



ISLAND WASTE MANAGEMENT CORPORATION

INVITATION TO TENDER

Household Hazardous Waste

Collection, Transportation

and Disposal

TENDER #5883

FOR

ISLAND WASTE MANAGEMENT CORPORATION

PROVINCE OF PRINCE EDWARD ISLAND

Submissions will be received at Island Waste Management Corporation
INFORMATION E-MAIL ONLY (info@iwmc.pe.ca) prior to 2:00 PM local time
(ADT), Wednesday, May 25th, 2022

**Submissions must be one (1) electronic copy saved as a
Portable Document Format (PDF). The file name on the
electronic copy should include an abbreviated form of
the Proponent's name and Tender #.**

Tender documents may be downloaded at:

iwmc.pe.ca/hhw-tender

or

www.gov.pe.ca/tenders

Due to COVID-19 the tenders will not be opened publicly. Neither the lowest nor any tender will necessarily be accepted.

INSTRUCTIONS TO BIDDERS
ISLAND WASTE MANAGEMENT CORPORATION - 2022
HOUSEHOLD HAZARDOUS WASTE - COLLECTION, TRANSPORTATION AND
DISPOSAL

1. SECURING DOCUMENTS

Copies of the Tender Bid Package are available by downloading them at:

iwmc.pe.ca/hhw-tender

or

www.gov.pe.ca/tenders

2. TENDER CLOSING DATE

Submissions must be submitted prior to 2:00 PM, local time, (ADT) Wednesday, May 25th, 2022, the "Tender Closing Date".

3. TENDER SUBMISSION

Proponents should submit their submission containing one (1) electronic copy saved as a Portable Document Format (PDF) to info@iwmc.pe.ca. The file name on the electronic copy should include an abbreviated form of the Proponent's name and Tender#. Unless specifically requested in this solicitation document, Proponents should not submit product catalogues or other marketing materials with their bid.

The Proponent is solely responsible for the submission of its proposal to the exact e-mail location indicated in this Tender prior to the Tender Closing Date. IWMC does not accept any responsibility for proposals e-mailed to any other e-mail location by the Proponent or its delivery agents.

Proposals submitted after the Tender Closing Date will be rejected.

IWMC will not accept proposals submitted by facsimile transfer, courier, mail, hand delivery or any other electronic means.

Due to COVID-19 the tenders will not be opened publicly.

4. TENDER BID PACKAGE

The complete tender bid package includes the following:

1. Invitation to Tender
2. Instructions to Bidders (Contract A)
3. Tender Form
4. Contractual Agreement (Contract B)

5. BIDDERS RESPONSIBILITY

(i) Examination of Tender Bid Package

Before submitting a tender, each bidder shall carefully examine the complete Tender Bid Package documents and be familiar with all working conditions and take into consideration all such conditions when submitting a bid. No allowance shall be made to any bidder because of lack of such examination or knowledge.

(ii) Examination of Legislation

Before submitting a tender, each bidder shall familiarize themselves with all applicable legislation which governs and impacts on the performance of work including; Workers Compensation Act, Occupational Health and Safety Act, Highway Traffic Act, PEI Environmental Protection Act, Transportation of Dangerous Goods Act and The Canadian Environmental Protection Act.

(iii) Independent Advice

The Bidder is responsible for obtaining, prior to submitting a tender, independent financial, legal, accounting, engineering, environmental and other technical advice.

6. INTERPRETATION OF TENDER BID PACKAGES

If a potential bidder is in doubt as to the meaning of any part of the Tender Bid Package, or finds discrepancies or omissions from any part of the Tender Bid Package, the bidder may request an interpretation or correction thereof at any time prior to the Tender Closing Date. Any interpretation or correction of the Tender Bid Package by the Corporation shall be made only by written Addendum and shall be posted on the IWMC web page and the PEI Government Tender page. **It is the bidder's sole responsibility to monitor the IWMC web site or PEI Government Tender page for any addenda which may be issued during the tender process.** The Corporation shall not be responsible for any other explanation or interpretation of the Tender Bid Package. All communications regarding this work and the tender process shall be addressed to the attention of Heather Myers, 902-368-5033 or hmyers@iwmc.pe.ca at the Charlottetown Office of the Corporation. A written response should be available no later than three calendar days before the tender closing date.

7. SECURITY REQUIREMENTS

Bid Deposit

A deposit in the form of a Certified Cheque (or bid bond) payable to Island Waste Management Corporation in the amount of \$5,000 must accompany the proposal. The successful proponent's deposit will be retained until execution of the Agreement. The corporation reserves the right to retain the deposit of other proponents until an agreement has been completed with the successful proponent.

Contract Security

The successful contractor shall be required to provide the Corporation with contract security in the form of either a Performance Bond equal to ten (10) per cent of the value of the contract or a performance deposit in the form of a certified cheque payable to the Corporation in the amount of \$20,000. The required Bond shall be payable to the Corporation and contain such terms and conditions as are acceptable to the Corporation. The performance deposit shall be invested in a term deposit and the interest earned thereon shall be paid to the contractor when the deposit is returned at the end of the term.

8. COMPETENCY OF BIDDER AND BUSINESS PROFILE

Bidder must be capable of performing the various items of work bid upon. Each proponent is to provide a business profile outlining corporate information, years of experience, qualifications of staff, major customers, two business references, officers of the company, etc. The Corporation reserves the right to independently verify the information provided.

All proposed receivers and final disposal sites for each waste class must be specified in Appendix B, which must be completed and returned with the Tender Form as part of the bid package. All disposal sites which the bidder proposes to use must be fully licensed and IWMC reserves the right to limit or deny the use of any facility which it feels does not meet environmental standards. All proposed changes in disposal facilities or methods used during the life of any contract resulting from this tender must be approved in writing by IWMC prior to the change.

The bidder must provide the following provincial registration information:

- (a) Receiver/Consignee Number
- (b) Carrier Number.

Pursuant to the Canadian Environmental Protection Act Interprovincial Movement of Hazardous Waste Regulations.

9. TENDER FORM

In order to receive consideration, all bids shall be completed in strict accordance with the following:

(i) Forms

All bids shall be made upon the forms provided, properly executed and with all items completed. The wording of the Tender Form shall not be changed, and words shall not be added or subtracted except where specifically authorized by the Corporation in writing. Unauthorized conditions, limitations or provisions attached to the proposal may be cause for rejection of the proposal. Alterations by erasure or inter-lineation shall be explained or noted in the bid over the signature of the bidder.

(ii) Name of Bidder

If the bidder is an individual, the name and address must be shown; if the bidder is a partnership, the name and address of each partner must be shown. If the bidder is a company, the name, title and phone number of all officers must be provided and the proper persons authorized to enter into contracts for the company must sign the Forms of Tender and the corporate seal must be affixed. If the successful bidder is a company, it may be required to furnish, prior to award of the contract, a copy of the resolution of the Board of Directors authorizing the signing officer(s) to sign the tender on behalf of the company.

(iii) Tender on Part or All of Contract

Tenders must be for “all” work. Tenders for part of contract will not be accepted. Bidders are required to submit their bid on the attached tender sheet.

10. AMENDMENT OF SUBMISSIONS PRIOR TO TENDER CLOSING DATE

Proponents may amend their submissions prior to the Tender Closing Date by submitting the amendment by e-mail to info@iwmc.pe.ca prominently marked in the subject line the word “Amendment” with the Tender title and number and full legal name of the Proponent. Any amendment must clearly indicate which part of the proposal the amendment is intended to amend or replace. Any amendments received after the Tender Closing Date will not be accepted. Amendment must be signed by the person who signed the original proposal submission or by a person authorized to sign on his or her behalf.

11. WITHDRAWAL OF SUBMISSIONS

(i) Prior to Opening

Proponents may withdraw their submission prior to the Tender Closing Date. To withdraw a submission, a notice of withdrawal must be received by the Tender Contact by e-mail prior to the Tender Closing Date and must be signed by an authorized representative of the Proponent. IWMC is under no obligation to return withdrawn submissions.

(ii) Submissions Irrevocable after Tender Closing Date

Submissions shall be irrevocable for a period of thirty (30) days from the Tender Closing Date.

12. AWARD OR REJECTION OF TENDERS

(i) Reserves the Right

The Corporation reserves the right to reject any or all tenders, not necessarily accept the lowest tender, or to accept any tender or revised tender which it may consider to be in its best interest. The Corporation also reserves the right to waive formality, informality or technicality in any tender. While the lowest tender will be of prime consideration in determining which tender offers the best value to the Corporation, the Corporation’s assessment of the bidder’s overall competence and capability to perform the contract will be critical factors in the selection of a successful bidder.

Further, IWMC is concerned that all efforts to reuse, recycle or neutralize the materials collected in this contract be made before final disposal is considered. IWMC reserves the right to approve all facilities and disposal methods being proposed for use in the disposal of collected materials, and any changes proposed in disposal practices during the life of the contract must receive prior written approval from IWMC.

(ii) No Obligation or Liability

Submission of a Tender shall not obligate nor should it be construed as obligating the Corporation to accept any such offer or to proceed further with the project. The Corporation may in its sole discretion elect not to proceed with the project and may elect not to accept any proposal for any reason. The Corporation shall not be liable for any information or advice or any errors or admissions which may be contained in the documents, addendum, appendices, data, materials or other documents disclosed or provided to the Bidder pursuant to this Request For Tenders. The Corporation makes no representation or warranty express or implied in fact or in law with respect to the accuracy or completeness of this Invitation to Tender and the Corporation shall not be responsible for any action, cost or liability whatsoever arising from the Bidder's reliance or use of such documents, appendices, data, and materials presented in respect to this project.

(iii) Unsuccessful Tenders

Unsuccessful bidders shall be notified in writing by the Corporation no later than ten (10) days after the Tender closing date.

(iv) Successful Tenders

The successful bidder shall be notified in writing by the Corporation no later than ten (10) days after the Tender closing date.

13. EXECUTION OF AGREEMENT

The form of agreement which the successful bidder, as Contractor, will be required to execute is included in the Tender Bid Package as Contract B and shall be carefully examined by each bidder. The Successful Bidder shall, within 5 days after notice of award and receipt of Agreement forms from the Corporation, execute and deliver to the Corporation all required copies of the Agreement together with the required insurance certificates, and the required contract security as outlined, all in form and content acceptable to the Corporation.

14. DEFINITIONS

All definitions used in this document shall be the same as those used in Item 1 of Contract B which is part of this tender package.

15. SCOPE OF WORK

IWMC operates Household Hazardous Waste (HHW) Collection Depots at each of the Waste Watch Drop-Off Centers (WWDC's) in PEI. (See Appendix A for site locations and Operating Hours).

These sites accept HHW from residential customers and store these in HHW storage buildings. These wastes are segregated by type of product and packed by IWMC staff in their original containers into lab pack drums containing vermiculite. The successful bidder is required to supply the drums and vermiculite, and to collect and transport as needed the completed lab packs from each site. Bidders should be aware that these sites do not have fork lift equipment, and may have only one IWMC staff person available at shipment times. Reuse, recycle, and disposal of these materials is the responsibility of the successful bidder, subject to IWMC approval of any proposed disposal method or system.

(i) Services

The successful bidder shall be responsible to provide packing materials as outlined in TABLE 1 (attached), Environment Canada Movement Document/Manifest - Canadian Environmental Protection Act Interprovincial Movement of Hazardous Waste Regulations and their completion for IWMC signature for each shipment, Transportation Of Dangerous Goods placards and labels, secure drums as required, transportation, recycling or treatment and disposal of wastes in compliance with all applicable regulations.

TABLE 1

PACKING MATERIALS

ITEM	ESTIMATED TYPICAL QUANTITY
Drum (205-litre open-top, 18 gauge with lid and ring)* certified for reuse	250 Total in service at all sites at all times.
Vermiculite	50 drums per annum
Overpack (salvage) drum (55 gallon)	1 drum/year per site
TDG Stickers/Shipping Labels/Placards	Contractor supply as needed
20 L Plastic Pails with Lids (for packing cylinders, etc.)	65 – 20 L buckets per year
UN Approved Quatrex bags for Propane Cylinders	25 bags per year

(ii) Performance

The successful bidder is required to provide to IWMC a contact name, telephone number and email address, which IWMC may contact to request service be provided to a site or sites. IWMC will contact the contractor at the beginning of the week to make arrangements for a day that week to make a shipment. The day before the shipment, IWMC will provide the number of labpacks, etc, to be shipped from each site. If it works for the contractor and IWMC, some months (i.e. January) IWMC will schedule the day for the weekly collection at the beginning of the month (i.e. Friday's for January).

Please note: From mid-May to December it can happen that the distance between the Contractor's location and the IWMC sites requiring collection can cause the truck driver to have too many hours on their log book. If this happens the Contractor is required to either spend the night before the collection on PEI or provide two collections that week.

The bidder is also required to provide a contact name, phone number and email address for IWMC to contact with questions regarding properly disposing of an item(s), and advice on unusual items or circumstances.

The successful bidder shall also provide 24 hour emergency response service at any of these sites in the event of a spill, flood, fire, or other damage to the HHW storage site as a result of natural or man-made disaster.

The depots utilize reusable lab pack drums to contain the HHW materials collected; the successful bidder must supply sufficient drums, certified for reuse, to allow each depot to pack all materials received. Shipments may also include some 20L containers. Occasionally, shipments will include pallets containing a maximum of 24 twenty (20) litre or smaller sized original containers with organic liquids or paints and stains.

(iii) Training

The successful bidder is required to provide HHW depot operator training on an annual basis to staff at IWMC. This training must equip current and new staff to safely accept and pack materials delivered to the sites, and must include details on personal safety, personal protection equipment, public safety, and proper handling and storage techniques for all materials collected.

The training is to be completed each year in PEI at a facility or facilities supplied by IWMC, must be a minimum 7.5 hours per session, and the training may include as many as twenty (20) staff at each session. Training will generally be scheduled during the May to October months as mutually agreed by the contractor and IWMC. Since all IWMC staff cannot attend in one group, training is usually offered on consecutive days, and usually in separate locations, e.g., Charlottetown and Summerside. IWMC will provide the meeting space.

(iv) Material Types Accepted

IWMC only accepts residential HHW, much of which consists of containers 20 liters or less in size. Although no industrial or commercial materials are accepted, the operator ensures all precautionary measures are taken while handling HHW due to the potential hazard inherent in handling a combination of household chemicals, mislabeled chemical wastes and/or non-labeled containers.

The following is a list of the main classifications of household hazardous materials accepted at the HHW depots and the associated lab-pack identification for the purposes of containment and shipping.

Lab Pack A (Inorganic Acids) - elements and inorganic salts which do not liberate gaseous products when acidified

Lab Pack B (Inorganic Alkalines and Organic Bases) – elements and inorganic salts that do liberate gaseous products (no cyanides)

Lab Pack D (Organic Liquids and Solids) – includes organic acids but excludes organic bases

Lab Pack E (Inorganic Oxidizing Agents) – hydrogen peroxides and oxidizers

Lab Pack F (Pesticides) – insecticides, fungicides, herbicides not fertilizers

Lab Pack Ha (Air Reactives) – phosphorous

Lab Pack Hw (Water Reactives) – sodium, lithium

Lab Pack I (Aerosols) – aerosol cans containing propellant not empty cans

Lab Pack J (Cyanides and Isocyanates)

Lead-Acid Batteries – Automotive batteries

Lead – lead flashing used for weatherproofing around chimneys and other random lead pieces.

Pressurized Cylinders – Calibration Gas (ethanol breath standard, CO₂), Helium, Spray Insulation, Oxygen and Nitrogen tanks (size of 10lb fire extinguisher)

Propane Cylinders – small disposable propane cylinders (including 400g and 465g cylinders)

(v) **Reporting**

The contractor will provide an annual summary of quantities shipped by IWMC. This report will detail quantities of each lab pack type shipped, as well as include any changes made to the destinations list.

16. **BILLING PROCEDURE**

(i) **Invoices**

The contractor shall submit to IWMC at the end of each month, invoices for all services provided in the previous 30 days. These invoices shall include detailed listings of all materials collected from each site and the site.

(ii) **Payment**

IWMC, upon receipt and approval of an invoice from the Contractor, will pay to the Contractor the sum owed within 30 days of receiving the invoice.

17. INSURANCE REQUIREMENTS

The Contractor shall, without limiting their obligations or liabilities herein, and at their own expense, provide and maintain the following insurances in forms and amounts acceptable to the Government.

(i) Comprehensive General Liability

In an amount not less than **\$3,000,000.00 (three million dollars)** inclusive per occurrences against bodily injury and property damage. The Government of Prince Edward Island is to be added as an insured under this policy and such insurance shall include, but not be limited to:

- (a)** Blanket Written Contractual Liability including this agreement;
- (b)** Personal Injury Liability;
- (c)** Non-owned Automobile Liability;
- (d)** Cross-Liability;

(ii) Automotive Liability

Of vehicles owned, leased, operated or licensed in the name of the Contractor shall be in an amount not less than **\$3,000,000.00 (three million dollars)**

All of the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Province nor by any other form of recovery available such as the Provincial Self Insurance and Risk Management Fund.

(iii) Environmental Impairment/Contractors Pollution Liability

Environmental Impairment/Contractors Pollution Liability coverages for the services, having a limit of not less than \$3,000,000.00 (three million dollars) per occurrence. The policy will be maintained for a period of not less than six (6) years.

(iv) Proof of Insurance

A certified copy of the required insurance shall be furnished to the Corporation upon request from IWMC.

Approval by the Corporation of any insurance policy of the Contractor shall in no way relieve the Contractor of his obligations to provide the insurance referred to in the contract nor shall it imply that the policies are in accordance with the terms of this agreement.

- (a)** All required insurance shall be endorsed to provide the Corporation with **sixty (60) days** advance written notice of cancellation or material change.
- (b)** The Contractor hereby waives all rights of recourse against the Corporation and the Province with regard to damage to the Contractor's property.

- (c) The Contractor shall require and ensure that each subcontractor maintain liability insurance comparable to that which is required by this contract.

18. ARBITRATION

In the case of any dispute arising between IWMC and the Contractor as to their respective rights and obligations under the Contract, either party hereto shall be entitled to give to the other notice of such dispute and to request arbitration thereof; and the parties may, with respect to the particular matters then in dispute, agree to submit the same to arbitration in accordance with the provisions of The Arbitration Act of Prince Edward Island.

Arbitration proceedings shall not take place until after the completion or alleged completion of the work except, (a) on a question of certificate for payment, or (b) in a case where either party can show that the matter in dispute is of such nature as to require immediate consideration while evidence is available.

19. INDEPENDENT CONTRACTOR

It is agreed that the Contractor is and shall be an independent contractor and is not, and shall not represent himself to be, an agent of Her Majesty the Queen, the Government of Prince Edward Island, or IWMC.

20. IWMC'S RIGHT TO DO WORK

If, in the opinion of IWMC, the Contractor neglects to execute the work properly or fails to perform any provisions of this Contract, IWMC, after five (5) days written notice to the Contractor, may without prejudice to any other right or remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor including any surety or other Bond filed by the Contractor.

21. TERM OF CONTRACT

The term of the contract shall be for a 3 year period commencing on June 16, 2022 and ending June 15, 2025. The parties may mutually agree to an extension at the end of the term. Such extension may be shorter than the original 3-year term.

Failure by the two parties to reach such agreement will result in termination of the contract on June 15, 2025.

APPENDIX A

SITE LOCATIONS & OPERATING HOURS

HHW Depot	Address	Operating Hours	Provincial Waste Gen No.
GreenIsle (Charlottetown)	9 Superior Cres Charlottetown	Mon to Fri 7:00 – 5:00 Sat 7:00 – 2:00	PEG0363
EPWMF	29786 Rte 2 Wellington Centre	Mon to Fri 8:00 – 4:30 Sat 8:00 – 12:30 Summer Hours: (1st Mon in May to mid Sept) Open at 7 AM Mon to Sat	PEG0245
Brockton	2202 Rte 150 Brockton	Mon, Wed & Fri 8:00 – 4:30 Sat 8:00 – 12:30	PEG0439
New London	10142 Rte 6 New London	Tues & Thurs 8:00 – 4:30 Sat 8:00 – 12:30 Summer Hours: Mon, Tues & Thursday 8:00 – 4:30 Sat 8:00 – 2:00	PEG0442
Murray River	378 Rte 18 Abney	Tues, Thurs & Sat 8:00 – 4:30	PEG0441
Dingwells Mills	100 Rte 309 Dingwells Mills	Mon, Wed & Fri 8:00 – 4:30 Sat 8:00 – 12:30	PEG0440

VOLUMES AT EACH SITE BASED ON 2021 TOTALS

The following information is presented for reference only, and IWMC cannot guarantee that volumes will remain consistent at any of these sites for the period of this contract.

SITE	LAB PACKS	20 L PAILS
GreenIsle	408	452
EPWMF	117	139
Brockton	83	168
New London	130	62
Murray River	77	68
Dingwells Mills	44	95

TENDER FORM

ISLAND WASTE MANAGEMENT CORPORATION 2022
HOUSEHOLD HAZARDOUS WASTE COLLECTION,
TRANSPORTATION AND DISPOSAL

1. BIDDER (herein called the "Bidder")

Company Name: _____

Bidder Name: _____

Physical Address: _____

Mailing Address: _____

Email Address: _____

Cell Phone Number: _____

Telephone Number: _____ Fax: _____

2. TO:

Island Waste Management Corporation
110 Watts Avenue
West Royalty Business Park
Charlottetown PE C1E 2C1
(Herein called the "Corporation")

Having carefully examined the complete tender bid package as defined in Item 3 of Contract A and having examined all conditions affecting the Work, the Bidder hereby offers to carry out the work and furnish all materials, equipment and labour necessary therefore as outlined and in accordance with Item 13 of Contract A for the sum of:

\$ _____ (Plus HST),

As detailed below:

NOTE: For package types listed below where no estimated quantity is indicated, please provide a unit price per drum and no total for that type.

YEAR ONE – JUNE 16, 2022 – June 15, 2023

Package Type	HHW Material	Est Qty Annual – 205L Drums	Bid Price Per Unit	Total
Lab Pack A (Inorganic Acids)	Elements and inorganic salts which <u>do not</u> liberate gaseous products when acidified	14		
Lab Pack B (Inorganic Alkalines and Organic Bases)	Elements and inorganic salts that <u>do</u> liberate gaseous products (no cyanides)	50		
Lab Pack D (Organic Liquids and Solids)	Includes organic acids but <u>excludes</u> organic bases	600	Drum	Drum
		20 L Pails - 1150	Pails - \$/pail	Pails
Lab Pack E (Inorganic Oxidizing Agents)	Hydrogen peroxides and oxidizers	30		
Lab Pack F (Pesticides)	Insecticides, fungicides, herbicides <u>not</u> fertilizers	42		
Lab Pack Ha (Air Reactives)	Phosphorous	-	Per kg	
Lab Pack Hw (Water Reactives)	Sodium, lithium	-	Per kg	
Lab Pack I (Aerosols)	Aerosol cans containing propellant <u>not</u> empty cans	76		
Lab Pack J (Cyanides and Isocyanates)		-	Per kg	
Lead	Lead flashing used for weatherproofing around chimneys	1		
Lead Acid Batteries	Automotive batteries	11		
Pressurized Cylinders	Calibration Gas	25 cylinders		
	Helium	12 cylinders		
	Compressed Gas – Fluorinated hydrocarbons	75 cylinders		
	Oxygen	40 cylinders		
	Acetylene	40 cylinders		
	*Propane Cylinders (small disposable)	Bag (approximately 320 x 1lb per bag)	25	

YEAR TWO – JUNE 16, 2023 – June 15, 2024

Package Type	HHW Material	Est Qty Annual – 205L Drums	Bid Price Per Unit	Total
Lab Pack A (Inorganic Acids)	Elements and inorganic salts which <u>do not</u> liberate gaseous products when acidified	14		
Lab Pack B (Inorganic Alkalines and Organic Bases)	Elements and inorganic salts that <u>do</u> liberate gaseous products (no cyanides)	50		
Lab Pack D (Organic Liquids and Solids)	Includes organic acids but <u>excludes</u> organic bases	600	Drum	Drum
		20 L Pails - 1150	Pails - \$/pail	Pails
Lab Pack E (Inorganic Oxidizing Agents)	Hydrogen peroxides and oxidizers	30		
Lab Pack F (Pesticides)	Insecticides, fungicides, herbicides <u>not</u> fertilizers	42		
Lab Pack Ha (Air Reactives)	Phosphorous	-	Per kg	
Lab Pack Hw (Water Reactives)	Sodium, lithium	-	Per kg	
Lab Pack I (Aerosols)	Aerosol cans containing propellant <u>not</u> empty cans	76		
Lab Pack J (Cyanides and Isocyanates)		-	Per kg	
Lead	Lead flashing used for weatherproofing around chimneys	1		
Lead Acid Batteries	Automotive batteries	11		
Pressurized Cylinders	Calibration Gas	25 cylinders		
	Helium	12 cylinders		
	Compressed Gas – Fluorinated hydrocarbons	75 cylinders		
	Oxygen	40 cylinders		
	Acetylene	40 cylinders		
*Propane Cylinders (small disposable)	Bag (approximately 320 x 1lb per bag)	25		

YEAR THREE – JUNE 16, 2024 – June 15, 2025

Package Type	HHW Material	Est Qty Annual – 205L Drums	Bid Price Per Unit	Total
Lab Pack A (Inorganic Acids)	Elements and inorganic salts which <u>do not</u> liberate gaseous products when acidified	14		
Lab Pack B (Inorganic Alkalines and Organic Bases)	Elements and inorganic salts that <u>do</u> liberate gaseous products (no cyanides)	50		
Lab Pack D (Organic Liquids and Solids)	Includes organic acids but <u>excludes</u> organic bases	600	Drum	Drum
		20 L Pails - 1150	Pails - \$/pail	Pails
Lab Pack E (Inorganic Oxidizing Agents)	Hydrogen peroxides and oxidizers	30		
Lab Pack F (Pesticides)	Insecticides, fungicides, herbicides <u>not</u> fertilizers	42		
Lab Pack Ha (Air Reactives)	Phosphorous	-	Per kg	
Lab Pack Hw (Water Reactives)	Sodium, lithium	-	Per kg	
Lab Pack I (Aerosols)	Aerosol cans containing propellant <u>not</u> empty cans	76		
Lab Pack J (Cyanides and Isocyanates)		-	Per kg	
Lead	Lead flashing used for weatherproofing around chimneys	1		
Lead Acid Batteries	Automotive batteries	11		
Pressurized Cylinders	Calibration Gas	25 cylinders		
	Helium	12 cylinders		
	Compressed Gas – Fluorinated hydrocarbons	75 cylinders		
	Oxygen	40 cylinders		
	Acetylene	40 cylinders		
*Propane Cylinders (small disposable)	Bag (approximately 320 x 1lb per bag)	25		

Year One Price \$ _____

Year Two Price \$ _____

Year Three Price \$ _____

TOTAL CONTRACT PRICE: \$ _____

(Plus HST)

1. Bid Deposit Enclosed

2. Appendix B Enclosed

DATED AT _____, in the Province of _____,

this _____ day of _____, A.D., 2022.

SIGNED, SEALED AND DELIVERED)
in the presence of:)

Witness

)
)
)
)
)
)
) _____
) Contractor

APPENDIX B

MUST BE COMPLETED & SUBMITTED WITH TENDER FORM

Package Type	Proposed Receiver, Final Disposal Site, Receiver # Contact Name & Telephone Number
Lab Pack A (Inorganic Acids)	
Lab Pack B (Inorganic Alkalines and Organic Bases)	
Lab Pack D (Organic Liquids and Solids)	
Lab Pack E (Inorganic Oxidizing Agents)	
Lab Pack F (Pesticides)	
Lab Pack Ha (Air Reactives)	
Lab Pack Hw (Water Reactives)	
Lab Pack I (Aerosols)	
Lab Pack J (Cyanides and Isocyanates)	
Lead	
Lead Acid Batteries	
Pressurized Cylinders	

Date _____

Signature _____

CONTRACT B

CONTRACT DOCUMENTS

BETWEEN

ISLAND WASTE MANAGEMENT CORPORATION

AND

(Contractor)

**ISLAND WASTE MANAGEMENT CORPORATION 2022
HOUSEHOLD HAZARDOUS WASTE -
COLLECTION, TRANSPORTATION AND DISPOSAL**

_____ , 2022

CONTRACTUAL AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2022

BETWEEN:

Island Waste Management Corporation as
represented by its Chief Executive Officer
(hereinafter referred to as the "Corporation")

OF THE FIRST PART,
- and

(hereinafter referred to as the "Contractor")

OF THE SECOND PART,

WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. DEFINITIONS

In this document:

"Contractor" - means the individual, partnership, corporation or other entity whose proposal is accepted by the Corporation to perform the Work and includes any legal representative of the Contractor.

"Corporation" - means Island Waste Management Corporation or its authorized representative.

"Work" - means the services, activities, operations, works, matters or other things required to be done, performed or applied by the Contractor under this Contract as stipulated in Contract A, and including all extras or additional work or material duly authorized by the Corporation under the terms of this Contract.

"Lab-Pack" - is an industry term for shipping and processing various chemicals that come packaged in containers. Wastes are received, classified and packaged (still in their original containers) in 205 litre metal drums. Vermiculite, which is a member of the phyllosilicate group of minerals resembling mica in appearance, is used as filler in the drums to cushion the bottles/containers and prevent breakage. Should some bottles break, the vermiculite is absorbent and will soak up the liquids. When full, drums are

sealed, coded and stored. Drums are collected and transported by a licensed hazardous waste carrier to off-island processing facilities.

“Pallet” - is a portable platform which may contain paints, stains, or organic liquids in 20L or smaller sized containers. The containers are not bulked at IWMC sites, therefore contents in each container on a pallet will vary and will not be measured. A pallet may contain up to a maximum of 24 – 20L or smaller sized individual containers.

2. CONTRACTORS RESPONSIBILITIES

(i) Perform All Work

The Contractor shall provide and perform all work required by or under this Agreement and the tender form document attached and shall complete the work for \$_____ (Plus HST) which is the price submitted in the tender form document. (Copy attached).

(ii) Comply with Statutory Requirements

(a) The Contractor shall comply with all federal, provincial and municipal legislation which may have application to the services being performed under this Contract and it shall be the sole responsibility of the Contractor to submit any applications, reports, payments or contributions with respect to sales taxes, Income Tax, Canada Pension Plan, Employment Insurance, Goods and Services Tax or any other similar matter which may be required by law to be made by the Contractor as a self-employed person or limited company in connection with the services to be performed under this agreement.

(b) The Contractor shall comply with all provincial and federal legislation affecting conditions of work and wage rates and in addition shall provide operating and safety training to the satisfaction of the Corporation, for all personnel employed for the Contract and the vehicles shall have and carry at all times a First Aid Kit and fire extinguisher provided by the Contractor and approved by the Corporation.

(c) The Contractor, before undertaking any work under this agreement shall provide a certificate of good standing issued by the Workers

Compensation Board of PEI and a certificate of good standing issued by the Corporations Division, PEI Justice and Public Safety.

3. INSURANCE REQUIREMENTS

The Contractor shall, without limiting their obligations or liabilities herein, and at their own expense, provide and maintain the following insurances in forms and amounts acceptable to the Government of Prince Edward Island.

(i) Comprehensive General Liability

In an amount not less than \$3,000,000.00 (three million dollars) inclusive per occurrences against bodily injury and property damage. The Government of Prince Edward Island is to be added as an insured under this policy and such insurance shall include, but not be limited to:

- (a)** Blanket Written Contractual Liability including this agreement;
- (b)** Personal Injury Liability;
- (c)** Non-owned Automobile Liability;
- (d)** Cross-Liability;

(ii) Automotive Liability

Of vehicles owned, leased, operated or licensed in the name of the Contractor shall be in an amount not less than \$3,000,000.00 (three million dollars).

(iii) Environmental Impairment/Contractors Pollution Liability

Environmental Impairment/Contractors Pollution Liability coverages for the services having a limit of not less than \$3,000,000.00 (three million dollars) per occurrence. The policy will be maintained for a period of not less than six (6) years.

All of the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Province nor by any other form of recovery available such as the Provincial Self Insurance and Risk Management Fund.

(iv) Proof of Insurance

A certified copy of the required insurance shall be furnished to the Corporation upon request from IWMC.

Approval by the Corporation of any insurance policy of the Contractor shall in no way relieve the Contractor of his obligations to provide the insurance referred to in the contract nor shall it imply that the policies are in accordance with the terms of this agreement.

- (a)** All required insurance shall be endorsed to provide the Corporation with sixty (60) days advance written notice of cancellation or material change.
- (b)** The Contractor hereby waives all rights of recourse against the Corporation and the Province with regard to damage to the Contractor's property.
- (c)** The Contractor shall require and ensure that each subcontractor maintain liability insurance comparable to that which is required by this contract.

4. **WAIVER**

No condoning, excusing or overlooking by the Corporation or any person acting on its behalf, on previous occasions, of breaches or default similar to that for which any action is taken or power exercised or forfeiture is claimed or enforced against the Contractor shall be taken to operate as a waiver of any provision of this Contract, nor to defeat or prejudice in any way the rights of the Corporation hereunder.

5. **CONFIDENTIALITY**

Any and all information available to the Contractor as a result of this agreement shall be treated as confidential information and the Contractor will not directly or indirectly disclose or use at any time, either during or subsequent to the term of this agreement, any information, knowledge or data gathered as a result of the performance of this agreement, unless the written consent of the Corporation is first obtained or unless the information, knowledge or data is of general availability to the members of the public. The Contractor agrees that all documents, goods, designs or programs, submitted or prepared by the Contractor under this agreement are the property of the Corporation and the copyright therein vests in the Corporation.

6. **ASSIGNMENT**

- (i) This agreement shall not be assigned or subcontracted in whole or in part by the Contractor without the prior written consent of the Corporation.
- (ii) This agreement shall enure to the benefit of and be binding upon the parties hereto and their executors, administrators, successors and assigns.

7. **REMEDY**

If, in the opinion of the Corporation, the Contractor neglects to execute the work or fails to perform any provision of this Contract, the Corporation, following the expiration of five (5) consecutive days' written notice hand-delivered to the office of the Contractor at the address on the Tender Form, may without prejudice to any other right or remedy it may have, make good such deficiencies. The costs incurred by the Corporation for the remedy of any such deficiency(ies) shall be deducted from any amount otherwise owing to the Contractor under this contract and retained by the Corporation. If the event such costs exceed the amount otherwise owing to the Contractor under this contract, such excess amount shall be invoiced by the Corporation to the Contractor and that amount shall be due and payable immediately by the Contractor.

8. **ENTIRE CONTRACT**

This agreement together with all items as listed in Section 3 of Contract A, tender form and addenda attached hereto constitutes and expresses the entire agreement of the parties hereto and any amendment or addition thereto shall be in writing and signed by the respective parties.

9. **ARBITRATION**

In the event of differences between the parties to the Contract as to the interpretation, application or administration of this Contract, such differences shall be settled by appointment of a single Arbitrator pursuant to and in accordance with the provisions of the Arbitration Act. The Contractor shall continue diligently to prosecute the work.

pending determination of any dispute. In the event the Contractor refuses to proceed diligently with the work or any portion thereof, the Contractor shall be directly responsible for all damages to the Corporation as a result of such stoppage and, in addition to any other right, the Corporation shall have the right to complete the work and to recover the cost of same from the Contractor and may deduct the cost from any payment then or thereafter due to the Contractor.

10. HOLD HARMLESS & INDEMNITY AGREEMENT

The *Contractor* shall indemnify and hold harmless Island Waste Management Corporation, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of this Agreement (herein called "claims"), provided that any such claim is caused in whole or in part by any act, error or omission, including, but not limited to, those of negligence, of the *Contractor* or anyone directly or indirectly employed by the *Contractor* or anyone for whom the *Contractor* may be liable.

11. LAW OF CONTRACT

This Contract shall be governed by the laws of the Province of Prince Edward Island and the laws of Canada applicable therein and the parties do hereby irrevocably submit and attorn to the jurisdiction of the Courts of the Province of Prince Edward Island in respect of all matters arising out of or relating to this Contract or the transactions contemplated hereby.

12. TERM OF CONTRACT

The term of the contract shall be for a 3 year period commencing on June 16, 2022 and ending June 15, 2025. The parties may mutually agree to an extension at the end of the term. Such extension may be shorter than the original 3-year term. Failure by the two parties to reach such agreement will result in termination of the contract on June 15, 2025.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of:

)

Contractor

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

Per: _____

Witness

Island Waste Management Corporation

Per: _____

Witness