on Site. The Contractor shall maintain said schedule throughout

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

the duration of the Work and shall immediately provide the Authority with an updated schedule as a result of any changes.

For health and safety reasons, all Contractor staff, affiliates and Subcontractors that are not assigned to work daily at the MRF(s) are required to sign-in at the Authority's office, as a visitor, before they proceed anywhere on Site.

The Contractor's personnel and Subcontractors shall limit their movement on the Site to the Worksite and access route designated by the Authority unless permission is otherwise given by Authority.

8.5 Authority Access to MRFs

The Authority and/or its authorized agents will, at all times have full right of access to the MRF(s). The Contractor will cooperate with such requests. The Authority and its authorized agents shall have the right to take photographs or video of the MRF(s) interiors and exteriors, equipment and Contractor activity for the purposes of Contract compliance monitoring and property management.

8.6 Weigh Scale Access

The Contractor shall scale, both in and outbound, all vehicles removing Processing Equipment and waste from the Site using the weigh scale(s) the Authority directs it to use.

8.7 Worksite Clean Up

The Contractor shall maintain the Worksite in tidy condition, free from the accumulation of waste and debris at all times except those materials stored in designated areas as agreed to with the Authority. The Contractor shall promptly remove from the property, all products, waste, materials and debris dropped or deposited prior to completion of the Work and to the complete satisfaction of the Authority.

The Contractor shall be responsible for the provision of waste containers for the use of all Subcontractors. The Contractor will determine the materials which may be deposited in the containers. The cost of renting, placing and dumping of containers will be borne by the Contractor.

The Contractor shall ensure each Subcontractor complies with these requirements. Storage of Equipment, Materials and Waste

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

8.8 Storage of Equipment, Materials and Waste

The Contractor shall confine equipment, the storage of materials and the operations of works within the MRF(s) in the pre-approved areas, "Worksite", as shown in Schedule "J" and/or as required by the Authority, Applicable Law or work permits and Approvals. The Contractor shall not unreasonably encumber the Worksite with equipment, materials and waste.

8.9 Noise

The Contractor and its Subcontractors shall comply with the requirements of the Authority and Applicable Law regarding noise abatement and take all necessary steps to ensure the generation and transmission of noise and vibration due to the work is kept to a minimum. Any such noise or vibration which is found to be objectionable in the sole determination of the Authority shall be corrected by the Contractor to the satisfaction of the Authority.

8.10 Dust, Odour and Litter

The Contractor and the Subcontractors shall take precautions necessary to minimize the spread of dust, dirt and odour from the Worksite onto adjacent properties and streets. The Contractor shall be responsible for cleaning operations necessary through failure to exercise such precautions.

The Contractor where necessary, shall effectively water, sprinkle and dampen the Work surfaces and portions of the Worksite with such frequency as will satisfactorily allay any dust during all hours that work is being performed.

8.11 Disposal of Litter, Solid or Liquid Waste

The Contractor must immediately clean up any spilled materials in accordance with the Workplan and Applicable Law. The Contractor shall remain responsible for sorting and preparing all such waste, including the provision of storage containers suitable for holding liquid and/or Hazardous Materials in accordance with Applicable Law and the handling requirements of the Authority.

It is expected that the Contractor will make the best efforts to sort out any metal materials and keep them separated from other materials so that their weights can be captured and used for the Authority's diversion program. This separation of materials is expected for any other materials that are divertible through the Authority's programs so that the Authority can capture

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

these materials individually through their diversion programming as confirmed by the Authority (e.g., hazardous waste).

The Contractor shall remain responsible for the cost of lawful and appropriate management, transportation and disposal (or recycling) of any solid or liquid waste and/or hazardous materials that results from performing the Work that are not disposed of by the Authority. All such materials shall be recycled or disposed of at a licensed facility in Ontario.

8.12 Housekeeping

During the course of undertaking its Work on Site, the Contractor may make arrangements with the Authority to use the lunchrooms, change rooms and washrooms in the MRFs. In such circumstances, the Contractor will be responsible for keeping all such rooms clean and tidy including contracting with the Authority's designated janitorial services to clean all surfaces and floors nightly in these areas to the satisfaction of the Authority and at the Contractor's cost.

8.13 Fire Safety

The Contractor shall take all necessary precautions to eliminate fire hazards and make periodic inspections to ensure proper preventative measures are being complied with by the staff and Subcontractors on the Worksite.

The Contractor shall enforce fire protection methods, good housekeeping, and adherence to local authorities, Authority requirements and Applicable Law.

Except as prescribed hereunder, the Contractor shall ensure that neither its own operations nor those of its Subcontractors will interfere with existing fire safety measures, supply of water, electric power, fire suppression systems and alarm systems, emergency exit paths for personnel or access roads and approaches to buildings which may be needed for firefighting personnel and equipment.

Where the Contractor finds it necessary for the performance of Contract Work to interfere in any manner with the fire safety measures or arrangements referred to above, it shall notify the Authority and obtain their approval prior to undertaking such work.

Specifically, the Contractor shall contact the Authority prior to working on, or disabling, the fire suppression system. The Authority will contact its fire monitoring company to advise them of a planned shutdown of the fire

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

suppression system. The Authority will then advise the Contractor that it can proceed with shutting down the fire suppression system.

The Contractor will not under any circumstances disable the fire suppression system prior to receiving approval by the Authority. The Contractor will then proceed to close off the main riser valves and de-pressurize the system.

While the suppression system is disabled, a designated fire watch Person(s) shall be appointed by the Contractor.

At the end of any day in which the Contractor has disabled the fire suppression system, it shall re-pressurize the fire suppression system and notify the Authority so that the MRF may be called back into service. If the fire suppression system cannot be re-pressurized at the end of day, continuous fire watch must be provided throughout the night by the Contractor and until the system is re-pressurized.

The Contractor shall notify the Authority once all work on the fire suppression system is complete. The Authority will then arrange to have the fire suppression system inspected by a third-party contractor at the cost of the Authority. The Contractor shall be responsible for remedying any deficiencies identified during the inspection at its cost including the cost of any subsequent inspection(s) if required.

8.14 Security

The Contractor must secure the MRFs by ensuring that all doors, including roll-up doors and exit doors are properly closed, locked and all MRF alarms are set at the end of each day.

In the event that the Contractor is unable to meet the obligation to store all equipment and materials inside of the MRF(s) at the end of the day or secure the MRF(s) in accordance with this Section 6.14, the Contractor must immediately: 1) notify the Authority; and 2) at the Contractor's sole cost hire a third-party stationary and onsite security patrol company, that will at all times have visual contact with any materials and/or equipment left outdoors and/or the MRF(s) to mitigate risks of vandalism.

The Contractor shall ensure that the sub-contracted security patrol company(ies) are pre-qualified by the Authority and satisfy the Authority's insurance requirements.

8.15 Operating Hours

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

The Contractor shall restrict its activities on Site to between the periods of 7 a.m. to 5 p.m. Monday to Friday on all Business Days. Site is closed for nationally observed holidays (Labour Day, Thanksgiving Day, Christmas Eve, Christmas Day, Boxing Day)

8.16 Utilities

The Authority will supply the Contractor with all power, water and other services that it may require while doing work on Site. In the event such services are disconnected to the MRF buildings during demolition and repair activities, the Contractor is responsible and assumes the cost for any temporary power, water and other services it may require to continue doing work on Site.

The Contractor shall reconnect all such disconnected services and have them inspected and certified, as required prior to completion of the Work.

All services will be connected or disconnected by appropriately licensed personnel.

8.17 Submittals and Reporting

The Contractor is responsible for ensuring all reporting requirements are fulfilled to the satisfaction of the Authority.

The Contractor shall submit copies of certified waybills, bills of lading, receipts from recycling and disposal sites for all material removed from the Site upon completion of the project or upon request of Authority.

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

Schedule B Bid Form

The Bidder is required to submit a Bid to complete all tasks included in Schedule A for the following MRF buildings:

1. Fibre MRF Only;
2. Container MRF Only; AND
3. Both Container and Fibre MRF.

The Authority reserves the right to award the Bidder any one (1) of the Services noted above. The Bidder is deemed to have made due allowance for this in their Bid Price. The Authority recognizes that savings may be realized if both Container and Fibre are awarded to one single entity.

All monetary values are stated in Canadian dollars exclusive of HST. Pricing is to be inclusive of all costs associated with providing the Services.

Bid Table:

Fibre MRF Only	Container MRF Only	Both Container and Fibre MRF
\$	\$	\$

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

Schedule C Bidder Information

Please complete the following form:

Company Name:	
Company Address:	
Company Phone Number:	
Company Web Site:	
Contact Person/ Signing Officer:	
Title:	
Address:	
Contact Person Phone Number:	
Contact Person Mobile Number:	
Contact Person E-mail:	

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

Schedule D
Bidder's References and Experience

Reference #1

Project Name	
Project Location	
Term of the Project	
Project Value (in CAD)	
Project size (square feet)	
Municipal Project (Yes or No)	
Reference Contact Information include: Name, Title, Email and Phone Number	
Project Detail & Scope of Work	

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

Reference #2

Project Name	
Project Location	
Term of the Project	
Project Value (in CAD)	
Project size (square feet)	
Municipal Project (Yes or No)	
Reference Contact Information include: Name, Title, Email and Phone Number	
Project Detail & Scope of Work	

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

Reference #3

Project Name	
Project Location	
Term of the Project	
Project Value (in CAD)	
Project size (square feet)	
Municipal Project (Yes or No)	
Reference Contact Information include: Name, Title, Email and Phone Number	
Project Detail & Scope of Work	

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

Schedule E Subcontractors

- Is the Bidder using subcontractors?
 - No, do not complete the table below
 - Yes, complete the table below:

Company	Description of Work	Contact Person	Contact Phone Number

**Demolition and Removal of Material Recycling Facility Processing
Equipment**

RFT No. 2024-05-15

**Schedule F
Draft Contract**

(Document attached)

Schedule G
Conflict of Interest Declaration and
Acknowledgment of Addendum Form

(Document attached)

Demolition and Removal of Material Recycling Facility Processing Equipment

RFT No. 2024-05-15

Schedule H Site Map

(Document attached)

**Demolition and Removal of Material Recycling Facility Processing
Equipment**

RFT No. 2024-05-15

**Schedule I
Equipment List**

(Document attached)

Schedule J
Worksite and Equipment Storage Area

(Document attached)

Schedule F

Draft Contract

This contract is made and is first effective as of the Effective Date.

Between:

Essex Windsor Solid Waste Authority

360 Fairview Avenue West, Suite 211 West, Essex, Ontario N8M 3G4
(the "**Authority**")

And:

Legal Business Name

Address

City, Prov, Postal Code

(the "**Contractor**")

1.0 Background

The Authority desires to retain the Contractor to provide the Services and Deliverables (both as defined below), at the prices stipulated, and in accordance with, the terms of the Contract (defined below) for the Demolition and Removal of Material Recycling Facility Processing Equipment (the "**Services**"), as more fully described in Authority RFT 2024-05-15 (the "**RFT**").

In Consideration of the mutual covenants, conditions and agreements set forth in this Contract, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties hereto, the Parties agree as follows:

2.0 Interpretation

All terms appearing with the first letter capitalized shall have the meanings assigned in Section 30 (Definitions).

3.0 Contract Documents

The terms of the contract between the Authority and the Contractor for the supply of the Services and Deliverables, as applicable, are comprised of the following (collectively, the "**Contract**"):

-
- a) the main body of this Contract;
 - b) **Schedule "1"** Scope of Work and Specifications;
 - c) the RFT, a copy of which is attached hereto as **Schedule "2"** for ease of reference, including (i) all Addenda (which, for greater certainty, shall supersede the contents of the RFT) and (ii) all documents incorporated by reference into the RFT; and
 - d) the Contractor's proposal dated [MMDDYY] (the "**Proposal**"), a copy of which is attached hereto as **Schedule "3"** for ease or reference, submitted in response to the above-noted RFT to the extent that the proposal clarifies the Services and Deliverables. For greater clarity, the proposal shall not amend the terms under this Contract.

Where the document is not included as a schedule, it is deemed incorporated by reference. In the event of a conflict or inconsistency between any of the above documents, the conflict or inconsistency shall be resolved in favour of the document first appearing on the above list.

4.0 Supply of Services and Deliverables

The Authority hereby retains the Contractor to provide to the Authority with the services (the "**Services**") and to supply the work product (the "**Deliverables**") described in the attached **Schedule "1"**. Where the context permits, the term "Services" shall be deemed to include Deliverables.

If **Schedule "1"** provides that the Services shall be performed by a specific individual (the "**Representative**"), the Authority engages the Contractor to provide the Services on the express and essential condition that the Services shall be performed by the Representative and by no other person. In the event that the Representative is no longer (i) able or willing to perform the Services, or (ii) active with, or employed by the Contractor, for any reason whatsoever, the Authority shall have the right to terminate this Contract immediately upon written notice, without any liability to the Contractor and without prejudice to the Authority's rights hereunder. Notwithstanding the foregoing, the Contractor may replace the Representative with another individual reasonably satisfactory to the Authority with the prior written consent of the Authority.

5.0 Term

This Agreement is effective as of the date of specified in **Schedule "1"** hereto (the "**Effective Date**"), and, unless earlier terminated pursuant to Section 10.0 – Termination, or extended by the Authority as per the terms of the RFT, shall continue until the expiration date set out in **Schedule "1"** (the "**Term**").

This Contract shall not be renewed by its own terms, and any further provision of Services by the Contractor beyond the term of the Contract shall require an amendment signed by both parties.

6.0 Timelines for Provision of Services

The Contractor shall provide the Services on the timelines provided for in the RFT, or on such other timelines as may be expressly agreed upon by the Parties in writing.

The Contractor shall notify the Authority as soon as it becomes aware that it cannot meet the agreed upon timelines for the provision of the Services.

In the event of a delay, the Contractor shall, at no additional cost to the Authority, employ accelerated measures such as premium transportation costs or labour overtime to ensure the Services are delivered on or before the revised timelines.

In the event the timelines are not being met by the Contractor, or a change in the timelines proposed by the Contractor is not acceptable to the Authority, acting reasonably, in addition to any other rights and remedies that may be available to the Authority at law, the Authority may terminate the Contract without any liability to the Contractor for such termination.

For greater certainty, the Contractor shall not be held responsible for delays outside the Contractor's reasonable control or to the extent any delay is caused by the Authority.

7.0 Review of Services

In addition to the Composition Audits required by the RFT, the Authority and/or the Authority's Representative shall have the right to review the Services being provided at all reasonable times, and without prior notice; or otherwise review the Services performed, or being performed, and the premises where they are being performed to ensure compliance with the Contract requirements.

During the review of Services by the Authority, the Authority's Representative and the Contractor shall complete the review together to prepare an itemized list of any and all deficiencies (the "**Deficiencies**"), if any.

Should the Contractor not remedy the Deficiencies to the satisfaction of the Authority, acting reasonably, within 5 business days of the Deficiencies being identified and a written demand from the Authority and/or the Authority's Representative, the Authority, in addition to any other rights and remedies that may be available to the Authority at law, the Authority may terminate the Contract without any liability to the Contractor for such termination.

8.0 Fees and Invoicing

Fees. For and in consideration of the Services furnished by the Contractor to the Authority under this Contract, the Authority shall pay the prices and fees set out in **Schedule "1"** hereto and the Proposal attached as **Schedule "3"** hereto (the "**Fees**"), which may be adjusted from time to time in accordance with the terms of this Contract.

Payment Terms:

- 25% due upon approval of the Work Plan;
- 75% due upon the completion of all tasks set out in the Work Plan and within **Schedule "2"**.

Final Payment shall be subject to the Authority's approval at the Payment Terms outlined in the Contract(above).

Taxes. The Fees set out in the said **Schedule "1"** and **Schedule "3"** may not set out the relevant sales, goods and services, excise, value added or similar taxes, whether of provincial or other jurisdictional level, however taxes should be charged to the Authority and shown separately on each invoice in the normal course. The Contractor acknowledges that it may be subject to withholding tax under Canadian law. All taxes shall be shown separately on each invoice. The Contractor is entitled to apply for any tax credits applicable to or in relation to its services and shall be entitled to provide such information as may be required by the relevant tax authority to such authority.

Invoicing. Unless otherwise agreed in writing or in this Contract, the Contractor shall invoice the Authority for the Services on a monthly basis during the Term, with each invoice for the prior month being issued within five (5) days following the end of the month.

Invoices shall be submitted to the attention of "Accounts Payable" at ap@ewswa.org as set out in **Schedule "1"**. The invoice shall contain: (i) a description of the Services provided in the previous month; (ii) details of the Fees and, shown separately and applicable taxes due; and (iii) a description of any disbursements and expenses claimed. If not previously provided, the first invoice shall contain the Contractor's HST registration number. The Authority shall pay any undisputed amounts owing to the Contractor within thirty (30) days of receipt of the invoice. The Contractor understands that failure to include all supporting documentation with the invoice and/or failure to provide any or all of the foregoing information as part of the invoice may result in a delay of payment to the Contractor and that the invoice may be returned to the Contractor unpaid and unprocessed.

Disputed Invoices. If the Authority disputes an invoice, the Authority shall notify the Contractor in writing of the reasons for its dispute within fourteen (14) days of receiving the invoice. The Authority shall pay only the undisputed portion of the Fees in accordance with the payment terms in this Contract. Any dispute in respect of an invoice shall be resolved through the dispute resolution process set out in Section 23 (Dispute Resolution) of this Contract.

Withholdings. If any Fees payable to the Contractor are subject to withholding taxes, the Authority shall withhold and remit such amounts to the applicable taxing authority, unless the Contractor provides the Authority with an exemption or waiver certificate. The Authority will provide the Contractor with written confirmation of any such withholding and remittance.

Disbursements and Expenses. The Contractor agrees that in no event shall any expenses or disbursements be payable by the Authority, nor shall the Authority be in any way liable for the same, unless such disbursement or expense was pre-approved in writing by the Authority and supporting documentation is provided to the Authority along with the invoice for the same.

9.0 Fee Increases

Unless otherwise specified in the Contract, all prices and fees set out in the Proposal, a copy of which is attached hereto at **Schedule "2"**, are the maximum prices and fees to be charged for the Services during the term of the Contract.

Any additional Services not within the scope of the Contract must be offered by the Contractor at a price that is not higher than the Contractor's published prices at the time that the Contract is executed (where not

published, then at commercially reasonable and competitive prices) and must not increase until completion of the project or, where the Contract is for a defined term, then for the term of the Contract.

10.0 Termination

The Authority may terminate this Contract:

- (1) at any time for convenience upon one hundred twenty (120) days' written notice to the Contractor; or
- (2) immediately upon written notice if the Contractor becomes insolvent, or is made the subject of bankruptcy, conservatorship, receivership, or similar proceedings.

Each party may also terminate this Contract, without prejudice to the other party's rights hereunder if the other party breaches any provision of, or any of its obligations under, this Contract or the Schedules attached hereto and fails to remedy such breach within five (5) business days following notice thereof (or such extended period of time as may be agreed upon by the parties to remedy such breach if it cannot reasonably be cured within five (5) business days).

11.0 Consequences of Termination

Upon expiration or termination of this Contract, the Authority shall pay the Contractor for all of the Services provided to, and accepted by, the Authority prior to expiration or termination and for all pre-approved expenses reasonably and properly incurred by the Contractor prior to expiration or termination, if payable pursuant to Section 8 (Fees and Invoicing) and further, upon such termination of this Contract, the Contractor shall have no further obligation to provide the Services, subject to its Warranty obligations below, and the Authority shall have no obligation to pay the Fees or make any other payments hereunder.

In the event of termination for cause by the Authority, the Authority may set-off any unpaid amounts due to the Contractor under this Contract, against any amounts owing by the Contractor to the Authority hereunder (including any amounts required to indemnify the Authority pursuant to Section 13 (Liability and Insurance), as determined by the Authority in its sole discretion) and any costs that the Authority may incur to supply the Services necessary to complete the Project.

Upon termination, if the Contractor owes any amounts to the Authority, including after any set-off made by the Authority pursuant to Section 8 (Fees and Invoicing), the Contractor shall promptly pay such amounts to the Authority.

Upon termination of this Contract, the Contractor shall immediately return to the Authority all records, files, lists, documents (including electronic material), equipment, software, intellectual property and any other property belonging to the Authority and/or the Authority's Representative, unless otherwise directed by the Authority in writing.

12.0 Indemnity

The Contractor hereby undertakes to indemnify and save harmless (but not defend) the Authority, the members of the Authority's Board, the Authority's employees, agents, and legal representatives, and the Corporation of the City of Windsor and the Corporation of the County of Essex, and their respective elected officials, officers, employees, and agents and other representatives from and against any and all losses, claims, demands, debts, actions, causes of actions, damages, penalties, interest, costs or expenses (including reasonable legal fees and disbursements) or liability to the extent caused by:

- (1) the negligent or wrongful acts or omissions of the Contractor or its employees and/or agents, including the Contractor's Representative, arising in connection with this Contract and/or the Schedules attached hereto;
- (2) any and all breaches by the Contractor or its employees and/or agents, including the Contractor's Representative, of any representations, warranties, covenants, terms or conditions of this Contract or the Schedules attached hereto; and/or
- (3) any employee source deduction, employer contribution or other employer/employee obligation, including interest and penalties thereon, which the Authority may be assessed or otherwise may incur under any federal, provincial, state or municipal law as a result of a federal, provincial or municipal governmental department or agency, authority or competent tribunal determining that the Representative is considered an employee of the Authority; and any claim by any third party that the Services or Deliverables infringe the Intellectual Property Rights of any person.

13.0 Liability and Insurance

The Contractor shall provide a Certificate of Insurance and shall include the Authority as an additional insured, with the following coverage being required to be in place by the Authority at all times during the Contract and the guarantee/warranty or maintenance period of the Contract, at the sole, entire, and absolute expense of the Contractor:

- (1) Commercial General Liability Insurance including but not limited to bodily injury including death, personal injury and property damage having an inclusive limit of not less than **five million dollars (\$5,000,000) per occurrence;
- (2) Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than **five million dollars (\$5,000,000) per occurrence and for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Proponent for the provision of services. Proof of automobile insurance will not be required if the Proponent provides a signed letter stating that they do not own or lease vehicles;
- (3) Non-Owned Automobile Liability Insurance in standard form having an inclusive limit of not less than **two million dollars (\$2,000,000) per occurrence in respect of vehicles not owned by the Proponent, that are used or operated on its behalf for the provision of services under this Contract;
- (4) **Umbrella and/or Excess Liability Insurance policies may be applied to increase liability limits for coverages indicated by double asterisks (**). Certificate(s) of insurance must specify the underlying policies (**) to which the umbrella/excess coverages apply and indicate any applicable aggregates.
- (5) Contractors Environmental Insurance for gradual and/or sudden pollution events including cleanup expenses and, if applicable, transportation risks including loading and unloading exposures providing coverage in an amount of not less than two million dollars (\$2,000,000) per claim. Coverage must be maintained in force for twelve months following the termination of this Contract.
- (6) Property Insurance, All Risk, Replacement Cost basis with respect to loss or damage of its own property and property of the Authority in Proponent's care, custody and control, used in connection with the Contract.

Each of the said policies shall contain a cross-liability/separation clause and the following shall be named as additional insured in the policies of insurance referenced above:

- (1) Essex-Windsor Solid Waste Authority
- (2) The Corporation of the City of Windsor
- (3) The Corporation of the County of Essex

The Contractor expressly understands and agrees that the coverage provided by the policies referenced above 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;

be maintained continuously during the course of carrying out the Contract, or for such period of time as may be required after completion of the Contract, as deemed necessary by the Authority;

Throughout the Term of the Contract, the Contractor shall, at any time requested by the Authority, provide a copy of the Contractor's Worker's Compensation Certificate, showing the Contractor's Worker's Compensation Certificate is in good standing;

Deposit with the Authority such evidence of its insurance as provided in or required under this Contract, and must be in a form and issued by an insurance company satisfactory to the Authority, that is licensed to carry on business in Ontario;

The Proponent shall furnish to the Authority, on written request, certificates of all such policies. The Proponent agrees that if it fails to take out or to keep in force such insurance or if it fails to provide a certificate of every policy and evidence of continuation of coverage as herein provided, the Authority shall have the right to take out such insurance and pay the premium therefor and, in such event, the Proponent shall pay to the Authority the amount paid as premium plus fifteen percent (15%), which payment shall be deemed to be Additional Services payable on the first day of the next month following payment by the Authority;

Such other forms of insurance as may be reasonably required by the Authority from time to time (e.g., a result of change in law);

The Proponent at all times during the course of the work will indemnify and save harmless the Authority from and against all claims and demands whatsoever.

14.0 Change Orders

The Authority or the Contractor may, at any time, propose a change to **Schedule "1"**, or to the Services or Deliverables outside the scope of **Schedule "1"** provided that no changes to this Contract are valid unless made in writing and mutually agreed by the parties.

Where a change is proposed, the Party proposing the change shall submit a written change order request to the other Party.

If the change order request is accepted in writing by both Parties, the additional or changed Services or Deliverables (as applicable) shall be supplied at the prices stipulated in the Contract or, where such prices are not listed, then at prices mutually agreed to in writing.

For greater certainty, where no prices have been clearly agreed to in writing in connection with a change order, then the prices last agreed to in the Contract shall apply for purposes of calculating the cost of Services or Deliverables.

15.0 Non-Exclusivity

Subject to any conflict of interest, nothing in this Contract shall prohibit or restrict the Contractor and the Representative from contracting with or being engaged in any capacity in promoting, undertaking, providing services to or in any way being involved with another person, firm or entity.

Nothing in this Contract shall prohibit or restrict the Authority from contracting with or engaging in any capacity any person to provide services or perform work for the Authority that are similar to or compete with the Services or provided by the Contractor hereunder.

16.0 Accessibility for Ontarians with Disabilities Act (AODA)

The AODA standards apply to Ontario businesses and non-profits. The Authority of Essex is actively participating in meeting the accessibility standards in Ontario.

Any third-party Contractor who contracts with the Authority, must comply with the requirements of the AODA.

Proponents shall ensure that any information, goods or service provided to or on behalf of the Authority conforms with:

-
- 1) Ontario Regulation 429/07 Accessibility Standards for Customer Service;
 - 2) Ontario Regulation 191/11 Integrated Accessibility Standard; and
 - 3) World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 Level AA.

The successful Proponent may contact AbleDocs (www.AbleDocs.com), to procure the necessary services to ensure that any and all deliverables are AODA compliant or for document remediation at its own expense.

Should the successful Proponent fail to comply with providing deliverables that comply with the requirements of the AODA, and the regulations thereto, the Authority shall contract with AbleDocs, or another qualified service provider, to remediate the deliverables and the successful Proponent shall immediately reimburse the Authority for the costs of same.

17.0 Intellectual Property

“Intellectual Property Rights” means all intellectual and industrial property rights of the Authority which include rights to inventions and patents for inventions, including reissues thereof and continuations in part, copyright, designs and industrial designs, trademarks, know-how, trade secrets and confidential information, and other proprietary rights. Subject to any applicable provisions of the Schedules, the Contractor agrees that upon full payment of all monies properly owed to the Contractor, the Authority shall be the exclusive owner of all Intellectual Property Rights howsoever created or developed by the Contractor, whether by it alone or jointly or with the contribution or assistance of others arising out of its engagement with the Authority, including without limitation all Intellectual Property Rights in the Deliverables. The Authority agrees, to the fullest extent permitted by law, to indemnify and hold the Contractor harmless from any claim, liability or cost (including reasonable attorney’s fees and defense costs) arising or allegedly arising out of any reuse or modification of the Intellectual Property by the Authority or any person or entity that obtains the Intellectual Property from or through the Authority.

The Contractor further agrees that it has no rights in any such Intellectual Property Rights and hereby assigns to the Authority all rights, title and interest that may accrue to the Contractor as a result of its engagement with the Authority. The Contractor hereby undertakes and agrees to cause the Contractor and the Contractor's Representative to waive all moral rights and droits de suite that either the Contractor or the Contractor's Representative now or in the future may have to the Intellectual Property Rights. Each of

the Contractor and the Contractor's Representative agree that all Deliverables and other works created in full or in part by the Contractor may be maintained, changed, modified and/or adapted by the Authority without consent of either the Contractor or the Contractor's Representative.

Notwithstanding the foregoing, the Contractor and the Authority may agree in writing that certain identified and designated Intellectual Property Rights will remain with the Contractor.

The Authority acknowledges that Contractor and the Contractor's Representative possess knowledge and expertise relating to the subject matter of the Services and Deliverables and may be contributing pre-existing materials to the Deliverables which may include intellectual property rights ("**Contractor Background IP**"). Nothing in this Contract is intended to transfer to the Authority any rights in the Contractor Background IP, which shall remain the property of the Contractor. To the extent that any Contractor Background IP is included in any Deliverables, the Contractor hereby grants to the Authority a perpetual non-exclusive right and license to use the Background IP to the extent reasonably necessary to exercise the Authority's rights in the Deliverables.

18.0 Confidentiality

All specifications, drawings, patterns, samples and other information furnished to the Contractor by the Authority in connection with the Contract 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 Contractor. The Contractor 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 Section 18 until destruction of such confidential information.

This Contract 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. Contractor shall at all times take all measures reasonably necessary, including those set out in any instructions issued by the Authority, for the protection of the same.

The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Contractor 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.

19.0 Compliance with Laws

The Contractor acknowledges that the Authority is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c M.56 ("**FOI Legislation**") and that information provided to or from the Authority in connection with this Contract may be subject to the provisions of these acts and other applicable law.

Without limiting anything else in this Contract, the Contractor hereby covenants and agrees that it shall comply with all duties and obligations as set out in all applicable laws, as amended from time to time, and shall make all reasonable efforts to assist the Authority in complying with the Authority's duties and obligations as set out in and which arise from law applicable to this Contract or to the Services and Deliverables provided hereunder.

20.0 Financial Audit

The Contractor shall keep proper accounts and records of the cost relating to the Services and Deliverables, including all invoices, receipts and vouchers.

If this Contract includes payment for time spent by the Contractor, its employees, Representatives, agents or subcontractors providing the Services and Deliverables, the Contractor must keep a record of the actual time spent each day by each individual providing any part of the Services and Deliverables.

Unless the Authority has consented in writing to its disposal, the Contractor must retain all the information described in this section for seven (7) years after either:

- (1) the Contractor receives the final payment under this Contract; or
- (2) until the settlement of all outstanding claims and disputes, whichever is later.

During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of the Authority, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information the Authority or its representatives may, from time to

time, require to perform a complete or partial audit of this Contract. Notwithstanding the foregoing, the Authority's right to inspect, copy and audit shall not extend to the composition of the Contractor's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

Where such audit or inspection discloses an overpayment by the Authority, the Authority shall have a right to set-off the amount of such overpayment against future Contractor invoices issued pursuant to this or any other Contract and, to the extent that the Authority's right of set-off is not exercised or not adequate to cover such overpayment, the Contractor shall be responsible for promptly repaying such overpayment.

21.0 Subcontractors

The Contractor may subcontract portions of the work pursuant to this Contract provided that the Contractor shall be liable for its subcontractors' compliance with the Contract.

22.0 Relationship

The Contractor shall render the Services hereunder as an independent Contractor and that the Contractor's employees and/or agents, including the Representative, are not employees of the Authority.

Neither the Contractor nor any of its employees and/or agents, including the Representative, shall have any right to any the Authority employee benefit, entitlement or advantage.

Nothing in this Contract shall be construed as creating a partnership, joint venture or agency relationship between the parties, or as authorizing either party to act as agent for the other or to enter into any contracts on behalf of the other party. Neither the Contractor nor the Representative is authorized to bind or commit the Authority, either actually or apparently, in any manner whatsoever, without express prior written consent from the Authority to do so.

23.0 Dispute Resolution

The parties agree that any dispute between the parties under this Contract shall be resolved in the following manner.

The parties shall first endeavour to resolve any such dispute matter or matters by good-faith negotiation, which shall conclude when: (a) the

parties reach an agreement settling the dispute; (b) a party declares impasse; or (c) thirty (30) days following the start of the negotiations have expired. If requested in writing by either the Authority or the Contractor, the Authority and the Contractor shall attempt to resolve any dispute between them arising out of or in connection with this Contract by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties.

If a dispute cannot be settled within a period of thirty (30) calendar days with the assistance of a mediator, if mutually agreed by the Parties, the dispute may be settled by binding arbitration subject to the terms of the *Arbitration Act, 1991*, S.O. 1991, c. 18. Failing the Parties agreeing to proceed to resolve any dispute by way of arbitration, the Parties may exercise any and all rights they may have to resolve the dispute. However, notwithstanding the foregoing, in no case shall a dispute between the Parties, or involving either of them, delay the supply of the Services or Deliverables and completion of the Project.

24.0 Severability

All notices and communications hereunder shall be in writing and shall be either (a) delivered personally, (b) delivered by commercial courier service, (c) sent by registered or certified mail to the postal address indicated below or such other address as may hereafter be designated in writing in accordance herewith, or (d) transmitted by facsimile or e-mail address indicated below:

To the Contractor:

Company Name.
Address
City, Ontario, postal code
Tel: 519-XXX-XXXX
Email:

To the Authority:

Essex Windsor Solid Waste Authority
360 Fairview Avenue West, Suite 211, Essex, Ontario, N8M 3G4
Tel: (519) 776-6441 ext.1225
Attention: Michelle Bishop
Email: MBishop@ewswa.org

Notices delivered personally shall be deemed to have been received when delivered; if delivered by courier, shall be deemed to have been delivered on the delivery date and time recorded by the courier in its delivery records; if transmitted by facsimile or by e-mail, shall be deemed to have been received when confirmed by the recipient as having been received and notices sent by certified or registered mail shall be deemed to have been received four (4) days after mailing.

25.0 Amendment, Waivers and Assignment

This Contract may be amended in whole or in part only by the express written agreement of the parties hereto.

No waiver of any provision of this Contract shall be implied, and no waiver shall be valid unless it is in writing and signed by the party waiving its rights. No waiver of any breach of any of the terms, provisions or conditions of this Contract shall be construed as or held to be a waiver of any other breach, or a waiver of, acquiescence in, or consent to, any further or succeeding breach hereof.

The Contractor may not assign its rights under this Contract without the prior written consent of the Authority, and any attempt to do so shall be a breach of this Contract and shall be void.

26.0 Entire Agreement

This Contract and the Schedules attached hereto constitute the entire agreement between the parties and supersede all previous negotiations, understandings and agreements, verbal or written with respect to any matters referred to in this Contract except as specifically set out in this Contract.

27.0 Governing Law and Attornment

This Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Without limiting the requirement to address disputes in accordance with Section 23 (Dispute Resolution) above prior to exercising any other right the Parties may have, each Party irrevocably and unconditionally attorns to the exclusive jurisdiction of the courts located in the Province of Ontario for the purpose of any action or proceeding brought by either of them in connection with this Contract or any alleged breach thereof.

28.0 Survival

The representations, warranties and other provisions in this Contract that by their sense and context are intended to survive completion of performance, expiration or termination of this Contract, shall so survive the performance, expiration or termination of this agreement as necessary to give effect to their intention.

29.0 Counterparts

This Contract may be executed in any number of counterparts, and may be executed electronically, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement. To evidence the fact that it has executed this Contract, a party may send a copy of its executed counterpart to the other party by electronic transmission and the signature transmitted by such transmission shall be deemed to be that party's original signature for all purposes.

30.0 Definitions

In this Contract, capitalized terms shall have the following meanings:

- (1) **AODA** has the meaning assigned in Section 16 (Accessibility for Ontarians with Disabilities Act).
- (2) **Background IP** has the meaning assigned in Section 17 (Intellectual Property).
- (3) **Consequential Damages** has the meaning assigned in Section 32 (Limit of Liability; Waiver of Consequential Damages).
- (4) **Contract** has the meaning assigned in Section 3 (Contract Documents).
- (5) **Contractor** has the meaning assigned in the preamble.
- (6) **Authority** has the meaning assigned in the preamble.
- (7) **Effective Date** has the meaning assigned in Section 5 (Term).
- (8) **Fees** means the prices and fees set out in Schedule "1" per the meaning assigned in Section 8 (Fees and Invoicing) and Section 9 (Fee Increases).
- (9) **FOI Legislation** has the meaning assigned in Section 19 (Compliance with Laws).

-
- (10) **Force Majeure** has the meaning assigned in Section 31 (Force Majeure).
- (11) **Intellectual Property Rights** has the meaning assigned in Section 17 (Intellectual Property Rights).
- (12) **Project** has the meaning assigned in Section 1 (Background).
- (13) **RFT** has the meaning assigned in Section 1 (Background).
- (14) **Services, Deliverables** have the meanings assigned in Section 4 (Supply of Services and Deliverables) and Services may be used to describe Services and Deliverables collectively.
- (15) **Term** has the meaning assigned in Section 5 (Term).

31.0 Force Majeure

In the event that either Party is delayed or unable to perform any part of its obligations under this contract due to circumstances that were not foreseeable and were beyond the reasonable control of such Party, including acts of nature or the elements, war, riot, insurrection, military action, terrorist activity, economic sanction, blockade or embargo, sabotage, flooding, earthquake, or action or restraint by the order or act of a government authority properly exercising its jurisdiction (each, an event of "**Force Majeure**"), such Party shall be excused from the performance of such obligation to the extent that performance is prevented, hindered, or delayed by such Force Majeure. For clarity, in no event shall lack of funds or economic hardship, failure to obtain necessary licenses or approvals, import or export restrictions or customs clearance or compliance, or strikes by or lockouts of unionized employees or other labour unrest constitute an event of Force Majeure. Upon the occurrence of a Force Majeure event, the affected Party shall notify the other Party of same and use its reasonable efforts to remedy or correct the delay or failure to perform as soon as possible. In no circumstances shall the Party prevented or delayed from performing any part of its obligations be liable to the other Party for any damage caused by the event of Force Majeure. In the event that such Force Majeure results in a delay exceeding thirty (30) days, the other Party may suspend the contract pending resolution of the Force Majeure, or terminate the Contract.

32.0 Limit of Liability; Waiver of Consequential Damages

The total amount of all claims the Authority may have against the Contractor under this Contract or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the higher of: i) the fees paid to the Contractor; or ii) the limit of insurance required to be maintained hereunder. This limit of liability shall not apply to claims arising under sections 13, 16, 17, 19, and 20.

Neither the Authority nor the Contractor, shall be liable to the other or shall make any claim for any incidental, indirect, consequential damages, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies ("**Consequential Losses**") arising out of or connected to this Contract. This Section shall not apply to Consequential Losses arising under sections 13, 16, 17, 19, and 20.

The parties hereto have each electronically executed this Contract by their respective and duly authorized signing officers.

**ESSEX-WINDSOR SOLID WASTE
AUTHORITY**

Per:

Per:

We have the authority to bind the Authority.

[COMPANY NAME]

Per: **Name, Position**

I have authority to bind the Contractor.

Schedule "1"

Scope of Work and Specifications

Effective Date: MMDD, 20XX

Commencement Date: MMDD, 20XX

Termination Date: MDDD, 20XX

Optional Years: MM DD, 20XX – MM DD, 202XX
MM DD, 20XX – MM DD, 20XX

Representative: Name
Mobile: (XXX)-xxx-xxxx

Representative the Authority: Name
Mobile: (XXX)-xxx-xxxx

Description of Services:

Fees

Total Cost of Contract

The fees and amounts set out in bid number RFT 2024-05-15 are in Canadian funds unless otherwise specified herein.

Please refer to Section 8 (Fees and Invoicing) of this Contract for further terms regarding the fees.

Schedule G

Conflict of Interest Declaration and Acknowledgment of Addendum Form

The undersigned, on behalf of the organization named below, hereby represents and warrants that diligent inquiry has been made within the organization and of persons involved or to be involved in preparing a Bid to determine whether a Conflict of Interest exists as set out in the following paragraphs:

- a) No Unfair Advantage. There is no situation in relation to the RFT process, where the Bidder has or may have an unfair advantage or has engaged in conduct directly or indirectly, that gives or may appear to give it an unfair advantage over other bidders. Circumstances which may result in an unfair advantage include, but are not limited to:
- listing, working with or in any way directly or indirectly consulting with anyone employed or engaged by the Corporation of the County of Essex, the Corporation of the City of Windsor, and/or the Essex-Windsor Solid Waste Authority (the "**Authority**") in the preparation of the Bid;
 - being in possession of, or having access to confidential information of the Authority that is: (a) relevant to the preparation of its Bid; (b) not likely to be available to other Bidders; or
 - communicating with any person with a view to influencing preferred treatment in the RFT process; or
 - engaging in any other conduct that compromises or could be seen to compromise the integrity of the RFT process.
- b) No Conflicting Corporate or Personal Interests. Should the Bidder be awarded the Contract, in relation to the performance of its contractual obligations with the Authority, the Bidder's other commitments, relationships or financial interests will not give rise to a conflict of corporate or personal interests. Circumstances which may result in a conflict of personal or corporate interests include, but are not limited to, any circumstance that:

- could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of the Bidder's or a decision-maker's independent judgement; or
- could or could be seen to compromise, impair or be incompatible with the effective performance of the Bidder's contractual obligations.

NO CONFLICT OF INTEREST

- The Bidder declares that there is NO actual, apparent or potential Conflict of Interest relating to the preparation of its response, and the Bidder does NOT foresee an actual, apparent or potential Conflict of Interest in performing the contractual obligations contemplated in the RFT.

POTENTIAL, APPARENT OR ACTUAL CONFLICT OF INTEREST

- The Bidder declares that there MAY be an actual, apparent or potential Conflict of Interest relating to the preparation of its response, and/or the Bidder foresees the potential of an actual, apparent or potential Conflict of Interest in performing the contractual obligations contemplated in the RFT.

Below are the details of the circumstances giving rise to the apparent or potential Conflict of Interest:

The Bidder hereby seeks clarification from the Authority on whether the Authority believes the above circumstances constitutes a Conflict of Interest and if so, whether there are any measures that may be implemented to manage the conflict that will allow the Bidder to participate in the RFT process.

I hereby acknowledge, on behalf of the Bidder, that the Authority may, upon discovering a potential, actual, or apparent Conflict of Interest at any time during the RFT process, or during the term of any Contract resulting from the RFT process, in its sole and absolute discretion without any liability whatsoever to the Bidder, require the Bidder to take steps to resolve or otherwise deal with a Conflict of Interest as a condition of eligibility to participate in this RFT

process or to provides Services under a Contract; reject the Bidder's Bid; or terminate the Contract for default.

ACKNOWLEDGMENT OF ADDENDA

- I hereby acknowledge, on behalf of the Bidder that I am in receipt of any and/or all Addenda(s) and that I have reviewed all that have been emailed or that have been uploaded to the EWSWA website at <https://www.ewswa.org/about-us/business-opportunities/>.

Signature of Bidder
Representative

Name of Bidder Representative

Title of Bidder Representative

Date

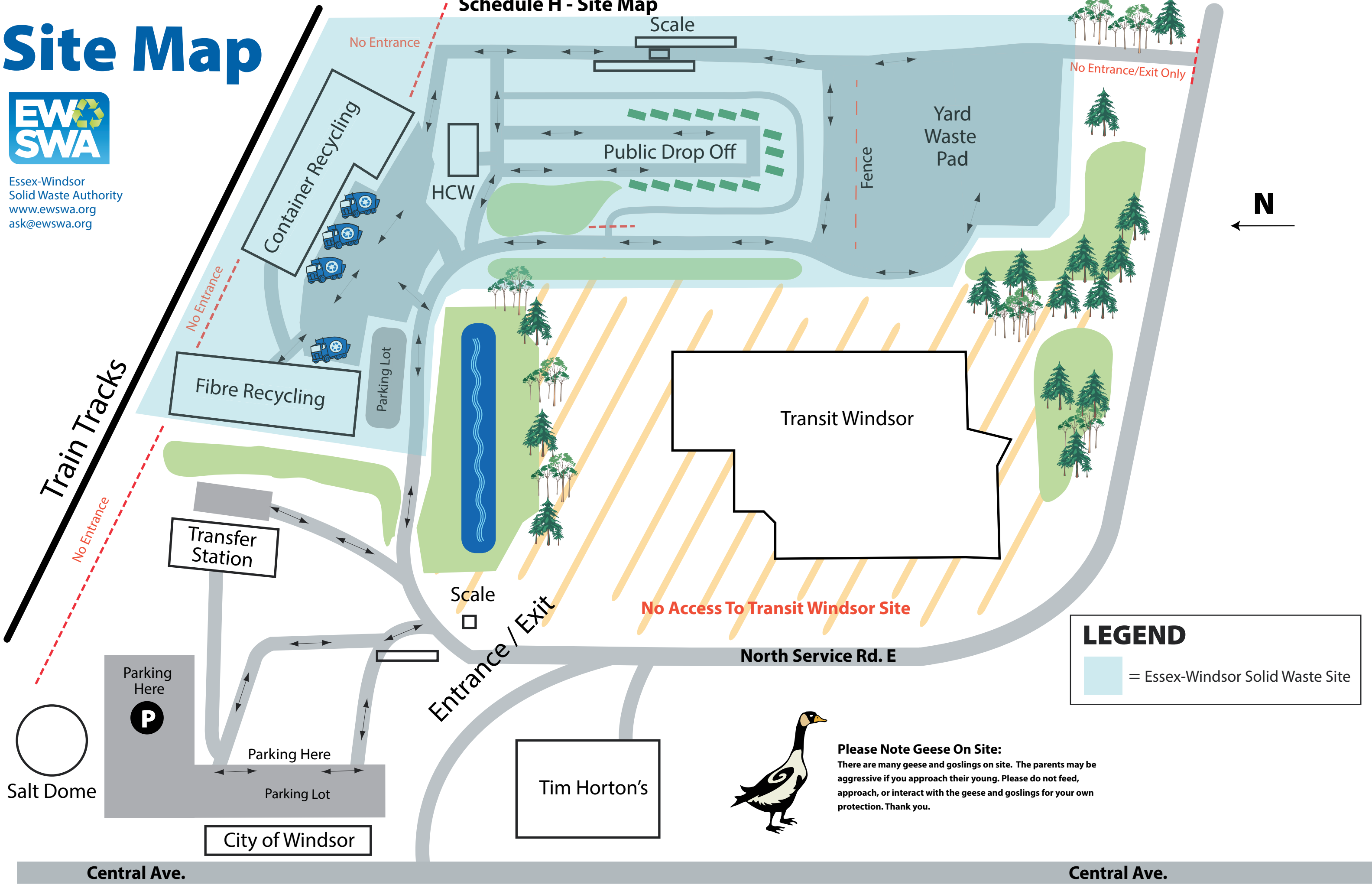
I have the authority to bind the Bidder.

Site Map



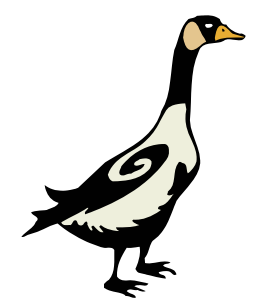
Essex-Windsor
Solid Waste Authority
www.ewswa.org
ask@ewswa.org

Schedule H - Site Map



LEGEND

 = Essex-Windsor Solid Waste Site



Please Note Geese On Site:
There are many geese and goslings on site. The parents may be aggressive if you approach their young. Please do not feed, approach, or interact with the geese and goslings for your own protection. Thank you.

No Access To Transit Windsor Site

Schedule I - Equipment List

List of Equipment

Fibre MRF

No Equip.	Description
C-1	Infeed chain roller conveyor
C-2	Inclined chain roller conveyor
C-3	Transfer slider bed conveyor
S-4	OCC disk screen
C-5	OCC inspection slider bed conveyor
C-6	OCC under transfer slider roller conveyor
C-7	Inclined slider roller conveyor
S-100	Fines screening rollers
C-8	High speed slider bed conveyor
Opt -9	Optical sorter
C-10	ONP transfer slider roller conveyor
C-11	Sorting slider bed conveyor
C-12	Reversible slider bed conveyor
C-13	Paper transfer slider roller conveyor
C-14	OCC/OBB slider bed conveyor
C-15	Residue bunker chain roller conveyor
C-16	Reclaim chain roller conveyor
C-17	Baler feed chain roller conveyor
B-18	American Baler
Compressor	ASD40 FOSS compressor system

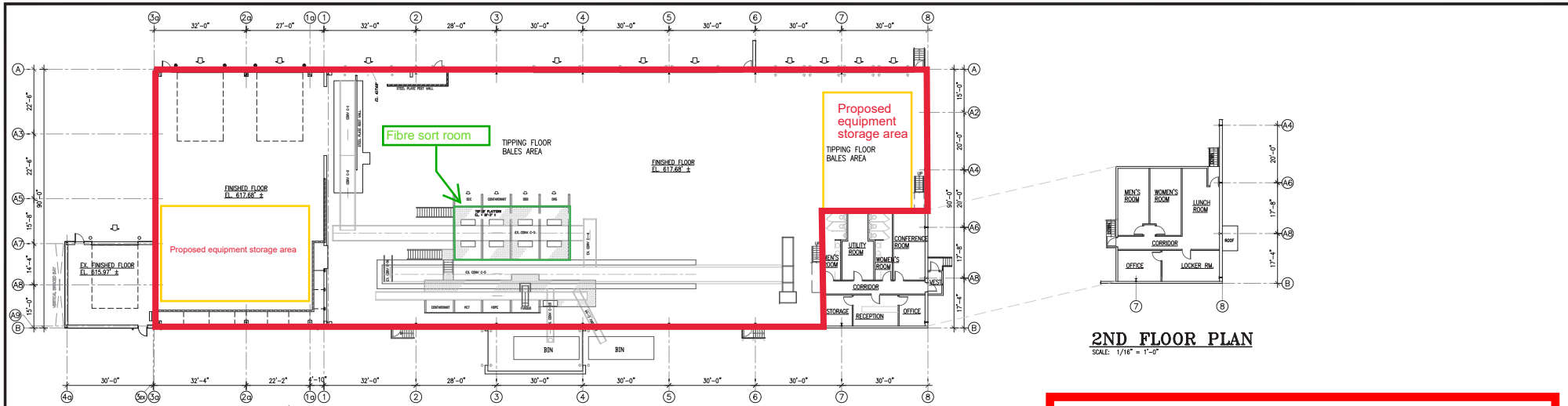
Schedule I - Equipment List

Container MRF

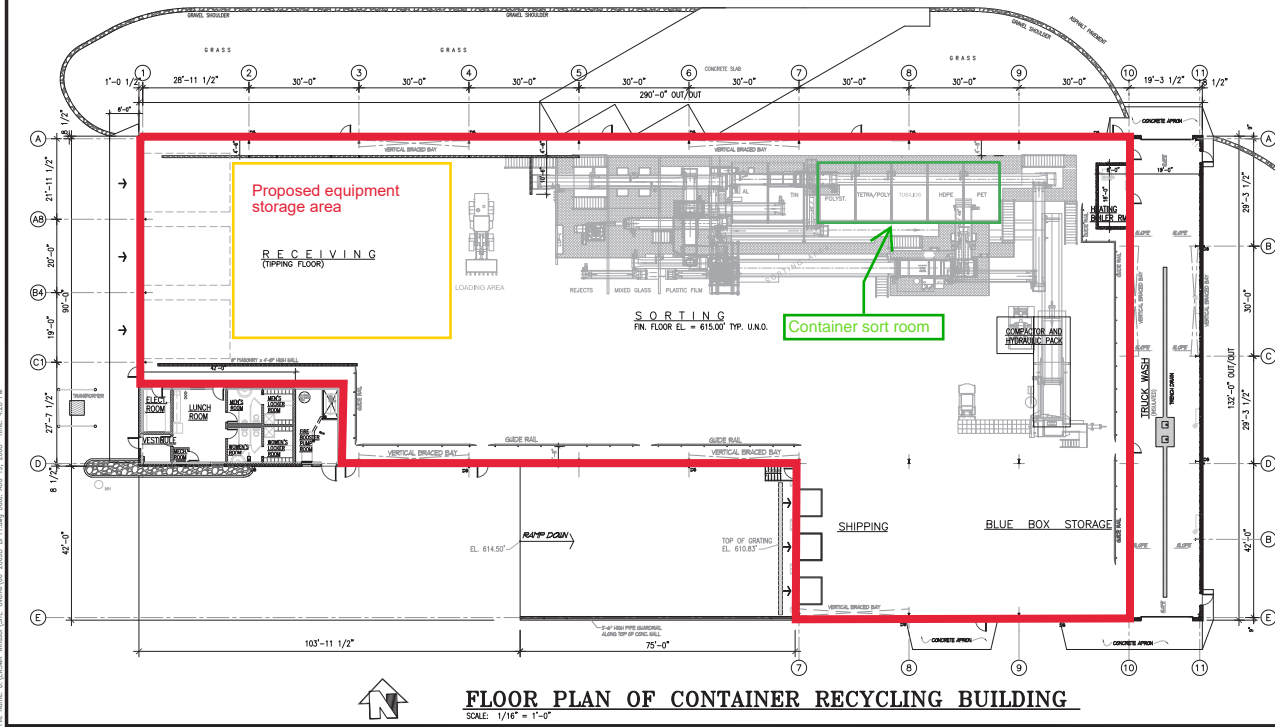
No Equip.	Description
C-1	Infeed chain roller conveyor
C-2	Incline chain roller conveyor
C-3	Pre-sort slider bed conveyor
C-4	Transfer slider roller conveyor
M-5	Electro magnet conveyor
C-6	Tin transfer slider roller conveyor
S-7	Fine disk screen
C-8	Fines transfer slider roller conveyor
AS-9	Heavy/light separator conveyor for fines
AS-10	Heavy/light air separator conveyor
C-11	Heavy sorting slider bed conveyor
C-12	Mixed glass transfer slider roller conveyor
PP-13	Plastic perforator
DS-14	Fine disk screen
C-15	Hopper feeder slider roller conveyor
C-16	Container transfer slider bed conveyor
OPT-17	Optical sorting machine
C-18	PET and HDPE inspection slider bed conveyor
C-19	Plastic return slider roller conveyor
C-20	Container transfer slider roller conveyor
C-21	Container transfer slider roller conveyor
C-22	Container sorting slider bed conveyor
ESC-23	Eddy Current separator
C-24	Aluminum sorting slider bed conveyor
AB-25	Air blower
C-26	Reject transfer slider roller conveyor
C-27	Reject transfer slider roller conveyor
C-28	Reject transfer slider roller conveyor
C-29	Reject transfer slider roller conveyor
C-30	Reject return slider roller conveyor
C-31	Residue transfer slider roller conveyor
C-32	Container sorting slider roller conveyor
C-33	Container transfer slider roller conveyor
C-34	Container transfer slider roller conveyor
C-35	Reclaim chain roller conveyor
C-36	Baller infeed chain roller conveyor
B-37	Harris Baler
Compressor	SK20 FOSS compressor system

Schedule J

Worksite and Equipment Storage Area



"Worksite" is defined as the area outlined in red



NO.	ISSUED FOR	DATE
3	FINAL	20 AUG '08
2	ISSUED	15 JUL '08
1	APPROVAL	02 JUL '08

PROJECT: **BUILDING FLOOR PLANS OF SOLID WASTE FACILITIES**
3560 NORTH SERVICE ROAD WINDSOR, ONTARIO

SHEET TITLE: **FLOOR PLANS OF FIBRE RECYCLING and CONTAINER RECYCLING BUILDINGS**

OWNER: **ESSEX-WINDSOR SOLID WASTE AUTHORITY**
360 PARKER AVE. WEST ESSEX, ONTARIO N6M 1Y6
(519) 776-6441, 1-800-563-3377, FAX: (519) 776-6370

FILE NO: 06-2069B
DWG. NO: BP-1

File Name: D:\DWG\Windsor\SWA\DWG\06-2069B-BP11.dwg Date: AUG 19, 2008 Time: 4:23 PM