ESSEX-WINDSOR SOLID WASTE AUTHORITY

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REQUEST FOR QUOTE

RFQ No. 2026-11-19

For the Sale of Scrap Metal

CLOSING DATE: Thursday, December 10, 2026- 12:00 P.M. (Noon), Local time

E-MAIL SUBMISSIONS ONLY

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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") 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
Email: tpolicella@ewswa.org
Phone: 519-776-6441 x1229

2.0 Introduction

2.1 This Request for Quote ("RFQ") is an invitation from the Essex-Windsor Solid Waste Authority (the "Authority") to Proponents to prepare and submit competitive offers for the provision of the **Sale of Scrap Metal** (the "Services") as further described in the Scope of Services attached hereto as Schedule A.

3.0 Background

3.1 The Authority is a municipal agency that was created by the City of Windsor and the County of Essex to manage solid waste on behalf of the City of Windsor and the seven County of Essex municipalities; Amherstburg, Essex, Kingsville, Lakeshore, LaSalle, Leamington, and Tecumseh. For additional information about the Authority please visit www.ewswa.org.

4.0 Term

4.1 The Contract resulting from this RFQ is estimated to commence January 1, 2027 and end June 30, 2027, a total of a six (6) month term.

5.0 RFQ Overview

5.1 Proponents should read this RFQ 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 RFQ.

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

6.0 RFQ Not Binding

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

7.0 Accessibility for Ontarians with Disabilities Act ("AODA")

7.1 The 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 confirm with the requirements of the AODA.

7.3 Proponents 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 Proponent 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 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 a qualified service provider to remediate the deliverables and the successful Proponent shall immediately reimburse the Authority for the costs of same.

8.0 Draft Contract

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

9.0 Questions, Clarifications and Addenda

9.1 Proponents should submit all questions and inquiries regarding the RFQ documents, the RFQ process and their submission not later than the deadline set out in this RFQ.

9.2 The Authority will make reasonable efforts to provide the Proponents 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 Proponents via email.

9.3 The Authority may in its sole discretion:

9.3.1 Edit questions(s) for clarity;

9.3.2 Answer similar questions from various Proponents only once.

9.4 The Authority may seek a written clarification from a Proponent where an unintentional non-substantial error has been observed. Any response, which leads to a substantial change in the bid is considered bid repair and will not be considered further.

9.5 At any time prior to the Submission Deadline, the Authority may issue an Addendum to this RFQ. Addenda, if any, will be emailed to all Proponents. The Authority reserves the right, but does not intend, to issue Addenda 4 days prior to the closing date of this RFQ.

9.6 Contact with the Authority personnel other than the individual may, in the sole discretion of the Authority, result in the disqualification of the Proponent and/or rejection of its submission.

9.7 Questions regarding the Service should be directed to the Manager of Waste Diversion, Cathy Copot-Nepszy via email at ccnepszy@ewswa.org.

9.8 Questions will be accepted until Monday, December 7, 2026 at 12:00 p.m. After this date, no further questions will be allowed in an effort to provide responses to all Proponents.

10.0 Submissions

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

10.2 Quotes must be e-mailed per the information below by the "Submission Deadline":

12:00 P.M. (Noon) Local Time on Thursday, December 10, 2026.

Teresa Policella – Executive Assistant
E-mail: tpolicella@ewswa.org

10.3 Proponents are required to submit its Quote prior to the Submission Deadline. It is the Proponent's sole responsibility to ensure that it is able to respond to the RFQ 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 Quote was received by the Authority.

10.4 A Proponent may amend any aspect of its Submission at any time on or before the Submission Deadline by submitting a complete replacement Submission. Where a Proponent submits more than one

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

10.5 Although Proponents are encouraged to attach any additional notes or documents to this package; the Authority requires that Proponents use the format and sheets provided in this package.

10.6 Proponents are required to contact the Authority office if e-mail attachments exceed 20MB.

11.0 Submission Requirements

The Proponent's submission shall include the following:

11.1 Quotations must be sent via e-mail by the Submission Deadline and per the direction of Section 10 of this RFQ.

11.2 A completed:

11.2.1 Schedule C- Bid Form

11.2.2 Schedule D- Proponent's Experience

11.2.3 Schedule E- Proponent's Information

11.3 Submissions by any other means other than via e-mail will not be accepted. The Schedules and Appendices should be completed fully and e-mailed per direction of Section 10 as the Quote.

12.0 Evaluation, Negotiation and Award

12.1 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.

12.2 The evaluation of submissions shall be comprised of the following stages:

12.2.1 Compliance: submissions will be reviewed to confirm compliance with all the mandatory requirements of the RFQ. Submissions meeting all the submission requirements will proceed to price evaluation.

12.2.2 Price: All bids submitted must be submitted on Schedule C's Bid Form. The Authority will calculate the Total Program Price [E] for each Program (I, II, III) scenario using the submitted Proponent's Bid Price [A]. The Authority reserves the right to award the Service to multiple Proponents to achieve the highest Total Program Price [E] for its Programs.

12.3 Subject to the provision of this RFQ, the Preferred Proponent(s) and the Authority shall enter into negotiation to finalize the terms of Contract.

12.4 If for any reason the Authority determines it is unlikely to reach complete agreement with the Preferred Proponent, the Authority may discontinue the discussion with the Preferred Proponent and proceed in any manner that the Authority may decide, in consideration of its own best interests including without limitation:

12.4.1 Terminating the RFQ and proceeding with some or all of the Services in some other manner including without limitation by engaging other Service Providers.

12.4.2 Inviting one of the other Proponents to enter into discussions to reach an agreement for the Services, commencing with the Proponent having the second-best score and so forth.

12.5 Where an agreement has been reached on the terms of the Contract, the Authority shall prepare a Contract for execution, which, subject to any negotiated changes as permitted by this RFQ, shall be in substantially the same form as the Contract and shall include all terms, conditions, requirements and obligations imposed by this RFQ.

13.0 Examination of the Site and Equipment

13.1 Proponents are required to satisfy themselves by personal examination of the site as to the conditions and materials that the Proponent will be submitting bids on. The submission of this RFQ shall be deemed proof that the Proponent has satisfied themselves as to all the provisions of the RFQ, of all the conditions which may be encountered, or any other matter which may enter into the carrying out of the RFQ to a satisfactory conclusion. No claims will be entertained by the Authority from the Proponent that they were uninformed as to any of the provisions or conditions intended to be

covered by this RFQ. For the Authority's site hours of operation and closure please visit www.ewswa.org.

14.0 Qualification of Proponents

14.1 All Proponents shall be required to demonstrate to the satisfaction of the Authority that they have expertise to perform the services required by the specifications, and shall furnish such information and/or proof of these qualifications. No Services will be awarded to any Proponent who, as determined by the Authority, is not qualified to perform the necessary service due to any unsatisfactory record, or inadequate experience, or who lacks the necessary organization and equipment to conduct and complete the service in strict accordance with the specifications. The Authority is requesting, as a minimum, three (3) years of service experience relative to this RFQ.

15.0 Indemnity

15.1 The Proponent shall indemnify and save harmless the Authority from all losses, damages, expenses, actions, causes of actions, suits, claims, demands and costs whatsoever which the Authority may suffer or incur, directly or indirectly, any breach by the Proponent or by any of its servants, agents, employees or Proponents of any of the terms, covenants or provisions of this RFQ or of any failure, neglect or refusal by the Proponent to comply with as a result of the terms of this RFQ.

15.2 Without restricting the generality of the foregoing, the Proponent's obligation to indemnify and hold harmless the Authority, shall extend to and include damages to a third party for bodily injury or property damage caused by or contributed to by the Proponent, or any of its servants, agents, employees or Proponents while engaged in Services.

16.0 Force Majeure

16.1 If any of the facilities of the Authority, City of Windsor or County of Essex are not available to the Proponent or the Authority is delayed in the performance of any of its obligations by any act of God, acts, regulations or decrees of any government, natural phenomena, war, strikes, lockouts, freight embargoes, fire, plant breakdown, process upset or any other cause, whether similar or dissimilar, beyond its reasonable control, then:

a) the Authority shall not have any liability to the Proponent;

b) the Proponent 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.

17.0 Terms and Conditions of the RFQ Process

17.1 Proponents should structure their Quote in accordance with the instructions of the RFQ.

17.2 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.

17.3 By submitting a Quote, the Proponent is representing, warranting and certifying to the Authority as follows:

17.3.1 It has carefully examined, read and understood the RFQ and confirms that it has received the entirety of the RFQ and has all necessary information to submit its Quote.

17.3.2 It has read, understood and accepted all Addenda issued by the Authority.

17.3.3 It has made or submitted all necessary questions or clarification with respect to the RFQ.

17.3.4 Its Quote is based on the terms and conditions of the RFQ and all Addenda.

17.3.5 It acknowledges and accepts all terms and conditions and obligations set out in the RFQ and all Addenda.

17.3.6 Its Quote has been prepared and submitted without collusion or fraud, and in fair competition with other Proponents.

17.4 It has the financial and technical capability to carry out the Services in the manner set out in the RFQ.

17.5 Any failure of a Quote or a Proponent to meet the requirements of this RFQ may result in disqualification of the Proponent or rejection of its Quote.

17.6 The Authority makes no representation or warranty as to the accuracy or completeness of any information provided by it in connection with this RFQ and disclaims all express and implied representations, warranties, and conditions in connection with this RFQ.

17.7 Proponents are responsible to conduct any examinations deemed necessary by the Proponent for the proper preparation of a Quote. Nothing in this RFQ shall relieve the Proponent from undertaking all investigation and clarification on all matters related to this RFQ. No allowance will be made for additional costs nor will any claim be considered in connection with conditions or circumstances that could have been reasonably ascertained by the Proponent had reasonable efforts been made prior to the Submission Deadline.

17.8 Proponents are responsible to ensure that they have received the complete RFQ, plus any Addenda. A submitted Quote will be deemed to have been prepared based on the entire RFQ, which includes any Addendums issued prior to the Submission Deadline. The Authority accepts no responsibility for any Proponent lacking any portion of the RFQ.

17.9 Each Proponent acknowledges by its submission of a Quote that it has investigated and satisfied itself of the requirements for the Services. Each Proponent further acknowledges and represents that its investigations have been based on its own examination, knowledge, information, and judgment, and not upon any statement, representation, or information made or given by the Authority or any other Representative of the foregoing, other than the information contained in this RFQ.

18.0 Reservation of Rights

18.1 Notwithstanding, and without limiting, any other provisions of the RFQ, the Authority reserves the right, in its unfettered discretion, to:

18.1.1 Seek clarification of a Quote from a Proponent and consider such clarifying explanations in the evaluation of its Quote.

18.1.2 Amend the scope, schedule, or details of the Services, or modify, cancel, amend, supplement, clarify or suspend the whole or any part of this RFQ at any time for any reason.

18.1.3 Accept or reject any Quote or disqualify a Proponent based on a failure to comply with the requirements or provisions of this RFQ.

18.1.4 Waive any material or non-material deficiency, irregularity or non-compliance with the requirements of this RFQ.

18.1.5 Disqualify any Proponent whose Quote contains misrepresentations or any other inaccurate or misleading information relating to matters which the Authority, in its sole discretion, considers material.

18.1.6 Cancel this RFQ at any time up until execution of the Contract/Services Agreement by the Authority and the Preferred Proponent(s).

18.1.7 Re-advertise for new quotations, call for Quotes, or enter into negotiations for the Services or for services of a similar nature following termination of this RFQ.

18.1.8 Verify with any Proponent or with a third party any information contained in or submitted as part of the Quote.

18.1.9 Amend any terms and conditions of this RFQ and of the business opportunity described in this RFQ including severing any portion of this RFQ.

18.1.10 Change the dates, schedule, deadlines, process and requirements described in this RFQ.

18.1.11 Request additional information, or seek clarification or confirmation, from any or all Proponents in connection with any or all Quotes.

18.2 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, at its sole discretion:

18.2.1 Impose at any time on all Proponents additional conditions, requirements or measures with respect to bidding or procurement practices or ethical behavior of the Proponent.

18.2.2 Notwithstanding anything to the contrary in this RFQ, this RFQ does not commit the Authority in any way to proceed to select a Preferred Proponent or enter into a Contract/Services Agreement and, the Authority may at any time (whether before or after the Submission Deadline) terminate the RFQ and elect to proceed with the Services in some other manner without any liability whatsoever to any Proponent.

19.0 Compliance with Laws, Regulations and Policies

19.1 The Proponent shall comply with all labour, police, health, sanitary and other laws and regulations imposed by public bodies having jurisdiction during the Term of this RFQ.

19.2 All federal, provincial and local laws and regulations, as well as policies established by the Authority, now or subsequently enacted, shall become a part of this RFQ and be complied with in the performance of all parts of the Services. The Proponent shall enforce provisions of policies established by the Authority, where such policies provide for such enforcement. This may include, but not be limited to a requirement to discipline persons who fail to comply with such policies, including ejection of the offending persons from the Site.

19.3 The Proponent shall be, or shall become, familiar with all such laws, regulations and policies which in any manner affect the performance of this RFQ, those engaged or employed in the Services, or affect facilities or equipment used in the Services, or which in any way may affect the conduct of the Services and no plea of misunderstanding will be considered on account of ignorance thereof. Without limiting the generality of the aforesaid, it shall be the Proponent's responsibility to comply with:

- Workplace Safety and Insurance Act
- Occupational Health and Safety Act

- Safety or other Policies established by the Authority;
- Construction Lien Act and regulations.

19.4 The Proponent shall indemnify and hold harmless the Authority, the County of Essex, and the City of Windsor and its employees against and from all suits or actions arising from any Health and Safety violations as well as the cost to defend such charges as a result of any violation of conditions intended to be covered by this RFQ.

20.0 Limitation of Liability

20.1 Each Proponent agrees that in no event will the Authority, nor any of its Representatives, be liable, under any circumstances, to reimburse or compensate the Proponent in any manner whatsoever for losses of any nature whatsoever, including costs of preparation of a Quote, cost of participation in the processes described in the RFQ, loss of anticipated profits, loss of opportunity or for any other matter. Without limitation, each Proponent specifically agrees that it will have absolutely no claim against the Authority nor any of its Representatives of the Authority for any reason whatsoever and the Authority shall have no liability to the Proponent whether in contract, tort, equity or other principle of law, including without limitation if the Authority:

20.1.1 Does not select a Preferred Proponent;

20.1.2 Suspends, cancels or in any way modifies the Services, the RFQ; or

20.1.3 Accepts any compliant or non-compliant Quote.

20.2 Each Proponent waives any and all claims for compensation whatsoever for all losses of any nature, whether direct or indirect and whether foreseeable or not, including for loss of profits or loss of opportunity.

20.3 If, notwithstanding the above, a Proponent is determined by a court of competent jurisdiction to be entitled to compensation arising from this RFQ or for the actions of the Authority or any Representative, including without limitation any exercise of the Authority's sole and absolute discretion, Proponents expressly acknowledge and agree by submitting a Quote 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).

21.0 Proponent's Cost

21.1 Each Proponent is solely responsible for all costs it incurs in the preparation of its Quote, 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.

22.0 Interpretation

22.1 In this RFQ, except to the extent the context or the express provisions of this RFQ otherwise require:

22.1.1 The words "include", "includes" or "including" are to be construed as meaning, "include without limitation", "includes without limitation" or "including without limitation", respectively.

22.1.2 The words "must", "shall", and "required" mean a mandatory condition that must be met in a substantially unaltered form in order for the Quote to receive consideration.

22.1.3 The words "should" and "desirable" mean a recommended condition having a significant degree of importance to the objectives of the RFQ, 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 RFQ Process in a manner permitted under Section 22 Reservation of Rights.

22.2 If there is any inconsistency between this RFQ and any of its appendices or the other RFQ documents, the terms of this RFQ shall prevail to the extent of the inconsistency.

23.0 Applicable Law

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

24.0 Severability

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

25.0 Definitions

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

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

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

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

"**Preferred Proponent(s)**" means the Proponent(s) selected by the Authority to perform the Services pursuant to the terms of this RFQ.

"**Proponent**" means a Person who submits a quote in response to this RFQ.

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

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

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

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

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

"**Quote**" means a submission submitted by a Proponent in response to this RFQ.

Schedule A
Scope of Work

1.0 Background

1.1 The Authority owns and operates three public drop off locations around the Essex-Windsor region:

1.1.1 Public Drop Off located at 3560 North Service Road in Windsor,

1.1.2 Kingsville Transfer Station located at 2021 County Rd. 31 in Kingsville, and the

1.1.3 Essex-Windsor Regional Landfill located at 7700 County Road 18 in Essex.

At these locations, the general public and small businesses are able to drop off scrap metal, as well as, any other solid waste. While staff or contractors oversee these areas, direct supervision at drop points does not exist once a site customer is instructed on which bins they need to drop their solid waste off at as many come with mixed loads of solid waste (e.g., vehicles with scrap metal, blue box recycling, garbage).

1.2 At these public drop off sites, the Authority has a designated scrap metal recycling area that is set-up specific to the site:

- Public Drop Off (Windsor)
  - Non-ferrous miscellaneous mixed 40 cubic yard bin
  - Ferrous miscellaneous mixed 40 cubic yard bin
  - Miscellaneous white goods/appliances 40 cubic yard bin
- Regional Landfill (Essex) & Transfer Station 2 (Kingsville)
  - Ferrous miscellaneous mixed 40 cubic yard bin

1.3 Once a scrap metal program bin is full, the Authority's hauler will weigh the bin onsite and deliver it to the Successful Proponent's delivery site.

2.0 Requirements

2.1 The Authority is seeking the Proponent to submit bids on various types of scrap metals that are dropped off at any or all of the Authority sites. These scrap metals will be segregated into their own 40 cubic yard container by others at the Authority site prior to delivery in the categories described below. The following describes

the types of scrap metals that the Authority has for sale under this RFQ:

2.1.1 Type #1 - Miscellaneous White Goods/Appliances

This includes items such as: washers, dryers, stoves, hot water tanks, dishwashers, microwaves, etc. Note: No items containing refrigerants will be included in this container.

2.1.2 Type #2 – Ferrous Materials Miscellaneous Mixed

This includes all other ferrous metals received (e.g., chairs, cabinets, household items, sinks, doors, piping, bathtubs, electric motors, car parts).

1.2.3 Type #3 – Non-Ferrous Miscellaneous Mixed

This will include all non-ferrous metals received such as barbeques, lawn chairs, siding, storm doors and window frames, ladders, eaves troughs, etc.

1.2.4. No items containing refrigerants shall be included in any container shipped from the Authority.

2.2 The Successful Proponent will be required to provide evidence and supporting documentation for any markdowns to the Authority immediately within 2 hours of receipt of any loads or else the markdown will be null and void. The Authority has the right to challenge the markdown and the final discretion to approve the claimed markdown by the Proponent.

2.3 At times, non-confirming material, "Residue", may be present in scrap metal loads that the Proponent purchases from the Authority. Residue may be returned to the Authority's site of origin at no cost, however, the Authority will not pay for the associated shipping costs or other associated costs.

2.4 Tonnage estimates for each type of scrap metal are located in Schedule B and are based on annual program historical tonnages. Schedule B is for informational purposes only.

2.5 Proponents are required to use Schedule C to submit their Bid. Proponents should record their Bid Price in the "Proponent Bid Price" field within Schedule C.

2.6 The Proponent's scrap metal delivery site may affect final award for this sale of scrap metal contract. The Proponent's delivery location must be in the City of Windsor or the County of Essex.

Schedule B
Annual Historical Scrap Metal Program Tonnages

Annual historical Scrap Metal Program Tonnages noted in this Schedule are provided for information purposes only and to provide Proponents with an understanding of the general magnitude of the annual scrap metal program.

Program I – Windsor Public Drop Off Site

Material Types	(Tonnes per Year)		
	2023	2024	2025
Non-Ferrous Miscellaneous Mixed	10	11	15
Ferrous Materials Miscellaneous Mixed	306	309	319
Miscellaneous White Goods/Appliances	54	58	74

Program II – Regional Landfill & Transfer Station 2 Sites

Material Types	(Tonnes per Year)		
	2023	2024	2025
Ferrous Materials Miscellaneous Mixed	36	45	48

Schedule C
Bid Form

Schedule C's Bid Form lists six (6) month Estimated Program Tonnes [B] for evaluation purposes. Tonnages sold to the Successful Proponent are not guaranteed as they are a result of what is dropped off and sorted into various scrap metal types at Authority sites.

In order to submit a bid, the Proponent shall enter their bid(s) in the Proponent's Bid Price ($/Tonne) [A] fields ONLY, for either delivery site in the City of Windsor or the County of Essex limits for any or all of the Authority's Programs (I, II, III). Authority evaluation staff will calculate the Total Program [E] for each program using the submitted Proponent's Bid Price [A] to determine the Successful Proponent.

All monetary values are stated in Canadian dollars exclusive of HST. It is the responsibility of the Proponent to understand the Scope of Work and bid accordingly. The prices quoted will include any Services necessary to fulfill the requirements of this RFQ.

Schedule C
Bid Form

Program I:	Windsor Public Drop Off Site									
Material Types	**Complete if the Delivery Site is located within the City of Windsor limits**					**Complete if the Delivery Site is located within the County of Essex limits**				
	Proponent's Bid Price ($/Tonne)	Estimated Program Tonnes	Total Program Bid Price ($/Tonne)	Estimated Program Haul Cost	Total Program	Proponent's Bid Price ($/Tonne)	Estimated Program Tonnes	Total Program Bid Price ($/Tonne	Estimated Program Haul Cost	Total Program
	[A]	[B]	[C] [A*B=C]	[D]	[E] [C-D=E]	[A]	[B]	[C] [A*B=C]	[D]	[E] [C-D=E]
Non-Ferrous Miscellaneous Mixed		6		$ 300			6		$ 650	
Ferrous Materials Miscellaneous Mixed		159		$ 6,450			159		$14,500	
Miscellaneous White Goods/Appliances		27		$ 900			27		$ 2,000	
Total Program I										

Program II:	Regional Landfill & Transfer Station 2 Sites									
Material Types	**Complete if the Delivery Site is located within the City of Windsor limits**					**Complete if the Delivery Site is located within the County of Essex limits**				
	Proponent's Bid Price ($/Tonne)	Estimated Program Tonnes	Total Program Bid Price	Estimated Program Haul Cost	Total Program	Proponent's Bid Price ($/Tonne)	Estimated Program Tonnes	Total Program Bid Price	Estimated Program Haul Cost	Total Program
	[A]	[B]	[C] [A*B=C]	[D]	[E] [C-D=E]	[A]	[B]	[C] [A*B=C]	[D]	[E] [C-D=E]
Ferrous Materials Miscellaneous Mixed		23		$ 900			23		$ 2,000	
Total Program II										

Program III:	Windsor Public Drop Off, Regional Landfill & Transfer Station 2 Sites									
Material Types	**Complete if the Delivery Site is located within the City of Windsor limits**					**Complete if the Delivery Site is located within the County of Essex limits**				
	Proponent's Bid Price ($/Tonne)	Estimated Program Tonnes	Total Program Bid Price ($/Tonne)	Estimated Program Haul Cost	Total Program	Proponent's Bid Price ($/Tonne)	Estimated Program Tonnes	Total Program Bid Price ($/Tonne)	Estimated Program Haul Cost	Total Program
	[A]	[B]	[C] [A*B=C]	[D]	[E] [C-D=E]	[A]	[B]	[C] [A*B=C]	[D]	[E] [C-D=E]
Non-Ferrous Miscellaneous Mixed		6		$ 500			6		$ 1,125	
Ferrous Materials Miscellaneous Mixed		182		$ 7,350			182		$16,500	
Miscellaneous White Goods/Appliances		27		$ 800			27		$ 1,800	
Total Program III										

Schedule D
Proponent's Experience

The Proponent is required to complete the table below to reflect their company's experience as it relates to the experience required by this RFQ:

Customer	Dates	Description of Services Performed	Value

Schedule E
Proponent's Information

The Proponent is required to complete the following tables below:

	Yes	No
Is your site delivery site in the City of Windsor, Ontario?		
Is your site delivery site in the County of Essex, Ontario?		
Can a hauler with a 40-yard bin safely access your delivery site?		
Is your delivery site available to receive materials from Monday to Friday between 8am to 5pm(except statutory holidays)?		

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

Program Delivery Site Information	**Program I**	**Program II**
Delivery Site Company Name		
Delivery Site Address		
Town/Municipality		
Postal Code		

Schedule F
Draft Contract

(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
Essex, Ontario N8M 3G4
(the "**Authority**")

And:

Legal Business Name
Address
City, Province, Postal Code
(the "**Contractor**")

1.0 Background

The Essex-Windsor Solid Waste Authority is a municipal agency that was created by the City of Windsor and the County of Essex to manage waste on behalf of the City of Windsor and the seven (7) county municipalities (Amherstburg, Essex, LaSalle, Leamington, Kingsville, Tecumseh and Lakeshore).

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).

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).

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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 RFQ, a copy of which is attached hereto as **Schedule "2"** (2026-11-19) for ease of reference, including (i) all Addenda (which, for greater certainty, shall supersede the contents of the RFQ) and (ii) all documents incorporated by reference into the RFQ; and

d) the Contractor's proposal dated [MMDDYY] (the "**Proposal**"), a copy of which is attached hereto as **Schedule "2"** for ease or reference, submitted in response to the above-noted RFQ 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

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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 RFP, shall continue until the expiration date set out in **Schedule "1"** (the "**Term**").

6.0 Timelines for Provision of Services

The Contractor shall provide the Services on the timelines provided for in the RFQ, 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 Inspection and Acceptance

The Authority, or persons authorized by the Authority, shall have the right, at all reasonable times to inspect the Services; or otherwise review the Services performed, or being performed, to ensure compliance with the Contract requirements.

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Prior to accepting the completion of the Services, where the Authority discovers defective or non-conforming Deliverables, the Authority may at its option and without prejudice to any other rights or remedies it may have hereunder or at law: (a) at the Contractor's expense, request a refund, credit, repair or replacement or (b) obtain a price reduction or re-performance of non-conforming Services at no charge to the Authority. No payment shall be owed for the Services unless and until the Authority has finally accepted the particular Good or Deliverable.

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"** (the "**Fees**").

Taxes. The Fees set out in the said **Schedule "1"** 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" to the address as set out in this Draft Contract. 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.

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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, 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

Either party may terminate this Contract:

(1) 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

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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

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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

Not applicable.

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.

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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.

The Contractor 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.

Should the Contractor 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 service provider, to remediate the deliverables and the Contractor shall immediately reimburse the Authority for the costs of same.

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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

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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

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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.

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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

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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, Province, 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.

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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

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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".**

(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) **RFQ**, has the meaning assigned in Section 1 (Background).

(13) **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.

(14) **Representative** means the representative described in the attached Schedule "1".

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(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.

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

ESSEX-WINDSOR SOLID WASTE AUTHORITY

_____

Per: Name, Position

_____

Date

_____

Per: Name, Position

_____

Date

I/We have the authority to bind the Authority.

[COMPANY NAME]

_____

Per: Name, Position

_____

Date

_____

Per: Name, Position

_____

Date

I/We have authority to bind the Contractor.

DRAFT

Schedule "1"

Scope of Work and Specifications

Effective Date:	MMDD, 20XX
Commencement Date:	MMDD, 20XX
Termination Date:	MDDD, 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 RFQ 2026-11-19 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.

DRAFT