



REQUEST FOR PROPOSALS
FOR
Waste Management

RFP No.: 24-1581

Issue Date: February 28, 2024

RFP Submission Deadline: March 27, 2024, 11:00 AM Eastern Time

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1. Introduction

1.1. Company Description

Old Port of Montreal Corporation Inc. (the “**Company**”) is an agent Crown corporation that owns and operates the Old Port of Montreal and the Montreal Science Centre.

The Company’s mandate consists of developing and promoting the development of the Old Port of Montréal's territory, and of administering, managing, and maintaining the property as an urban recreational, tourism and cultural site.

1.2. Scope of Work

This RFP is issued for the purpose of obtaining Proposals to retain the services of a firm specializing in waste collection, for Recurring Services and On-Demand Services requested by the Company (the “**Scope of Work**”).

This is described in more detail in the Scope of Work Schedule.

1.3. Form of Agreement

The Preferred Proponent shall be required to enter into an agreement (the “**Agreement**”) that is substantially in the form of the draft agreement attached in the Form of Agreement Schedule.

No obligation to proceed with the activities contemplated by the Scope of Work shall arise until such time as the Agreement is signed by all parties.

The term of the Agreement is three (3), with an option in favour of the Company to extend the term for an additional period of one (1) year.

1.4. RFP Tentative Timetable

The following is a summary of the key dates in the RFP process:

Event	Date
RFP Issue Date	February 28, 2024
Submission Deadline for Receipt Confirmation Schedule	March 12, 2024, 12:00 PM Eastern Time
Questions to be Submitted in Writing (see Section 2.5.1 (Submission))	March 12, 2024, 12:00 PM Eastern Time
Addenda Deadline (see Section 2.5.3 (Issued Addenda))	March 19, 2024

RFP Submission Deadline	March 27, 2024, 11:00 AM Eastern Time
Anticipated Agreement Start Date	April 16, 2024

The Company may change any of the above dates and times, including the RFP Submission Deadline, in its sole discretion and without liability, cost, or penalty. In the event a change is made to any of the above dates, the Company will communicate this change by issuing an Addendum in accordance with section 2.5.3 (Issued Addenda).

1.5. RFP Coordinator

1.5.1. Restricted Communications

All communications with the Company regarding any aspect of this RFP (up until any contract award notification) should be directed to the RFP Coordinator:

Name: Pierre-Alexandre Seingier
 Title: Procurement advisor
 Address: 333, rue de la Commune Ouest, Montréal (QC), H2Y 2E2
 Phone #: 514-283-8105
 E-mail address: paseingier@vieuxportdemontreal.com

Proponents that fail to comply with the above communication restrictions may be disqualified from the RFP process.

1.5.2. Authorized Amendments, Waivers, Information or Instructions

From the date of issue of the RFP through any award notification, only the RFP Coordinator is authorized to amend or waive the requirements of the RFP pursuant to the terms of this RFP.

Under no circumstances shall a Proponent rely upon any information or instruction regarding the RFP process unless the information or instruction is provided in writing by the RFP Coordinator. No officer, director, employee, agent of the Company or its subsidiaries shall be responsible for any information or instructions provided to the Proponent, with the exception of information or instructions provided in writing by the RFP Coordinator.

2. RFP Terms and Procedures

2.1. Definitions

In this RFP, unless the context otherwise requires, the following defined terms have the meanings indicated below:

“**Addendum**” means a formal written document issued by the Company and labelled as an “addendum”, which is generally used to modify or supplement this RFP (and “**Addenda**” has a corresponding meaning).

“**Agreement**” has the meaning ascribed in Section 1.3 (Form of Agreement).

“**Applicable Law**” and “**Applicable Laws**” means any *Civil Code of Quebec* requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals, and other legal requirements of any government and/or regulatory authority in effect from time to time.

“**Business Day**” or “**Business Days**” means Monday to Friday between the hours of 9:00 a.m. to 5:00 p.m., except when such a day is a statutory holiday under the laws of Quebec, or as otherwise agreed to by the parties in writing.

“**Company**” has the meaning ascribed to it in Section 1.1 (Company Description).

“**Conflict of Interest**” means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, 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 obligations under the Agreement.

“**Days**” means calendar days.

“**Eligible Proposal**” means a Proposal that meets or exceeds a prescribed requirement, allowing it to proceed to the next phase.

“**Evaluation Team**” means the individuals who have been selected by the Company to evaluate the Proposals.

“**Personal Information**” means information about an identifiable individual that is recorded in any form, as prescribed by the *Privacy Act*.

“**Preferred Proponent**” means the Proponent(s) that the Company has identified as the highest-ranked Proponent(s) in accordance with the evaluation process.

“Proponent” or **“Proponents”** means an entity that submits a Proposal in response to this RFP and, as the context may suggest, refers to a potential Proponent.

“Proposal” or **“Proposals”** means all of the documentation and information submitted by a Proponent in response to the RFP.

“Request for Proposals” or **“RFP”** means this Request for Proposals issued by the Company and all schedules thereto.

“RFP Submission Deadline” means the Proposal submission date and time as set out in Section 1.4 (RFP Tentative Timetable) and as may be amended from time to time in accordance with the terms of the RFP.

“RFP Coordinator” means the individual identified in Section 1.5 (RFP Coordinator).

“Schedule” means one of the schedules to this RFP listed at Section 2.2 (and **“Schedules”** has a corresponding meaning).

“Unfair Advantage” means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to (i) possessing, or having access to, information in the preparation of its Proposal that is confidential to the Company and which is not available to other Proponents, (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the RFP process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and result in any unfairness.

2.2. Definitions of Schedules

In this RFP, unless the context otherwise requires, the following terms refer to the Schedules indicated below:

“Scope of Work”	Schedule 1
“Receipt Confirmation Schedule”	Schedule 2
“Proposal Checklist Schedule”	Schedule 3
“Declaration and Certification Schedule”	Schedule 4
“Unfair Advantage and Conflict of Interest Statement Schedule”	Schedule 5
“References Schedule”	Schedule 6
“Proponent Consortium Information Schedule”	Schedule 7
“Certificate of Compliance Schedule”	Schedule 8
“Pricing Schedule”	Schedule 9
“Form of Agreement Schedule”	Schedule 10

2.3. Rules of Interpretation

This RFP shall be interpreted according to the following provisions, unless the context requires a different meaning:

In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.

The plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes all genders.

2.4. RFP Information

2.4.1. Proponent to Review

Each Proponent should carefully review the RFP to ensure that it has no reason to believe there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP. Every Proponent is responsible for conducting its own investigations and due diligence necessary for the preparation of its Proposal.

2.4.2. Proponent to Notify

If a Proponent has any reason to believe that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP, the Proponent must notify the RFP Coordinator in writing prior to submitting a Proposal. The RFP Coordinator will then clarify the matter for the benefit of all Proponents.

Proponents shall not:

- a. after submission of a Proposal, claim that there was any misunderstanding or that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP; or
- b. claim that the Company is responsible for any of the foregoing.

2.5. Clarification and Questions

2.5.1. Submission

Proponents must submit requests for clarification in writing by email to the RFP Coordinator, or as may otherwise be directed by the RFP Coordinator.

In submitting a request for clarification, a Proponent must include its address, telephone number, and email address.

Where a question relates to a specific section of this RFP, reference should be made to the specific section number and page of the RFP.

Requests for clarification must be submitted by the Questions to be Submitted in Writing Deadline as set out in Section 1.4 (RFP Tentative Timetable).

2.5.2. Questions and Answers

The Company shall make reasonable efforts to provide Proponents with written responses to questions that are submitted in accordance with Section 2.5.1 (Submission). Questions and answers will be distributed in numbered Addenda to Proponents as per the provisions of section 2.5.3 (Issued Addenda). When responding to a Proponent's questions, the Company will set out the question(s), but without identifying the Proponent that submitted the question(s). Also, the Company may, in its sole discretion:

- a. edit the question(s) for clarity;
- b. exclude questions that are either unclear or inappropriate; and
- c. answer similar questions from various Proponents in one Addendum.

2.5.3. Issued Addenda

Before submitting a Proposal, a Proponent shall be responsible to verify that it has received all of the Addenda that have been issued, which shall be posted on <https://canadabuys.canada.ca/en> before the Deadline to submit the "Receipt Confirmation Schedule" defined in section 1.4 (RFP Tentative Timetable), and after this date, all addenda that have been published and transmitted before the Addendum Deadline defined in section 1.4 (RFP Tentative Timetable), unless an Addendum extends the Proposal submission Deadline, by email only to Proponents who have indicated their intention to respond to this RFP by returning the completed "Receipt Confirmation Schedule" before the Deadline to submit the "Receipt Confirmation Schedule" defined in section 1.4 (RFP Tentative Timetable).

Any amendment or supplement to the RFP made in any other manner will not be binding on the Company.

2.6. Receipt Confirmation

Proponents **must complete and return** by email the Receipt Confirmation Schedule, in accordance with the specific instructions contained therein, by the date and time mentioned in Section 1.4 (RFP Tentative Timetable).

2.7. Proposal Submission

2.7.1. General

To be considered in the RFP process, a Proponent's Proposal **must be** received by the RFP Submission Deadline, as set out in Section 1.4 (RFP Tentative Timetable), by email to the following email address: paseingier@vieuxportdemontreal.com, and the subject of the email should be the Proponent's name, and RFP # 24-1581. The email should be addressed to **OLD PORT OF MONTREAL CORPORATION INC.**, to the attention of the RFP Coordinator. The Proposal should be included as an attachment to the email following the terms and conditions set out in Section 3.2 (Proposal Format).

Proposals received after the RFP Submission Deadline shall not be considered. Each Proponent is responsible for the actual delivery of its Proposal to the email address listed above.

Proposals are to be submitted in English or French only, and any Proposal received by the Company that is not entirely in English and/or French may be disqualified.

2.7.2. Receipt

Every Proposal received will be date/time stamped according to the date/time of the email received by the RFP Coordinator at the email address referred to in Section 2.7.1 (General).

2.8. Withdrawal of Proposal

A Proponent may withdraw its Proposal only by providing written notice to the RFP Coordinator before the RFP Submission Deadline. A Proposal may not be withdrawn after the RFP Submission Deadline. The Company has no obligation to return withdrawn Proposals.

2.9. Amendment of Proposal

A Proponent may amend its Proposal after submission, but only if the Proposal is amended and resubmitted before the RFP Submission Deadline. The Proponent must provide notice to the RFP Coordinator in writing and replace its Proposal with a revised Proposal, in accordance with the requirements of this RFP. The Company has no obligation to return amended Proposals.

2.10. Completeness of Proposal

As of the RFP Submission Deadline, the submission of a Proposal shall constitute a representation by the Proponent that:

- a. it has complied with this RFP;
- b. it is qualified and experienced to perform the Scope of Work in accordance with this RFP and the Form of Agreement Schedule;

- c. the Proposal (including pricing) is based on performing the Scope of Work in accordance with this RFP, without exception; and
- d. the pricing set out in the Proposal addresses all of the Proponent's obligations under the Form of Agreement Schedule necessary for the performance of the Scope of Work in accordance with this RFP.

2.11. Proponent's Proposals

All Proposals submitted by the Submission Deadline shall become the property of the Company and will not be returned to the Proponents.

2.12. Proposal Irrevocability

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in Section 2.8 (Withdrawal of Proposal), a Proposal shall be irrevocable by the Proponent for **120 Days** from the RFP Submission Deadline.

Proposals will not be opened publicly.

2.13. Acceptance of RFP

By submitting a Proposal, a Proponent agrees to accept and to be bound by all of the terms and conditions contained in this RFP, and by all of the representations, terms, and conditions contained in its Proposal (to the extent that they do not conflict with the terms and conditions contained in this RFP).

2.14. Amendments to the RFP

Subject to Section 1.4 (RFP Tentative Timetable) and Section 2.5.3 (Issued Addenda), the Company shall have the right to amend or supplement this RFP in writing prior to the RFP Submission Deadline. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all Addenda.

2.15. Clarification of Proponent's Proposal

The Company shall have the right at any time after the RFP Submission Deadline to seek clarification from any Proponent in respect of that Proponent's Proposal, without contacting any other Proponent. The Company shall not be obliged to seek clarification of any aspect of any Proposal.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change the Proponent's Proposal in any substantive manner. Subject to the qualification in this provision, any written information received by the Company from a Proponent in response to a request for clarification from the Company may be considered to form an integral part of the Proponent's Proposal, in the Company's sole discretion.

2.16. Verification of Information

The Company shall have the right, in its sole discretion, to:

- a. verify any Proponent's statement or claim made in the Proponent's Proposal or made subsequently in an interview, site visit, oral presentation, demonstration, or discussion by whatever means the Company may deem appropriate, including contacting persons in addition to those offered as references;
- b. reject any Proponent's statement, claim or Proposal, if such statement, claim or Proposal is patently unwarranted or is questionable; or
- c. access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and Company shall agree on reasonable access terms, including pre-notification, extent of access, security, confidentiality and the allocation and amount of any costs incurred in connection with such access.

The Proponent shall co-operate in the verification of information and is deemed to consent to the Company verifying such information.

2.17. Proposal Acceptance

The lowest price Proposal or any Proposal shall not necessarily be accepted. While price is an evaluation criterion, other evaluation criteria, as set out in Article 3 – Proposal Evaluation, Format and Contents, will form a part of the evaluation process.

2.18. Substantial Compliance

The Company shall be required to reject Proposals which are not substantially compliant with this RFP.

2.19. No Publicity or Promotion

No Proponent, including the Preferred Proponent, shall make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any arrangement entered into under this RFP without the prior written approval of the Company.

If a Proponent, including the Preferred Proponent, makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFP, the Company shall be entitled to take all reasonable steps as may be deemed necessary by the Company, including disclosing any information about a Proponent's Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

2.20. Debriefing

Not later than 15 Days following the date of posting of a contract award notification in respect of the RFP, a Proponent may contact the RFP Coordinator to request a debriefing.

Any request that is not received within the foregoing timeframe will not be considered and the Proponent will be notified of same in writing.

Proponents should note that, regardless of the time of submission of a request by a Proponent, debriefings will not be provided until a contract award notification has been posted.

2.21. Confidentiality

2.21.1. Company Confidential Information

All correspondence, documentation, and information of any kind provided by or on behalf of the Company to a Proponent in connection with or arising out of this RFP or the acceptance of any Proposal (“**Company Confidential Information**”) constitutes the confidential information of the Company. The foregoing does not apply to any information that is or becomes generally available to the public other than as a result of disclosure by a Proponent.

The Proponent shall protect all Company Confidential Information as confidential, using reasonable measures no less stringent than those that it uses to protect its own confidential information of a like nature. In respect of all Company Confidential Information, the Proponent agrees that:

- a. it must not use that information for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement, if applicable;
- b. it shall prevent any use or disclosure of such information except as provided otherwise in this RFP, as expressly consented to by the Company in writing, or as may be required by Applicable Laws;
- c. it shall only disclose or grant access to such information to its employees or advisors who require access to that information for the purposes of this RFP and who are subject to binding confidentiality obligations substantially similar to those set out in this RFP;
- d. such information remains the property of the Company; and
- e. it shall return such information to the Company upon request.

The foregoing is subject to any other confidentiality agreement required by the Company as part of this RFP.

2.21.2. Proponent Confidential Information

Except as provided otherwise in this RFP, or as may be required by Applicable Laws (including the *Access to Information Act*), the Company shall treat the Proponents' Proposals and any information about the Proponent gathered as part of this RFP process as confidential, and shall neither disclose nor divulge such information (except to its employees or advisors who require access to the information for the purposes of this RFP and who are subject to binding confidentiality obligations substantially similar to those set out in this RFP) without the express written permission and consent of the Proponent; provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by the Company.

2.21.3. Copies of Materials

All correspondence, documentation, and information provided in response to or because of this RFP may be reproduced for the purposes of evaluating the Proponent's Proposal.

2.22. Personal Information

The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of individuals who will be assigned to perform any work unless specifically requested.

Any Personal Information that is requested as part of this RFP process shall only be used (a) to select the qualified individuals to undertake the Scope of Work; (b) to confirm that the work performed is consistent with these qualifications; (c) for any audit of this RFP process; and (d) in the case of the successful Proponent, for contract management purposes. Such Personal Information will be maintained as part of the Personal Information Bank listed in Info Source: Professional Service Contracts - PSU 912.

It is the responsibility of each Proponent to obtain the consent of applicable individuals prior to providing their Personal Information as part of this RFP process. If any Personal Information is disclosed to the Company by a Proponent, the Company will consider that the appropriate consents have been obtained for the disclosure to and use by the Company of the requested information for the purposes described herein.

2.23. Access to Information Act

The Company is subject to the *Access to Information Act*. Any information provided by Proponents in connection with this RFP may be subject to requests for access under that Act, and can only be withheld from disclosure in specific circumstances.

A Proponent should identify any information in its Proposal that, if disclosed to any other person, would harm that Proponent's competitive position. Generally, only specific portions of a Proposal should be identified.

2.24. Reserved Rights (General)

In addition to any other express rights or any other rights which may be implied in the circumstances, the Company reserves the right to:

- a. make public the names of any or all Proponents;
- b. request written clarification or the submission of supplementary written information from any Proponent and to incorporate such clarification or supplementary written information into the Proponent's Proposal, at the Company's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proponent's Proposal in any material manner;
- c. waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in the Company's sole discretion;
- d. verify with any Proponent or with a third party any information set out in a Proposal, as described in Section 2.16 (Verification of Information);
- e. check references other than those provided by Proponents;
- f. disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with the Company impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of the RFP;
- g. disqualify any Proponent where that Proponent, or one or more principles or key personnel of that Proponent, have (i) previously breached a contract with the Company, (ii) otherwise failed to perform to the reasonable satisfaction of the Company, (iii) engaged in conduct prohibited by this RFP (including where there is any evidence of collusion with any other Proponent, its personnel or agents), (iv) been charged or convicted of an offence in respect of a prior or current contract with the Company or any of its affiliates, (v) breached any law that the Company deems relevant to this RFP or the Agreement, or (vi) a Conflict of Interest or Unfair Advantage, or where reasonable evidence of any Unfair Advantage or Conflict of Interest is brought to the attention of the Company;
- h. make changes, including substantial changes, to this RFP provided that those changes are issued by way of Addenda in the manner set out in this RFP;
- i. accept or reject a Proposal if only one Proposal is submitted;
- j. reject a subcontractor proposed by a Proponent within a consortium;
- k. select a Proponent other than the Proponent whose Proposal reflects the lowest cost to the Company;
- l. cancel this RFP process at any stage, do so without providing reasons, and thereafter initiate a new procurement process for the same or similar matters contemplated by this RFP, or take no further action in respect of the matters contemplated by this RFP;
- m. discuss with any Proponent different or additional terms to those contained in this RFP or in any Proponent's Proposal; and

- n. reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against the Company and/or its affiliates, or is otherwise engaged in a dispute with the Company and/or its affiliates.

By submitting a Proposal, the Proponent authorizes the collection by the Company of the information identified in this RFP, which the Company may request from any third party.

2.25. Reserved Rights (as to Preferred Proponent)

If the Preferred Proponent fails or refuses to execute the Agreement within 5 Business Days from the date of being notified that it is the Preferred Proponent, the Company may, in its sole discretion:

- a. extend the period for executing the Agreement, provided that if sufficient progress towards executing the Agreement is not achieved within a reasonable period of time, the Company may, in its sole discretion, proceed per (b) below (regardless of whether the extended period to execute the Agreement has elapsed);
- b. exclude the Preferred Proponent's Proposal from further consideration, rescind the invitation to execute the Agreement, and invite the next highest-ranked Proponent to execute the Agreement; and
- c. exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP.

2.26. Proponent's Costs

Every Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses relating to the Proponent's participation in:

- a. the preparation, presentation, and submission of its Proposal;
- b. the Proponent's attendance at any meeting in relation to the RFP process, including any oral presentation and/or demonstration;
- c. the conduct of any due diligence on its part, including any information gathering activity;
- d. the preparation of the Proponent's own questions prior to the RFP Submission Deadline; and
- e. any discussion and/or finalization of the Agreement.

2.27. No Liability

The Proponent agrees that:

- a. Any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Quebec and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Quebec court.
- b. It irrevocably waives any right to and shall not oppose any Quebec action or proceeding relating to this RFP process on any jurisdictional basis.
- c. It shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from a Quebec court as contemplated by this RFP.

The Proponent further agrees that if the Company commits a material breach of this RFP, the Company's liability to the Proponent, and the aggregate amount of damages recoverable against the Company for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the Company, shall be no greater than the Proposal preparation costs that the Proponent seeking damages from the Company can demonstrate.

2.28. Assignment

The Proponent shall not assign any of its rights or obligations hereunder during the RFP process without the prior written consent of the Company.

2.29. Priority of Documents

In the event of any inconsistencies between the terms, conditions, and provisions of the main part of the RFP and the Schedules, the RFP shall prevail over the Schedules during the RFP process.

2.30. Governing Law

The RFP and the Proponent's Proposal shall be governed by the laws of Quebec and the federal laws of Canada applicable therein.

3. Proposal Evaluation, Format and Contents

3.1. General

The evaluation of the Proposals will be conducted by the Evaluation Team in several stages, as described below. The stages and the points allocated to each stage of the evaluation process are as follows:

Stage	Description	Points	Minimum Score
I	Mandatory Requirements	(Pass/Fail)	Pass
II	Rated Information (Excluding Pricing)	60	35
III	Pricing	40	N/A
IV	Reference Verification	(Pass/Fail)	Pass
	Total	100	N/A

Proposals that reach or exceed the minimum score for a given stage or rated information will be eligible to proceed to the next stage of the evaluation process (an Eligible Proposal).

Every Proponent should refer to the Proposal Checklist Schedule to verify that it has included in its Proposal everything requested by this RFP.

3.2. Proposal Format

3.2.1. General

The Proponent's Proposal should be comprised and formatted as follows:

- a. One (1) attachment named "Name of the Proponent – Proposal" to the email containing one (1) electronic copy in PDF format, excluding the Pricing Schedule; and
- b. One (1) attachment named "Name of the Proponent – Pricing Schedule" to the same email containing one (1) electronic copy in PDF and/or Excel format of the Pricing Schedule.

3.2.2. Technical Issues

In preparing its Proposal, the Proponent should adhere to the following:

- a. all pages should be numbered;
- b. avoid using symbols in the file name such as &, #, etc.;
- c. each electronic document should not exceed ten (10) MB in size; information may be split up into separate documents, if necessary, for a maximum of thirty (30) MB in size for the email sent;
- d. avoid using scanned copies of documents, where possible (scanned copies tend to be of greater size than original electronic versions);
- e. no embedded hyperlinks to online literature about the Proponent are permitted unless online literature is specifically requested in this RFP;

- f. completely address, on a point-by-point basis, each rated information identified in section 3.3.8 and following (*Rated Information and Pricing*); and
- g. as appropriate, incorporate the Schedules in its Proposal.

Proposals should be submitted in accordance with the instructions set out in this RFP and by completing the Schedules referred to below (without delineations, alterations, or erasures).

3.3. Proposal Contents – Mandatory Requirements and Rated Information

Proposals should respond to the requirements and questions listed in the chart below in a written document.

Proposals must contain the information listed under the heading “Mandatory Requirements” below. A failure to do so will result in the Proposal being disqualified. If a “Mandatory Requirement” refers to a Schedule, then Proponents should provide responses to the “Mandatory Requirements” in the corresponding Schedule.

Proposals should address the information listed under the heading “Rated Information” below. Rated information will be scored and failure by a Proponent to fully address any rated information will affect the Proponent’s evaluation and final score. Proponents should provide responses to the “Rated Information” in the body of their Proposals under corresponding headings, or in a Schedule, if directed.

MANDATORY REQUIREMENTS	Evaluation
<p>3.3.1. Receipt Confirmation Schedule</p> <p>The Proponent has submitted to the Company the "Receipt Confirmation Schedule" duly completed and declared their interest in submitting a Proposal, completed by the Proponent, in accordance with the guidelines provided in this Schedule before the Deadline to submit the "Receipt Confirmation Schedule" defined in section 1.4 (RFP Tentative Timetable).</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.2. Declaration and Certification Schedule</p> <p>The Proposal must include a completed Declaration and Certification Schedule, completed by the Proponent in accordance the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.3. Unfair Advantage and Conflict of Interest Statement Schedule</p>	<p><i>Pass or Disqualification</i></p>

<p>The Proposal must include a completed Unfair Advantage and Conflict of Interest Statement Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.</p>	
<p>3.3.4. References Schedule</p> <p>The Proposal must include a completed References Schedule, completed by the Proponent, and by each member of the consortium (if applicable), in accordance with the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.5. Proponent Consortium Information Schedule</p> <p>The Proposal must include a completed Proponent Consortium Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.</p> <p><u>Even if a consortium is not responding to this RFP</u>, this schedule must be completed by the Proponent and included to the Proposal.</p> <p>Where a consortium is responding to this RFP, the following shall apply:</p> <ul style="list-style-type: none"> a. one member of the consortium shall be the Proponent; and b. the Proponent shall confirm that the Proponent shall assume full responsibility and liability for the work and actions of all consortium members (who are subcontractors to the Proponent) with respect to the obligations to be assumed pursuant to this RFP, provided that the Company shall be entitled to reject a subcontractor and may consent to a replacement. 	<p><i>Pass or Disqualification</i></p>
<p>3.3.6. Certificate of Compliance Schedule</p> <p>The Proposal must include a completed and signed Certificate of Compliance, completed by the Proponent in accordance with the instructions contained in that schedule.</p> <p>The Proponent does not need to complete a Certificate of Compliance if the Company has received a completed Certificate of Compliance within the previous two (2) years and there has been no change of ownership as defined within the Certificate of Compliance, but the Proponent must state that there has been no change in ownership in its Proposal. Failure to indicate in the Proposal that a Certificate of Compliance has been submitted in the previous two (2) years and that no change of ownership has occurred may result in the Proponent being disqualified.</p>	<p><i>Pass or Disqualification</i></p>

RATED INFORMATION	Scoring	Evaluation
Part A - Scope of Work Capabilities and Related Matters		<i>Available Points: 60</i>
<p>3.3.7. Scope of Work Capabilities</p> <p>The Proponent should review the Scope of Work and describe, in approximately two (2) pages, its understanding of, and ability to perform, the recurring and on-demand services as described in this schedule.</p> <p>The Proponent should also describe the approaches it proposes to meet the Scope of Work requirements.</p>	20	<p>To obtain maximum points for this criterion, the Proponent must:</p> <ul style="list-style-type: none"> - Clearly and concisely demonstrate an understanding of the Company's needs; - Identify the main challenges and/or relevant issues the Company faces with regard to its waste collection needs; and - Outline the unique and relevant benefits to the Company of engaging the Proponent's services;
<p>3.3.8. Customer Service</p> <p>The Proponent must explain in detail, in approximately two (2) pages, how its customer service is organized to manage Recurring Services and On-Demand Services; including its response time and provision of the required equipment.</p>	20	<p>To obtain the maximum number of points, the Proponent must have:</p> <ul style="list-style-type: none"> - Demonstrated the quality and efficiency of its customer service; - Demonstrated its responsiveness to urgent requests; - Demonstrated its capacity to meet needs seven (7) days a week.
<p>3.3.9. Personnel</p> <p>The Proponent should submit information related to the qualifications and experience of the Project Manager, as well as the personnel who will be assigned to perform the Services.</p> <p>This may include résumés, certification or accreditation documents and/or reference letters. See Section 2.22 (Personal Information) before submitting any such personal information.</p>	10	<p>To obtain maximum points for this criterion, the Proponent must:</p> <ul style="list-style-type: none"> - Demonstrate that the Proponent's team has the necessary and adequate experience to carry out mandates of a similar nature and/or scope. - Demonstrate that the Proponent's team members have each completed at least two (2) projects comparable to

		those requested in the Scope of Work within the last five (5) years.
<p>3.3.10. Sustainable Development</p> <p>The Proponent must submit a text, of approximately one (1) page, explaining the measures it intends to implement to integrate sustainable development principles in the execution of this mandate.</p>	5	<p>To obtain maximum points for this criterion, the Proponent must have:</p> <p>Formulated a clear, realistic and innovative vision of the measures to be taken to integrate sustainable development principles specific to the execution of the mandate.</p>
<p>3.3.11. Méthode de calcul des déchets collectés</p> <p>The Proponent must explain in detail, in a maximum of one (1) page, the method used to calculate the amount of waste collected from containers at the Old Port site under this mandate and provide a template of the monthly statistical report to be used under this mandate.</p>	5	<p>To obtain maximum points, the Proponent must, within the maximum number of pages:</p> <ul style="list-style-type: none"> - Demonstrate a reliable method for calculating the quantities of waste collected in the various containers located at the Old Port of Montreal site; and - Have proposed a monthly statistical report template indicating, at a minimum, the quantity of waste collected at the Old Port of Montreal site and any other information relevant to this type of report.
Part B - Pricing		Available Points: 40
<p>3.3.12. Pricing</p> <p>Only Proposals that achieve the minimum score for Phase II will be eligible to proceed to Phase III (Pricing).</p> <p>All prices must be indicated in the complete version of the Pricing Schedule. Failure to complete the Pricing Schedule in full and in accordance with the instructions contained in that schedule may result in a lower score (or a zero score), as deviations may render it difficult for the Company to evaluate Proponents' pricing relative to each other and to the Company's needs.</p>	40	<p>Each Proponent will receive a percentage of the total possible points allocated to price by dividing the lowest bid price under this RFP by that Proponent's price. The price of the bid used corresponds to the amount indicated in the "Estimated Total Contract Cost" cell in the Pricing Schedule.</p> <p>For example, if the lowest price offered by one Proponent is \$120.00, that Proponent will receive 100% of the possible points (120/120 = 100%). A Proponent who submitted a price of \$150.00 will receive 80% of</p>

<p>The Proponent must prepare its Proposal in full accordance with the Form of Agreement provisions, and factor all the provisions of the Agreement into its pricing assumptions, calculations, and proposed prices.</p>		<p>the possible points (120/150 = 80%) and a Proponent who submitted a price of \$240.00 will receive 50% of the possible points (120/240 = 50%).</p> $\frac{\text{Lowest Price}}{\text{2nd lowest Price}} \times \text{Total available points} = \text{Score for Proposal with 2nd lowest Price}$ $\frac{\text{Lowest Price}}{\text{3rd lowest Price}} \times \text{Total available points} = \text{Score for Proposal with 3rd lowest Price}$
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3.4. Reference Verification

At this stage, the Evaluation Team will verify as many references provided by the Preferred Proponent **(including members of the consortium, if applicable)** in the References Schedule as the Evaluation Team may deem appropriate, and such references may be conducted in-person, as the Evaluation Team may determine in its sole discretion. References will be assessed on a pass/fail basis as to their satisfaction with the project, and will serve to validate (or not, as the case may be) the evaluation conducted by the Evaluation Team.

3.5. Tie Break Process

Where two or more Proposals achieve a tie score on completion of the evaluation process, the Company may select any or all of those tied Proponents in its sole discretion.

3.6. Preferred Proponent

After the references have been successfully verified, the Company will notify the Preferred Proponent of its position as the Preferred Proponent and provide the Preferred Proponent with the Agreement for execution.

The Company shall at all times be entitled to exercise its rights under Section 2.25 (Reserved Rights (as to Preferred Proponent)).

For certainty, the Company makes no commitment to the Preferred Proponent that the Company will execute the Agreement.

Schedule 1 Scope of Work

SECTION 1 – SERVICES

1.1 Purpose

The Company wishes to hire a firm specializing in waste collection, for Recurring Services and On-Demand Services requested by the Company (“**Services**”).

1.2 Description of Services

Services are divided into Recurring Services and On-Demand Services. Recurring Services are Services of a predetermined frequency that are invoiced to the Company on a monthly basis. On-Demand Services are Services that the Company requests through a Statement of Work by email and that do not fall within the scope of Recurring Services. Both types of Services are described in greater detail below.

.1 The Services to be performed include, but are not limited to:

a) Recurring Services:

- Collect residual materials from compactors and containers according to the frequencies established by the Company described in Schedule 1A herein, with such frequencies subject to amendment by the Company at its discretion;
 - The Preferred Proponent must complete all waste collection **between 6 a.m. and 9 a.m.**, without exception.
 - The Preferred Proponent’s driver may be required to open enclosed areas to access to the containers.
- The supply, delivery, installation, and electrical connection of the Equipment required for the waste management program (including but not limited to containers, compactors, mechanical arms, rails, safety cages, and other required equipment). The number and type of Equipment are described in greater detail in Schedule 1A herein, and shall be subject to amendment by the Company at its discretion;
- Installation and uninstallation, once a year, of the compactor at Jacques-Cartier Pier, as well as the rail system used to anchor the compactor to the ground, on a date to be determined in agreement with the Company;
- Transportation and disposal of waste off site.
- Containers and compactors must be digitally coded.
- The frequency of the Recurring Services varies according to the seasons (winter and spring); these seasonal frequencies are described in greater detail in Schedule 1A herein.
- The Company, in its sole discretion, reserves the right to change the frequency of Recurring Services, the requested collection schedule, and the number and type of Equipment required.

b) On-Demand Services:

- Services upon request 365 days/year, as required by the Company, for waste collection, Equipment rental, transportation and disposal, at the rates provided for such services.
- .2 The objectives are to:
- Obtain prompt and preferential services upon request for the Company's entire premises (the "Site").
 - Obtain timely services upon request for consultations within 48 hours of the issuance of a consultation request.
- .3 Services may be required at the following buildings on the Company's Site:
- Bota Bota
 - Lock House
 - De l'Étang pavilion
 - Montreal Science Centre (including Belvedere)
 - Lower section of Clock Tower Pier
 - Clock Tower
 - Jacques-Cartier pavilion
 - The Company reserves the right to add any other building or location where the Services may be required.
- .4 All plans and documents necessary for the performance of the Services are provided in Schedule 1B.

SECTION 2 – MINIMUM TECHNICAL REQUIREMENTS

2.1 Maintenance

- .1 The Preferred Proponent agrees and certifies that the waste collected on the Company's Site will be disposed of in accordance with applicable environmental laws and standards. Accordingly, the Preferred Proponent shall provide the Company with a monthly disposal report.
- .2 The Preferred Proponent agrees to repair, at their own expense, any parts damaged during the performance of the Services. In the event of irreparable damage, the Preferred Proponent agrees to reimburse the Company for the value of the cost of the work, including parts and labour.
- .3 The Preferred Proponent must ensure that each landfill site complies with Ministère de l'Environnement standards.
- .4 Waste disposed by the Preferred Proponent will be invoiced to the Company at the unit rates submitted and based on the actual weight of disposed material (see Schedule 9).

- .5 The Preferred Proponent must consistently and efficiently monitor the Services performed.
- .6 The Preferred Proponent shall provide training to Company supervisory staff for the mechanical compactor system upon replacement of the Equipment.
- .7 The Preferred Proponent shall immediately notify the Company Representative of any changes with respect to new laws or regulations.
- .8 The Preferred Proponent shall ensure that all vehicles required for the performance of the Services are provided.
- .9 All Equipment provided by the Preferred Proponent must be refurbished prior to delivery to the Site.
- .10 All **compactors** shall be cleaned on a monthly basis in the summer and every three (3) months during the off season. No cleaning will be tolerated on the Company's Site. The Preferred Proponent shall perform cleaning tasks off Site and replace the compactors the same day.

All **containers** must be washed once a year during the summer period, upon request by the Company. The Preferred Proponent shall perform cleaning tasks off Site and replace the containers the same day.
- .11 All compactors shall be equipped with an anti-odour system. The Preferred Proponent must ensure the system is operational at all times and must provide the product to the Company at no additional cost.
- .12 All of the Preferred Proponent's Equipment must be safe for users. Furthermore, all compactors must be fitted with the same key, of which the Preferred Proponent shall provide twenty (20) copies to the Company.
- .13 In the event a driver cannot access a container or compactor on the Site, the Preferred Proponent must ensure that the driver contacts the Company's Supervisor at 514-838-4630 before leaving the Site. The Company will intervene to promptly resolve the situation so that the waste is collected as planned.
- .14 The Preferred Proponent shall ensure that it promptly responds to Company requests on any issues or emergencies and provide a direct customer service telephone number.
- .15 Telephone numbers to contact the Company Representative will be provided upon signing the Agreement.

2.2 Location of Containers and Compactors

- .1 The Equipment required for the waste management program shall be installed by the Preferred Proponent at the designated locations indicated in the plans of the Site, or P2024-024-01, P2024-024-02 and P2024-024-03, attached to Schedule 1B.
- .2 The Company reserves the right, for the duration of the Agreement and at no additional cost to the Company, to change the designated locations for the Equipment shown before final installation.

2.3 Excluded Services

- .1 Manual waste collection.

2.4 Equipment

- .1 The Preferred Proponent must provide the most up-to-date equipment with all the necessary certifications.
- .2 Minimum specifications for compactors:

Control Panel

- Semi-automatic system
- Three-position power switch
- Safety shut-down switch
- Reset button on housing
- Emergency stop button
- Operating indicator light
- Key lock start
- Multi-cycle operation

Hydraulic Unit

- 10 HP 1,800 rpm 600V/3Ø
- 9 gpm pump
- 130 L hydraulic tank
- Operating pressure: 1,800 psi
- Maximum pressure: 2,100 psi
- Suction strainer
- Return-line filter 10 microns
- Low oil/high temperature indicator
- Pressure gauge

Compactor Section

- 2.0 m³ capacity
- Cycle time: maximum 60 sec.

Other Equipment

- Safety cage with door or safety barrier with control panel
- Universal clip
- Retainer teeth
- Rails

- .3 The Preferred Proponent must provide the technical data sheet for each compactor before the Agreement comes into effect.

2.5 Advertising and Signage

- .1 The Company shall ensure that no signage is applied to containers or compactors.
- .2 The Preferred Proponent may have their name or the name of one of their subsidiaries on any of the containers or compactors provided, in accordance with the Company's instructions and with the prior written approval of the Company at its sole discretion.

2.6 Reports and Additional Requests

- .1 The Preferred Proponent must ensure that all waste is weighed during collection and that a monthly statistical report is prepared on the volume and categories of waste. The monthly report shall be emailed to the Company Representative no later than seven (7) days following the end of the month to which it relates.
- .2 Any delivery of additional containers on the Company Site shall require a Statement of Work by email.
- .3 Only the Company Representative has the authority to order and receive additional requests for dedicated Site operations Equipment.

2.7 Landfill Site

- .1 The Preferred Proponent must provide a list of the landfill and recovery sites it intends to use for its Services before signing the Agreement. Only sites that meet the standards of the Ministère de l'Environnement shall be accepted. An updated list shall be provided annually to the Company Representative. The Preferred Proponent agrees to use only landfill and recovery sites that meet the standards of the Ministère de l'Environnement.

Schedule 1A – COLLECTION FREQUENCY

Equipment Concerned	Volume of Equipment	Type of Equipment	Number of Equipment	Collection Frequency
CSM compactor – waste	30 yd ³	RO	1	May 1–Oct 31: 4 collections/month (Friday, every week) Nov 1–April 30: 2 collections/month (Friday, every 2 weeks)
Jacques-Cartier Pier compactor – waste	30 yd ³	RO	1	May 1–Oct 31: 4 collections/month (Friday, every week)
Bota Bota container – waste	8 yd ³	Front – Low Profile	1	May 1–Oct 31: 7 collections/week (daily) Nov 1–April 30: 3 collections/week (Monday, Thursday, Saturday)
Clock Tower Pier (lower section) container – waste	8 yd ³	Front – Low Profile	1	May 1–Oct 31: 7 collections/week (daily) Nov 1–April 30: 3 collections/week (Monday, Thursday, Saturday)
De l'Étang Pavilion container – waste	8 yd ³	Front – Low Profile	1	May 1–Oct 31: 7 collections/week (daily)
Belvedere container – waste	4 yd ³	Front	2	May 1–Oct 31: 7 collections/week (daily) Nov 1–April 30: 3 collections/week (Monday, Thursday, Saturday)
Lock House container – waste	4 yd ³	Front	1	May 1–Oct 31: 7 collections/week (daily) Nov 1–April 30: 3 collections/week (Monday, Thursday, Saturday)
Clock Tower Quay container – waste	2 yd ³	Front	1	May 1–Oct 31: 7 collections/week (daily)

The figures shown in this table are estimates for the duration of the Agreement, based on estimated Equipment numbers and collection frequencies. These figures do not represent a binding commitment on the part of the Company during the term of the Agreement. They are provided for information purposes only to enable the Company to evaluate the Price evaluation criteria solely for the purposes of this RFP. As a result, by submitting a Bid, each Proponent waives any legal action, claim, or demand arising from the Company's transmission of this estimate.

Schedule 1B – PLANS

Please refer to the files attached to this RFP:

- **P2024-024-01 Location of waste containers**
- **P2024-024-02 Location of waste containers**
- **P2024-024-03 Location of waste containers**

**Schedule 2
Receipt Confirmation Schedule**

To: OLD PORT OF MONTREAL CORPORATION INC.
Email: paseingjer@vieuxportdemontreal.com
Re: RFP No. 24-1581

Proponents are requested to acknowledge receipt of the above-referenced RFP and their intent to submit a Proposal by sending this receipt confirmation by email to the attention of the RFP Coordinator.

Proponents submitting this receipt confirmation will be notified of any addendum issued to that RFP, which will be forwarded to the person whose name is identified.

I hereby acknowledge receipt of the above-noted RFP.

(Please check your answer)

I / We DO DO NOT Intend to submit a Proposal to this RFP .

Representative's contact information:

Insert Legal Name of Proponent

Representative's Signature

Address

Full Name of the Representative – Please Print

City, Province, Postal Code

Title

Phone

Date

Email

Schedule 3 Proposal Checklist Schedule

This checklist is provided for convenient reference, and is intended to set out the key elements that must be included as part of a Proposal. Proponents must carefully review the RFP to ensure that it has met all RFP requirements – this checklist may not include all details.

Proponents are not required to include this checklist as part of their Proposal.

Yes / No?	Checklist
	Does your Proposal comply with the format requirements at Section 3.2.1 (General)?
	Does your Proposal comply with the technical requirements at Section 3.2.2 (Technical Issues)?
	<p>Does your Proposal include completed versions of the forms set out at Section 3.3 (<i>Proposal Contents – Mandatory Requirements and Rated Information</i>)?</p> <p>Mandatory Requirements</p> <ul style="list-style-type: none"> • Declaration and Certification Schedule • Unfair Advantage and Conflict of Interest Statement Schedule • Reference Schedule • Proponent Consortium Information Schedule • Certificate of Compliance Schedule <p>Rated Information</p> <ul style="list-style-type: none"> • Pricing schedule

**Schedule 4
Declaration and Certification Schedule**

RE: Proposal dated _____, in response to RFP No. 24-1581

I am duly authorized by the Proponent, including the persons, firms, corporations, and advisors joining in the submission of this Proposal, to execute this declaration and certification. I solemnly declare and certify as follows:

1. Proponent Information

(a) The full legal name of the Proponent is:

(b) Any other registered business name under which the Proponent carries on business is:

(c) The jurisdiction under which the Proponent is formed is:

(d) The name, address, telephone, and e-mail address of the contact person for the Proponent:

2. Offer

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of what is required under the RFP. By submitting its Proposal, the Proponent agrees and consents to the terms, conditions, and provisions of the RFP, including the Form of Agreement Schedule, except as otherwise noted, and offers to fully perform the Scope of Work in accordance therewith at the rates set out in the form of the Pricing Schedule submitted as part of its Proposal.

3. Addenda

The Proponent is deemed to have read and accepted all Addenda issued by the Company prior to the RFP Submission Deadline. The Proponent acknowledges that it is solely responsible to make any necessary amendment to its Proposal based upon the Addenda. The Proponent hereby confirms that it has received all Addenda by listing the Addenda numbers, or if no Addenda were issued, by noting "None":

4. Proposal Irrevocable

The Proponent agrees that its Proposal shall be irrevocable for **120 Days** following the Proposal RFP Submission Deadline.

5. 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 if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of its Proposal to the Company’s advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal.

6. Execution of Agreement

If its Proposal is selected by the Company, the Proponent agrees to finalize and execute the Agreement substantially in the form set out in the Form of Agreement Schedule in accordance with the terms of the RFP.

All capitalized terms herein shall have the meaning ascribed to them in the RFP.

INSERT LEGAL NAME OF PROPONENT

Signature of Witness

Signature of Proponent representative

Name of Witness

Name and Title

Date:

I have authority to bind the Proponent.

Schedule 5
Unfair Advantage and Conflict of Interest Statement Schedule

Prior to completing this Statement, the Proponent is advised to review the definitions of Unfair Advantage and Conflict of Interest set out in Section 2.1 (Definitions) of the RFP.

Check the appropriate box(es) based on which statements below apply:

- The Proponent declares that there is an actual or potential Unfair Advantage relating to the preparation of its Proposal.
- The Proponent declares that there is an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.
- The Proponent declares that it has had **no** actual or potential Unfair Advantage relating to the preparation of its Proposal.
- The Proponent declares that there are **no** foreseeable actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

In the event the Proponent declares an actual or potential Unfair Advantage and/or an actual or potential Conflict of Interest (by marking either of the boxes above), the Proponent shall provide all relevant detailed information below.

The Proponent agrees to provide any additional information which may be requested by the RFP Coordinator, in the form prescribed by the RFP Coordinator. Where, in its sole discretion, the Company concludes that an Unfair Advantage and/or Conflict of Interest arises, it may, in addition to any other remedy available to it at law or in equity, disqualify the Proponent's Proposal, or terminate any Agreement awarded to the Proponent under the RFP.

INSERT LEGAL NAME OF PROPONENT

Signature of Witness

Signature of Proponent representative

Name of Witness

Name and Title

Date:

I have authority to bind the Proponent.

**Schedule 6
References Schedule**

Proponent Name: _____

Name of the Consortium Member (if applicable): _____

The Proponent should identify a minimum of three (3) references with respect to its ability to perform the activities contemplated by the Scope of Work, and using the table below. All references should be in connection with work comparable to the activities contemplated by the Scope of Work, and that was completed within the last five (5) years from the issuance date of this RFP.

The "References Schedule" should be duly completed, filled out by each consortium member, if applicable. The Proposal should include as many copies of this Schedule as required.

Reference 1	Proponent Response
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	

Reference 2	Proponent Response
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	

Reference 3	Proponent Response
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	

**Schedule 7
Proponent Consortium Schedule**

(Check the box corresponding to your answer)

The Proponent, _____, declares that it is responding:
(insert full legal name of Proponent)

alone to this Request for Proposal # 24-1581.

OR

as a member of a consortium, and that it shall assume full responsibility and liability for the work and actions of all consortium members (who are subcontractors to the Proponent) with respect to the obligations to be assumed pursuant to this RFP, provided that the Company shall be entitled to reject a subcontractor and may consent to a replacement.

Information about the consortium, if applicable.

The members of the consortium are: _____

[INSERT LEGAL NAME OF PROPONENT]

Signature of Witness

Signature of Proponent representative

Name of Witness

Name and Title

Date:

I have authority to bind the Proponent.

Schedule 8 Certificate of Compliance

On behalf of _____ (“**Business Entity**”), I confirm that:
Insert full legal name

1. within the past five (5) years, the Business Entity has not been convicted of any offence under any of the following acts (the “**Acts**”), which has been tried on indictment:

*Criminal Code of Canada, RSC 1985, c C-46
 Competition Act, RSC 1985, c C-34
 Income Tax Act, RSC 1985, c 1 (5th Supp)
 Corruption of Foreign Public Officials Act, SC 1998, c 34
 Controlled Drugs and Substances Act, SC 1996, c 19
 Financial Administration Act, RSC 1985, c F-11
 Lobbying Act, RSC 1985, c 44 (4th Supp);*

2. all Owners¹ of the Business Entity are set out in the following list:

Full Name	Email Address	Type of Ownership <i>(shareholder, partner, or sole proprietorship)</i>	% of Ownership <i>(if applicable)</i>

3. within the past five (5) years, no Owner has been convicted of any offence under any of the Acts, which has been tried on indictment;
4. Old Port of Montreal Corporation Inc. (“**OPMC**”) is hereby authorized to conduct criminal background checks and other verifications conducted by third-party providers with respect to each of the Business Entity and its Owner(s);
5. the Business Entity will advise OPMC of any change in the Owner(s) of the Business Entity that occurs within three (3) years of the date of this Certificate; and
6. the Business Entity acknowledges and agrees that the provision of a false or misleading certification may lead to an immediate termination of the Business Entity’s relationship with OPMC and possible disqualification from future business opportunities with OPMC.

 Name:
 Title:
 Date:

I have authority to bind the Company.

¹ “Owner” means: (a) for a corporation, all shareholders with a minimum 25% legal or beneficial ownership of the corporation’s shares; (b) for all types of partnerships (general, limited, undeclared, etc.), any individual(s) with at least a 25% interest in the partnership; and (c) for a sole proprietorship, the individual(s) owning the business.

**Schedule 9
Pricing Schedule**

The Proponent should use the following charts to set out its pricing. Where an item is irrelevant, indicate "N/A" in the space provided. The information listed below is not a complete description. All Proponents should refer to and review the applicable sections in the RFP before responding. In addition:

- a. all prices shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, profit, permits, licenses, labour, carriage insurance, and warranties, and further shall not be subject to adjustment for fluctuation in foreign exchange rates. All prices shall be quoted exclusive of the harmonized sales taxes or other similar taxes, each of which, if applicable, should be stated separately;
- b. Prices include equipment rental, transportation, installation and uninstallation of equipment, storage of the compactor and any other equipment required by the Company, cleaning fees, installation and replacement of odor control devices, costs related to transportation and fuel, as well as, when mentioned, fees for disposals and government royalties.
- c. No expenses are payable during the term of this Agreement, including but not limited to any expenses related to transportation and fuel.
- d. all prices quoted, unless otherwise instructed in this RFP, shall remain firm for the period set out in the RFP;
- e. in the event of any discrepancy in the pricing, the lowest unit price submitted shall prevail.
- f. The Company may make necessary modifications to the total price calculations in the pricing grid if it becomes aware of certain errors in the calculation formulas or other errors in the estimates provided, all while using the unit rates submitted by the Proponents.

Proponents are strongly encouraged to complete the EXCEL version of the pricing tables, which is attached to this RFP, and the file name is: Schedule 9 - RFP-24-1581 - Waste Collection - Pricing Grid.

Proponent Name _____

Part A – Rates – Recurring Services

Scheduled Collections During Summer (May 1 to October 31 = 184 days)										
Item	Equipment concerned	Volume of equipment	Type of equipment	Estimated total number of collections (per year) ¹	Estimated total number of tons of waste to be disposed ² (per year)	Monthly rental cost	Unit price per collection ³	Estimated annual cost	Disposal of waste (price per ton)	Government charge (price per ton)
1	Compactors	30 yd ³	Roll off	52	450					
2	Containers	8 yd ³	Front load, Low Profile	552	N/A	N/A			Included	Included
3	Containers	4 yd ³	Front load	552	N/A	N/A			Included	Included
4	Containers	2 yd ³	Front load	184	N/A	N/A			Included	Included
Scheduled Collections During Winter (November 1 to April 30 = 181 days)										
5	Compactors	30 yd ³	Roll off	13	200					
6	Containers	8 yd ³	Front load, Low Profile	156	N/A	N/A			Included	Included
7	Containers	4 yd ³	Front load	234	N/A	N/A			Included	Included
Estimated total annual cost										

Part B – Rates – On-demand Services

Container rental and On-Demand collection								
Item	Equipment concerned	Volume of equipment	Type of equipment	Estimated total number of collections (per year) ⁴	Unit price per collection ³	Estimated annual cost	Waste disposal costs Are they included in the unit price per collection?	Government charge Is it included in the unit price per collection?
1	Containers	40 yd ³	Roll off	10			No	No
2	Containers	30 yd ³	Roll off	10			No	No
3	Containers	20 yd ³	Roll off	10			No	No
4	Containers	8 yd ³	Front load, Low profile	1			Yes	Yes
5	Containers	6 yd ³	Front load	1			Yes	Yes
6	Containers	4 yd ³	Front load	1			Yes	Yes
7	Containers	2 yd ³	Front load	1			Yes	Yes
					Estimated total annual cost			

Waste Processing					
Item	Type of waste	Estimated total number of tons of waste to be disposed ⁵ (per year)	Disposal costs (per ton)	Government charge (per ton)	Estimated annual cost
8	Standard waste (residual materials)	650			
9	Metal and wood (non-recyclable)	50			
10	Construction materials (CRDs) – Non-recyclable	50			
11	Contaminated recyclable waste	50			
				Estimated total annual cost	

Summary of costs ⁶			
	Recurring services	On-Demand services	Total
Estimated annual cost			
Estimated cost of initial contract term (3 years)			
Option 1			
Estimated cost of additional period (1 year)			
	Estimated total contract cost		

¹ The estimated total number of collections is calculated based on the figures provided in Schedule 1A. The estimates provided are solely for the purpose of evaluating the Price criterion of the Proposal. The prices indicated in the Estimated Annual Cost column do not represent a binding commitment on the part of the Company for the provision the services at such values.

² The annual weight (tonnes) is an estimate by the Company solely for the purpose of evaluating the Price criterion of the Proposal. The prices indicated in the Estimated Annual Cost column do not represent a binding commitment on the part of the Company for the provision of the services at such values.

³ The collection unit price must include all costs necessary for the performance of the Services, as well as the provision of the Equipment. Unit prices shall remain firm for the duration of the Agreement.

⁴ The total number of On-Demand collections is an estimate by the Company solely for the purpose of evaluating the Price criterion of the Proposal. The prices indicated in the Estimated Annual Cost column do not represent a binding commitment on the part of the Company for the provision of the services at such values.

⁵ The annual weight (tonnes) of waste to be disposed of on demand is an estimate by the Company solely for the purpose of evaluating the Price criterion of the Proposal. The prices indicated in the Estimated Annual Cost column do not represent a binding commitment on the part of the Company for the provision of the services at such values.

⁶ The Summary of Costs is an estimate by the Company solely for the purpose of evaluating the Price criterion of the Proposal. The prices indicated do not in any way represent a binding commitment on the part of the Company for the provision of the services at such values.

Schedule 10
Form of Agreement Schedule

Please refer to the attached file "OPMC - RFP-24-1581 - Agreement Template" in this RFP.