



# **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

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## 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](mailto: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](http://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

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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

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- 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

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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 23<sup>rd</sup>, 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](mailto: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:

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- (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.



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## 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.

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- 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](mailto: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.

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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](mailto: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.

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## 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](mailto: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

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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;

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- 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.

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## 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

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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



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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.

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- 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.

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- 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.

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- 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

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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).

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## 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.

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## 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

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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.



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**"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".

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**"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;

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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;

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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

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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.

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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;

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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.



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## 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

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- 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.

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## 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;

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- 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.

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## **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

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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

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### **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

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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



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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**

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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.

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## 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:

<b>Fibre MRF Only</b>	<b>Container MRF Only</b>	<b>Both Container and Fibre MRF</b>
\$	\$	\$

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## 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:	

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**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	

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## 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	

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## 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	

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## Schedule E Subcontractors

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

<b>Company</b>	<b>Description of Work</b>	<b>Contact Person</b>	<b>Contact Phone Number</b>



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**Schedule F  
Draft Contract**

(Document attached)

**Schedule G**  
**Conflict of Interest Declaration and**  
**Acknowledgment of Addendum Form**

(Document attached)

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## Schedule H Site Map

(Document attached)

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Equipment**

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**Schedule I  
Equipment List**

**(Document attached)**

**Schedule J**  
**Worksite and Equipment Storage Area**

(Document attached)