



**REQUEST FOR PROPOSALS
FOR
Snow Removal and Sanding/Salting
Brockton Waste Watch Drop-Off Center**

For
Island Waste Management Corporation

Request for Proposal Number: 5956
Date Issued: Wednesday, September 7th, 2022
Submission Deadline: Tuesday, October 4th, 2022
Prior to 2:00 PM

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by Island Waste Management Corporation (“IWMC”) to prospective proponents to submit proposals for the provision of Snow Removal and Sanding and Salting at the Brockton Waste Watch Drop-Off Center as further described in the RFP Particulars (**Appendix D**) (the “Deliverables”).

This RFP is for snow removal and sanding/salting operations at the Brockton Waste Watch Drop-Off Center (WWDC) located at 2202 Dock Road, Route 150, Brockton. The Contractor is to provide complete mechanized snow removal service and sand/salt operations to all driveways, parking lots, walkways, ramps, steps, weigh scales and “yard”(including as close to the containers as possible). This service will include all labour, materials and equipment necessary to complete the work.

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” shall be:

Heather Myers

hmyers@iwmc.pe.ca

Office: 902-368-5033

Cell: 902-314-0818

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of IWMC, other than the RFP Contact or their designate, concerning this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

1.3 Type of Contract for Deliverables

The selected proponent will be required to enter into an agreement with IWMC for the provision of the Deliverables in the form attached as **Appendix A** to the RFP (the “Agreement”). The initial term of the agreement will be for a period of **two (2) years**. IWMC reserves the right, at its sole option, to extend the agreement for **up to a two (2) year** extension beyond the initial term, for an overall potential maximum of four **(4)** years in total.

1.4 RFP Timetable

Issue Date of RFP	Wednesday, September 7 th , 2022
Deadline for Questions	Thursday, September 22 nd , 2022
Deadline for Issuing Addenda	Wednesday, September 28 th , 2022
Submission Deadline	Tuesday, October 4 th , 2022
Anticipated Execution of Agreement	Tuesday, October 25 th , 2022

The RFP timetable is tentative only, and may be changed by IWMC at any time by issuance of an addendum.

1.5 Submission of Proposals

1.5.1 Proposals to be submitted at the Prescribed Location

Proposals must be submitted at:

info@iwmc.pe.ca

OR

**Hand delivered to:
Island Waste Management Corporation
110 Watts Avenue Charlottetown PE**

1.5.2 Proposals to be submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline as indicated in section 1.4. The Proponent is solely responsible for the delivery of its proposal to the exact e-mail address or location indicated in this RFP on or before the Submission Deadline. IWMC does not accept any responsibility for proposals delivered to any other location by the Proponent or its delivery agents. Proposals submitted after the Submission Deadline will be rejected. IWMC's time clock at info@iwmc.pe.ca or at 110 Watts Avenue will be deemed to be correct.

1.5.3 Proposals to be submitted in Prescribed Format

Proposals submitted by e-mail

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

Proposals submitted by hand delivery

In a sealed package, Proponents should submit their proposal containing **one (1)** hard copy of their proposal. In the interest of environmental sustainability, please refrain from using binders, binding, plastic covers, or similar fastening or presentation materials when submitting the proposal. Similarly, unless specifically requested in this solicitation document, proponents should not submit other marketing materials with their bid. Sealed packages should be prominently marked with:

- the RFP title and number (see RFP cover)
- the full legal name and return address of the proponent

IWMC will **NOT** accept proposals submitted by **facsimile transfer, courier, mail or any other electronic means.**

1.5.4 Amendment of Proposals Prior to Submission Deadline

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment by e-mail to info@iwmc.pe.ca prominently marked in the subject line the word "Amendment" with the RFP title and number and the full legal name of the Proponent. Or, in a sealed package prominently marked with the RFP title and number and the full legal name and

return address of the proponent to the location set out in section 1.5.1. Any amendment must clearly indicate which part of the proposal the amendment is intended to amend or replace. Any amendments received after the Submission Deadline will not be accepted. The amendment must be signed by the person who signed the original proposal submission or by a person authorized to sign on his or her behalf.

1.5.5 Withdrawal of Proposals

Proponents may withdraw their proposals prior to the Submission Deadline. To withdraw a proposal, a notice of withdrawal must be received by the RFP Contact prior to the Submission Deadline and must be signed by an authorized representative of the proponent. IWMC is under no obligation to return withdrawn proposals.

1.5.6 Proposals Irrevocable after Submission Deadline

Proposals shall be irrevocable for a period of **ninety (90)** days from the Submission Deadline.

[End of Part 1]

PART 2 – EVALUATION OF PROPOSALS

2.1 Stages of Evaluation

IWMC will conduct the evaluation of proposals in the following two stages:

2.2 Stage I: Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the Mandatory Submission requirements. Proposals that do not comply with all of the Mandatory Submission requirements as of the Submission Deadline will be disqualified and not evaluated further.

The Mandatory Submission Requirements are as follows:

2.2.1 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent shall not make any changes to any of the forms. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, will be disqualified.

2.2.2 Submission Form (Appendix B)

Each proposal must include a completed **Submission Form (Appendix B)** signed by an authorized representative of the proponent.

2.2.3 Submission Pricing Form (Appendix C)

Each proposal must include a Submission Pricing Form (**Appendix C**) completed according to the instructions contained in the form.

2.2.4 Equipment List (Appendix E)

Each proposal must include a completed list of the equipment (**Appendix E**) to be used for snow removal and salting/sanding operations.

2.2.5 References

Proponents must provide three references for work carried out in the past three years that is similar to the requirements defined in this RFP. References must include a contact name, along with their phone number, fax number and email address and a short description of the work that was provided.

2.3 Stage II – Pricing

Stage II will consist of evaluating submitted pricing of compliant proposals. The evaluation of price will be undertaken only after the evaluation of mandatory submission requirements has confirmed the mandatory submission requirements have been met.

2.4 Selection of Proponent

Following the completion of Stage II, where a proponent has submitted the lowest price **and** has been determined to be acceptable, at IWMC's sole discretion, based on the list of equipment, references and past performance, if any, with IWMC, that the Proponent will be selected to enter into the Agreement in accordance with Part 3. Upon finalization of the Agreement with IWMC, the proponent shall thereafter be known as the successful proponent.

2.5 Notification to Other Proponents

Once an agreement is finalized and executed by IWMC with a successful proponent, the other proponents will be notified in accordance with the Terms and Conditions of the RFP Process (Part 3).

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 RFP Incorporated into Proposal

All of the provisions of this RFP are deemed to be accepted by each proponent and incorporated into each proponent's proposal. A proponent who submits conditions, options, variations or contingent statements inconsistent with the terms set out in this RFP, including the terms of the Agreement in **Appendix A**, either as part of its proposal or after receiving notice of selection, will be disqualified at IWMC's sole discretion.

3.1.2 Proponents not to change terminology

Changes to the terminology of this RFP are prohibited

3.1.3 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.4 Language

All proposals are to be in English, or both English and French. If there is a conflict or inconsistency between the English version and the French version of the proposal, the English version of the proposal shall prevail.

3.1.5 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

3.1.6 References and Past Performance

In the evaluation process, IWMC may include information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with IWMC.

3.1.7 Information in RFP Only an Estimate

IWMC makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP, received from the RFP contact or issued by way of addenda. Any quantities shown or data, or opinion contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.8 Proponents to Bear Their Own Costs

The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews, presentations or demonstrations.

3.1.9 Proposal to be retained by IWMC

IWMC will not return the proposal or any accompanying documentation submitted by a proponent.

3.2 Business Registration

Proponents are required to be registered to carry on business in accordance with applicable laws. For information on the business registration requirements of the Consumer, Corporate and Financial Services, Department of Justice and Public Safety, please consult:

<https://www.princeedwardisland.ca/en/topic/business-name-registration>

The status of a proponent's business registration does not preclude the submission of a proposal in response to this RFP. A proposal can be accepted for evaluation, regardless of (i) whether the company is registered, or (ii) whether its business registration is in good standing. However, if the proponent is selected as the successful proponent, that proponent must bring itself into compliance prior to the execution of the Agreement.

3.3 Communication after Issuance of RFP

3.3.1 Proponents to Review RFP and be familiar with the Brockton WWDC

Proponents shall promptly examine all of the documents comprising this RFP, and report any errors, omissions, or ambiguities, and direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. IWMC is under no obligation to provide additional information, and IWMC will not be responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. IWMC will not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.3.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If IWMC, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated by addendum on the **Prince Edward Island Tendering Site**. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by IWMC and will be deemed to have read all posted addenda.

3.3.3 Post-Deadline Addenda and Extension of Submission Deadline

If IWMC determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, IWMC may extend the Submission Deadline for a reasonable period of time.

3.3.4 Verify and Clarify

During the evaluation process, IWMC may request further information from the proponent or third parties in order to verify or clarify the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in the RFP Particulars (**Appendix D**). IWMC may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

3.4 Execution of Agreement, Notification and Debriefing

3.4.1 Selection of Proponent and Execution of Agreement

IWMC will notify the selected proponent in writing. The selected proponent shall execute the Agreement in the form attached as **Appendix A** to this RFP and satisfy any other applicable conditions of this RFP within fifteen (15) days of notice of selection.

3.4.2 Failure to Enter into Agreement

In addition to all of IWMC's other remedies, if a selected proponent fails to execute the Agreement or satisfy any other applicable conditions within fifteen (15) days of notice of selection, IWMC may, in its sole and absolute discretion and without incurring any liability, withdraw the selection of that proponent and proceed with the selection of another proponent or cancel the RFP Process.

3.4.3 Notification of Outcome of Procurement Process

Once an agreement is executed by IWMC with a proponent, notification of the outcome of the procurement process will be posted on the **Prince Edward Island Tendering Site**.

3.4.4 Debriefing

Proponents may request a debriefing after notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within thirty (30) days of notification of the outcome of the procurement process. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.5 Conflict of Interest and Prohibited Conduct

3.5.1 Conflict of Interest

IWMC may disqualify a proponent for any conduct, situation or circumstance, determined by IWMC, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this Section, "Conflict of Interest" has the meaning ascribed to it in the **Submission Form (Appendix B)**.

3.5.2 Disqualification for Prohibited Conduct

IWMC may disqualify a proponent, or terminate an agreement entered into if IWMC, in its sole and absolute discretion, determines that the proponent has engaged in any conduct prohibited by this RFP.

3.5.3 Prohibited Proponent Communications

A proponent shall not engage in any communications that could constitute a Conflict of Interest and must take note of the Conflict of Interest declaration set out in the Submission Form **(Appendix B)**.

3.5.4 Proponent not to Communicate with Media

A Proponent may not at any time directly, or indirectly, communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without consent of IWMC, and then only in coordination with IWMC.

3.5.5 No Lobbying

A proponent shall not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent.

3.5.6 Illegal or Unethical Conduct

Proponents shall not engage in any illegal business practices, including without limitation, activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of IWMC; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.5.7 Rejection of Proposals

IWMC may reject a proposal based on past performance or based on inappropriate conduct, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the proponent to honour its submitted pricing or other commitments;
- (c) any conduct, situation or circumstance determined by IWMC, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest;
- (d) IWMC's past experience with the proponent within the 18-month period prior to the Submission Deadline for similar or related services; or
- (e) any information provided to IWMC by any references of the proponent, pursuant to either section 3.1.6 or section 3.7.1(e) of this RFP.

3.6 Confidential Information

3.6.1 Confidential Information of IWMC

All information provided by or obtained from IWMC in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of IWMC and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of the agreement for the Deliverables;
- (c) must not be disclosed without prior written authorization from IWMC; and
- (d) must be returned by the proponent to IWMC immediately upon request of IWMC

3.6.2 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by IWMC. The confidentiality of such information will be maintained by IWMC, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by IWMC to advise or assist with the RFP process, including the evaluation of proposals.

Proponents are also advised that all documents forming part of the RFP process, including all submitted proposals, are subject to the *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01 (“FOIPP”). A copy of FOIPP is available online at:

https://www.princeedwardisland.ca/sites/default/files/legislation/f-15-01_0.pdf

3.6.3 Personal Information

The *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01 (“FOIPP”) governs the collection, use and disclosure of personal information by IWMC and its service providers. The successful proponent shall be required to comply with all requirements of FOIPP during the term of the Agreement.

A copy of FOIPP is available online at:

https://www.princeedwardisland.ca/sites/default/files/legislation/f-15-01_0.pdf

3.7 Reserved Rights, Limitation of Liability and Governing Law

3.7.1 Reserved Rights of IWMC

IWMC reserves the right to:

- (a) make public the names of any or all proponents;
- (b) request written clarification in relation to a proponent’s proposal;
- (c) waive minor formalities that do not constitute Mandatory Submission requirements or Mandatory Technical requirements;
- (d) verify with any proponent or with a third party any information set out in a proposal;
- (e) check references other than those provided by any proponent;
- (f) disqualify any proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
- (g) disqualify any proponent or the proposal of any proponent who has engaged in conduct prohibited by this RFP;
- (h) amend this RFP process without liability at any time prior to the execution of a written agreement between IWMC and a proponent. These changes are issued by way of addendum in the manner set out in this RFP;
- (i) cancel this RFP process without liability at any time prior to the execution of a written agreement between IWMC and a proponent. A cancellation is communicated by way of addendum in the manner set out in this RFP. IWMC may in its sole discretion issue a new RFP for the same or similar Deliverables; or
- (j) reject any or all proposals.

These reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances, or that IWMC has at law.

3.7.2 Limitation of Liability

By submitting a proposal, each proponent agrees that:

- (a) neither IWMC nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and

- (b) the proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of IWMC's decision to not accept the proposal submitted by the proponent, to enter into an agreement with any other proponent or to cancel this proposal process, and the proponent shall be deemed to have agreed to waive such right or claim.

3.7.3 Governing Law and Interpretation

These terms and conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Prince Edward Island and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

SAMPLE CONTRACT

**Snow Removal and Sanding/Salting
Brockton Waste Watch Drop-Off Center**

THIS AGREEMENT made this _____ day of _____, 20____.

BETWEEN: **ISLAND WASTE MANAGEMENT CORPORATION**, as represented by
the Chief Executive Officer,

(hereinafter referred to as "IWMC")

OF THE FIRST PART;

AND:

of _____
in _____ County, Province of _____,

(hereinafter referred to as the "Contractor")

OF THE SECOND PART.

WHEREAS IWMC wishes to engage the services of the Contractor to carry out the services described in Schedule "A" attached hereto;

AND WHEREAS the Contractor has agreed to provide IWMC with these services on certain terms and conditions as more particularly set out in this Agreement;

NOW THEREFORE in consideration of the mutual promises contained in this Agreement, the Parties agree that the terms and conditions of their relationship are as follows:

Definitions

1. In this Agreement, the following definitions apply:
 - a. "Contractor" means the individual, partnership, corporation or other entity whose proposal is accepted by IWMC to perform the Work and includes any legal representative of the Contractor.
 - b. "IWMC" means Island Waste Management Corporation or its authorized representative.
 - c. "Work" means the services, activities, operations, works, matters or other things required to be done, performed or applied by the Contractor under this agreement as stipulated in

Schedule A, and including all extras or additional work or material duly authorized by IWMC under the terms of this agreement.

Covenants of the Contractor and IWMC

2. The Contractor shall perform the services, assume all those responsibilities and diligently execute all those duties described in the attached Schedule "A" (the "Work"), in a manner satisfactory to IWMC.
3. (a) Subject to the termination clause contained in the Termination section of this Agreement, the term of this Agreement shall commence on the ____ day of ____, 20__, and end on the ____ day of ____, 20__.
- (b) Subject to the termination clause contained in the Termination section of this Agreement and notwithstanding the date of signing of this Agreement, it is acknowledged by both Parties that the Contractor commenced the performance of the Work on the ____ day of ____, 20__. It is further agreed that the amount of \$____ is the maximum amount to be paid for the Work and includes all amounts which may be owed for the Work done since ____ day of ____, 20__.

Payments, Records and Accounts

4. IWMC shall make payments to the Contractor in the following manner:
 - (a) Billing Procedure:
 - (i) Invoices
The Contractor shall submit to IWMC beginning December 15th and each month thereafter through April 15th, an invoice which specifies an amount equal to 20% of the Total Contract amount for the current season.
 - (ii) Payment
IWMC, upon receipt and approval of an invoice from the Contractor, will pay the Contractor the sum owed within 30 days of receiving the invoice.

Conditions of Agreement

5. (a) The Parties agree that the Contractor shall act as an independent contractor and that it is entitled to no other benefits or payments whatsoever than those specified in the Payments, Records and Accounts section of this Agreement.
 - (b) The Parties agree that entry into this Agreement will not result in the appointment or employment of the Contractor, or any officer, clerk, employee or agent of the Contractor, as an officer, clerk, employee or agent of IWMC, nor shall the *Civil Service Act R.S.P.E.I. 1988, Cap. C-8* apply.
6. (a) The Contractor agrees to accept sole responsibility to submit any applications, reports, payments or contributions for sales taxes, income tax, Canada Pension Plan, Employment Insurance, Workers' Compensation assessments, goods and services tax, harmonized sales tax, or any other similar matter which the Contractor may be required by law to make in connection with the Work.

- (b) The Contractor agrees to accept sole responsibility to comply with all federal, provincial and municipal legislation which may have application to the Work and agrees to comply with all provincial and federal legislation affecting conditions of work and wage rates including the *Employment Standards Act* R.S.P.E.I. 1988, Cap. E-6.2, the *Workers' Compensation Act* R.S.P.E.I. 1988, Cap. W-7.1, or any other laws that impose obligations in the nature of the employers' obligations.
- (c) The Contractor, before undertaking any Work, shall provide to IWMC either a certificate of good standing by the Workers Compensation Board or written confirmation from the Workers Compensation Board that such certificate is not required.
- (d) The Contractor agrees to accept the full cost of doing those things required under this paragraph #6, and will not charge or seek reimbursement from Government in any way, such costs having been taken into consideration and included in the rates of payment stipulated in Payments, Records and Accounts section of this Agreement.

Administration

- 7. IWMC shall provide such support, direction, decisions and information to the Contractor as it deems necessary or appropriate under this Agreement and may appoint a person to administer this Agreement and communicate with the Contractor.

Termination

- 8. Notwithstanding other provisions of this Agreement, IWMC may terminate this Agreement in its entirety, or any part thereof, at any time by a notice in writing, signed by or on behalf of IWMC and delivered to the Contractor by hand delivery, mailed to the Contractor's last known place of business, facsimile transmission, or electronic communication. This Agreement shall be determined to have ended upon the date of delivery, sending by electronic communications or mailing of such notice in which event the Contractor shall have no further claim against IWMC, except that the Contractor will be paid pursuant to and in accordance with the provisions of the Payments, Records and Accounts section of this Agreement for the Work performed up to the date of termination by written notice. Such payment shall include all firm commitments made by the Contractor prior to the receipt of the notice and for which the Contractor is liable for payment, less any sums paid by IWMC to the Contractor on account.
- 9. Notice in this Agreement is deemed to have been effected on the day of delivery in person, facsimile, electronic communication, or upon mailing of the notice.

Confidentiality and Copyright

- 10. Any and all information, knowledge or data made available to the Contractor as a result of this Agreement shall be treated as confidential information. The Contractor shall not directly or indirectly disclose or use the information, knowledge or data for purposes unrelated to the Agreement at any time without first obtaining the written consent of IWMC, unless the information, knowledge or data is generally available to the public.

11. (a) The Parties agree that all lists, reports, information, statistics, compilations, analyses, and other data generated or collected in any way as a result of this Agreement are the exclusive property of IWMC and shall not be distributed, released, transmitted or used in any way, via any media, outside the purposes of this Agreement, by the Contractor, its employees, agents, servants or others for whom the Contractor is responsible, without the written consent of IWMC.
- (b) The Parties agree that IWMC owns the copyright on all aspects of the Work, including all manner of data as set out in sub-paragraph (a) and including all software developed as a result of the Work whether in the form of raw data, analyses, database entries or software or hardware code of any kind or in any form whatsoever, including but not limited to object code and source code and any necessary information with respect to the use of such code such as encryption keys, compiler information and version number.
- (c) The Contractor relinquishes all rights to the Work created pursuant to this Agreement, including all rights, and moral rights otherwise accruing to the Contractor pursuant to the *Copyright Act*, R.S.C. 1985, c. C-42.

Conflict of Interest

12. The Contractor warrants that as at the date of this Agreement, no conflict of interest, or any circumstance that might interfere with independent and objective exercise of judgment, exists or is likely to arise in relation to execution of this Agreement or its subject matter. The Contractor shall immediately notify IWMC, in writing, if any such actual or potential conflict of interest should arise at any time during the Term. In the event IWMC discovers or is notified by the Contractor of an actual or potential conflict of interest, IWMC, in its sole discretion, may either:
 - (a) allow the Contractor to resolve the actual or potential conflict to the satisfaction of IWMC; or
 - (b) terminate the Agreement in accordance with the Termination section of this agreement.

Freedom of Information and Protection of Privacy Act

13. The Contractor acknowledges that this Agreement, and information provided in respect of this Agreement, may be subject to release under the *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01. The Contractor may be consulted prior to release of any information.
14. The Contractor acknowledges and agrees that, in the event the Work involves the collection or use of personal information, it is subject to the *Freedom of Information and Protection of Privacy Act*, and that personal information may not be released to any third party or unauthorized individual.

Indemnification and Insurance

15. The Contractor shall indemnify and hold harmless IWMC, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of the Work (herein called the "Claim"), provided that any such Claim is caused in whole or in part by any act, error or

omission, including, but not limited to, those of negligence, of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whom the Contractor may be liable.

16. The Contractor shall, without limiting its obligations or liabilities under this Agreement and at its own expense, provide and maintain the following insurance with insurers and in forms and amounts acceptable to IWMC:
 - (a) Commercial General Liability insurance in an amount not less than \$3,000,000.00 CAD inclusive per occurrence against bodily injury and property damages. Island Waste Management Corporation is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:
 - Personal Injury Liability;
 - Non-Owned Automobile Liability;
 - Cross Liability;
 - Operations of attached machinery
 - (b) Automobile Liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than \$1,000,000.00 CAD.
 - (c) The policy or policies required by this Agreement shall be in a form and with insurers satisfactory to IWMC. All required insurance shall be endorsed to provide IWMC with 30 days advance written notice of cancellation or material change. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of IWMC nor by any other form of recovery available such as the Provincial Self Insurance and Risk Management Fund. A certified copy of the policy, or policies, shall be delivered to IWMC prior to execution of this Agreement. Default of delivery to IWMC or receipt of the certified copy of the policy, or policies, by IWMC shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this Agreement.

General

17. This Agreement shall not be assigned or subcontracted in whole or in part by the Contractor without the prior written consent of IWMC.
18. This Agreement shall ensure to the benefit of and be binding upon the Parties hereto and, subject to the above assignment and subcontracting clause, their executors, administrators, successors and assigns.
19. This Agreement shall be interpreted and applied in accordance with the laws and in the Courts of the province of Prince Edward Island.
20. This Agreement, including Schedule "A", constitutes and expresses the entire agreement of the Parties hereto and any amendment or addition thereto shall be in writing and signed by the respective Parties.
21. The headings are inserted in this Agreement for reference only and shall not form part of the Agreement.

- 22. The provisions of this Agreement which, by their terms, are intended to survive or which must survive in order to give effect to continuing obligations of the Parties, shall survive the termination or expiry of this Agreement.
- 23. If any provision of this Agreement is, for any reason, invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the Parties as though the invalid provision had never been included in this Agreement.

IN WITNESS WHEREOF the Parties thereto have duly executed this Agreement as of the date first above written.

SIGNED, SEALED & DELIVERED

in the presence of:

)
)
)
)
)
)
)

Island Waste Management Corporation,
as represented by the Chief Executive Officer

SIGNED, SEALED & DELIVERED)

in the presence of:

)
)
)
)

Contractor

Authorized Signing Officer

SCHEDULE "A"

**TO AGREEMENT
BETWEEN
ISLAND WASTE MANAGEMENT CORPORATION
AND
THE CONTRACTOR**

DATED THE _____ DAY OF _____, 20__

STATEMENT OF WORK

The Contractor is to provide complete mechanized snow removal service and sand/salt operations to all driveways, parking lots, walkways, ramps, steps, weigh scales and "yard" (including as close to the containers as possible) at the Brockton Waste Watch Drop-Off Center (WWDC) located at 2202 Dock Road, Route 150, Brockton. This service will include all labour, materials and equipment necessary to complete the work.

Hours of Operation for Brockton WWDC:

The Brockton WWDC is open on Mondays, Wednesdays and Fridays from 8:00 AM to 4:30 PM and Saturdays from 8:00 AM to 12:30 PM.

Scope of Work:

The Contractor is to perform the snow removal and ice control operations under the guidance and approval of IWMC's designated person(s).

Prior to winter conditions, the Contractor is to provide IWMC with a contact name and cell and home phone numbers for the person who will be doing the snow removal and sanding/salting operations.

Snow removal and sanding/salting operation will be required for year 1 – November 1, 2022 to May 31, 2023 and year 2 – October 1, 2023 to May 31, 2024.

Snow Removal:

1. Prior to November 1st, the Contractor is to flag any areas to mark obstacles, etc. The Contractor is responsible for any damage to IWMC's property which is caused by the Contractor.
2. The Contractor will provide snow removal service immediately after a snow storm/snow fall has ceased, or, where the snow storm/snow fall event ceases during the night, will begin removing snow before 6:00 AM on the following morning. Snow clearing, salting and sanding must be completed at the WWDC before the site opens at 8:00 AM on operating days. The Contractor must also maintain the site conditions throughout the day. Failure to have the site opened or maintained throughout

the day to allow for regular site operations may be grounds for cancellation of this Agreement. If the Contractor does not perform the work to IWMC's satisfaction and the site operations are impacted due to the lack of snow removal and sanding/salting operations, IWMC, in its sole discretion, may either contract out the services to another service provider and deduct the cost for that service from the Contractor's payment and/or withhold payment for 10% of the total contract price, for that season. The withheld 10% amount will be deducted from the last contract payment (April).

3. The Contractor must also provide for access by IWMC's (and other Contractors') Roll-Off Truck(s) on days when the facility is not open for operations (Tuesdays and Thursdays) during the hours of 8:00 AM to 4:30 PM.
4. At all times, it is the contractors responsibility to assess the on-site conditions to make certain snow removal, salting and sanding are completed as needed to ensure there will be no impediment to vehicle and pedestrian traffic when the site is open, or access is required for IWMC personnel identified in paragraph 3
5. The Contractor will remove snow when fallen or drifted snow has accumulated so as to make walking or automotive traffic difficult and in all cases where the snowfall exceeds 10 cm (4 inches). The Contractor is responsible to remove any snow/ice deposited at the entrance to the WWDC due to routine highway snow clearing, regardless of when it may occur.
6. The site is an asphalt surface so rubber tired equipment must be used to complete the work.
7. The Contractor is responsible to clean the weigh scale platform and the area on both sides of the deck to prevent build-up of ice and snow beneath the platform. **The Contractor MUST use extreme caution when cleaning the weigh scales as rough measures may cause damage to the scale load-cells. The Contractor will be responsible for the cost to repair any such damage caused by the Contractor.**
8. The snow shall be piled in locations which have been agreed to by IWMC Special attention must be taken to ensure the perimeter fence is not damaged. From the first snowfall, push the snow back as far and pile it as high as possible so that as it accumulates the pile of snow isn't coming out into the "yard" too far.

Sanding and Salting:

9. The Contractor will supply and spread sand or salt to parking lots, driveways, walkways, steps, the weigh scales, and the "yard" (including as close to the containers as possible) as required to allow customers and employees safe access to all active areas of the site. This must be completed prior to opening (8:00 AM). The Contractor must also be available to supply sanding/salting service during site operating hours should the site staff call for the service. It is estimated that the site will require thirty (30) tonnes of sand/salt mixture per each winter season.
10. The Contractor must provide at least twenty (20) – 20 Kg bags of coarse salt (or equivalent amount in other package sizes) to the WWDC for use on the weigh scale deck to prevent ice build-up. This is to be delivered to the WWDC prior to winter conditions. This does not constitute the total required for the agreement and IWMC may require additional salt. The supply of this coarse salt shall be included in the Contractor's bid price.

APPENDIX B – SUBMISSION FORM

B.1 Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name Under Which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number (if any):	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Cell Phone:	
Proponent Contact Fax (if any):	
Proponent Contact Email:	
HST/GST Registration Number :	

B.2 Offer

The Proponent confirms to having carefully examined the RFP documents and that the Deliverables are fully understood and agreed to. The Proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in the completed Pricing Form (**Appendix C**).

B.3 Mandatory Forms

The Proponent encloses, as part of this proposal, the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
Submission Form (Appendix B)	
Pricing Form (Appendix C)	
List of Equipment (Appendix E)	
References	

B.4 Pricing

The Proponent has submitted its pricing in accordance with the instructions in the RFP and in the **Pricing Form (Appendix C)**. The Proponent confirms that it has factored all of the provisions of

Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

B. 5 Addenda

The Proponent is deemed to have read and taken into account all addenda issued by IWMC.

B.6 No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

B.7 Conflict of Interest

For the purposes of this RFP, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of IWMC in the preparation of its proposal that is not available to other proponents; (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under an agreement for the Deliverables, the proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

Proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who participated in the preparation of the proposal **AND** were employees of IWMC within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

B.8 Proposal Irrevocable

The proponent agrees that its proposal shall be irrevocable for a period of **Ninety (90)** days following the Submission Deadline.

B.9 Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by IWMC to the advisers retained by IWMC to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

B.10 Execution of Agreement

The proponent agrees that in the event its proposal is selected by IWMC, it will finalize and execute the Agreement in the form set out in **Appendix A** to this RFP in accordance with the terms of this RFP.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX C – SUBMISSION PRICING FORM

1. Instructions on How to Complete Submission Pricing Form

- (a) Submitted costs shall be provided in Canadian funds, and shall not include applicable HST, which shall be added to the payments, as required under Canadian Law.

- (b) Rates quoted by the Proponent shall be all-inclusive and shall include all labour and material costs, equipment costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any applicable fees or other charges whatsoever in order to supply the deliverables.

2. Evaluation of Pricing

Lowest or any proposal will not necessarily be accepted.

3. Pricing Form

Submitted Cost – Service and Materials

Prepare the following table for inclusion in your proposal:

Cost Element	Cost (CDN)
Snow Removal and Sanding/Salting Operations (Year 1 - 2022-2023)	\$
Snow Removal and Sanding/Salting Operations (Year 2 - 2023-2024)	\$
Total Submitted Price Excluding HST	\$

Note: Proponents should be aware that the services provided under the Agreement constitute a taxable supply and HST will be added to the monthly payments required under the Agreement.

APPENDIX D – RFP PARTICULARS

D.1 The Deliverables

The Contractor is to provide complete mechanized snow removal service and sand/salt operations to all driveways, parking lots, walkways, ramps, steps, weigh scales and “yard” (including as close to the containers as possible) at the Brockton Waste Watch Drop-Off Center (WWDC) located at 2202 Dock Road, Route 150, Brockton. This service will include all labour, materials and equipment necessary to complete the work.

Hours of Operation for Brockton WWDC:

The Brockton WWDC is open on Mondays, Wednesdays and Fridays from 8:00 AM to 4:30 PM and Saturdays from 8:00 AM to 12:30 PM.

Scope of Work:

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D.2 Project References

Provide **three project references** for work carried out in the past three years that is similar in nature to the requirements defined in this RFP. References should include a contact name, along with their phone number, fax number and email address and a short description of the work that was provided.

APPENDIX E – LIST OF EQUIPMENT

LIST OF EQUIPMENT TO BE USED

Freedom of Information and Protection of Privacy

Information is collected on this form for the purpose of contracted service administration under the authority of section 31(c) of the *Freedom of Information and Protection of Privacy Act*, as it relates directly to and is necessary for the awarding of service contracts by *Island Waste Management Corporation (IWMC)*. If you have any questions about the collection of this information, please contact Karen MacDonald at IWMC.

Year	Make	Model	Serial Number	Description (Plow, blower,etc)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Certification

I hereby certify that the equipment listed above will be used to provide contracted services to Brockton Waste Watch Drop-Off Center in accordance with Request for Proposal #5956 or in accordance with the Agreement dated _____ for the provision of Snow Removal and Sanding/Salting, and that **all applicable PEI revenue tax (PST) has been paid on this equipment and not refunded.** I acknowledge that the information provided on this certification is subject to audit and accordingly may be provided to the Provincial Treasurer for the purposes of audit under the authority of the *Revenue Administration Act*.

Signature

Title (printed)

Name (printed)

Date

Name of Business or Company (if applicable)