

MODEL REQUEST FOR PROPOSAL (RFP) RECYCLABLE MATERIALS PROCESSING IN A MERCHANT FACILITY

Scenario #2: Recyclable Materials Processing in a Merchant Facility

Contract #:.....(if applicable)

Document Date:.....(Date)

Closing Date:(Day/Month/Year)

Time:(Time)

PROPONENT'S SUBMISSION CHECKLIST

Before sealing Envelope 1, please check to ensure the following has been done:

1. Has your technical proposal been signed by the proper officers for your firm? *(insert clause/section #)* ☐
2. Have you enclosed the required Bid Deposit? *(insert clause/section #)* ☐
3. Have you enclosed the completed Agreement to Bond? *(insert clause/section #)* ☐
4. Have you enclosed the completed Sample Standby Irrevocable Letter of Credit? *(insert clause/section #)* ☐
5. Have you enclosed the completed Statement of Insurability? *(insert clause/section #)* ☐
6. Have you enclosed one original of items 1 through 5 and enclosed ___ copies? *(insert clause/section #)* ☐
7. Have you labelled Envelope 1 as specified in Section ____? ☐
8. Are you satisfied that your Envelope 1 submission does not make any reference to pricing or any other commercial terms and conditions? All such references should be included in Envelope 3. ☐

Before sealing Envelope 2, please check to ensure the following has been done:

1. Have you enclosed Bid Forms ____ - ____? *(insert clause/section #)* ☐
2. Have you enclosed a copy of your Certificate(s) of Approval? *(insert clause/section #)* ☐
3. Have you labelled Envelope 2 as specified in Section ____? ☐
4. Are you satisfied that your Envelope 2 submission does not make any reference to pricing or any other commercial terms and conditions? All such references should be included in Envelope 3. ☐

Before sealing Envelope 3, please check to ensure the following has been done:

1. Has your price proposal been signed by the proper officers for your firm? *(insert clause/section #)* ☐
2. Have you enclosed one original of Bid Form #1 and enclosed ____ copies? *(insert clause/section #)* ☐
3. Have you labelled Envelope 3 as specified in Section ____? ☐

The _____ (Town/City/Region/Agency) has provided this checklist for the convenience of the Proponents responding to this RFP and provide no guarantees it is complete. This checklist does not relieve a Proponent of their obligation to review the RFP in its' entirety in order to understand fully its submission requirements, and that your submission, in response to the RFP, is complete and meets those requirements.

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Section 1

Introduction

1. Introduction

1.1 Requirement

The _____ (Name), of the _____ (Town/City/Region/Agency), hereinafter referred to as the _____ (Town/City/Region/Agency), is seeking proposals from qualified firms to provide split/single (specify) stream recycling processing services for recyclable containers and recyclable paper fibres collected in _____ boxes respectively. Processing services are to include receiving, sorting, baling, storing, loading, unloading, marketing and shipping of the recyclable materials, as described in the Section 2 Terms of Reference.

1.2 Period of Proposed Contract

The proposed period of contract is _____ (____) years (3, 4, 5, etc. – specify) from _____ to _____ with _____ (1, 2, 3, etc. – specify) optional _____ year extensions subject to satisfactory performance, terms and conditions, and the _____'s (Town/City/Region/Agency) continued need for the services.

All Contract Prices will be adjusted for inflation using the CPI adjustment as set out in the Supplementary Conditions.

1.3 Project Authority

The services provided will be subject to review and acceptance by _____ of the _____ (Town/City/Region/Agency).

1.4 Inquiries

All inquiries regarding this Request for Proposals (RFP) are to be directed to _____ specified herein. Inquiries must be received in writing (e-mail) no later than _____ (Date). All inquiries received, and the answers as provided by the _____ will be provided to all Proponents by way of written addendum, no later than _____ (Date) without naming the source of the inquiry.

1.5 Content of Submission

Your proposal must not exceed _____ (specify number of pages) single sided pages (excluding table of contents, Mandatory Requirements, Appendix _____ Financial Proposal and Contractual Acknowledgement, and Appendix _____ Attachments) in 10-point font (Times New Roman), including spreadsheets, which can be submitted in 11" X 17" format and will count as one (1) page. Any documentation exceeding the maximum _____ (specify number of pages) will not be considered.

Résumés must be attached to the Content of Submission in the form of appendices. Any other supplemental documentation that does not respond directly to the Terms of Reference and Evaluation Criteria, such as corporate literature, must be submitted on CD or DVD. The _____ (Town/City/Region/Agency) will not consider supplemental documentation submitted on CD or DVD in the evaluation of submissions.

Provide _____ (specify number of copies) copies of your service proposal, and _____ (specify number of copies) copies of your financial proposal in a sealed envelope.

1.6 Format of Proposal

Proposals should be submitted in the format requested, with an index and preferably including tabs where each of the Mandatory Requirements and Rated Criteria Subject can be found. Proponents are requested to address these requirements in the order in which they appear in the RFP and in sufficient depth in their proposal. Items not addressed in the proposal will be deemed as either not meeting the Mandatory Requirement or given zero points under the Rated Criteria.

1.7 Evaluation Criteria

Your Proposal should include: (i) Mandatory Requirements, (ii) a Service Proposal that demonstrates understanding of the scope and particulars of the Project, and should clearly address the following evaluation criteria; and (iii) in a separate envelope, a Financial Proposal that addresses the requirements set out in the Financial Proposal and Contractual Acknowledgement. A total of 100 available points will be allocated to the Proposal as follows:

Table X. Evaluation Criteria

Category	Available Points
(i) Mandatory Requirements	Pass / Fail
(ii) Service Proposal	X (specify)
• Experience and Qualifications of the Proponent	X (specify)
• Experience and Qualifications of Key Team Members	X (specify)
• Technical Feasibility	X (specify)
(iii) Financial Proposal	X (specify)
Total Available Points	100

1.7.1 Mandatory Requirements

For a proponent to be considered for this assignment, the following mandatory requirements must be met in the sole opinion of the _____ (Town/City/Region/Agency). Proposals not fully complying with the mandatory requirement will be deemed non-compliant and will be given no further consideration.

1.7.1.1 Commercial Qualifications

The Contractor **must** submit to the _____ (Town/City/Region/Agency):

1. Must demonstrate the ability to obtain a copy of Certificate of Approval issued to the proponent from the Ministry of the Environment to allow the proponent to complete the work outlined in this proposal, within six months of the award;
2. Copy of existing _____ (Town/City/Region/Agency) Consent or letter indicating the intent to obtain a _____ (Town/City/Region/Agency) Consent to operate a materials recycling facility.
3. Details of the Contractor' financial structure and the Audited (or appropriately certified) Financial Statements OR statement from their Financial Institution evidencing the ability of the Contractor to perform the contract.

4. A statement from a Bonding Company evidencing the ability of the contractor to provide a Performance Bond in the amount of _____ percent (___%) **(specify)** of the total annual amount of the contract.

1.7.1.2 Rated Criteria (100 Points)

Your proposal should include a demonstrated understanding of the scope and particulars of the assignment, the cost to complete the assignment, and should clearly address the following evaluation criteria which will be scored in relation to the available points stipulated.

1.7.2 Service Proposal

Your submission should include but not be limited to completion of the following four Statements of Appendix D:

- Form D1:** Describe the proponent's relevant experience in work of similar of scope and magnitude successfully completed within the past seven (7) years, or in which it is currently engaged. Provide a minimum of **three (3) or more** relevant clients from the list of experience as references. (Appendix D)
- Form D2:** Provide a list of the proposed senior supervisory staff with a summary of the relevant experience and qualifications of each. (Appendix D)
- Form D3:** Provide the name and address of each Subcontractor the Contractor proposes to use in order to complete the proposed Work, and states the portion of the proposed Work that would be allotted to each Subcontractor. (Appendix D)
- Form D4:** Provide the complete addresses and other details for their office, processing facilities, and other facilities for this Contract in order to allow the _____ **(Town/City/Region/Agency)** the opportunity to examine the proponent's ability to provide adequate services. (Appendix D)

1.7.2.1 Experience and Qualifications of the Proponent (____ points)

Provide a company profile of the proponent, and its subcontractors, and describe their overall experience in operating and maintenance of material recyclable facility and transfer station of similar scope and magnitude, and overall experience with meeting end market specifications.

The profile of the proponent should include the following information:

1. The correct legal name of the Proponent.
2. The name, title and telephone number of the Proponent's primary representative.
3. The full address of the Proponent.
4. The principal business of the Proponent.
5. The name of the proposed Project/Operations Manager.
6. A description of the Proponent's corporate organization.

Describe three (3) relevant project references from Appendix D, Form D1 Proponent Work Experience, that demonstrate the proponent's performance in the efficiency of material receiving, quality of processing operation, compliance with regulatory requirements, and cooperation and flexibility of Contractor/Service Provider. The _____ (Town/City/Region/Agency) reserves the right to verify information provided.

Demonstrate the proponent's ability to provide local contract administration within the _____ (Town/City/Region/Agency).

1.7.2.2 Experience and Qualifications of Key Team Members (____ points) (specify # of points)

Identify the Project Manager and key team members of the proposed project team, including those from specialized subconsultants, and describe their individual capabilities, respective roles and availability for this project. Resumes should be appended where appropriate. The _____ (Town/City/Region/Agency) reserves the right to verify information provided (Appendix D, Form D2).

1.7.2.3 Technical Feasibility (____ points) (specify # of points)

Describe the approach and methodology to be followed in completing all aspects of the assignment in order to achieve the stated project objectives.

- Demonstrate the proponent's ability to provide facilities strategically located within the _____ (Town/City/Region/Agency) which would be easily accessible and reduce overall collection costs.
- Provide a description of your proposed facility to include technical features of proposed facility and ability to process and market recyclable materials.
- Demonstrate the proponent's knowledge and experience of existing material markets and ability to maximize material revenues.
- Demonstrate the proponent's ability to meet the processing needs of the _____ (Town/City/Region/Agency) by _____ (Date).
- Provide a contingency plan to meet the processing needs of the _____ (Town/City/Region/Agency) in case the original timeline _____ (Date) is not achieved.
- Describe the methodologies that the proponent will employ to maximize efficiency and revenues while reducing overall processing and waste management system costs.
- Demonstrate the proponent's ability to meet the Specifications.

1.7.3 Financial Proposal (____ points) (specify # of points)

In a separate sealed envelope, provide a firm cost to complete the assignment, including all professional fees and expenses. Use the price proposal forms that are attached for this purpose, and return with your submission.

Points will be awarded based on **standard deviation** where the low cost responsive proposal receives full points, and other proposals lose points to the extent that they exceed the low cost responsive proposal. Financial points will only be awarded to Proponent who has met all the Mandatory Requirements and achieved a minimum score of **75% on their Service Proposal**. Proposals that do not meet the minimum score required will be deemed non-compliant, their Financial Proposal (unopened) will be returned and the Proponent will be given no further consideration.

1.8 Follow-on Contracts

The _____ (Town/City/Region/Agency) reserves the right to award subsequent phases of the project to the successful Proponent, and fees for any follow-on contract(s) shall be based on the same unit rates proposed under this Request for Proposal. The _____ (Town/City/Region/Agency) also reserves the right to request competitive proposals for subsequent phases of the project if deemed to be in the best interests of the _____ (Town/City/Region/Agency).

1.9 Selection Process

An evaluation team, overseen by _____ staff and facilitated by _____ will review all proposals received and score the proposals using a “**consensus**” approach, in relation to the criteria and points that are identified.

An award may be made solely on the basis of the proposal submission, without a meeting with the Proponent. However, one or more Proponents may be invited to attend a formal interview with the evaluation team, or to provide written clarification on their proposal.

1.10 Supplementary and General Conditions

The Supplementary Conditions, attached as Appendix B **and including the conditions listed below**, and General Conditions attached as Appendix C, form part of this RFP and shall form part of and be incorporated into any resulting contract.

1.10.1 Bid Deposit

A Bid Deposit is required with this Tender. The Bid Deposit must be an original and shall be in the amount of \$_____ (specify amount).

The Bid Deposit, in favour of the _____ (Town/City/Region/Agency) may be in the form of Cash, a Cheque certified by the Bank upon which it is drawn, a Bank Cheque, a Money Order, an Irrevocable Bank Letter of Credit (submitted on _____ (Town/City/Region/Agency) form, see Appendix D) or a Bid Bond from a Surety Company, authorized by law to carry on business in the Province of Ontario and approved by the _____ (Town/City/Region/Agency). Bidders may ascertain which Surety Companies have been approved, by contacting the _____. No interest shall be payable on any Bid Deposit.

A Bid Bond or Bank Letter of Credit (submitted on _____ (Town/City/Region/Agency) form, see Appendix D) submitted as a Bid Deposit, must be an original and be irrevocable for whatever period the tender is expressed to be open for acceptance and thereafter, if the RFP is accepted, until such time as the performance security has been provided. Should the RFP be accepted, the Bidder agrees that should the offer be withdrawn within the stated bid acceptance period, the bid deposit will be forfeited to the _____ (Town/City/Region/Agency).

1.10.2 Performance Security

A Performance Security will be required from the successful Bidder prior to the execution of a Contract or the placing of a Purchase Order. Such Performance Security may, at the discretion of the _____ (Town/City/Region/Agency), be either in the amount of _____ percent (____%) (specify percentage) of the total cost, in the form of Cash, a Cheque certified by the Bank upon which it is drawn, a Bank Cheque, a Money Order, an Irrevocable Bank Letter of Credit (on _____ (Town/City/Region/Agency) Form, see Appendix D) OR a Performance Bond in the amount of _____ percent (____%) (specify percentage) of the Annual cost of the Contract from a Surety Company authorized by law to carry out business in the Province of Ontario and approved by the _____ (Town/City/Region/Agency). Bidders may ascertain which Surety Companies have been approved, by contacting the _____. Such deposits will be retained until completion of the Contract to the satisfaction of the _____ (Town/City/Region/Agency). The Performance Security may be reduced at various stages of the Project, at the discretion of the _____ (Town/City/Region/Agency), to reflect the potential financial loss to the _____ (Town/City/Region/Agency).

Failure of a Bidder to file the required information within **seven (7) working days** after being requested to do so may be considered sufficient grounds for rejecting the tender and accepting the next lowest or any tender or requesting new tenders.

1.10.3 Insurance

The Contractor shall provide and maintain during the term of the Contract **Commercial General Liability** insurance acceptable to the _____ (Town/City/Region/Agency) and subject to limits of not less than \$_____ (specify) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. The Commercial General Liability insurance policy shall be in the name of the Contractor and shall name the _____ (Town/City/Region/Agency) as additional insured there under.

The Commercial General Liability insurance shall include coverage for:

- premises and operations liability
- products and completed operations liability
- blanket contractual liability
- cross liability
- severability of interest clause
- contingent employers liability
- personal injury liability

All the above insurance policies shall contain an endorsement to provide all named Insureds and additional Insureds with prior notice of cancellation or of a material change that would diminish coverage. Such endorsement shall be in the following form:

"It is understood and agreed that such insurance policies shall contain an endorsement to provide the named insureds and additional insureds with (30) days prior written notice of cancellation or of a material change that would diminish coverage."

The Contractor shall provide and maintain during the term of the Contract liability insurance in respect to owned or leased licensed **Motor Vehicles** subject to a limit not less than \$_____ (specify amount) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

1.10.4 Evidence of Insurance Satisfactory

Evidence of insurance satisfactory to the _____ (Town/City/Region/Agency) shall be provided prior to the commencement of work.

If the _____ (Town/City/Region/Agency) requests to have the amount of coverage increased or to obtain other special insurance for the Services for the Project, then the Contractor shall endeavour forthwith to obtain such increased or special insurance at the _____'s (Town/City/Region/Agency) expense.

The Contractor shall indemnify and save harmless the _____ (Town/City/Region/Agency), from any and all claims, demands, causes of action, loss, costs or damages that the _____ (Town/City/Region/Agency) may suffer, incur or be liable for, resulting from the performance of the Contractor of his obligations under this Contract.

1.10.5 Occupational Health and Safety Act

Bidders should note that, where the provisions of the Province of Ontario's *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, as amended, and Regulations there under apply to the services to be provided under a Contract resulting from this Request for Proposal, all of the responsibilities and obligations imposed upon the "constructor" under this Act must be assumed by the bidder. All costs for services/materials required to fulfil these obligations shall be included in the Contract price quoted. Should the _____ (Town/City/Region/Agency) become aware of any violations of this Act and Regulations, a notification will be made to the appropriate authorities. Where so warranted work could be suspended or indeed terminated without cost to the _____ (Town/City/Region/Agency)

The Contractor shall fulfil all of its obligations in compliance with the *Occupational Health and Safety Act*, and further agrees to take responsibility for any health and safety violation that may occur. Furthermore, if the _____ (Town/City/Region/Agency) (or any of its council members or employees) shall be made a party to any charge under the *Occupational Health and Safety Act* in relation to any violation of the said Act arising out of this contract, the Contractor shall indemnify and save harmless the _____ (Town/City/Region/Agency) from any and all charges, fines, penalties, and costs that may be incurred or paid by the _____ (Town/City/Region/Agency).

1.10.6 Workplace Safety and Insurance Board

The Contractor shall pay to the appropriate provincial Board/Commission all assessments and levies owing to the Board/Commission in respect to any resulting contract and any unpaid assessments or levies shall be the sole responsibility of the Contractor.

Prior to commencing work, Contractors required to be registered in Ontario, must provide evidence of compliance with the requirements of the Province of Ontario with respect to workers' compensation insurance.

Out-of-province Contractors are not exempt from having to register and must comply with the requirements of the Workplace Safety and Insurance Board of Ontario. Prior to commencing work, out-of-province Contractors not required to be registered in Ontario shall provide:

- a) written confirmation from the Workplace Safety and Insurance Board of Ontario stating the Contractor is not required to be registered in Ontario; and,
- b) evidence of compliance with the requirements of the province or territory of the Place of Business with respect to workers compensation insurance.

At any time during the term of the contract, when requested by the _____ (Town/City/Region/Agency), the Contractor shall provide such evidence of compliance by himself/herself and his/her Subcontractors. Failure to provide satisfactory evidence in respect to workers compensation insurance shall result in payment being held until satisfactory evidence of compliance, has been received by the Contractor.

1.10.7 Term of Council

Should this Contract/Contract Extension extend beyond the term of the current _____ (Town/City/Region/Agency) Council, the portion of the Contract/Contract Extension that extends beyond the term of Council shall be subject to the availability of funds within the budget approved by the new Council of the _____ (Town/City/Region/Agency). The continued provision of services or supply of materials by the Contractor after the first year of this contract is subject to the approval of _____ Council of the _____ (Town/City/Region/Agency) of the budget estimates to meet the proposed expenditures.

1.10.8 Approximate Quantities

Where approximate or estimated quantities are indicated in the Request for Proposal document, it is for the sole purpose of comparing proposals only. While these quantities have been carefully prepared based on historical data and anticipated future requirements, the _____ (Town/City/Region/Agency) is not bound to accept these quantities.

1.11 Proposal Validity

Proposals shall remain valid and open for acceptance by the _____ (Town/City/Region/Agency) for a period of _____ (specify days) calendar days, following the due date for receipt of proposals.

1.12 Submission of Proposal

Technical Proposals shall be submitted in a sealed package clearly marked, ***“RFP Technical Proposal for Recyclable Materials Processing”***, should include the following **Proposal Table of Contents**:

Table X. Proposal Table of Contents

- **Letter of Transmittal** containing a formal offer to provide the services in the Terms of Reference under the Conditions of this document (**Including which scenario is being bid**)
- **Technical Form of Proposal** - include all specified declarations and forms in Appendix D
- Team / Company Introduction
- **Facility Description** - include requested drawings here, bound or in a pouch
- **Marketing Aspects**
- **Timeline**
- **Contingency Plan**
- **Innovative Features** (if any)

Bid sheets (Appendix A) shall be submitted in a separate sealed package clearly marked, "*Bid Sheets for Recyclable Materials Processing Contract*", and should include the following Bid Sheets Table of Contents:

Table X. Financial Proposal Table of Contents

Bid Sheets – include all specified declarations and forms:

- Declaration of Proposal Submission
- Schedule of Base Proposal Prices
- Incremental Price for Additional # of Sorts
- Breakout Price for Incoming Material Audits
- Price adjustment for Innovative Suggestions

Please **provide one (1) unbound original, and six (6) bound copies of your Technical proposal**, and **one (1) original and six (6) copies of the bid sheets of your Financial Proposal**, signed by an authorized official, in a sealed envelope, clearly identified as to contents and addressed to:

(Town/City/Region/Agency)
(Complete address)

Proposals **MUST** be received at this location NOT LATER THAN **3:00 P.M.** LOCAL TIME, on _____ **(Date)**.

Proposals received after the above due date and time will not be considered, but will be returned unopened, to the Proponent.

1.13 Contracting Authority

For further information regarding the Request for Proposal, please contact:

(Town/City/Region/Agency)
(Complete address)

Proponents are advised that all communications with the _____ **(Town/City/Region/Agency)** related to this RFP prior to the closing date must be directly and only with the _____.

1.14 Privilege Clause

It is essential that the elements contained in the proposal be stated in a clear and concise manner. Failure to provide complete information as requested will be to the Proponent's disadvantage.

Proposals should be submitted in the format requested, with an index and preferably including the criteria subject to point rating in a clear identifiable location. If a Proponent feels that the conditions will restrict it unnecessarily in any way, it should so state in its proposal. Any deviation from the stipulated conditions should be given in detail with an explanation as to why such deviations are being proposed. The _____ (Town/City/Region/Agency) reserves the right to accept any proposal as submitted without prior negotiations. It is the responsibility of the Proponent to obtain clarification of the requirements contained herein, if necessary, prior to submitting a proposal.

Each proposal will be evaluated solely on its content. Assessment of the proposal commences immediately after closing date.

The _____ (Town/City/Region/Agency) does not accept proposals submitted by facsimile transfer machines or electronic mail.

The _____ (Town/City/Region/Agency) reserves the right to accept or reject any or all proposals received or to cancel the RFP in its entirety, all without any right of recourse on the part of any Proponent, and to seek clarification from one or more Consultants on the contents of their proposal submission.

The Proponent is advised that all communications with the _____ (Town/City/Region/Agency) related to this RFP during the bidding process must be made directly and only with _____.

This RFP does not commit the _____ (Town/City/Region/Agency) to award a contract or to pay any costs incurred in the preparation of a proposal, or attendance at a meeting with _____ (Town/City/Region/Agency) staff.

The _____ will only make official modifications to the RFP process, or to the actual "terms of reference" through official addendum issue. Any oral statement or other representation from any source should not be accepted as binding, unless confirmed through an official written addendum.

Section 2

Terms of Reference

2. Terms of Reference

2.1 Introduction

The _____ (Town/City/Region/Agency) collects recyclable materials from residential households and small commercial establishments on a _____ (specify) schedule. Recyclable materials will be delivered _____ (co-mingled/separately – specify) to the Proponent's facility(ies) every week, as set out in the current curbside collection calendar.

The estimated quantity of recyclable materials to be delivered is detailed in this Form of Proposal. Proponents are asked to identify pricing in the Bid Proposal Sheets _____ (insert bid sheet numbers). These estimated quantities are based on extrapolations from historical data up to _____ and are provided to give Proponents an indication of the general magnitude of the work and provide a basis for evaluating Proposals. The _____ (Town/City/Region/Agency), in no way, warrants or guarantees that such quantities will in fact be delivered and expressly disclaims any liability whatsoever arising from reliance or non-reliance on the data.

2.2 Scope of Responsibility

2.2.1 The _____'s (Town/City/Region/Agency) Responsibilities

The _____ (Town/City/Region/Agency) is responsible for:

- Supply of recyclable materials to the Contractor's facility;
- Regular monthly Contract Payments to the Contractor;
- Various other requirements as stipulated in the Specifications and Conditions outlined in this document.

2.2.1.1 Supply of Materials

Quantities provided in the Form of Proposal have been rounded to the nearest metric tonne and escalated for each year of the contract period reflecting past growth and anticipated increases in diversion. The total estimated quantity of material to be marketed from _____ to _____ are presented in _____.

2.2.1.2 Payment For Services

The _____ (Town/City/Region/Agency) will pay the Contractor in accordance with the Specifications and Conditions of this document.

2.2.1.3 Recyclable Material Quantities and Composition

Table X below summarizes the quantities and composition of the recyclable stream.

Table X. Quantity/Composition of Recyclable Materials

	Total Tonnes	% of Fibre	% of Containers	% of Total Recyclables
Clear Glass	(number)		(number)	(number)
Mixed Coloured Glass	(number)		(number)	(number)
Steel	(number)		(number)	(number)
Aluminum	(number)		(number)	(number)
PET	(number)		(number)	(number)
HDPE	(number)		(number)	(number)
Gable top / polycoat	(number)		(number)	(number)
Tubs & Lids	(number)		(number)	(number)
Containers Subtotal	(Sum)		(Sum)	(Sum)
News #8 (ONP8)	(number)	(number)		(number)
Cardboard (OCC)	(number)	(number)		(number)
Boxboard (OBB)	(number)	(number)		(number)
Hard Pack	(number)	(number)		(number)
Mixed Fibre	(number)	(number)		(number)
Telephone Books	(number)	(number)		(number)
Fibre Subtotals	(Sum)	(Sum)	(Sum)	(Sum)
Recycling Totals	(Sum)	(Sum)	(Sum)	(Sum)

The _____ (Town/City/Region/Agency) in no way warrants the accuracy or completeness of the compositional data and expressly disclaims any liability whatsoever arising from reliance or non-reliance on the data.

2.3 The Proponent's Responsibilities

The Specifications and Conditions for the Recyclable Containers Materials Processing Contract contain detailed and specific clauses outlining the Proponent's responsibilities once awarded the Contract.

The Proponent's primary responsibilities include:

- Provision of Proposal and Contract securities to the _____ (Town/City/Region/Agency);
- Satisfying the _____ (Town/City/Region/Agency), prior to the Contract start date, that processing capacity and capability will be available by the Contract start date;
- Processing the _____'s (Town/City/Region/Agency) materials to end market specifications;
- Marketing the materials at the best market rates available to the interests of the _____ (Town/City/Region/Agency);
- Collecting and paying market revenues to the _____ (Town/City/Region/Agency).

2.3.1 Provision of Security to the _____ (Town/City/Region/Agency)

A Performance Security will be required from the successful Bidder prior to the execution of a Contract or the placing of a Purchase Order. Such Performance Security may, at the discretion of the _____ (Town/City/Region/Agency), be either in the amount of _____ percent (____%) (specify percentage) of the total cost, in the form of Cash, a Cheque certified by the Bank upon which it is drawn, a Bank Cheque, a Money Order, an Irrevocable Bank Letter of Credit (on _____ (Town/City/Region/Agency) Form, see **Appendix _____**) **OR** a Performance Bond in the amount of _____ percent (____%) (specify percentage) of the average Annual cost of the Contract from a Surety Company authorized by law to carry out business in the Province of Ontario and approved by the _____ (Town/City/Region/Agency). Bidders may ascertain which Surety Companies have been approved, by contacting the _____. Such deposits will be retained until completion of the Contract to the satisfaction of the _____ (Town/City/Region/Agency). The Performance Security may be reduced at various stages of the Project, at the discretion of the _____ (Town/City/Region/Agency), to reflect the potential financial loss to the _____ (Town/City/Region/Agency).

Failure of a Bidder to file the required information within **seven (7) working days** after being requested to do so may be considered sufficient grounds for rejecting the tender and accepting the next lowest or any tender or requesting new tenders.

2.3.2 Timeline

Proponents must provide a detailed work plan with milestones, showing the company's ability to process materials starting on _____ (insert date). As well, a Contingency Plan **must** be submitted with the Proposal showing actions that will be taken to ensure materials will be processed should the company be unable to operate on (date). It is the sole responsibility of the Contractor to ensure Recyclable Materials are processed in accordance with the Contract and identified timelines at awarded bid price.

The Contractor will be required to meet with the _____ (Town/City/Region/Agency) as required in advance of the contract to review the progress of the facility's development. If either the _____ (Town/City/Region/Agency) or the Contractor determine that the facility will not be available to process the _____'s (Town/City/Region/Agency) materials by the Contract start date, the above noted Contingency Plan must be put into effect at no additional cost to the _____ (Town/City/Region/Agency).

2.3.3 Site and Provide Facility

It is the responsibility of the Contractor to site and provide the processing facility(ies), including securing of all necessary permits, certificates and approvals in accordance with all applicable laws, rules and regulations.

2.3.4 Process Materials

The Proponent will be required to separately process the _____'s (Town/City/Region/Agency) recyclable materials delivered to the facility(ies).

This document and Proponents' Base Proposal pricing, submitted as part of the Form of Proposal, are based on the following number of material sorts:

- **Recyclable Containers** Clear Glass, Mixed Glass, Aluminum, Steel, HDPE, PETE, Tubs & Lids (up to 20 L capacity), Polycoat containers, LCBO Containers, Spiral Wound containers
- **Recyclable Fibres** News #8(ONP8), Boxboard (OBB), Cardboard (OCC), Mixed Fibres, Hardpack, Phone books

Proponents are asked in the Form of Proposal for incremental costs to process an alternate number of sorts.

2.3.5 Market Materials

The Contractor will be required to market the _____'s **(Town/City/Region/Agency)** materials. The Contractor will be required, as noted in the Specifications, to regularly or at the _____'s **(Town/City/Region/Agency)** request, provide a minimum of three (3) written quotes for each material to be marketed, summarize these quotes and make recommendations to the _____ **(Town/City/Region/Agency)** of the most suitable market. For longer term market agreements, the _____ **(Town/City/Region/Agency)** must be provided with three written quotes and reserves the right to award or not award the longer term market agreement. The _____ **(Town/City/Region/Agency)** reserves the right to direct or Contract materials to any end market.

The materials must be processed and prepared in accordance with Institute of Scrap Recycling Industries Inc.'s Scrap Specifications Circular current year Guidelines for:

- a) Non-ferrous scrap
- b) Ferrous scrap
- c) Glass cullet
- d) Plastic scrap

and/or other respective and applicable end market specifications.

Proponents are asked, as part of the RFP, for details on their ability to:

- Secure markets for the materials
- Minimize end market load rejections
- Minimize residual

through processing techniques, separate bunkering and quality control measures.

2.3.6 Revenue Share

The _____ **(Town/City/Region/Agency)** shall receive _____% **(specify percentage)** of the revenue, net of transportation costs, from the sale of its recyclable materials. Proponents will be required to secure the best least-cost markets, as discussed above, collect payment from the end markets and remit such payments to the _____ **(Town/City/Region/Agency)** in accordance with the requirements set out in the Specifications and Conditions of this document.

2.4 Content of Proposal

Provide a description of the Proponent and relevant Team members associated with the delivery of service, including the roles to be played by all parties, their respective authority with respect to the operation and their normal workplace location.

Provide the following minimum level of information under the Proposal headings listed below.

2.4.1 Facility Description

- a) Indicate:
 - the location
 - overall processing capacity of the plant (tonnes/day) to include the number of shifts and staff required to achieve this capacity
- b) Provide a brief overview of the facility operation including:
 - Receiving and Unloading;
 - Segregation of _____ (Town/City/Region/Agency) material from other recycling contracts;
 - Processing (positive & negative);
 - On-site storage;
 - Marketing; and
 - Shipping.
- c) Provide a Site Plan and an Equipment General Arrangement Plan showing at a minimum:
 - tipping area;
 - Tipping Vehicle route through / at processing plant;
 - processing equipment labelled;
 - sorting stations labelled;
 - product storage area;
 - sorting cages / bins for materials and
 - office areas
- d) A copy of the Certificate of Approval for the facility.

2.4.2 Marketing Aspects

- a) Describe fully the proposed methods to conduct the incoming material audits per the Specifications.
- b) Describe fully the proposed method to account for materials processed under private contract separately from materials processed on behalf of the _____ (Town/City/Region/Agency) per the Specifications.

- c) Describe the proposed marketing team's experience and qualifications, in North American and worldwide Markets.
- d) Describe the processing techniques/quality control features that will be utilized to minimize end market rejection of material loads. Provide specific details for those materials known to be susceptible to market rejection. Include the number of end-market rejections that have been experienced in the last five years by your company

2.5 Timelines and Contingency Plan

- a) Provide a Timeline beginning with the Contract award **expected** _____ **(approximate date)**, demonstrating the development of the facility by the Contract start date of _____ **(date)** and include all-important milestones.
- b) Provide a Contingency Plan and timeline with the Proposal showing actions that will be taken to ensure materials will be processed should the company be unable to commence processing by _____ **(date)**.

2.6 Innovative Features

- a) Proponents are required to base their proposal submission, and all pricing contained therein, on the requirements set out in this RFP document (including all requirements of the Specifications and Conditions). Notwithstanding these requirements, Proponents are encouraged to provide innovative ideas and suggestions which they believe will improve upon the requirements set out in this document.
- b) Where applicable, Proponents should indicate the price adjustment, either extra ("+") or credit ("-") in dollars per tonne of total material marketed, which the _____ **(Town/City/Region/Agency)** will consider in its evaluation and upon which it may base subsequent Contract negotiations, if any, with the Proponent.
- c) Proponent's proposal will be kept confidential during the evaluation phase but may be openly discussed at _____ Council should staff recommend the Contractor's proposal.
- d) Any Innovative Feature that affects the Specifications or Conditions should be identified and the advantages and disadvantages of the feature explained.

Section 3

Specifications

3. Specifications

3.1 Scope of Work

- 3.1.1. The Work to be performed by the Contractor under this Contract consists of the processing of Recyclable Materials from _____'s (Town/City/Region/Agency) Residential Households and Small Commercial Establishments in accordance with the Specifications and Conditions and as directed by the _____ (Town/City/Region/Agency). Residential Households includes apartments as defined in Definitions – Section 4.
- 3.1.2. The Contractor shall perform the Work described in these Specifications and shall furnish a Materials Recycling Facility(ies) (MRF) with all materials, personnel and equipment required for the due execution of the Work set out or referred to in the Contract. The Contractor shall not be entitled to receive any remuneration from the _____ (Town/City/Region/Agency) other than provided for in the Schedule of Base Proposal Prices and payment of the Contract prices shall be full and final compensation for the Work.
- 3.1.3. The Contractor's general duties will include but not be limited to the following:
- a) receive, transfer, process, store, market and arrange shipping to end markets all recyclable materials delivered by the Haulers. The receiving, processing and storing activities must take place within the enclosed or covered portions of the MRF except as otherwise permitted in writing by the _____ (Town/City/Region/Agency).
 - b) processing of all recyclable materials shall be in accordance with the Conditions and Specifications of this Contract.
 - c) direct and continuously supervise delivery and shipping vehicles to safely minimize unloading time and traffic delays.

3.2 Operating Days and Time

- 3.2.1. The MRF shall be open to receive recyclable materials on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays, referred to herein as "Regular Days".
- 3.2.2. The MRF must be open, at a minimum, on Regular Days, between 7:00 AM and 7:00 PM, but the Contractor must be willing and able to accommodate periodic overtime and irregular hours as required from time to time at no additional cost to the _____ (Town/City/Region/Agency). The overtime is generally required during holiday week periods. Overtime may also be caused by exceptional circumstances such as snow or ice storms.
- 3.2.3. Any changes in hours of work initiated by the Contractor through the course of the Contract must receive approval by the _____ (Town/City/Region/Agency) before they become effective and the Contractor shall be responsible for advising the Haulers at least one week prior to the time changes.
- 3.2.4. In the event of a time change as approved by the _____ (Town/City/Region/Agency), the Contractor will monitor any impacts on the Haulers' operations as it relates to delivery to MRF and provide re-notification of the time change should the Haulers not conform with the new time schedule.

3.3 Statutory Holidays

3.3.1. For the purpose of this Contract, Statutory Holidays shall be the following days:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day

3.4 In the Event of a Statutory Holiday

3.4.1. When a Regular Day falls on a statutory holiday, there shall be no requirement to receive material on that day. The MRF for those weeks shall be open to receive Recyclable Materials on the following Saturday, making up for the missed day.

3.5 Working Hours during Holiday Schedule

3.5.1. The Contractor shall receive material during regular working hours (7:00 AM to 7:00 PM) during a Holiday Schedule.

3.5.2. The Contractor shall provide, at its own expense, such additional personnel and equipment as may be required as a result of the Holiday Schedule changes to provide continuous and uninterrupted service as specified under the Contract.

3.6 Contract Supervision

3.6.1. The _____ (Town/City/Region/Agency) shall have the right to enter the MRF and its property at any time to carry out any and all inspections.

3.6.2. The _____ (Town/City/Region/Agency) shall have the right to take photographs of the MRF's and/or Transfer Station's building(s), property, equipment and all materials.

3.6.3. The _____ (Town/City/Region/Agency) shall be provided with the address and telephone numbers of the Contractor's representatives who may be contacted on matters relating to this Contract and who shall have overall responsibility for the Contract.

3.6.4. The Contractor shall have on duty on all Regular and Holiday Scheduled Days, sufficient and qualified Managers and Supervisors that are able to properly supervise and train staff, and are able to manage the day-to-day operation and will work with the _____ (Town/City/Region/Agency) cooperatively to resolve problems.

3.7 MRF Maintenance and Security

3.7.1. The Contractor shall perform all scheduled maintenance at times when the MRF is not open for receiving and processing of Recyclable Materials, or in a manner so as not to interrupt the receiving, processing and shipping of Recyclable Materials.

- 3.7.2. The Contractor shall notify the _____ (Town/City/Region/Agency) at least fourteen (14) days in advance of any MRF shutdown. Each notice shall contain information regarding the time, duration and reasons for any shutdown and describe the alternate processing arrangements made by the Contractor, all at no additional cost to the _____ (Town/City/Region/Agency).
- 3.7.3. The Contractor shall immediately notify the _____ (Town/City/Region/Agency) of any significant interruption of processing or equipment breakdown at the MRF and shall promptly carry out any and all necessary repairs to the equipment, all at no additional cost to the _____ (Town/City/Region/Agency).
- 3.7.4. Recyclable Material is not allowed to build up or be stored in a way to impede the manoeuvrability of collection vehicles.
- 3.7.5. The building floor must be flat, level and free of debris so that collection vehicles are not driving on top of Recyclable Material or dumping on uneven ground.
- 3.7.6. All entrances, exits and throughways to the dumping area of the MRF must be kept free of permanent and/or temporary structures so that collection vehicles can manoeuvre safely.
- 3.7.7. The Contractor will be responsible to secure the MRF against unauthorized access and theft or damage to all areas of the site, including if necessary, with the use of electronic and physical surveillance.

3.8 MRF Equipment Maintenance

- 3.8.1. The Contractor shall perform all scheduled equipment maintenance at times or in a manner so as not to interrupt the receiving, processing and shipping of Recyclable Materials. The Contractor shall implement an equipment maintenance program. The Contractor must supply a copy of the equipment maintenance plan to the _____ (Town/City/Region/Agency).
- 3.8.2. Equipment shall be suitable to the use for which it is intended by the manufacturer, and for the volumes and throughput expected under this contract.
- 3.8.3. Should (in the opinion of the _____ (Town/City/Region/Agency)) any MRF equipment be the cause of non-compliance with the contract, the contractor must replace / repair / modify said equipment to obtain the desired performance at no cost to the _____ (Town/City/Region/Agency).
- 3.8.4. The _____ (Town/City/Region/Agency) shall be the sole judge as to the suitability of the MRF equipment.

3.9 Pilot Projects

- 3.9.1. The _____ (Town/City/Region/Agency) is committed to minimizing the cost of processing Recyclable Materials while maintaining its commitment to diverting Waste from landfill. To this end, the _____ (Town/City/Region/Agency) continues to explore new methods and technologies, and may, from time to time, undertake a pilot demonstration project(s).

- 3.9.2. In the event of a pilot project, the _____ (Town/City/Region/Agency) may suspend up to an amount equal to one week's incoming tonnage per year of Recyclable Material.
- 3.9.3. In the event of a pilot project, the _____ (Town/City/Region/Agency) may require the Contractor to sort additional types, quantities or any mixtures of recyclable material.
- 3.9.4. The _____ (Town/City/Region/Agency) may or may not require the Contractor's workforce and/or the Contractor's equipment to operate the pilot project. At that time, based upon the scope of the pilot, should the Contractor's workforce and/or the Contractor's equipment be required, the basis of payment will be determined by the _____ (Town/City/Region/Agency) through mutual consent with the Contractor. However, if the basis of payment is deemed by the _____ (Town/City/Region/Agency) to be in dollars per tonne of Recyclable Material, then the payment shall not exceed the Contract Price.
- 3.9.5. The _____ (Town/City/Region/Agency) reserves the right to contract or partner with any person, agency or firm, for the purposes of conducting a pilot project.

3.10 Safety and Training of Employees

- 3.10.1. The Contractor shall employ on the Work, only well trained and skillful workers.
- 3.10.2. The Contractor shall take all reasonable precautions to prevent damage, injury or loss at the MRF and to establish, maintain and enforce safety procedures for the protection of all workers and other persons at the MRF and/or Transfer Station.
- 3.10.3. The Contractor shall ensure that all employees are provided with protective footwear and upon the employees' request, gloves, safety glasses, noise protection and dust masks.

3.11 Certificate of Approval and _____ (Town/City/Region/Agency) Consent

- 3.11.1. The MRF shall be operated in accordance with all requirements of the Ontario Ministry of the Environment Certificate of Approval and _____ (Town/City/Region/Agency) Consent from the _____ (Town/City/Region/Agency) and all applicable laws, rules and regulations now or hereafter in effect.

3.12 MRF Capacity

- 3.12.1. The Contractor shall have the capacity to receive the _____'s (Town/City/Region/Agency) current and future quantities of Recyclable Materials and be able to manage the truck traffic from the Haulers.

3.13 Receiving Material for Processing

- 3.13.1. Scales must be maintained in good condition and must be certified for trade by Consumer and Corporate Affairs Canada. Scales shall be re-certified every six months at the Contractor's expense and records provided to the _____ (Town/City/Region/Agency). The _____ (Town/City/Region/Agency) may request proof of scale accuracy at any time.
- 3.13.2. The Contractor shall ensure all vehicles delivering Recyclable Materials are weighed upon entry to the Material Recovery Facility. Should the weigh scale be out of order, the Contractor shall make alternate arrangements to record weights that are satisfactory to the _____ (Town/City/Region/Agency). The _____ (Town/City/Region/Agency) shall be notified immediately of any scale malfunctions.
- 3.13.3. The Contractor will be required to weigh all vehicles delivering recyclable materials to the Contractors' facility upon entry and exit of the facility.
- 3.13.4. Recyclable Materials shall be delivered in two different, separate streams (Fibres and Containers) if the proponent is processing both streams at a given facility, otherwise the relevant single stream will be delivered.
- 3.13.5. In the event that a Hauler delivers a load of Recyclable Materials to the MRF that is deemed by the Contractor to be contaminated, the Contractor shall set aside the load. The _____ (Town/City/Region/Agency) shall be notified who will then, within two working days, inspect the load in question and should it be deemed that the load is unacceptable by virtue of the amount of contamination, the Hauler will remove the load and separate the contaminated materials from Recyclable Materials and redeliver the Recyclable Materials at the sole expense of the Hauler in question.
- 3.13.6. The Contractor shall ensure vehicles delivering Recyclable Materials to the MRF are serviced within fifteen _____ (specify) minutes from the time the vehicle arrives at the entrance gate to the time it exits.
- 3.13.7. Both recyclable materials streams delivered to the facility shall be in a compacted state.
- 3.13.8. The Contractor shall ensure that if any loads in question are held for the _____'s (Town/City/Region/Agency) inspection, that they are not mixed with any other loads of incoming material.
- 3.13.9. The _____'s (Town/City/Region/Agency) Recyclable Material shall not be mixed with any other Recyclable Materials from any other _____ (Town/City/Region/Agency) source or commercial establishment(s) and shall remain in a separate stream at all processing stages, unless approved by the _____ (Town/City/Region/Agency) or designate. This includes all inbound material storage, processing/sorting line, material storage after the processing/sorting line, bale production and residual.

3.14 MRF Processing

- 3.14.1. The Contractor shall receive, process, store, load and unload the Recyclable Materials within the enclosed or covered portions of the MRF. If Recyclable Materials are stored outside the Contractor accepts responsibility for all market downgrades and rejections and will pay the difference in market value between the downgrade and the normal grade marketed, to the

_____ (Town/City/Region/Agency) in the monthly revenue payment. The enclosed portions of the facility refer to those areas that are protected from all forms of weather. The contractor must ensure that if the facility intends to use protected areas i.e. extended roof, the material will not be affected by the rain, freezing rain, snow, sun or any other element which will affect marketability of the commodity(ies).

- 3.14.2. The Contractor must at a minimum be able to separate materials for end market and bale where required the following products, meeting the _____'s (Town/City/Region/Agency) chosen end market requirements:

Containers

- Clear Glass Jars and Bottles
- Coloured Glass Jars and Bottles
- Ferrous Metal
- Aluminum
- Gable Top Cartons and Aseptic Drinking Boxes
- PETE (bottle grade)
- HDPE (bottle grade)
- Tubs & Lids (up to 20 litres)
- LCBO Containers

Fibres

- ONP #8
- OCC
- OBB
- Hardpack
- Mixed Fibres
- Phone Books

- 3.14.3. The _____ (Town/City/Region/Agency) reserves the right to switch, change or modify the materials or combination of materials to be sorted at its sole discretion subject to the price schedule. The _____ (Town/City/Region/Agency) will provide a minimum of five (5) working days notice to any processing change. The _____ (Town/City/Region/Agency) will not require more than two (2) processing changes per month.

- 3.14.4. The Contractor shall process and prepare all Recyclable Materials in accordance with the Institute Scrap Recycling Industries Inc.'s Scrap Specifications Circular 2007 Guidelines for:

- a) Non-ferrous scrap
- b) Ferrous scrap
- c) Glass Cullet
- d) Plastic Scrap
- e) Paper Scrap

and/or

- f) and/or other respective end market company specifications chosen to receive materials by the _____ (Town/City/Region/Agency).

- 3.14.5. The Contractor shall have sufficient indoor storage space available to store up to one week of processed material at no extra charge to the _____ (Town/City/Region/Agency), while maintaining compliance with all applicable safety regulations and building codes. Glass Jars and Bottles may be stored outside at all times if the Contractor chooses. If Glass Jars and Bottles are stored outside, the Contractor accepts responsibility for all market downgrades and rejections.

- 3.14.6. The Contractor shall be responsible for all warehousing costs due to the Contractor's failure to process the material in accordance with market requirements or to process and transport material to the End Market in a timely manner.

- 3.14.7. In the event that no end market is found for a bale of mixed material and there is opportunity for materials in that bale to be remarketed, then, at the discretion of the _____ (Town/City/Region/Agency), the bale shall be reprocessed to pull out the marketable material. The processing cost will be split between the Contractor and the _____ (Town/City/Region/Agency).
- 3.14.8. All bales of recyclable material must be identified with the name of the Contractor, date baled and material in such a method so as not to be removed during shipping. Identification must be made by using an indelible marker.
- 3.14.9. One month prior to the Contract commencement, the Contractor shall submit for the _____'s (Town/City/Region/Agency) approval a Contingency plan in the event of disruptions of processing and/or shipments to market.
- 3.14.10. All Recyclable Material delivered to the Contractor shall remain the property of the _____ (Town/City/Region/Agency) who shall have the exclusive right to the Recyclable Materials collected, including most revenues from the sale of the material. Neither the Contractor, nor the Contractor's work force will be permitted or entitled to salvage, claim or possess any Recyclable Materials collected beyond what may be identified in the specifications.
- 3.14.11. The Contractor shall accept all liability for recyclable materials after acceptance at the recycling facility, and while in its possession prior to re-seller and/or end market acceptance.
- 3.14.12. The Contractor shall invoice the _____ (Town/City/Region/Agency) for services on a monthly basis, based on the quantities processed and shipped to markets during the previous month.

3.15 End Market Rejection

- 3.15.1. If the End Market rejects a Recyclable Material Load the Contractor shall immediately notify the _____ (Town/City/Region/Agency) in writing of the rejection. The Contractor will also indicate the cause of the rejection and the actions that will be taken to resolve the situation and prevent it from occurring again.
- 3.15.2. The _____ (Town/City/Region/Agency) may request, within reason, that any or all rejected loads be returned to the Contractor, to inspect rejected loads and have the load sorted of contamination to meet the End Market Specifications at no additional cost to the _____ (Town/City/Region/Agency).
- 3.15.3. If End Markets reject Recyclable Materials or pay a lesser price for the Recyclable Materials because the products do not meet End Market Specifications or minimum load weights are not met, in addition to any and all other remedies available to the _____ (Town/City/Region/Agency), the Contractor will pay to the _____ (Town/City/Region/Agency), any or all of:
- a) the loss in revenue from End Markets resulting from the Contractor's failure to process Recyclable Materials to Market Specifications, and
 - b) an amount equal to the cost, if any, of marketing the materials to an alternate market, and
 - c) all applicable transportation charges either for the material return or for re-consignment.

3.16 MRF Efficiency

- 3.16.1. The Contractor shall process 100% of all the Recyclable Material delivered to the MRF within two (2) working days of receiving the Recyclable Material. At the _____'s (Town/City/Region/Agency) discretion, this limit may be extended as a result of equipment failures, breakdowns peak days, or other emergencies. Low volume markets may be processed within 72 hours of delivery to the MRF, to avoid half load penalties, at the discretion of the _____ (Town/City/Region/Agency).
- 3.16.2. The Contractor must process the Recyclable Materials in a consistent manner so as to produce material that conforms to End Market Specifications.
- 3.16.3. It is the Contractor's responsibility to efficiently process Recyclable Materials by using appropriate methods that minimize the _____'s (Town/City/Region/Agency) total cost of the Contract while meeting End Market specifications. If the _____ (Town/City/Region/Agency) identifies an efficiency that will increase production and maintain or increase material quality, the Contractor shall not unreasonably refuse to alter the material process on a temporary or permanent basis.

3.17 Residue Management

- 3.17.1. Total residue from the collection and processing of container materials (Blue Box) shall not exceed _____ (specify) percent by weight of the total incoming recyclable containers. Fibre residuals shall not exceed _____ (specify) percent of the total incoming fibre materials (Black Box).
- 3.17.2. No Recyclable Material of any kind arising from any portion of the Work shall be thrown away, dumped, wasted or otherwise disposed of, without written approval of the _____ (Town/City/Region/Agency).
- 3.17.3. The Contractor shall dispose of Residue only at facilities or locations certified by the MOE to receive such waste.
- 3.17.4. The _____ (Town/City/Region/Agency) reserves the right to carry out its own residual audits at the MRF using a third party or _____ (Town/City/Region/Agency) staff at any time within any time period. The Contractor shall be bound by the audit results at the sole discretion of the _____ (Town/City/Region/Agency). If the audit finds that there is a high amount of revenue producing Recyclable Materials, the _____ (Town/City/Region/Agency) has the right to reclaim that revenue from previous bales of residual. Revenue loss based on the audit will not be restricted to but can be removed from the processing invoice.
- 3.17.5. The Contractor shall be responsible for submitting to the _____ (Town/City/Region/Agency) by the tenth (10th) day of the following month the residual weights disposed of in a format approved by the _____ (Town/City/Region/Agency).

3.18 Recyclable Material Audit and Data Tracking

- 3.18.1. The following information shall be recorded by the Contractor, and a copy of a weigh scale ticket provided to the hauler on delivery, for each Recyclable Material load delivered by the Hauler:
- a) Date
 - b) Entry Time
 - c) Departure Time
 - d) Transaction Number
 - e) Account Number
 - f) Contractor Name
 - g) Vehicle Identification Number or License
 - h) Material Type (Containers)
 - i) Gross Weight (kilograms)
 - j) Tare Weight (kilograms)
 - k) Net Weight (kilograms)
 - l) Weighmaster Identification
- 3.18.2. The Contractor shall be responsible for submitting to the _____ (Town/City/Region/Agency) within five (5) working days the inbound weights of the Recyclable Materials received in a format approved by the _____ (Town/City/Region/Agency).
- 3.18.3. The _____ (Town/City/Region/Agency) recognizes that the Contractor has or may wish to enter into private contracts outside the scope of this contract. The Contractor shall not engage in private contracts if:
- a) The private contracts compromise the _____'s (Town/City/Region/Agency) mandate or conflicts with the obligation of the Contractor hereunder;
 - b) Recyclable Materials received via private contractors may potentially contaminate the _____'s (Town/City/Region/Agency) Recyclable Materials.
 - c) It cannot keep materials from the _____ (Town/City/Region/Agency) residential contract separate from materials from other contracts at all stages of acceptance, processing, baling and marketing.
- 3.18.4. The Contractor shall submit with the RFP, for the _____'s (Town/City/Region/Agency) approval, details on how the Contractor shall account for how the materials processed under private contract will be kept separate from the Recyclable Materials processed on behalf of the _____ (Town/City/Region/Agency). This must include details on the separate bunkering of the _____ (Town/City/Region/Agency) materials from those of other contracts.
- 3.18.5. The _____ (Town/City/Region/Agency) reserves the right to carry out its own truck audit at the MRF using a third party. The Contractor shall be bound by the audit results at the sole discretion of the _____ (Town/City/Region/Agency).
- 3.18.6. The _____ (Town/City/Region/Agency) reserves the right to carry out its own bale audits at the MRF using a third party or _____ (Town/City/Region/Agency) staff at any time within any time period. The Contractor shall be bound by the audit results at the sole discretion of the _____ (Town/City/Region/Agency). If the audit finds that there is a high amount of revenue

producing Recyclable Materials in a bale of less valuable material, the _____ (Town/City/Region/Agency) has the right to reclaim that revenue from previous bales based on the audit. If the audit finds that there is a high amount of residual or Recyclable Material that are not part of the _____'s (Town/City/Region/Agency) Recycling Program, the _____ (Town/City/Region/Agency) has the right to reclaim the cost of processing those tonnages. Revenue loss or extra processing costs charged based on the audit will not be restricted to but can be removed from the processing invoice.

3.18.7. The Contractor shall retain on site and make available for inspection by the _____ (Town/City/Region/Agency) either electronic (disk) or printed weigh scale receipts of outbound (to End Markets) Recyclable Materials with the following information:

- a) Weighscale ticket number
- b) Shipping Date and Time
- c) shipping company name and contact person
- d) truck number and license plate number
- e) gross and tare truck weights
- f) individual load weights of each Recyclable Material

3.18.8. The Contractor shall submit to the _____ (Town/City/Region/Agency), within 5 days of confirmed weight receipt, a summary of all residual and the _____'s (Town/City/Region/Agency) inventory and shipped loads in the previous month organized by material type and including:

- a) Shipping Time and date,
- b) Material,
- c) Buyer Name,
- d) Hauler,
- e) Trailer #,
- f) Contractor bill of lading,
- g) Scale Ticket Number
- h) Weight (Tonnes),
- i) Confirmation of Weight by End Market (if possible)
- j) Material Value per metric tonne
- k) Market Value
- l) Shipping costs
- m) Net Revenue

3.19 Recyclable Material Ownership and Marketing

3.19.1. The _____ (Town/City/Region/Agency or Contractor – specify) shall receive _____% (insert revenue share as a %) of revenue from the sale of the Recyclable Material.

3.19.2. The Contractor shall not enter the _____'s (Town/City/Region/Agency) Recyclable Materials into any market contracts or commitments without the approval of the _____ (Town/City/Region/Agency).

- 3.19.3. The Contractor is responsible for providing the _____ (Town/City/Region/Agency) with the data for marketed materials of every load of materials marketed. These records are to be provided to the _____ (Town/City/Region/Agency) within 5 days of receiving a confirmed weight from the market for those loads. The contractor is to indicate which commodities it has received revenue for and the associated tonnages.
- 3.19.4. The Contractor shall be liable for any loss or damage to any part of the Recyclable Materials after delivery to the MRF. Ownership and title to all Recyclable Materials shall remain with the _____ (Town/City/Region/Agency) until accepted by an end market, or re-seller, but the contractor shall be responsible for proper handling of the materials in accordance with all clauses of this contract.
- 3.19.5. The Contractor shall arrange for shipment of processed Recyclable Materials to End Markets and such arrangements shall include the preparation and execution of all documents in relation to the shipment. Copies of Bills of Lading, Scale Tickets, Port of Entry Documents or other shipping documents to be provided at _____'s (Town/City/Region/Agency) request.
- 3.19.6. The Contractor shall ensure minimum load weights are achieved at all times.
- 3.19.7. The Contractor, in keeping with the _____'s (Town/City/Region/Agency) goal of maximizing revenues, shall ensure only cost effective and reliable transport companies are utilized to ship Recyclable Materials to the End Markets. The Contractor must provide three quotes on shipping when requested by the _____ (Town/City/Region/Agency). The _____ (Town/City/Region/Agency) retains the right to direct the Contractor to use any transport company to ship Recyclable Materials to an End Market.
- 3.19.8. The Contractor shall be responsible for the collection of Revenue from the sale of Recyclable Materials. The _____ (Town/City/Region/Agency) shall be responsible for any losses resulting from uncollected or un-collectible accounts that have been reasonably pursued for collection by the Contractor, in the opinion of the _____ (Town/City/Region/Agency).
- 3.19.9. Revenues received for Recyclable Materials will be submitted to the _____ (Town/City/Region/Agency) on a monthly basis.
- 3.19.10. The Contractor shall be responsible for providing a monthly End Market Report. This report is to include material marketed, Buyers information (Company name, address, contact name and phone number) and end use of material. This is meant to indicate due diligence of the contractor with respect to using markets that are in conformance with national and international laws.
- 3.19.11. The contractor cannot market any other material as "recyclables" that are not considered part of the _____'s (Town/City/Region/Agency) Residential Recycling Program without the _____'s (Town/City/Region/Agency) permission.

3.20 Timing of Invoices and Payments

- 3.20.1. The Contractor shall invoice the _____ (Town/City/Region/Agency) 10 days after the end of each month for:
- a) materials processed and actually shipped to markets during the previous month
 - b) the cost for disposing of the Hauler's portion of the residue resulting from the materials processed and shipped to market during the previous month.
- 3.20.2. The _____ (Town/City/Region/Agency) shall pay the Contractor's invoices to the _____ (Town/City/Region/Agency) within 30 days of receipt of each invoice.
- 3.20.3. The Contractor shall pay the _____ (Town/City/Region/Agency) for the revenues realized from the sale of recyclable materials, net of transportation costs, within 30 days of the end of the month when the materials were shipped to market. This payment shall be due regardless of whether the Contractor received payment for these materials from the end markets. These payments shall be reduced by the appropriate amount with sufficient backup to aid the _____ (Town/City/Region/Agency) in verifying the correctness of the adjustment.
- 3.20.4. Should the Contractor fail to make payment to the _____ (Town/City/Region/Agency) as specified, any outstanding amounts shall bear interest from the date such sums are due and owing at the Bank of Canada's Prime Rate plus two per cent (2%) per annum until paid, but this stipulation for interest shall not prejudice or affect any other remedy of the _____ (Town/City/Region/Agency) under this Contract.

3.21 Visitor Accommodation

- 3.21.1. The _____ (Town/City/Region/Agency) from time to time will require the Contractor to provide tours of its facility. The _____ (Town/City/Region/Agency) will, whenever possible, provide proper notification to the Contractor of any upcoming tour so that all proper health and safety precautions can be taken. Therefore, the facility will be kept in good order and maintained in a clean fashion at all times. Further, the Contractor has the right to reject any competing company from viewing any or all parts of its facility.

Section 4

Definitions

4. Definitions

In this Contract the definitions are as follows:

- a) **“Aluminum”** includes aluminum containers such as pop cans, pie plates, tart containers, TV dinner trays, roasters, and household aluminum foil.
- b) **“Aseptic Containers”** means any multi-layered beverage box container.
- c) **“Certificate of Approval”** means all Certificates of Approval or Provisional Certificates of Approval issued by the MOE for the MRF and/or Transfer Station.
- d) **“Completion of the Work”** means the time stipulated in the Contract Documents for the Contract to be dissolved between the Contractor and the _____ **(Town/City/Region/Agency)**, including any extension of the Contract term made pursuant to the Contract Documents.
- e) **“Conditions”** means all written material or printed descriptions outlining the conditions to which the Work, in compliance with the Specifications, is to be carried out under this Contract.
- f) **“Contamination”** means the presence of any item or material not accepted at an End Market as per its specifications and includes any item not defined as Recyclable Containers or Recyclable Fibre.
- g) **“Contract”** means the agreement covering the performance of the Work, including the supply of any and all work, labour, implements and materials that could reasonably be required properly and satisfactorily to complete the Work to be performed and also includes all Contract documents, the plans, specifications, contract bond and any written supplementary agreements that may be made in order to ensure the completion of the Work in an acceptable manner.
- h) **“Contract Prices”** means the prices set out in the Form of Proposal for which the Contractor will perform the Work.
- i) **“Contractor”** means the person, partnership or _____ **(Town/City/Region/Agency)** undertaking the execution of the Work under the terms of the Contract.
- j) **“_____ (Town/City/Region/Agency)”** means the _____ **(Town/City/Region/Agency)**.
- k) **“Council”** means the _____ **(Town/City/Region/Agency)** Council.
- l) **“CSR”** means Corporations Supporting recycling. Noted for publishing average market prices paid for recycled commodities in Canadian Markets at www.CSR.org
- m) **“End Market”** means the purchaser or receiver of the Recyclable Materials.
- n) **“End Market Specifications”** means the specifications for marketing Recyclable Materials as designated by the purchaser of the Recyclable Materials or as defined by the Institute of Scrap Recycling Industries, Inc.’s Scrap Specifications Circular (current year).
- o) **“Equipment”** means all machinery, equipment and vehicles used for preparing and executing the Work.
- p) **“Ferrous Metal”** means all steel food and beverage cans, paint cans and aerosol cans.

- q) **"Film Plastic"** means grocery bags, milk bags, milk pouches and other retail bags made of a thin flexible sheet, which does not hold a particular shape when unsupported and is sometimes marked with SPI code #4 or #2.
- r) **"Gable Top Cartons"** includes any folding top, paper beverage or food container.
- s) **"General Manager"** means _____, or designate who is authorized to act on the _____'s **(Town/City/Region/Agency)** behalf.
- t) **"Glass Jars and Bottles"** includes all glass food and beverage bottles and jars.
- u) **"Hauler"** means the companies contracted by the _____ **(Town/City/Region/Agency)** to collect and deliver Recyclable Materials to the Contractor's MRF and/or Transfer Station.
- v) **"HDPE"** means High Density Polyethylene plastic food and beverage containers sometimes marked with SPI code #2.
- w) **"In Writing"** means a form of communication that requires a permanent record such as fax, email or letter.
- x) **"Inspector"** means the person or persons appointed by the _____ **(Town/City/Region/Agency)** to be responsible for inspecting the quality and performance of the Contractor in undertaking the Work.
- y) **"LCBO Container"** means any container or package in which alcoholic beverages are sold by the Liquor Control Board of Ontario.
- z) **"LDPE"** means Low Density Polyethylene plastic sometimes marked with SPI Code #4. This plastic can either be a rigid or film.
- aa) **"Market Value"** means the price paid by end markets for Recyclable Materials multiplied by the Contractor's weight or end market's confirmed weight.
- bb) **"Materials Recovery Facility (MRF)"** means the machinery, equipment, buildings, structures, facilities, processes and operations located at the Contractor's Site to accept, sort, package, store, market and ship Recyclable Materials.
- cc) **"Metal Food and Beverage Containers"** means all steel and aluminum food and beverage cans and containers.
- dd) **"Mixed Plastic"** includes PETE, HDPE, PVC, LDPE (rigid and film), PP, PS, and Other.
- ee) **"MOE"** means the Ontario Ministry of Environment.
- ff) **"Other Plastic"** means any layered plastic food or beverage container sometimes marked with SPI code #7.
- gg) **"Paint Cans"** means any empty paint can with or without dried residue, and falls within the meaning of the definition "empty container" in the regulations made under the Environmental Protection Act Ontario.
- hh) **"PETE Containers"** means Polyethylene Terephthalate plastic containers sometimes marked with SPI Code #1.
- ii) **"Polycoat Containers"** means any paper-based carton packaging for beverage and food products. Polycoat cartons are made of bleached paperboard and polyethylene and some varieties (i.e., aseptic polycoat containers) have a micro-thin layer of aluminum foil in the middle.

- jj) **“Polystyrene”** means clean polystyrene plastic or foam materials such as those used for cups, plates, food trays, plant holders and packaging sometimes marked with SPI Code #6.
- kk) **“Polyvinyl Chloride (PVC)”** means clean food and beverage containers sometimes marked with SPI code #3.
- ll) **“Recyclable Containers”** means Glass Bottles and Jars, Ferrous Metal, Aluminum, Mixed Plastic, Gable Top Containers and Aseptic Containers and such other materials as may be designated by the _____ **(Town/City/Region/Agency)**.
- mm) **“Recyclable Material(s)”** means Glass Bottles and Jars, Ferrous Metal, Aluminum, Gable Top Cartons, Aseptic Containers, Mixed Plastic and such other materials as may be designated by the _____ **(Town/City/Region/Agency)**.
- nn) **“Residential Household”** means any Residential Property, including Apartments, receiving Curbside Waste, Recyclable Material, Leaf and Yard Waste, Organic Material and Christmas tree collections.
- oo) **“Residue”** means waste generated from the processing operation or any other non-hazardous solid material that is not processed or is not disposed of as Recycled Materials and that may be disposed of at any approved landfill located in the _____ **(Town/City/Region/Agency)** according to the Certificates of Approval issued from time to time to the operators of those facilities pursuant to the Environmental Protection Act (Ontario).
- pp) **“Site”** means the physical location of the MRF and/or Transfer Station.
- qq) **“Small Commercial Establishment”** means any place other than a Residential Property and includes retail outlets, schools, daycares, churches, restaurants and other places of business that put out Waste or Recyclable Material for curbside collection and which meets the _____’s **(Town/City/Region/Agency)** objective of 5 Lifts of Waste per Week, per Small Commercial Establishment and any other requirement established by the _____ **(Town/City/Region/Agency)**.
- rr) **“Specifications”** means all written material or printed descriptions or instructions pertaining to the method and manner of performing the Work, or to the quantities and qualities of the works to be carried out under the Contract.
- ss) **“SPI Code”** means the Society of the Plastics Industry voluntary coding system for plastic that identifies bottles and other containers, packaging and products by material type to help recyclers sort plastic by resin composition.
- tt) **“Subcontractor”** means a person, partnership or _____ **(Town/City/Region/Agency)** undertaking the execution of part of the Work by virtue of an agreement with the Contractor.
- uu) **“Supervisor”** means the Contractor’s authorized representative in charge of the Work.
- vv) **“Transfer Station”** means the machinery, equipment, buildings, structures, facilities, processes and operations located at the Contractor’s Site to accept and transfer Recyclable Materials to a certified MRF or to an End Market.
- ww) **“Tubs and Lids”** means a mixture of plastic tubs made of PP, LDPE and HDPE and some PS. Margarine, yogurt, cottage cheese and ice cream are examples of foods sold tubs.
- xx) **“Work”** means the total operations and related services required by the Contract Documents.

Appendix A

Financial Proposal

Appendix A. Financial Proposal

The Proponent offers to provide the services detailed herein and as further detailed in the Proponent's proposal, to the acceptance of the stated _____ (Town/City/Region/Agency):

INSTRUCTIONS TO PROPONENTS

Form 1 Schedule of Base Proposal Prices

For each year, Proponents are to calculate the "Amount", by multiplying the "Estimated Tonnes" (of materials shipped to end markets) by the corresponding "Unit Price", and insert into the Form. Proponents are to calculate the "Total Price", by summing the "Amount" column, and insert into the Form.

Form 2 Incremental Unit Cost for Additional Number of Sorts

Proponents are to base their Proposal submissions on the following number of material sorts:

- containers only: _____ sorts
- fibres only: _____ sorts

Proponents are to provide the "Incremental Unit Price" (in dollars per tonne) to provide the additional number of material sorts, for the scenario being bid on. If the _____ (Town/City/Region/Agency) chooses to add an additional number of sorts, the "Incremental Unit Price" will be added to the "Unit Prices" provided in Forms _____ to calculate the revised "Unit Price".

Form 3 Breakout Price For Incoming Material Audits

Proponents are to have included in their "Unit Prices" provided, the cost to carry out the incoming material audits (1 truck/material stream/week), in accordance with the Specifications. Proponents are to provide the "Breakout Price" for these audits (in dollars per tonne). This "Breakout Price" will apply and be utilized by the _____ (Town/City/Region/Agency) to calculate the applicable revised "Unit Prices" if the _____ (Town/City/Region/Agency) chooses to eliminate, reduce or increase the number of audits required to be carried out by the Contractor.

FORM OF PROPOSAL

FORM 1

DECLARATION OF PROPOSAL SUBMISSION

TO THE _____ (Town/City/Region/Agency)

(Complete Address)
Herein called The _____ (Town/City/Region/Agency)

The Proponent:

1. Agrees that the Proposal, including the Proponent's agreement to the _____'s (Town/City/Region/Agency) Specifications and Conditions and prices submitted in the Form of Proposal is irrevocable and continues to be open for acceptance for a period of ninety (90) days from the closing date of the RFP.
2. Agrees that all expenses incurred by the Proponent in responding to the RFP and in negotiating an agreement are the Proponent's sole responsibility and that the _____ (Town/City/Region/Agency) shall not be liable under any circumstances for all or any such expenses, whether direct, indirect or consequential.
3. Agrees that any or all Proposals may be rejected, that any irregularity in any Proposal may be waived by the _____ (Town/City/Region/Agency), and further agrees that the Proposal Call process, or any part thereof, may be discontinued at any time,
 - a) prior to the acceptance of a Proposal, or
 - b) after acceptance, if there are outstanding matters to be negotiated and a mutually satisfactory agreement is not concluded within 30 days after said acceptance.
4. Warrants that it possesses the experience, knowledge, skills, ability and capacity to fully implement the Proposal in an effective, expeditious, efficient and good and worker like manner.
5. Shall, if its Proposal is accepted by the _____ (Town/City/Region/Agency), execute an agreement with the _____ (Town/City/Region/Agency) in accordance with the RFP and the Proposal or, where there are outstanding matters to be negotiated, negotiate in good faith the outstanding matters to finalize an agreement with The _____ (Town/City/Region/Agency).
6. Agrees that no partnership shall be formed or any agency relationship created between the Proponent and the _____ (Town/City/Region/Agency) by reason of the acceptance of the Proposal by The _____ (Town/City/Region/Agency).
7. Submits herewith a security deposit in the amount of \$ _____ (specify) as stipulated in the Supplementary and General Conditions.
8. Agrees that the security may be forfeited to The _____ (Town/City/Region/Agency) if:
 - a) the Proponent purports to revoke its Proposal prior to _____ (date) or

- b) the Proponent's Proposal is accepted and the Proponent fails to execute an agreement with the _____ (Town/City/Region/Agency) in accordance with the RFP and the Proposal or, where there are outstanding matters to be negotiated, fails to negotiate in good faith the outstanding matters and finalize an agreement with the _____ (Town/City/Region/Agency).

9. Confirms that no person, firm or _____ (Town/City/Region/Agency) has any interest in the Proposal other than the Proponent and the persons, firms or Cities listed in Column I below who have the respective interest set out opposite under Column II:

Column I

Column II

- | | |
|--|-------|
| 1. _____
(insert NIL if this is the case) | _____ |
| 2. _____ | _____ |

10. Agrees that this Proposal is made by the Proponent without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a Proposal for the same work and is in all respects fair and without collusion or fraud.
11. Agrees that no member of the _____ Council and no officer or employee of _____ (Town/City/Region/Agency) is, will be, or has become interested, directly or indirectly, as a partner, stockholder, surety or otherwise, howsoever, in or in the performance of the said Proposal or in the supplies to be used therein, or in any of the moneys to be derived there from.

Note: Each Town/City/Region/Agency that may utilize this Model FRP shall develop their own bid sheets to suit.

FORM OF PROPOSAL

Contractual Acknowledgement

The Proponent hereby agrees to be legally bound by the provisions of the resulting Agreement, including, but not limited to, the Supplementary Conditions (Appendix B), and the General Conditions (Appendix C), which are attached. The Proponent further acknowledges and agrees that the final terms of the resulting Agreement with the _____ (Town/City/Region/Agency) will be concluded and become legally binding on both parties upon receipt and acceptance by the Proponent of a Purchase Order issued by the _____ (Town/City/Region/Agency). The Proponent further agrees that acceptance of the Purchase Order will be deemed to take place five (5) business days after receipt of a Purchase Order, unless the Proponent provides the _____ (Town/City/Region/Agency) with a written objection to, or refusal of, the Purchase Order within the said five (5) business day period.

Signed this _____ day of _____, 20_____.

I have the authority to bind the _____
(Town/City/Region/Agency).

(Print Name and Title)

(Signature)

(Print Company Name)

(Print Company Address)

(Print Telephone No.)

(Print Email Address)

(Print Fax No.)

The Proponent is to certify that the costs offered to the _____ (Town/City/Region/Agency) in response to this competitive opportunity are at least as low as those offered to their best/most favoured clients for work similar scope and magnitude. Should an audit, or subsequent information demonstrate that the certification is in error, it is agreed that the Contractor shall make re-payment to the _____ (Town/City/Region/Agency) in the amount found to be in excess of the lowest unit rates.

Proponent accepts:

(Print Proponent Name)

(Date)

Appendix B

Sample Supplementary Conditions

Appendix B. Sample Supplementary Conditions

Note: These Supplementary Conditions are a sample set of supplementary conditions. Each Town/City/Region/Agency that may utilize this model RFP shall develop their own Supplementary Conditions as a means to alter/amend their own General Conditions.

_____(Town/City/Region/Agency)

B1. _____'s (Town/City/Region/Agency) Authority

- B1.1. Should any discrepancy or differences of opinion or misunderstandings arise as to the meaning of the Contract, including, Definitions, Conditions, Specifications, or as to any omissions there from, or misstatements therein, in any respect, or as to the quality of Work, or any part thereof, or as to the due and proper execution of the Work, or as to the measurement of quantity or valuation of any Work executed, or to be executed under this Contract, or as to extras hereupon, or deductions there from, or as to any other questions or matters arising out of the Contract, the same shall be determined by the _____ (Town/City/Region/Agency) who shall have the right at all reasonable times to visit, enter and inspect any buildings, factories, workshops, works or site of the Contractor or others, wherever any Work is being done in connection with this Contract; and the _____'s (Town/City/Region/Agency) decision shall be final and binding upon all parties concerned, and from it there shall be no appeal; and the Contractor shall immediately, when ordered by the _____ (Town/City/Region/Agency) proceed with and execute the Work, or any part thereof, forthwith, according to such decision, and such additions to or deductions from the Contract Prices as are provided under the terms of the Contract, without making any claim for any extension of time in completing the Contract, unless arranged in writing with the _____ (Town/City/Region/Agency) as herein provided.
- B1.2. The _____ (Town/City/Region/Agency) shall have supervision and direction of the Work. The _____ (Town/City/Region/Agency) shall have authority to stop the Work whenever such stoppage, in the opinion of the _____ (Town/City/Region/Agency), may be necessary to ensure the proper execution of the Contract. The _____ (Town/City/Region/Agency) shall also have authority to reject all work and materials, and to order the force increased or diminished, in its sole discretion.

B2. _____'s (Town/City/Region/Agency) Representative

- B2.1. The _____ (Town/City/Region/Agency) may designate an authorized representative to act in the _____'s (Town/City/Region/Agency) place and stead with respect to the supervision and direction of the Work, and any representative so designated shall have the full power to approve the manner of performing the Work in every particular, and the Contractor shall follow the instructions of the person so designated.

B3. Performance Security

- B3.1. The deposit made with the Proposal shall be released to the Contractor when the Contract has been signed by him, all conditions and requirements of the Request for Proposal have been met, including submission of Workers' Safety and Insurance Board coverage, Insurance certificates, Certificate of Approval to operate a Waste Management Facility, _____ (Town/City/Region/Agency) Consent and the performance bonds or letters of credit are deposited with and approved by the _____ (Town/City/Region/Agency).
- B3.2. The performance bonds or letters of credit deposited with the _____ (Town/City/Region/Agency) in connection herewith shall be held by the _____ (Town/City/Region/Agency) to secure the due performance and observation of the Contract and the payment of all creditors as required by the Contract.

ADMINISTRATION

B4. Verbal Arrangements

- B4.1. In all cases of misunderstandings and disputes, verbal arrangements will not be considered but the Contractor must produce written authority in support of any contentions, and shall advance no claim in the absence of such written authority, or use, or attempt to use, any conversation with any parties against the _____ (Town/City/Region/Agency), or in prosecuting any claim against the _____ (Town/City/Region/Agency).
- B4.2. In the event of an emergency situation or other urgent matter the _____ (Town/City/Region/Agency) or the Contractor may give verbal notice, provided that such notice is confirmed in writing, at the earliest reasonable opportunity.

B5. Notice to Contractor

- B5.1. In any written or printed notice to the Contractor, in respect of any Work of any nature required to be done under any of the provisions of the Contract, or of any other matter, or where any of the requirements of the Specifications have not been observed, a reference in such notice to a clause or clauses bearing upon the matter, and a description of the locality in a manner that is sufficiently clear, in the opinion of the _____ (Town/City/Region/Agency), to indicate where the defect or trouble exists, shall be deemed to be and shall be sufficient notice.
- B5.2. Any notice permitted or required to be given to the Contractor or the _____ (Town/City/Region/Agency) in respect of the Work shall be deemed to have been given to and received by the addressee on the date of delivery if delivered by hand or by facsimile transmission and on the fifth (5) day after the date of mailing if sent by mail. Any notice to the Contractor shall be sufficiently given if handed to the Contractor or Contractor's clerks or agents, or delivered to the Contractor's last known address, and such notice shall be deemed to have been received on the date so delivered.
- B5.3. The Contractor shall maintain an office equipped with a phone and a facsimile machine. The Contractor shall also provide and maintain computers equipped with electronic mail connections (email) and be equipped with the Internet service - Internet Explorer 5.5 to allow access to the _____'s (Town/City/Region/Agency) database. The Contractor must provide

staff who are trained to operate this equipment. The Contractor and the _____
(Town/City/Region/Agency) shall provide each other with their respective mailing addresses, telephone numbers and facsimile terminal numbers at the commencement of the Work.

- B5.4. Notwithstanding the foregoing provisions with respect to mailing, in the event that it may be reasonably anticipated that due to any strike, lockout, or similar event involving an interruption in postal service, any payment or communication will not be received by the addressee by no later than the fifth (5) business day following the mailing thereof, then the mailing of any such payment or communication as aforesaid shall not be an effective means of sending the same but rather any payment or communication must then be sent by an alternative means of delivery as may reasonably be anticipated will cause the payment or communication to be received in a reasonably expeditious manner by the addressee.

B6. Certificate of Approval and _____ (Town/City/Region/Agency) Consent

- B6.1. The Contractor must hold a Certificate of Approval for a Waste Processing Facility issued by the Ontario Ministry of the Environment before commencing the Work. A copy of the certificate and a listing of the amendments including all attachments will be submitted to the _____ (Town/City/Region/Agency) prior to commencement of the Work and such Certificate shall remain in effect for the duration of this Contract.
- B6.2. The Contractor must secure a _____ (Town/City/Region/Agency) consent to operate a recycling facility in accordance with (any appropriate Town/City/Region/Agency documentation) no later than 30 days prior to the start-up of the facility. Failure to obtain said consent will vitiate the contract award. The Contractor should submit a letter of intent to obtain said consent to _____ within 30 days of contract award.

B7. Bribery

- B7.1. Should the Contractor or any of the Contractor's agents give, or offer any gratuity to, or attempt to bribe, any member of the _____ (Town/City/Region/Agency), Council or officer of the _____ (Town/City/Region/Agency), the _____ (Town/City/Region/Agency) shall be at liberty to terminate the Contract forthwith, or to direct the _____ (Town/City/Region/Agency) to take the whole or any part of the Work out of the hands of the Contractor.

B8. Indemnity

- B8.1. The Contractor shall indemnify and save harmless the _____ (Town/City/Region/Agency), its officers and agents from and against any and all claims, all costs and expenses, including legal fees, arising in any way out of the performance of the Work. Without limiting the generality of the foregoing, such claims include:
- a) all claims for personal injury or death;
 - b) all claims in respect of damage to real or personal property, whether public or private, including but not limited to lands, buildings, structures, utilities, and cleaning due to mechanical failure;
 - c) all claims relating to infringement of any right or privilege;

- d) all claims relating to inventions, copyrights, trademarks or patents and right thereto used in doing the Work;
- e) any claim or charge at law or in equity; and
- f) all claims for Emergency Services such as ambulance, fire and police.

B9. Contractor's Liability

- B9.1. The Contractor shall assume the defence of and indemnify and save harmless the _____ (Town/City/Region/Agency) and its officers and agents from all claims relating to labour and materials furnished for the Work, and to inventions, copyrights, trademarks, or patents, and rights, thereto, used in doing the Work, and in subsequent use and operation of the Work or any part thereof upon completion.
- B9.2. Without limiting the generality of the foregoing, the Contractor will be responsible to conduct thorough and proper investigation of all Third Party Claims, regardless of their severity, and to provide a prompt, courteous and informative response to any and all claimants and will in any event, act in such manner as to avoid adverse publicity and lawsuits to the extent reasonably possible. Any breach of this requirement will be notified to the Contractor in writing, and in the event the Contractor fails to rectify the breach to the satisfaction of the _____ (Town/City/Region/Agency) within 15 days, the _____ (Town/City/Region/Agency) may take such action as may reasonably be required, and any and all expenses incurred may be deducted or collected by the _____ (Town/City/Region/Agency).
- B9.3. The Contractor shall be responsible for any and all damages or claims for damage, for injuries or accidents done or caused by the Contractor or the Contractor's employees or resulting from the prosecution of the Work or any of the Contractor's operations or caused by reason of the existence or locations of the Work or of any materials, plant or machinery used therein or thereon, or which may happen by reason thereof, or arising from any failure, neglect or omission on the Contractor's part or on the part of the Contractor's employees to do or perform any or all of the several acts or things required to be done by the Contractor or the Contractor's employees under the terms of this Contract, and agrees to hold the _____ (Town/City/Region/Agency) harmless and indemnify it for all such damages and claims for damages and in the case of the Contractor's failure, neglect, or omission to observe or perform faithfully and strictly all of the provisions of this Contract, the _____ (Town/City/Region/Agency) may either with or without notice (except where in this Contract is specially provided for) and then upon giving the notice therein provided for, take such steps, procure such material, plant and workers and do such work or things as the _____ (Town/City/Region/Agency) may deem advisable toward carrying out and enforcing the same and any and all expenses incurred may be deducted or collected by the _____ (Town/City/Region/Agency) under the provisions of Section 12.0 and any such action by the _____ (Town/City/Region/Agency) as the _____ (Town/City/Region/Agency) is herein empowered to take, shall not in any way relieve the Contractor or the Contractor's Sureties from any liability under the Contract.

B10. Books, Payrolls, Accounts and Records

- B10.1. Contractors supplying _____ (Town/City/Region/Agency) based staff for the position of Administrative Staff including Data Management, Accounts Management, Invoicing, and Marketing will be preferred.
- B10.2. The Contractor shall maintain and keep sufficiently complete and accurate books, payroll, accounts and records relating to the performance of the Contract to permit their verification and audit and they shall have no claim to payment unless such books, payrolls, accounts, and records have been so maintained and kept.
- B10.3. The _____ (Town/City/Region/Agency) may inspect and audit the books, payrolls, accounts and records of the Contractor as it pertains to this Contract at any time during the period of the Contract and thereafter, as deemed necessary, and the Contractor shall supply certified copies of payrolls and other records required whenever requested by the _____ (Town/City/Region/Agency).
- B10.4. The Contractor shall furnish all the time sheets, records and other vouchers for verification, on request by the _____ (Town/City/Region/Agency).
- B10.5. The Contractor shall preserve all original books, payrolls, accounts, and records relating to the performance of the Contract or to claims arising there from, for a period of three (3) years after the Completion of the Work or the final settlement of all claims whichever is longer.

B11. Strike Contingency Plan

- B11.1. One month prior to the Contract commencement, the Contractor shall submit to the _____ (Town/City/Region/Agency), a strike contingency plan. The strike contingency plan will address alternative methods for the processing of Recyclable Materials in the event of a strike by the Contractor's workers.
- B11.2. The strike contingency plan will be subject to the approval of the _____ (Town/City/Region/Agency) and will be updated by the Contractor once every two (2) years. All updates will be subject to approval by the _____ (Town/City/Region/Agency).

FINANCIAL

B12. Money Due the _____ (Town/City/Region/Agency)

- B12.1. Notwithstanding any other provision in this Contract, the _____ (Town/City/Region/Agency) shall have the right to retain out of any moneys due to the Contractor under this or any other contract with the Contractor such sum or sums as the _____ (Town/City/Region/Agency) may deem necessary to protect the _____ (Town/City/Region/Agency) from any claims against it by Third Parties arising out of the Contractor's performance or non- performance of this Contract and to guarantee the Contractor's payment to the _____ (Town/City/Region/Agency) of all sums which may have been, or may in the future be judged payable to it by the Contractor under any provision of this Contract.
- B12.2. Should the amount retained prove insufficient to meet the Contractor's financial obligations the _____ (Town/City/Region/Agency) may enforce its claim for any deficiency

against the Contractor or the Contractor's Surety in any court of competent jurisdiction. Should the amount retained exceed the total of any claims and associated legal costs, the excess will be paid over to the Contractor without interest within 30 days of a final determination of the amount properly owing.

- B12.3. Where there is a question of non-performance by the Contractor of the Work, the _____ (Town/City/Region/Agency) may withhold payment, in whole or in part, at the _____'s (Town/City/Region/Agency) discretion and the _____ (Town/City/Region/Agency) may retain from any moneys otherwise due to the Contractor an amount or amounts equivalent to damages suffered by the _____ (Town/City/Region/Agency) as a result of non-performance or other breaches of Contract by the Contractor.

B13. Claims for Wages

- B13.1. The _____ (Town/City/Region/Agency) may settle any claim for damages, and may pay all wages overdue, or the price of any materials for which payment by the Contractor or the Contractor's Subcontractors is in arrears, and the amount thereof shall be a debt due by the Contractor to the _____ (Town/City/Region/Agency), and shall be deducted or collected by the _____ (Town/City/Region/Agency) as provided in C12, but the _____ (Town/City/Region/Agency) does not assume any liability in this respect, nor shall the persons to whom such wages are paid become the servant of the _____ (Town/City/Region/Agency) by such payments.

B14. Payment

- B14.1. For the Processing of Recyclable Material the total monthly Contract payment shall be established by multiplying the total tonnes successfully marketed, by the applicable Unit Price as put forth in the Schedule of Base Proposal Prices in the Form of Proposal.
- B14.2. The Contractor shall submit within ten (10) calendar days of the last day of each month, an invoice for the Work done in the month leading up to the last day including the Hauler's residual allocation for waste disposed as per Specifications Section 17. Where the tenth day falls on a Saturday, Sunday or a statutory holiday, the tenth day shall be deemed to be the first normal working day following the Saturday, Sunday or statutory holiday. The _____ (Town/City/Region/Agency) shall make payment within thirty (30) days of receipt and acceptance of the invoice. Where the latest date for payment falls on Saturday, Sunday or statutory holiday, the latest day for payment shall be deemed to be the first normal working day following the Saturday, Sunday or statutory holiday. The _____ (Town/City/Region/Agency) will bear no responsibility for delays in approval of invoices that are improperly submitted.
- B14.3. Where the _____ (Town/City/Region/Agency) disputes the amount of the invoice, the _____ (Town/City/Region/Agency) shall make payment of the undisputed amounts within the time limits described. The dispute shall be resolved in accordance with Section C1, "_____'s (Town/City/Region/Agency) Authority". The _____ (Town/City/Region/Agency) may require the Contractor to reissue separate invoices of disputed and undisputed amounts and/or issue credits prior to making payment of undisputed amounts.

- B14.4. The _____ (Town/City/Region/Agency) shall not be liable for, or be held to pay, any moneys to the Contractor except as provided above, and on making the completion of payment aforesaid, the _____ (Town/City/Region/Agency) shall be released from all claims or liability to the Contractor for anything done, or furnished for, or relating to the Work, for any act or neglect relating to the Work, except as claims against the _____ (Town/City/Region/Agency) for the remainder, if any, of the amounts kept or retained as provided above.
- B14.5. Payment to the Contractor will be made out of the funds under the control of the _____ (Town/City/Region/Agency) in its public capacity, and no member of the _____ Council or officers of the _____ (Town/City/Region/Agency) is to be held personally liable or responsible to the Contractor under any circumstances whatever.
- B14.6. The Contractor shall pay all government sales taxes, customs duties and excise taxes with respect to the Contract. Where an exemption or recovery of government sales taxes, customs duties or excise taxes is applicable to the Contract, the procedure shall be as established by the _____ (Town/City/Region/Agency). Any increase or decrease in cost to the Contractor due to changes in such taxes and duties after the effective date of the Contract shall increase or decrease the Contract Price accordingly.
- B14.7. The Contract Price shall not include any amounts for the Federal Goods and Services Tax.
- B14.8. Contractors shall include all other applicable taxes and duties in their Contract Prices.
- B14.9. The _____ (Town/City/Region/Agency) shall pay all applicable amounts for the Federal Goods and Services Tax as an additional payment which shall be supplementary to the Contract Price. The Contractor shall, in turn, be responsible for paying all applicable amounts for the Federal Goods and Services Tax to its subcontractors, suppliers and all other parties which provide either goods or services to the Contractor.

B15. Price and Performance Review

- B15.1. Prior to the annual anniversary date of the Contract, the _____ (Town/City/Region/Agency) shall conduct a Price and Performance Review with the intent of refining the service being offered, to maximize all efficiencies and reduce overall operating costs to the _____ (Town/City/Region/Agency).
- B15.2. All prices will be adjusted at the first of any calendar year, commencing (date), if and when there should be an increase or decrease when compared to the basic period in the Statistics Canada Consumer Price Index, All-items Consumer Price Index (not seasonally adjusted) _____ (specify area). The Statistics Canada Consumers Price Index, All-Items Consumer Price Index (not seasonally adjusted) Specific area - (any appropriate Town/City/Region/Agency documentation) will be used as the basis for calculation of the Contract Price changes.
- B15.3. The basis of adjustment of the Contract Price to be paid is to be eighty-five per cent (85%) of the variation in the Statistics Canada Consumers Price Index, All-items Consumer Price Index (not seasonally adjusted) Specific area - (any appropriate Town/City/Region/Agency documentation).

B15.4. For the first full year of operation, the basis for adjustment, shall be multiplied by 50% to reflect the mid-year Year start-up of the Contract. The adjustment to be made on (date), will be based on fifty percent (50%) of Year's CPI.

B16. Invoice Requirements

B16.1. Payment terms are from the first day to the last day of each month and may be deferred if any of the following information is not shown on the invoices:

- a) GST content for each article on a mixed supply, if applicable;
- b) Total GST charged (or included);
- c) Contractor's GST Number;
- d) Contractor's Name and Address;
- e) Date of Invoice;
- f) Period which the Invoice represents;
- g) Payment Terms;
- h) Contract Reference Number;
- i) Submission of Weigh Tickets from certified weigh scale;
- j) Tonnages being invoiced for;
- k) Unit price per tonne;
- l) Description of invoice purpose;
- m) Contract number.

B16.2. Notwithstanding the above, the submission of Weigh Tickets from a certified weigh scale shall be at the discretion of the _____ (Town/City/Region/Agency). However, at minimum the Contractor shall retain a record of each Weigh Ticket and provide one copy to the hauler bringing materials to the facility(ies).

B17. Quantities and Measurements of Quantities

B17.1. The quantities set out in the Request for Qualifications and Request for Proposals document including the Schedule of Base Proposal Prices, are approximate only and are for the sole purpose of indicating to Proponents the general magnitude of the Work and shall be used for the comparison of bids upon which the award of the Contract will be made. The _____ (Town/City/Region/Agency) expressly disclaims any liability whatsoever arising from reliance or non-reliance on the data provided.

B17.2. The Contractor will be paid for the actual measured quantities of processed Recyclable Materials that have been received and confirmed by End Markets.

B17.3. Measurements and quantities of Recyclable Materials for determining payment may be based on shipped weights of the _____'s (Town/City/Region/Agency) Recyclable Materials as determined by the material audits of incoming material either by the Contractor or the _____ (Town/City/Region/Agency) but are normally based on the confirmed weights provided by the end market.

B17.4. The _____ (Town/City/Region/Agency) reserves the right to increase or reduce the quantities including frequency of collection or to suspend or delete any item or portion of the Work at any time. The Contractor shall not be entitled to any compensation, including compensation for the loss of profit as a result of the deletion of any item or part of an item from the Contract.

- B17.5. The _____ (Town/City/Region/Agency) reserves the right to determine if, how, when and where any element of the waste stream will be added to or deleted from the Recyclable Materials for processing. Any such addition or deletion shall not affect any unit price as set out in this Contract. The _____ (Town/City/Region/Agency) shall reserve the right to increase, decrease or substitute materials sorted and processed as end markets change or emerge. Any such addition or deletion in the number of individual material sorts required shall be in accordance with the Contract Price as set out in this Contract.
- B17.6. If the Contractor is designated by the _____ (Town/City/Region/Agency) to process additional Recyclable Materials, the provisions of this Contract with respect to Recyclable Materials shall apply to the additional Recyclable Materials.
- B17.7. Notwithstanding any other provision of this Contract, the _____ (Town/City/Region/Agency) reserves the right to direct that additional Recyclable Materials or any other material as determined by the _____ (Town/City/Region/Agency) be processed by the _____ (Town/City/Region/Agency) or any other person. In the event the _____ (Town/City/Region/Agency) adds new Recyclable Materials to its list of current items, the Contractor has no right to require the material be processed at said facility.

PERFORMANCE

B18. Termination or Forfeiture of Contract

- B18.1. Notwithstanding any other provision in this Contract, the parties agree that, at the option of the _____ (Town/City/Region/Agency), the Contract, or any part thereof, may be terminated on twenty-four (24) hours written notice to the Contractor to the location as provided pursuant to Section C5, "Notice to Contractor" in the event that the Contractor declares its inability to pay debts as they generally become due; is adjudged or adjudicated bankrupt or insolvent; becomes subject to or requests any benefit or exemption relating to any provision or enactment concerning bankruptcy or insolvency; breaches any term of the Contract; withholds any from the _____ (Town/City/Region/Agency); accounts of revenue earned from the _____ (Town/City/Region/Agency); abandons the Work; persistently or seriously disregards any of the laws, by-laws, rules, regulations, standards, directives or requirements of any of the authorities having jurisdiction, including without restricting the generality of the foregoing, the directives of the _____ (Town/City/Region/Agency); gives or offers any gratuity to or attempts to bribe any member of _____ Council, officer or servant of the _____ (Town/City/Region/Agency).
- B18.2. Notwithstanding any other provision in this Contract, the parties agree that, at the option of the _____ (Town/City/Region/Agency), the Contract, or any part thereof, may be terminated on twenty-four (24) hours written notice to the Contractor pursuant to General Conditions Section C5 "Notice to Contractor", in the event that the Contractor does not adhere to the Contract:
- a) before commencing with the Work
 - b) fails to commence Work on the Commencement Date as specified in the Contract.

- B18.3. In the event the Contract is terminated on twenty-four hours written notice for the reasons noted in section C19.1 or section C19.2, the Contractor shall not be entitled to any compensation for loss of profit that may have resulted from the Contract extending to full term.
- B18.4. In the event that the _____ (Town/City/Region/Agency) terminates all or part of the Contract, the _____ (Town/City/Region/Agency) may take any steps to secure the completion of the Work and any damages or extra expenditures thereby incurred by the _____ (Town/City/Region/Agency) may be collected in the manner provided for in Section C12, "Money Due the _____ (Town/City/Region/Agency)".
- B18.5. In case the Work, or any part thereof, is taken out of the hands of the Contractor, as herein provided, it shall in no way affect the relative obligations of the _____ (Town/City/Region/Agency) and the Contractor, or its surety, hereunder, in respect of the remainder of the Work (if any) as the _____ (Town/City/Region/Agency) may deem reasonable.
- B18.6. If any balance of the Contract Price, or any moneys payable by the _____ (Town/City/Region/Agency) to the Contractor hereunder, shall remain in the hands of the _____ (Town/City/Region/Agency), upon the expiration of the terms of this Contract, the same shall be payable to the Contractor or the Contractor's lawful representative. Neither the _____ (Town/City/Region/Agency) nor any officer thereof shall be liable or accountable to the Contractor in any way for the manner in which, or the price at which, the said Work, or any portion thereof, may have been or may be done or completed by the _____ (Town/City/Region/Agency).
- B18.7. The _____ (Town/City/Region/Agency) shall be authorized to invoke the use of the Unconditional Automatically Renewing Irrevocable Letter of Credit and/or the Performance Bond where, in the sole discretion of the _____ (Town/City/Region/Agency), the Contractor has ceased to perform services in connection with the Contract or has performed them in a substandard manner and after a written request and twenty-four (24) hours notice, refused to or been unable to rectify the deficiencies in the Work to the satisfaction of the _____ (Town/City/Region/Agency). It is a condition of the Unconditional Automatically Renewing Irrevocable Letter of Credit and the Performance Bond that it be issued for the term of the Contract and renewed as required.

B19. Contractor to Observe Rules

- B19.1. The Contractor shall at all times be subject to and will be required to observe all rules and regulations which are or may from time to time be imposed by law and all applicable standards, as related to all branches of the Work under the Contract.
- B19.2. The Contractor shall from time to time adopt such approved operating methods in carrying out the Work as may be called for due to changing conditions which may be encountered during the progress thereof.

B20. Remedies

- B20.1. The rights and remedies of the _____ (Town/City/Region/Agency) as set forth in any provision of the Contract shall not be exclusive and are in addition to any other rights or remedies provided by law or in equity or pursuant to the provisions of the Contract.

- B20.2. The exercise of any remedy provided under the Contract does not relieve the Contractor or its sureties from any liability remaining under the Contract.
- B20.3. The _____ (Town/City/Region/Agency) may take such steps as deemed necessary to remedy any breach of Contract and any damages or expenditures thereby incurred by the _____ (Town/City/Region/Agency) plus a reasonable allowance for overhead may be collected in a manner provided for in Section C12, "Money Due the _____ (Town/City/Region/Agency)".
- B20.4. The failure of either the _____ (Town/City/Region/Agency) or the Contractor to insist upon strict performance of any provisions of the Contract shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of such provisions on any future occasion.

B21. Force Majeure

- B21.1. Delays in or failure in the performance of either party under the Contract shall not constitute default hereunder or give rise to any claim for damages if and to the extent caused by occurrences beyond the control of the party affected, including but not limited to decrees of Government, acts of God, fires, floods, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents, but lack of finances, strikes or other concerted acts by workers, delay or failure arising out of the nature of the Work to be done, or from the normal action of the elements or from any normal difficulties which may be encountered in the performance of the Work, having regard to the nature thereof, shall in no event be deemed to be a cause beyond a party's control. Normal difficulties include but are not limited to those related to quality of equipment or delay in delivery of equipment.
- B21.2. In the event that performance of this Contract in the reasonable opinion of either party is made impossible by force majeure, then either party shall notify the other in writing and the _____ (Town/City/Region/Agency) shall either;
- a) terminate this Contract forthwith and without any further payments being made, or
 - b) authorize the Contractor to continue the performance of the Contract with such adjustments as required by the existence of the force majeure and agreed upon by both parties. In the event that the parties cannot agree upon the aforementioned adjustments, it is agreed by the parties that this Contract shall be terminated.

B22. Contractor's Understanding

- B22.1. It is hereby declared and agreed by the Contractor that this Agreement has been entered into with the Contractor's full knowledge respecting the nature of the Work to be done, the location, character, quality and quantities of the material to be processed, the character or the equipment and facilities needed, the general and local conditions and all other matters which can in any way affect the Work under this Contract, and the Contractor does not rely upon any information given or statement made to him in relation to the Work by the _____ (Town/City/Region/Agency).

B23. Conformity of Work With Specifications

B23.1. The Contractor shall be responsible for and shall give adequate attention to the performance and completion of the Work in accordance with the terms of the Contract and in strict conformity to the Specifications and shall only alter the Work performed at the request of the _____ (Town/City/Region/Agency). The Contractor shall give written notice to all persons affected by any alteration in the Work at least two weeks in advance. Defective work or equipment must be corrected whenever discovered.

B24. Plant, Labour and Material

B24.1. The Contractor is to provide all the necessary storage grounds to accommodate the Contractor's plant and materials and any material supplied by the _____ (Town/City/Region/Agency) to be used in the Work. The Contractor shall supply all labour and plant, together with power, and required facilities for receiving, processing, baling, storing and shipping material, in accordance with the requirements of the Contract.

B25. Health and Safety

B25.1. The Contractor acknowledges that it will, at all times, ensure compliance with the Occupational Health and Safety Act of the Province of Ontario and the Regulations made there under. The Contractor accepts the responsibility for the health and safety of its employees by providing appropriate protective equipment and training as required and taking all reasonable precautions for the protection of its employees.

B26. Workers' Safety and Insurance Board

B26.1. The Contractor shall submit to the _____ (Town/City/Region/Agency) at any time when requested to do so, a certificate of clearance from the Workers' Safety and Insurance Board that all of the assessments the Contractor is liable to pay under the Workplace Safety Insurance Act or successor legislation have been paid.

B27. Worker's Rights

B27.1. The Contractor will abide by the hours of work and minimum wage rates for occupations involved in accordance with the regulations of the Department of Labour or other appropriate legislation of the Province of Ontario.

B27.2. The Contractor shall keep at all times a list of the names of all workers employed on the Work to be executed and a record of the rate of wages and of amounts paid to each, and shall from time to time, if demanded furnish a certified copy of all pay sheets, lists, records and books, relating to the said Work, and the originals thereof shall be open at all times for examination by the _____ (Town/City/Region/Agency) or anyone appointed by the _____ (Town/City/Region/Agency); and the Contractor shall also at all times furnish and disclose any other information desired in connection with the said Work.

B28. Non-discrimination

- B28.1. The Contractor agrees that it has adopted and will maintain and enforce a policy of non-discrimination in accordance with the Ontario Human Rights Code on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap.
- B28.2. The Contractor agrees that on written request, it will permit access during normal business hours to its records of employment, employment advertisements, application forms, and other pertinent data and records by the _____ (Town/City/Region/Agency), for the purpose of investigation to ascertain compliance with the non-discrimination provisions of this contract.
- B28.3. The Contractor agrees that it will inform the _____ (Town/City/Region/Agency) of any alleged violation(s) of employment standards which its employees file with the Ministry of Labour, the Human Rights Commission or any other Provincial or Federal agency and the Contractor will inform the _____ (Town/City/Region/Agency) of the final disposition of such cases.

B29. Compliance with Laws and Statutes

- B29.1. The Contractor shall comply with all applicable laws, statutes and regulations existing at the time of releasing the Recyclable Materials Processing Contract or that may be enacted during the term of the Contract.
- B29.2. The Contractor shall obtain at its own expense all licences, approvals and permits and shall provide, at the request of the _____ (Town/City/Region/Agency), proof of all licences, approvals and permits required by Government Departments, Ministries and Agencies, federal, provincial and _____ (Town/City/Region/Agency), having jurisdiction over the Work.
- B29.3. This Contract shall be governed by the laws of the Province of Ontario.

B30. Access to Information

- B30.1. The Contract shall become public information, pursuant to the _____ (Town/City/Region/Agency) *Freedom of Information and Protection of Privacy Act*.

B31. Assignment

- B31.1. It is mutually agreed and understood that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or its right, title or interest therein, or their power to execute the Contract, to any other person, firm, company or _____ (Town/City/Region/Agency) without the previous written consent of the _____ (Town/City/Region/Agency), which consent may be unreasonably withheld.

B32. Severability

B32.1. Each and every paragraph, section, clause, sub-clause or other component of the Contract is severable one from the other. Should it be found by a court of competent jurisdiction that any one or more paragraphs or parts thereof are null and void, the validity of the remaining paragraphs or parts thereof shall not be affected.

B33. Time of the Essence

B33.1. Time shall be deemed to be of the essence of the performance of the Contractor's obligations under the Contract Documents.

B34. Words

B34.1. No change or modification of the Contract shall be valid unless it is in writing and signed by the Contractor and the _____ (Town/City/Region/Agency).

B34.2. References to the masculine or singular throughout the Contract shall be considered to include the feminine and the plural and vice-versa as the context requires and words implying persons shall include firms and _____'s (Town/City/Region/Agency) and vice-versa.

B34.3. All words and pronouns relating thereto shall be read and construed as to number, gender and tense as the context of each case requires, and the verbs shall be read and construed as agreeing with the required word and pronoun.

B35. Subcontractors

B35.1. The Contractor shall preserve and protect the rights of the parties under the Contract with respect to work to be performed under subcontract, and shall:

- a) enter into contracts or written agreements with Subcontractors to require them to perform their work as provided in the Contract Documents;
- b) incorporate the terms and conditions of the Contract Documents into all contracts or written agreements with Subcontractors; and
- c) be as fully responsible to the _____ (Town/City/Region/Agency) for acts and omissions of the Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

B35.2. The Contractor shall indicate in writing, at the request of the _____ (Town/City/Region/Agency), those Subcontractors whose bids have been received by the Contractor, which the Contractor would be prepared to accept for the performance of a portion of the Work.

B35.3. The _____ (Town/City/Region/Agency) may at any time, object to the use of a proposed Subcontractor and require the Contractor to have that portion of the Work carried out by others.

B35.4. If the _____ (Town/City/Region/Agency) requires the Contractor to change a proposed Subcontractor there shall be no change to the Contract Prices.

B35.5. The Contractor shall not be required to employ as a Subcontractor a person or firm to whom the Contractor may reasonably object.

B36. Entire Agreement

B36.1. The Contract constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral, relating to any manner to the Work. No amendment of this Contract shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

B37. Binding on Successors

B37.1. This Contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns of each of them.

Appendix C

Sample General Conditions

Appendix C. Sample General Conditions

Note: These General Conditions are a sample set of General Conditions. Each Town/City/Region/Agency that may utilize this model RFP shall insert their own General Conditions and amend as required using Supplementary Conditions.

C1. Interpretation

- 1.1. In the contract “Work” means the whole of the work, services, materials required to be done, furnished and or performed by the Contractor in order to carry out the Contract.

C2. Status of the Contractor:

- 2.1. The Contractor is engaged as an independent contractor for the sole purpose of performing the Work. Neither the Contractor nor any of its personnel is engaged as an employee, servant or agent of the _____ (Town/City/Region/Agency).

C3. Amendments

- 3.1. No amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment executed by the authorized representatives of the _____ (Town/City/Region/Agency) and of the Contractor.

C4. Conduct of the Work

- 4.1. The Contractor represents and warrants that it is competent to perform the Work; and it has the necessary qualifications, including knowledge, skill and experience to perform the Work, together with the ability to use those qualifications effectively for that purpose.
- 4.2. The Contractor shall supply everything necessary for the performance of the Work.
- 4.3. The Contractor shall carry out the Work in a diligent and efficient manner; ensure the Work is of proper quality, material and workmanship; is in full conformity with the specifications; and meets
- 4.4. All other requirements of the contract.

C5. Compliance with Applicable Laws

- 5.1. The Contractor shall comply with all laws applicable to the performance of the Work.

C6. Worker’s Rights

- 6.1. The Contractor shall abide by the hours of work and minimum wage rates for occupations involved in accordance with the regulations of the Ministry of Labour or other appropriate legislation of the Province of Ontario or the Government of Canada.

C7. Assignment

- 7.1. The Contract nor the right to receive payment hereunder shall not be assigned, in whole or in part, by the Contractor without the prior consent in writing of the _____ (Town/City/Region/Agency) and any purported assignment made without that consent is void and of no effect.
- 7.2. No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon the _____ (Town/City/Region/Agency), unless otherwise agreed to in writing by the _____ (Town/City/Region/Agency).

C8. Inspection of the Work

- 8.1. The Work and any and all parts thereof shall be subject to inspection and acceptance by the _____ (Town/City/Region/Agency).

C9. Warranty

- 9.1. The Contractor represents and warrants that the Work will be of a proper quality, free from any defect in material and workmanship, and shall be in full conformity with all other requirements of the Contract.
- 9.2. Notwithstanding prior acceptance of the Work and without restricting any other term of the Contract or any conditions, warranty or provision implied or imposed by law, the Contractor shall replace or repair at its option and its own expense any Work which becomes defective or which fails to conform to the Contract requirements as a result of faulty or inefficient manufacture, material or workmanship. The warranty period commences the day after delivery and acceptance of the Work. Unless otherwise stipulated in the Contract, the warranty period will be 90 days or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.

C10. Infringement

- 10.1. The Contractor warrants that no Work furnished in accordance with this contract shall infringe upon any patent, registered industrial design, trademark, trade secret, copyrighted work or other intellectual property right. The Contractor at its sole cost and expense, shall defend and hold harmless the _____ (Town/City/Region/Agency), its agents, employees and customers against any and all suits, actions and claims arising out of any and every charge of infringement.

C11. Conflict of Interest

- 11.1. All firms are required to disclose to the _____ (Town/City/Region/Agency) prior to accepting the assignment any potential conflict of interest
- 11.2. If a conflict of interest does exist as referred to above, the _____ (Town/City/Region/Agency) may, at its discretion, withhold the assignment from the Contractor until the matter is resolved to the satisfaction of the _____ (Town/City/Region/Agency).

- 11.3. If, during the contract, a contractor is retained by another client giving rise to a potential conflict of interest, then the Contractor shall so inform the _____ (Town/City/Region/Agency) and if a significant conflict of interest is deemed to exist by the _____ (Town/City/Region/Agency), then the Contractor shall:

- a) refuse the new assignment, OR
- b) take such steps as are necessary to remove the conflict of interest.

C12. Fraud or Bribery

- 12.1. Should the Contractor, any of his/her agents give or offer any gratuity to, or attempt to bribe any member of the awarding body, officer or servant of the _____ (Town/City/Region/Agency), or to commit fraud against the _____ (Town/City/Region/Agency), the _____ (Town/City/Region/Agency) shall be at liberty to declare the tender void forthwith, or the _____ (Town/City/Region/Agency) to take the whole or any part of the contract out of the hands of the Contractor, and to invoke the provisions of termination.

C13. Status of the Contractor

- 13.1. The Contractor is engaged as an independent contractor for the sole purpose of performing the Work. Neither the Contractor nor any of its personnel is engaged as an employee, servant or agent of the _____ (Town/City/Region/Agency) herein after referred to as the _____ (Town/City/Region/Agency).

C14. Amendments

- 14.1. No amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment executed by the authorized representatives of the _____ (Town/City/Region/Agency) and of the Contractor.

C15. Conduct of the Work

- 15.1. The Contractor represents and warrants that: (a) it is competent to perform the Work; and it has the necessary qualifications, including knowledge, skill and experience to perform the Work, together with the ability to use those qualifications effectively for that purpose.
- 15.2. The Contractor shall supply everything necessary for the performance of the Work.
- 15.3. The Contractor shall: (a) carry out the Work in a diligent and efficient manner; (b) ensure the Work: (i) is of proper quality, material and workmanship; (ii) is in full conformity with the specifications; and (iii) meets all other requirements of the contract.

C16. Compliance with Applicable Laws

- 16.1. The Contractor shall comply with all laws applicable to the performance of the Work.

C17. Subcontracting

- 17.1. Unless otherwise provided in the Contract, the Contractor shall obtain the consent of the _____ (Town/City/Region/Agency) in writing prior to subcontracting or permitting the subcontracting of any portion of the Work at any tier.
- 17.2. Notwithstanding subsection (1), the Contractor may, without prior consent of the _____ (Town/City/Region/Agency), subcontract such portions of the Work as is customary in the carrying out of similar contracts.
- 17.3. In any Subcontract, the Contractor shall, unless the _____ (Town/City/Region/Agency) otherwise consents in writing, ensure that the subcontractor is bound by terms and conditions of the Contract.

C18. Replacement of Personnel

- 18.1. When specific persons have been named in the Contract as the persons who must perform the Work, the Contractor shall provide the services of the persons so named unless the Contractor is unable to do so for reasons beyond its control.
- 18.2. If, at any time, the Contractor is unable to provide the services of any specific person named in the Contract, it shall provide a replacement person who is of similar ability and attainment.
- 18.3. The Contractor shall, before replacing any specific person named in the Contract, provide notice in writing to the _____ (Town/City/Region/Agency). The replacement must be acceptable to the Project Authority.

C19. Assignment

- 19.1. The Contract shall not be assigned, in whole or in part, by the Contractor without the prior consent in writing of the _____ (Town/City/Region/Agency) and any purported assignment made without that consent is of no effect.
- 19.2. No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon the _____ (Town/City/Region/Agency), unless otherwise agreed to in writing by the _____ (Town/City/Region/Agency).

C20. Time of the Essence

- 20.1. Time is of the essence of the Contract.

C21. Security and Protection of the Work

- 21.1. The Contractor shall keep confidential all information provided to the Contractor by or on behalf of the _____ (Town/City/Region/Agency) in connection with the Work and all information developed by the Contractor as part of the Work, title to which vests in the _____ (Town/City/Region/Agency) under the Contract, and shall not disclose any such information to any person without the written permission of the _____ (Town/City/Region/Agency).

C22. Inspection of the Work

- 22.1. The Work and any and all parts thereof shall be subject to inspection. Services provided shall be to the satisfaction and acceptance of the _____ (Town/City/Region/Agency).

C23. Title

- 23.1. Except as otherwise provided in the Contract, and except as provided in subsection (2), title to the Work or any part thereof shall vest in the _____ (Town/City/Region/Agency) upon delivery and acceptance thereof by or on behalf of the _____ (Town/City/Region/Agency).
- 23.2. Upon any payment being made to the Contractor in respect of the Work or any portion of the Work, either by way of progress payments or accountable advances or otherwise, title to the Work so paid for shall vest in and remain in the _____ (Town/City/Region/Agency) unless already so vested under any other provision of the Contract.
- 23.3. Notwithstanding any vesting of title referred to in this section and except as otherwise provided in the Contract, the risk of loss or damage to the Work or part thereof so vested shall remain with the Contractor until its delivery to the _____ (Town/City/Region/Agency) in accordance with the Contract.
- 23.4. Any vesting of title referred to in subsection (2) shall not constitute acceptance by the _____ (Town/City/Region/Agency) of the Work and shall not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

C24. Indemnity Against Third-Party Claims

- 24.1. The Contractor shall indemnify and save harmless the _____ (Town/City/Region/Agency) and its employees, officers and agents from and against any and all claims, actions, losses, expenses, costs, damages or other proceeding which they or any of them may at any time incur or suffer as a result of or arising out of:
- a) any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be or be alleged to be caused by or suffered as a result of the performance or non-performance of the Work or any part thereof, and
 - b) any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work-in-process or finished Work furnished to, or in respect of which any payment has been made by, the _____ (Town/City/Region/Agency).

C25. Royalties and Infringement

- 25.1. In this section, "Royalties" includes:
- a) license fees and all other payments analogous to royalties for, and also claims for damages based upon, the use or infringement of any patent, registered industrial design, trade mark, copyrighted work, trade secret, or other intellectual property right, and

- b) any costs or expenses incurred as a result of the exercise by any person of Moral Rights.

- 25.2. The Contractor shall indemnify and save harmless the _____ (Town/City/Region/Agency) and its employees and agents against any claim, action, suit or other proceeding for the payment of Royalties, that results from or is alleged to result from the carrying out of the Contract or the use or disposal by the _____ (Town/City/Region/Agency) of anything furnished by the Contractor under the Contract.
- 25.3. The _____ (Town/City/Region/Agency) shall indemnify and save harmless the Contractor and its servants and agents against any claim, action, suit or other proceeding for the payment of Royalties, that results from or is alleged to result from the use by the Contractor in performing the Contract of equipment, Specifications or other information not prepared by the Contractor and supplied to the Contractor by or on behalf of the _____ (Town/City/Region/Agency), provided that the Contractor notifies the _____ (Town/City/Region/Agency) immediately of any such claim, action, suit or other proceeding, but the _____ (Town/City/Region/Agency) shall not be liable to indemnify or save harmless the Contractor for payment of any settlement unless the _____ (Town/City/Region/Agency) has consented to the settlement.

C26. Copyright

- 26.1. The _____ (Town/City/Region/Agency) shall have the sole ownership of copyrights to all materials produced under the contract.
- 26.2. Reproduction of any documents or other data for use by anyone is forbidden, without express permission in writing by the _____ (Town/City/Region/Agency).

C27. Default by the Contractor

- 27.1. Where the Contractor is in default in carrying out any of its obligations under the Contract, the _____ (Town/City/Region/Agency) may, upon giving written notice to the Contractor, terminate for default the whole or any part of the Contract, either immediately, or at the expiration of a cure period specified in the notice if the Contractor has not cured the default to the satisfaction of the _____ (Town/City/Region/Agency) within that cure period.
- 27.2. Where the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or where a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding up of the Contractor, the _____ (Town/City/Region/Agency) may upon giving notice to the Contractor, immediately terminate for default the whole or any part of the Contract.
- 27.3. Upon the giving of a notice provided for in subsection (1) or (2), the Contractor shall have no claim for further payment other than as provided in this section, but shall be liable to the _____ (Town/City/Region/Agency) for any amounts, including milestone payments, paid by the _____ (Town/City/Region/Agency) and for all losses and damages which may be suffered by the _____ (Town/City/Region/Agency) by reason of the default or occurrence upon which the notice was based, including any increase in the cost incurred by the _____ (Town/City/Region/Agency) in procuring the

Work from another source. The Contractor agrees to repay immediately to the _____ (Town/City/Region/Agency) the portion of any advance payment that is unliquidated at the date of the termination. Nothing in this section affects any obligation of the _____ (Town/City/Region/Agency) under the law to mitigate damages.

C28. Termination for Convenience

- 28.1. Notwithstanding anything contained in the Contract, the _____ (Town/City/Region/Agency) may, at any time prior to the completion of the Work, by giving notice to the Contractor, terminate the Contract as regards all or any part of the Work not completed. Upon a termination notice being given, the Contractor shall cease work in accordance with and to the extent specified in the notice, but shall proceed to complete such part or parts of the Work as are not affected by the termination notice. The _____ (Town/City/Region/Agency) may, at any time or from time to time, give one or more additional termination notices with respect to any or all parts of the Work not terminated by any previous termination notice.
- 28.2. In the event of a termination notice being given pursuant to subsection (1), the Contractor shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the Contract and to the extent that the Contractor has not already been so paid or reimbursed by the _____ (Town/City/Region/Agency):
- a) on the basis of the Contract Price, for all completed Work that is inspected and accepted in accordance with the Contract, whether completed before, or after and in compliance with the instructions contained in, the termination notice; and
 - b) the cost to the Contractor for all Work terminated by the termination notice before completion, the cost to the Contractor being determined in accordance the Contract Price and percentage completed;
- 28.3. The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of, or directly or indirectly arising out of, any action taken or termination notice given by the _____ (Town/City/Region/Agency) under this section, except to the extent that this section expressly provides.

C29. Accounts and Audit

- 29.1. The Contractor shall keep proper accounts and records of transactions and activities, in addition to all expenditures or commitments made by the Contractor in connection therewith and shall keep all documents, invoices, receipts and vouchers relating thereto. All such accounts and records as well as any invoices, receipts and vouchers shall at all times during the contract period be open to audit, inspection and examination by the _____ (Town/City/Region/Agency).
- 29.2. Copies of said records shall be provided to the _____ (Town/City/Region/Agency) when requested by the employee responsible for the contract so that they can be maintained in accordance with the _____'s (Town/City/Region/Agency) Records Management Policy and Records Retention and Disposition (appropriate Town/City/Region/Agency documentation).

- 29.3. When activities requiring the collection or handling of personal information are contracted out, the contract shall set out the privacy protection and security obligations assumed by the contractor.

C30. Conflict of Interest

- 30.1. Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of a project, or have an interest either directly or indirectly in the construction of a project that arises from the Services provided as a result of this contract, without the prior written consent of the _____ (Town/City/Region/Agency).
- 30.2. The Consultant is required to disclose to the _____ (Town/City/Region/Agency), prior to accepting this assignment any potential conflict of interest.
- 30.3. If a conflict of interest exists, the _____ (Town/City/Region/Agency) may, in its discretion, either withhold this assignment from the Consultant until the matter is resolved to the satisfaction of the _____ (Town/City/Region/Agency), or award the assignment to another Consultant.
- 30.4. The Consultant acknowledges and agrees that he/she/it shall not act, work or provide services, directly or indirectly, for, or to, another person, or persons, partnership, corporation, association or organization whose interests are in any way adverse, or contrary (in the opinion of the _____ (Town/City/Region/Agency)), to those of the _____ (Town/City/Region/Agency) with regard to the project for which the consultant was retained by the _____ (Town/City/Region/Agency). In the event of a breach of this obligation by the consultant he/she/it shall be responsible for all costs incurred or suffered by the _____ (Town/City/Region/Agency), including legal costs on a solicitor and client basis.

C31. Notice

- 31.1. Any notice shall be in writing and may be delivered by hand or by courier, by registered mail, or by facsimile or other electronic means that provides a paper record of the text of the notice, addressed to the Party for whom it is intended at the address in the Contract or at the last address of which the sender has received notice in accordance with this section. Any notice shall be deemed to be effective on the day it is delivered, mailed or electronically sent.

C32. Survival

- 32.1. All of the Contractor's obligations of confidentiality and all of the Contractor's representations and warranties set out in the Contract as well as the provisions concerning indemnity against third party claims, royalties and infringement, intellectual property rights and accounts and audit shall survive the expiry of the Contract or the termination of the Contract for default, for convenience or by mutual consent, as shall any other provision of the Contract which, by the nature of the rights or obligations set out therein, might reasonably be expected to be intended to so survive.

C33. Entire Agreement

- 33.1. The Contract constitutes the entire and sole agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the parties other than those contained in the Contract.

C34. Award

- 34.1. Any award resulting from this RFP will be in accordance with the _____ **(Town/City/Region/Agency)** *(appropriate Town/City/Region/Agency documentation)* and may be subject to _____ **(Town/City/Region/Agency)** Council approval.

C35. _____ **(Town/City/Region/Agency) Freedom of Information and Protection of Privacy Act**

- 35.1. The _____ **(Town/City/Region/Agency)** is subject to the _____ **(Town/City/Region/Agency)** *Freedom of Information and Protection of Privacy Act, (any appropriate Town/City/Region/Agency documentation)*, as amended ("*Freedom of Information document abbreviation*") with respect to, and protection of, information under its custody and control. Accordingly, all documents provided to the _____ **(Town/City/Region/Agency)** in response to this Request for Proposal may be available to the public unless the party submitting the information requests that it be treated as confidential.
- 35.2. All information is subject to *(Freedom of Information document abbreviation)* and may be subject to release under the Act, notwithstanding your request to keep the information confidential.

C36. Fraud or Bribery

- 36.1. Should the Contractor or any of his/her agents give or offer any gratuity to, or attempt to bribe any member of the awarding body, officer or servant of the _____ **(Town/City/Region/Agency)**, or to commit fraud against the _____ **(Town/City/Region/Agency)**, the _____ **(Town/City/Region/Agency)** shall be at liberty to declare the proposal void forthwith, or to take the whole or any part of the contract out of the hands of the Contractor, and to invoke the provisions of termination.

C37. Successors and Assigns

- 37.1. The Contract shall ensure to the benefit of, and shall be binding upon, the successors and permitted assignees of the _____ **(Town/City/Region/Agency)** and of the Contractor.

C38. Suspension of the Work

38.1. The _____ (Town/City/Region/Agency) may at any time, by written notice, order the Contractor to suspend or stop all or part of the Work under the Contract for a period of up to 180 days. The Contractor shall immediately comply with any such order in the manner that minimizes the cost of so doing. At any time prior to the expiration of the 180 days, the _____ (Town/City/Region/Agency) shall either rescind the order or terminate the Contract, in whole or in part, under the provisions for termination under the contract.

C39. Confidential Information

39.1. For a period of two (2) years from the date of completion, or acceptance, of the project regardless of the date the Consultant ceases to act, work or provide services for, or to, the _____ (Town/City/Region/Agency) pertaining to the project:

- a) Information communicated by the _____ (Town/City/Region/Agency) to the Consultant, or by the Consultant to the _____ (Town/City/Region/Agency), in the course of carrying out the Services provided for herein shall not be either divulged or used by the Consultant on any other project unless prior approval, in writing, is obtained from the _____ (Town/City/Region/Agency).
- b) Further, any information that is not common knowledge, and may therefore be considered confidential by the _____ (Town/City/Region/Agency), that is acquired in the course of carrying out the work or developed by the Consultant is part of the work provided herein, shall not be used or divulged by the Consultant unless prior approval, in writing, is obtained from the _____ (Town/City/Region/Agency).
- c) Notwithstanding the foregoing, the obligation of confidentiality shall not pertain to information which:
- d) was at the time of disclosure, or thereafter became, part of the public domain, or
- e) is required to be disclosed by law or court order, where, in such cases, all reasonable attempts will be made to notify the _____ (Town/City/Region/Agency) in advance of doing so.

C40. Equity and Diversity

40.1. In (Date), the _____ Council approved _____'s (Town/City/Region/Agency) "Equity and Diversity Policy". To further endorse this policy, the _____ (Town/City/Region/Agency) strongly encourages all contractors, employing fifty (50) employees or more, to establish an Equity and Diversity program. The _____ (Town/City/Region/Agency) may at any time, by written notice, request the Contractor to demonstrate, to the _____ (Town/City/Region/Agency), the Equity and Diversity Program or measures taken by Contractor's firm, when requested by the _____ (Town/City/Region/Agency) or paid by the _____ (Town/City/Region/Agency).

C41. Applicable Laws

41.1. This contract shall be interpreted and governed, and the relations between the Parties, determined by the laws in force in the Province of Ontario.

Appendix D

Proposal Forms

Appendix D. Proposal Forms

Form D1. Proponent Work Experience

Contract Description <i>(include contract details, contact name, address, phone & fax number)</i>	(Town/City/Region/Agency) Serviced	Years Operated	Type & Quantity of Materials Processed	End Markets (include company name)	Daily Facility Capacity in Tonnes	Contract's Annual Value (000s)	Number of End Market Rejections (per year)

Form D2. Key Employees

Title	Name	Date of Hire	Description of Experience	Professional Qualifications
(Town/City/Region/Agency)				
Controller				
Operations Manager				
Maintenance Manager				
Supervisor				
Marketing Contact				

Form D3. List of Proposed Contractors

Name	Address	Scope of Work	Experience

Form D4. List of Facilities

Facility Type (see below)	Address	Year Constructed	Capacity (see below)	Condition

Facility Types: generally: Office, MRF, Garage, Combined MRF with offices, Combined Garage with offices, etc.

Capacity: for an Office, the number of staff accommodated; for a MRF, the number of metric tonnes of daily process capacity; for a Garage, the number of bays

Form D5. Agreement to Provide Irrevocable Standby Letter of Credit (Sample)

Agreement to Provide Irrevocable Standby Letter of Credit (Sample)

_____ (Town/City/Region/Agency)

We, the undersigned Chartered Bank or Recognized Financial Institution, do hereby consent and agree to become bound to the Owner as Contract Surety for the Proponent:

(Name of Proponent)

(Address of Proponent)

In an Irrevocable Standby Letter of Credit in the amount equal to _____ of the annual Total Bid Price and for the seventy-two (72) month duration of the Contract.

We, the undersigned Chartered Bank or Recognized Financial Institution, further agree that the Irrevocable Standby Letter of Credit is for the due and proper performance of the Works provided for in the Contract subject to the terms and conditions of the Contract:

Request for Proposals – Operations & Maintenance of _____ (Town/City/Region/Agency) MRF

with the Owner:

(Name of Owner)

(Address of Owner)

for curbside collection of recyclable materials as proposed by the Proponent and accepted by the Owner.

We, the undersigned Chartered Bank or Recognized Financial Institution, further agree that this Agreement to provide Irrevocable Standby Letter of Credit shall cease and be null and void after _____ days from _____ and we agree to furnish the Owner with the said Irrevocable Letter of Credit in the amount and form specified herein within _____ business days of receipt of notification of award.

The Irrevocable Standby Letter of Credit in the amount and form specified herein shall be maintained in good standing by the successful Proponent for the duration of and until the entire fulfillment of the Contract. Within each twelve (12) month period of the Contract, the successful Proponent shall submit a certificate to the Owner showing that the Irrevocable Standby Letter of Credit in the amount and form specified herein remains in effect.

As witnessed our Corporate Seal, testified by the hand of the proper Officer thereunto duly authorized.

(Name of Chartered Bank/Financial Institution)

(Address of Chartered Bank/Financial Institution)

Dated this _____ day of _____, 20_____.

(Name and Title of Officer)

(Signature Under Corporate Seal)

Note: One copy of the completed Agreement to Provide Standby Letter of Credit shall become a part of the Request for Proposals submission and the other shall be retained by the Proponent/Chartered Bank/Financial Institution.

Sample Statement of Insurability

In addition to Certificate of Insurance

Should the Proposal of _____ **(name of Proponent)**, dated _____, 20____, submitted in response to the RFP _____ issued by _____ on or about _____ be accepted, we, the undersigned, (the underwriter or Proponents) hereby verify to _____ that _____ **(name of Proponent)** can obtain the types and values of insurance coverages outlined in Section ____ of this Request for Proposal:

I have authority to bind the Company.

(Signature)

Date

(Printed Name)

(Name of Company)

Sample Addendum/Addenda Acknowledgement

The Proponent declares that it has obtained, read and included for the following Addenda in preparation of the Bid:

I/We the undersigned, acknowledge that I/we have received addendum/addenda No. _____ to _____ inclusive, and that all changes specified there in have been included in the prices submitted.

This offer is made this _____ day of _____, 20_____.

Seals

Signatures of Witnesses

Signatures of Proponents

Note: Bid signature and authorization requirements are to be completed in accordance with those stipulated in _____

Form D6. Statutory Declaration

Statutory Declaration

Model Request for Proposal (RFP) Recyclable Materials Processing

I, _____
(print name in full)

Of the _____ in the Province of _____
(print City/Town name in full) (print Province name in full)

DO SOLEMNLY DECLARE THAT:

I am the _____ of _____
(President/Vice-President, etc.) (print company name in full)

Hereafter referred to as “the Company”, and as such I have knowledge of matters hereinafter disposed to:

The Company makes the following representations and warranties to the _____
(Town/City/Region/Agency) and confirms that the _____ (Town/City/Region/Agency) is
relying upon such representation and warranties:

- a) it has all necessary power and authority to own its properties and carry on its business as presently carried out and is duly licensed, registered and qualified in all jurisdictions where the character of its property owned or leased or the nature of the activities conducted by it makes such licensing, registration or qualification necessary;
- b) no steps or proceedings have been taken or are pending to supersede or amend its constating documents or by-laws in a manner which would impair or limit its ability to carry out its obligations hereunder;
- c) it has full power, legal right and authority to enter into an Agreement, and to do all acts and things and execute and deliver all services as are required hereunder to be done, observed or performed by it;
- d) it has taken all necessary corporate action to authorize the creation, executing, deliver and performance of an Agreement, and to observe and perform the services;
- e) this proposal constitutes a valid and legally binding obligation of the Company enforceable against it subject only to applicable bankruptcy, insolvency and other similar laws affecting the enforceability of the right of creditors generally, the general principles of equity and that equitable remedies such as specific performance and injunction are available only in the discretion of a court;
- f) none of the authorization, creation, or delivery of this Proposal:
 - i. has resulted or will result in a violation of the articles or by-laws of the Company or a breach or violation of any shareholder agreement or any resolutions passed by the board of directors or shareholders of the Company or a breach or violation of any Laws and Regulations; or
 - ii. has resulted or will result in a breach of, or constitute a default under any agreement, undertaking or instrument to which the Company is a part or by which it or its properties are assets are bound;

- g) as at the date of the submission of this Proposal by the Company, and to the Company's reasonable knowledge, no event has occurred which constitutes or which, with the giving of notice, lapse of time or otherwise, would constitute a Default under or in respect of an Agreement;
- h) there is no suit, action, dispute, civil or criminal litigation, claim, arbitration or legal, administrative or other preceding or governmental investigation, including appeals and applications for review (collectively, "Suits"), to the best of its knowledge, pending or threatened against it that are related to the Services or that would materially or adversely affect the performance thereof. There are no facts known to it which are likely to give rise to any such Suits. There is not presently outstanding against the Company any judgment, execution, order, injunction, decree or rule of any court, administrative agency, governmental authority or arbitrator which affects the performance of the Services hereunder;
- i) all information, certificates, reports, budgets, schedules and/or statements furnished, or to be furnished, by or on behalf of the Company in connection with the Services present, or will present, fairly the information or statements contained therein, and are, or will be true and accurate in every material respect as at the dates or for the period indicated and omit, or will omit, no material fact necessary to make such information or statements or any of them not misleading;
- j) it understands the expectations and requirements of the _____ (Town/City/Region/Agency) and that it possess the skills, know-how and ability to satisfactorily meet such expectations and requirements to the standards required by the _____ (Town/City/Region/Agency) based on generally accepted principles for similar assignments and under equivalent circumstances;
- k) the Company is a resident of Canada for the purposes of the *Income Tax Act* (Canada);
- l) the statements in the Company's Proposal are true and the Company will comply fully with the representations, warranties, statements and undertakings made in the Proposal;
- m) this Proposal is made without any connection, comparison of figures or arrangement with or knowledge of any other Corporation, Firm or Person making a Proposal for the same work;
- n) no member of the Council and no officer or employee of the _____ (Town/City/Region/Agency) is, will be, or has, become interested, directly or indirectly, as a Contract in Party, Patrone, Stockholder, Surety or otherwise in, or in the performance of the Contract, or in the supplies, work, or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived there from.

DECLARED before me at the _____ (city, town, etc.) in the
Province of _____ this _____ day of _____, 20____

(Name of Firm)

Signing Officer (print)

Signing Officer (signature)

Witnessed by Notary Public or
Commissioner for Oaths

Witness

Form D7. Agreement to Bond

Agreement to Bond (Sample)

We, the undersigned hereby agree to become bound as Surety for:

in a Performance bond totalling \$_____ conforming to the Contract hereto, for the full and due performance of the Services shown as described herein, if the Proposal for:

**REQUEST FOR PROPOSAL FOR THE OPERATIONS & MAINTENANCE
OF THE _____ (Town/City/Region/Agency) MRF**

is accepted by the Owner.

It is a condition of this Contract that if the above-mentioned Proposal is accepted, the successful Proponent shall submit to the Owner the required Performance Bond within _____ business days of Contract award.

DATED this _____ day of _____, 20_____.

Name of Bonding Company

Signature of Authorized Person Signing for Company

Company Seal (if applicable)