



**REQUEST FOR PROPOSALS**  
**FOR**  
**RECYCLABLE MATERIALS MANAGEMENT**

**RFP No.: 24-1585**

**Issue Date: March 27, 2024**

**RFP Submission Deadline: May 01, 2024, 12:00 PM (midday) Eastern Time**

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REQUEST FOR PROPOSALS  
RFP NO: 24-1585

# 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 PPMG (plastic, paper, metal, glass) recyclable and compostable materials 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	March 27, 2024
Submission Deadline for Receipt Confirmation Schedule	April 11, 2024, 12:00 PM (midday) Eastern Time
Questions to be Submitted in Writing (see Section 2.5.1 (Submission))	April 11, 2024, 12:00 PM (midday) Eastern Time
Addenda Deadline (see Section 2.5.3 (Issued Addenda))	April 22, 2024

RFP Submission Deadline	May 01, 2024, 12:00 PM (midday) Eastern Time
Anticipated Agreement Start Date	May 22, 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
“Collection frequency”	Schedule 1A
“Plans”	Schedule 1B
“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 # 24-1585. 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 3.3.7 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><b>3.3.1. Receipt Confirmation Schedule</b></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><b>3.3.2. Declaration and Certification Schedule</b></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><b>3.3.3. Unfair Advantage and Conflict of Interest Statement Schedule</b></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><i>Pass or Disqualification</i></p>
<p><b>3.3.4. References Schedule</b></p> <p>The Proposal must include a completed References Schedule, completed by the Proponent, <b>and by each member of the consortium (if applicable)</b>, in accordance with the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p><b>3.3.5. Proponent Consortium Information Schedule</b></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><b><u>Even if a consortium is not responding to this RFP</u></b>, 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> <p>a. one member of the consortium shall be the Proponent; and</p>	<p><i>Pass or Disqualification</i></p>

<p>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>	
<p><b>3.3.6. Certificate of Compliance Schedule</b></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><i>Pass or Disqualification</i></p>

RATED INFORMATION	Scoring	Evaluation
<p><b>Part A - Scope of Work Capabilities and Related Matters</b></p>		<p><i>Available Points: 60</i></p>
<p><b>3.3.7. Scope of Work Capabilities</b></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>	<p>20</p>	<p>To obtain maximum points for this criterion, the Proponent must:</p> <ul style="list-style-type: none"> <li>- Clearly and concisely demonstrate an understanding of the Company's needs;</li> <li>- Identify the main challenges and/or relevant issues the Company faces with regard to its recyclable and compostable materials collection needs; and</li> <li>- Outline the unique and relevant benefits to the Company of engaging the Proponent's services;</li> </ul>
<p><b>3.3.8. Customer Service</b></p> <p>The Proponent should 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>	<p>20</p>	<p>To obtain the maximum number of points, the Proponent must have:</p> <ul style="list-style-type: none"> <li>- Demonstrated the quality and efficiency of its customer service;</li> <li>- Demonstrated its responsiveness to urgent requests;</li> </ul>

		<ul style="list-style-type: none"> <li>- Demonstrated its capacity to meet needs seven (7) days a week.</li> </ul>
<p><b>3.3.9. Personnel</b></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 covered by the Scope of Work.</p> <p>This may include résumés, certification or accreditation documents and/or reference letters.</p> <p>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"> <li>- Demonstrate that the Proponent’s team, including the Project Manager has the necessary and adequate experience to carry out mandates of a similar nature and scope to those requested by the Scope of Work; and</li> <li>- 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.</li> </ul>
<p><b>3.3.10. Sustainable Development</b></p> <p>The Proponent should 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 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><b>3.3.11. Method of calculating collected recyclable and compostable materials</b></p> <p>The Proponent should explain in detail, in a maximum of one (1) page, the method used to calculate the amount of recyclable and compostable materials collected from containers at the Old Port of Montreal 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"> <li>- Demonstrate a reliable method for calculating the quantities of recyclable and compostable materials collected in the various containers located at the Old Port of Montreal site; and</li> <li>- Have proposed a monthly statistical report template indicating, at a minimum, the quantity of recyclable and compostable materials collected at the Old Port of</li> </ul>

		Montreal site and any other information relevant to this type of report.
<b>Part B - Pricing</b>		<b>Available Points: 40</b>
<p><b>3.3.12. Pricing</b></p> <p><u>Only Proposals that achieve the minimum score for Phase II will be eligible to proceed to Phase III (Pricing).</u></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> <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>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 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> $\frac{\text{Lowest Price}}{\text{2nd lowest Price}} \times \text{Total available points} = \text{Score for Proposal with 2nd lowest Price}$ $\frac{\text{Lowest Price}}{\text{3rd lowest Price}} \times \text{Total available points} = \text{Score for Proposal with 3rd lowest Price}$	

**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 recyclable PPMG (plastic, paper, metal, glass) and compostable materials collection, for Recurring Services and On-Demand Services requested by the Company (“**Services**”).

#### **1.2 Description of Services**

.1 Services are divided into Recurring Services and On-Demand Services. Recurring Services are Services that are invoiced to the Company on a monthly basis and for which a frequency has been predetermined. On-demand Services are Services other than recurring Services that are requested by the Company by means of a Statement of Work sent by e-mail and payable when the Services are performed and completed to the Company's satisfaction. Both types of Services are described in greater detail below.

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

##### **Recurring Services:**

- Collect recyclable and compostable 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 recyclable and compostable 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 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 supply, delivery, installation, and electrical connection of the Equipment required for the recyclable materials management program (including but not limited to containers, compactors, mechanical arms, rails, safety cages, universal wrench 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;
- Supply and installation of Equipment required for the compostable materials management program (bins, etc.). The number and type of Equipment are more fully described in Appendix 1A hereto;



- Transportation and disposal of recyclable and compostable materials off site;
- The Preferred Proponent shall ensure that all containers have been cleaned and disinfected prior to delivery to the Site;
- Containers and compactors must be digitally coded;
- The Company, in its sole discretion, reserves the right to modify the number and type of Equipment required.

**On-Demand Services:**

- On-Demand Services 365 days/year, as required by the Company, for collection, Equipment rental, transportation and disposal of recyclable and compostable materials, at the rates provided in Schedule 9 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
- Montreal Science Centre (including Belvedere)
- Jacques-Cartier pavilion
- Clock Tower
- Storage Building H22
- Lower section of Clock Tower Pier
- The Company reserves the right to add or remove 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 PPMG recyclable materials (plastic, paper, metal, glass), CRD (construction, renovation, demolition) and compostable materials collected on the Company's Site are recycled in accordance with applicable environmental laws and standards.
- .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 sorting and processing facility has a valid permit and a management system for recyclable and compostable materials authorized by the requirements of all applicable laws and regulations. They must provide the list and agreements of the selected sites to the Company.
  4. The Preferred Proponent must provide a list of the landfill and recovery sites it intends to use for its Services prior to signature of 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.
  - .5 The Preferred Proponent shall demonstrate that the selected site(s) have a biogas recovery/treatment program.
  - .6 The Preferred Proponent must ensure that the selected sorting and processing facility undertakes not to dispose of recovered recyclables and compostable materials by landfill, incineration or any other method of disposal.
  - .7 The Preferred Proponent shall dispose of non-recyclable materials found in containers or compactors from the Company's collection for disposal.
  - .8 Recyclable and compostable materials disposed of by the Preferred Proponent will be invoiced to the Company in accordance with Schedule 9.
  - .9 The Preferred Proponent must consistently and efficiently monitor the Services performed.
  - .10 The Preferred Proponent shall provide training to Company supervisory staff for the mechanical compactor system upon replacement of the Equipment.
  - .11 The Preferred Proponent shall immediately notify the Company Representative of any changes with respect to new laws or regulations.
  - .12 The Preferred Proponent shall ensure that all vehicles required for the performance of the Services are provided. Travel (transportation) and fuel costs are included in the prices submitted by the Preferred Proponent. The Company will not reimburse any transportation/travel or fuel expenses incurred in the performance of the Services.
  - .13 All Equipment provided by the Preferred Proponent must be refurbished prior to delivery to the Site.
  - .14 All composting compactors and containers 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.
  - .15 All containers, compactors and composting bins must be refurbished when requested by the Company, at no additional cost to the Company.

- .16 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, all at no additional cost.
- .17 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 recyclable and compostable material is collected as planned.
- .18 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.
- .19 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 recyclable and compostable materials management program shall be installed by the Preferred Proponent at the designated locations indicated in the plans of the Site, i.e. plans P2024-023-01, P2024-023-02 and P2024-023-03, 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 and throughout the duration of the Agreement..

## **2.3 Excluded Services**

- .1 Manual collection of recyclables and compostables materials.

## **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 m<sup>3</sup> 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 bins, 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 shall ensure that all materials are weighed at the time of collection and that a monthly statistical report concerning the quantity of recycled materials and composted materials, as well as their classifications, is drawn up. The report will be

submitted to the Company Representative by e-mail, once a month, no later than seven (7) days following the end of the month to which it relates.

The classifications are as follows:

- Paper/Cardboard
- Metals
- Construction/Renovation/Demolition
- Glass/Plastic/Metal
- Compost

.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.

**Schedule 1A – COLLECTION FREQUENCY**

<b>Equipment concerned</b>	<b>Volume of Equipment</b>	<b>Type of Equipment</b>	<b>Number of Equipment</b>	<b>Collection frequency</b>
CSM Compactor sector 3 – paper/cardboard/glass/plastic/metal (sealed)	30 yd <sup>3</sup>	Ro	1	May 1–Oct 31: 2 collections/month (Friday, every 2 weeks) Nov 1–April 30: 2 collections/month (Friday, every 2 weeks)
Compactor Storage Building H22 – paper/cardboard/glass/plastic/metal (sealed)	30 yd <sup>3</sup>	Ro	1	May 1–Oct 31: 2 collections/month (Friday, every 2 weeks) Nov 1–April 30: 2 collections/month (Friday, every 2 weeks)
Bota Bota Container - paper/cardboard/glass/plastic/metal	8 yd <sup>3</sup>	Front – Low Profile	1	May 1–Oct 31: 2 collections/week (Tuesday, Friday)
Clock Tower Pier (lower section) container - paper/cardboard/glass/plastic/metal	8 yd <sup>3</sup>	Front – Low Profile	1	May 1–Oct 31: 4 collections/week (Monday, Tuesday, Friday, Sunday) Nov 1–April 30: 2 collections/week (Tuesday, Friday)
Jacques-Cartier Pier container - paper/cardboard/glass/plastic/metal	8 yd <sup>3</sup>	Front – Low Profile	1	May 1–Oct 31: 3 collections/week (Sunday, Tuesday, Friday) Nov 1–April 30: 2 collections/week (Tuesday, Friday)
Lock House container - paper/cardboard/glass/plastic/metal	4 yd <sup>3</sup>	Front	1	May 1–Oct 31: 7 collections/week (daily)
Clock Tower pier container - paper/cardboard/glass/plastic/metal	2 yd <sup>3</sup>	Front	1	May 1–Oct 31: 3 collections/week (Sunday, Tuesday, Friday)
Bins, CSM, sector 3 – Compost	240 Liters	-	20	May 1–Oct 31: 2 collections/week (Tuesday, Friday) Nov 1–April 30: 1 collections/week (Friday)

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, the Company may increase or decrease frequencies, locations and Equipment, at its sole discretion. They are provided as an indication only to enable the Company to estimate a volume of business that the Company could order during the Term of the Agreement. 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:

- **P2024-023-01 Location of recycling containers**
- **P2024-023-02 Location of recycling containers**
- **P2024-023-03 Location of recycling containers**

**Schedule 2  
Receipt Confirmation Schedule**

To: OLD PORT OF MONTREAL CORPORATION INC.  
Email: paseingjer@vieuxportdemontreal.com  
Re: RFP No. 24-1585

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><b><u>Mandatory Requirements</u></b></p> <ul style="list-style-type: none"> <li>• Declaration and Certification Schedule</li> <li>• Unfair Advantage and Conflict of Interest Statement Schedule</li> <li>• Reference Schedule</li> <li>• Proponent Consortium Information Schedule</li> <li>• Certificate of Compliance Schedule</li> </ul> <p><b><u>Rated Information</u></b></p> <ul style="list-style-type: none"> <li>• Pricing schedule</li> </ul>

**Schedule 4  
Declaration and Certification Schedule**

**RE: Proposal dated \_\_\_\_\_, in response to RFP No. 24-1585**

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.

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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 # 24-1585.

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 Owners<sup>1</sup> 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.

<sup>1</sup> “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 **by filling in the orange cells**. 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-24-1585 – Recyclable Materials Management - 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 collection (per year) <sup>1</sup>	Estimated total number of tons of recyclable and compostable materials to be disposed of <sup>2</sup> (per year)	Monthly rental cost	Unit price per collection <sup>3</sup>	Estimated annual cost	Disposal of recyclable and compostable materials (price per ton)
1	Compactors	30 yd <sup>3</sup>	Roll off	26	25,28				
2	Containers	8 yd <sup>3</sup>	Front load, Low Profile	234	N/A	N/A			Included
3	Containers	4 yd <sup>3</sup>	Front load	182	N/A	N/A			Included
4	Containers	2 yd <sup>3</sup>	Front load	78	N/A	N/A			Included
5	Bins (Compost)	240 Liters	N/A	1040	20	N/A			
Scheduled Collections During Winter (November 1 to April 30 = 181 days)									
6	Compactors	30 yd <sup>3</sup>	Roll off	26	11,18				
7	Containers	8 yd <sup>3</sup>	Front load, Low Profile	104	N/A	N/A			Included
8	Bins (Compost)	240 Liters	N/A	520	10	N/A			
							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 collection (per year) <sup>4</sup>	Estimated total number of rental weeks <sup>5</sup> (per year)	Weekly rental rates <sup>6</sup>	Unit price per collection <sup>3</sup>	Estimated annual cost	Recyclable and compostable materials disposal costs Are they included in the unit price per collection ?
1	Open container	40 yd <sup>3</sup>	Roll off	5	5				No
2	Open container	30 yd <sup>3</sup>	Roll off	1	2				No
3	Open container	25 yd <sup>3</sup>	Roll off	1	2				No
4	Open container	20 yd <sup>3</sup>	Roll off	5	5				No
5	Container for metal	20 yd <sup>3</sup>	Roll off	5	5				No
6	Container (paper, cardboard, glass, plastic, metal)	8 yd <sup>3</sup>	Front load, Low Profile	1	1				Yes
7	Container (paper, cardboard, glass, plastic, metal)	6 yd <sup>3</sup>	Front load	1	1				Yes
8	Container (paper, cardboard, glass, plastic, metal)	4 yd <sup>3</sup>	Front load	1	1				Yes
9	Container (paper, cardboard, glass, plastic, metal)	2 yd <sup>3</sup>	Front load	1	1				Yes
10	Bin (Compost)	240 Liters	N/A	1	5				Yes
							Estimated total annual cost		

Recyclable and compostable materials processing				
Item	Type of recyclable materials	Estimated total number of tons of recyclable and compostable materials to be disposed of <sup>2</sup> (per year)	Disposal cost (per ton)	Estimated annual cost
11	Paper/cardboard/glass/plastic/metal	200		
12	Metal and wood	10		
13	Construction materials (CRD)	10		
14	Compost	35		
15	Collection of contaminated compactor	15		
16	Collection of contaminated container	20		
			<b>Estimated total annual cost</b>	

Summary of costs <sup>7</sup>			
	Recurring services	On-Demand services	Total
Estimated annual cost			
Estimated cost of initial contract term (3 years)			
<b>Option 1</b>			
Estimated cost of additional period (1 year)			
	<b>Estimated total contract cost</b>		

<sup>1</sup> 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.

<sup>2</sup> The annual weight (tons) 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.

<sup>3</sup> 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.

<sup>4</sup> 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.

<sup>5</sup> The total number of On-Demand rental weeks 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.

<sup>6</sup> The weekly rental rates may be used proportionally when calculating a price for a period of less than 1 week.

<sup>7</sup> 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-24-1585 - Agreement Template" in this RFP.*

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT dated as of this • day of • 2023 (the “Effective Date”)

BETWEEN

OLD PORT OF MONTREAL CORPORATION INC. (the “Company”)

- and -

[Insert the full legal name of the selected Proponent] (the “Consultant”)

WHEREAS:

- A. A. The Company wishes to obtain services from a firm specialized in PPMG (plastic, paper, metal, glass) recyclable materials collection (the "Project"); and
- B. The Company wishes to enter into an Agreement with the Consultant for the provision of certain services in connection with the Project.

THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, each of the parties covenants and agrees with the other as follows:

### 1.0 DEFINITIONS

In this Agreement, the capitalized terms shall have the following meanings:

- (a) “**Agreement**” means this agreement executed and signed by the Company and the Consultant, including all Schedules and Statements of Work, all as amended from time to time.
- (b) “**Compensation**” means the Fees and the Expenses incurred for the performance of the Services, as more fully described in Schedule B.
- (c) “**Confidential Information**” has the meaning set out in Section 7.1.
- (d) “**Dispute**” means a disagreement arising out of or in connection with this Agreement between the parties and includes any failure to reach agreement where an agreement is required or contemplated under this Agreement, but does not include a disagreement with respect to any matter outlined in Sections 6.3 and 6.5.
- (e) “**Effective Date**” means the effective date of this Agreement.
- (f) “**EFT**” has the meaning set out in Section 5.7.
- (g) “**Equipment**” means Specialized Equipment, Temporary Equipment, safety Equipment, and any other Equipment required for the good performance of the Services;
- (h) “**Expenses**” means those expenses or disbursements incurred in the performance of the Services as set out in Schedule “B” attached hereto.

- (i) “**Fees**” means the amount of fees that will be charged by the Consultant to the Company for the performance of the Services as specified in Schedule “B” and does not include Expenses.
- (j) “**Indemnified Party**” has the meaning set out in Section 9.1.
- (k) “**Materials**“ means any construction material, product or consumable purchased by the Contractor in order to complete the Services, and which becomes the property of the Company;
- (l) “**On-Demand Services**” means the Services that will be requested pursuant to a Statement of Work on an ad hoc basis and at the sole discretion of the Company, as more fully described in Part II of Schedule A;
- (m) “**Person**“ means any natural person, sole proprietorship, partnership, corporation, trust, joint venture, any Governmental Authority or any incorporated or unincorporated entity or association of any nature;
- (n) “**Project**” has the meaning set out in paragraph A of the preamble above.
- (o) “**Recurring Services**” means the Services for which the Company already knows the details and which do not require a Statement of Work by e-mail, as more fully described in Part I of Schedule A;
- (p) “**Replacement Parts**“ means any product, accessory or element purchased by the Contractor in order to replace a part which is the property to the Company;
- (q) “**Safety Equipment**” means all Equipment and tools that a consultant, qualified to practice in its area of expertise, should possess in order to perform the Services in a safe and secure manner;
- (r) “**Service Locations**“ means the location or locations where the Services are to be performed;
- (s) “**Services**” means the services and deliverables described in Schedule “A” and/or a Statement of Work by e-mail to be performed in accordance with the deadlines contained in Schedule “A” and/or any Statement of Work by e-mail, including Recurring Services and On-Demand Services.
- (t) “**Site**“ means the Company’s territory
- (u) “**Specialized Equipment**“ means all Equipment or tools that a contractor, qualified to practice in its area of expertise, should possess in order to complete the Services;
- (v) “**Statement of Work**” has the meaning set out in Section 4.1.
- (w) “**Subcontractor**“ means a Person having a direct contract or agreement with the Contractor to perform a part or parts of the Services.
- (x) “**Taxes**” means any and all federal, provincial, state, municipal, local and foreign taxes, assessments, reassessments and other governmental charges, duties, impositions and liabilities in the nature of a tax, including pension plan

contributions, unemployment insurance contributions and employment insurance contributions, workers' compensation premiums and deductions at source, including taxes based on or measured by gross receipts, income, profits, sales, capital, use, occupation, goods and services, value added, ad valorem, transfer, franchise, withholding, customs duties, payroll, recapture, employment, excise and property taxes, together with all interest, penalties, fines and additions imposed with respect to such amounts, in all cases imposed by any governmental authority in respect thereof.

(y) **"Temporary Equipment"** means all Equipment that the Contractor shall rent for a specific situation in order to complete the Services;

(z) **"Term"** has the meaning set out in Section 6.1.

## 2.0 THE COMPANY'S REPRESENTATIVE

### 2.1 Communications with the Company

All of the Contractor's communication with the Company for the purposes of this Agreement and the Services will be through the following person:

Name: Claude Lefebvre, Maintenance Manager  
 Telephone: 514-838-4753  
 E-mail: clefebvre@vieuxportdemontreal.com

(the **"Company's Representative"**),

or such other person as the Company may designate by notice to the Consultant.

## 3.0 SERVICES

- 3.1** Subject to the terms and conditions in this Agreement, the Consultant agrees to provide the Services for the Company, including recurring and on-demand Services, as more fully described in Schedule A.
- 3.2** The Consultant represents that it and its personnel are knowledgeable and experienced in all of the professional disciplines required to properly perform the Services.
- 3.3** Except as otherwise expressly set forth in this Agreement, the Consultant shall provide all personnel, Materials, supplies, Equipment and other requirements for the timely and proper performance of the Services.
- 3.4** The Consultant shall obtain the prior written approval of the Company before retaining any sub-consultants to perform any part of the Services and shall not be entitled to subcontract all of the Services. The Consultant shall not change the Subcontractor or agree to modify the terms of the sub-contract without the prior written consent of the Company. The Consultant shall be liable to the Company for all actions or inactions of its subcontractors in the performance of the Services. No subcontract shall relieve the Consultant of its obligations to perform the Services in the manner described in this Agreement. The Consultant shall ensure that each subcontract it enters into contains,



where the context so requires, provisions requiring that the subcontracted Services be performed in accordance with the requirements of this Agreement.

**3.5** The Company may from time to time, by written notice to the Consultant, make changes in the scope of the Services. The Fees described in Schedule "B" will be adjusted accordingly by agreement of the Company and the Consultant.

**3.6** The Consultant will, if requested in writing by the Company, perform additional Services. The terms of this Agreement will apply to such additional Services, and the Fees for the Consultant's performance of such additional Services will generally correspond to the Fees described in Schedule "B".

### **3.7 Project Manager**

(a) The Contractor shall designate one person who will be appointed the title of Project Manager for the execution of the Services (the "**Project Manager**") and shall inform the Company of the identity of the said Project Manager upon signature of this Agreement.

(b) The Project Manager will have full authority to act on behalf of the Contractor and will be the sole contact person with the Company. Directives given to the Project Manager shall bind the Contractor as if they were given to it directly. Directives shall be given in a writing.

(c) The Project Manager shall not be replaced except with the prior written consent of the Company.

(d) The Contractor shall ensure that the Project Manager is on the Site to coordinate and monitor the activities of tradespersons assigned to performing the Services. The Project Manager shall maintain good order and discipline among personnel on the Site.

(e) At any time, if the Company becomes dissatisfied with the performance of a Contractor's staff or personnel, the Company will notify the Project Manager with reasonable detail and the Contractor will replace that person with another competent person as soon as it is reasonably possible to do so. The Contractor shall pay all fees (of whatever nature) related to the replacement of its staff or personnel.

### **3.8 Service calls**

(a) The Contractor must provide telephone numbers available at all times and in case of emergency. The telephone numbers provided must have the following characteristics:

(i) Be available in French;

(ii) Cellular telephone numbers for the manager of this Agreement and the Project Manager (if they are not the same person);

(iii) E-mail addresses associated with the telephone numbers (if any); and

(iv) Be efficient and ensure that service calls are processed, from the time of pick-up, according to the severity level determined by the Company's Representative and transmitted to the Consultant at the time of the call for services.

- (b) The Contractor shall provide the Project Manager with a cell phone which can be used during working hours on and off the Site where required. The Contractor shall provide a means of communication between its employees when they are on the Service Locations (ex. cell, radio transmitter, etc.)
- (c) The Contractor shall respond to phone calls according to the following service levels and the Contractor recognizes that it shall be liable to the Company for any failure to respond within the required time frame:

Problem Level	Call Response Time	Intervention Time	Problem Resolution Time
1	30 minutes	2 hours	8 hours
2	30 minutes	The same day	The following working day
3	30 minutes	24 working hours	48 working hours later

**Problem Level 1:** A problem which **prevents** the Company from working or offering a or several of its services.

**Problem Level 2:** A problem which **limits** the Company from working or offering a or several of its services.

**Problem Level 3:** A problem which **creates an inconvenience** for the Company in its work or its offering a or several of its services.

- (d) **Service Interruptions.** The Contractor shall ensure that its operations do not harm the normal functioning of the Site and do not interrupt its operations. To that end, the mechanical, electrical, fire-prevention and detection, security systems and any other system shall be kept in proper working order during the delivery of every Service.

**3.9 Uniforms.** The Contractor's employees shall, at all times, wear a uniform or be clearly identified to the company for which they are working during their shift on the Site such that the Company's personnel and others may be able to identify them and permit them access to the Site and to those locations where the Services are being provided.

**3.10 Vehicles and Traffic.** All vehicles and Equipment belonging to the Contractor shall be identified, esthetically well-maintained, and have successfully undergone any inspection required by law.

**3.11 Materials, Replacement Parts and Equipment**

- (a) The Contractor shall provide all Materials, all equivalent Replacement Parts approved by the Company, all Small Consumables, all tools, all Specialized Equipment, all Temporary Equipment and safety Equipment and all other Equipment, all transportation, and all other services and facilities necessary for performance of the Services in accordance with this Agreement.
- (b) The Materials, Small Consumables and Replacement Parts used for the completion of the Services must be new, in good condition, and of the best quality for the purposes for which they are intended. At the Company's request, the Contractor must provide proof demonstrating the nature, origin and quality of the Materials, Replacement Parts and Small Consumables supplied.

- (c) The Contractor must always keep stocked at its warehouse the minimum number of Replacement Parts which may be required during the Term of the Agreement so as to limit delays during repairs.
- (d) The Company shall refuse defective Materials, Small Consumables and Replacement Parts regardless of the conclusions of previous inspections. The purpose of the inspections is not to release the Contractor from its responsibilities, but simply to reduce the risk of omissions or errors. The Contractor shall ensure the removal and replacement of defective Materials, Replacement Parts and Small Consumables at its own expense.

**3.12** All billboards and advertising are forbidden.

**3.13** Deadlines are mandatory in this Agreement.

#### **4.0 STATEMENT OF WORK BY E-MAIL**

- 4.1** The Company will requisition Services from the Consultant by way of Statement(s) of Work, the form of which is attached as Schedule "D" to this Agreement (the "**Statement of Work**"). The Statement of Work shall be signed by duly authorized signatories of the Company, and shall indicate the description of the On-Demand Services to be performed, including but not limited to quantity, price, taxes, total price, shipping instructions, requested delivery dates and delivery dates, billing address and any other special instructions related to the On-Demand Services
- 4.2** Capitalized terms used but not defined in a Statement of Work have the meanings assigned to them in this Agreement.
- 4.3** In the event of any inconsistency between the terms of this Agreement and those of a Statement of Work, those of the Agreement shall prevail to the extent of the inconsistency.

#### **5.0 FEES AND EXPENSES**

- 5.1** Subject to the terms and conditions in this Agreement, the Company will pay the Consultant compensation comprised of the following for the Services performed in accordance with this Agreement:
  - (a) for recurring Services, the Fees and Expenses set forth in Part I of Schedule B hereto; and
  - (b) for On-Demand Services requested pursuant to a Statement of Work, the Fees and Expenses set forth in Part II of Schedule B hereto;

plus any **GST, QST** required to be collected by the Consultant from the Company in connection with the Services.

The Compensation is the entire compensation owing to the Consultant for the Services and includes all profit and all costs and expenses incurred by the Consultant to perform the Services.

- 5.2** The Consultant shall submit written invoices to the Company for Fees and Expenses payable on a monthly basis, with each monthly invoice being submitted within fifteen

(15) days following the end of the month to which the invoice relates. Each invoice shall provide adequate details with respect to Fees, including the dates on which Recurring Services were provided, as well as adequate supporting documentation with respect to Expenses, including a copy of any third-party invoices for which reimbursement is sought.

- 5.3** For On-Demand Services, the Consultant shall submit written invoices to the Company for Fees and Expenses payable when the On-Demand Services requested by a Statement of Work have been properly performed and completed. Each invoice shall provide adequate details with respect to Fees, including the dates on which the On-Demand Services were provided, as well as adequate supporting documentation with respect to Expenses, including a copy of any third-party invoices for which reimbursement is sought.
- 5.4** Invoiced amounts due will be paid by the Company within thirty (30) days of the date of receipt by the Company of a proper and correct invoice and adequate supporting documents, where applicable or requested. Notwithstanding the foregoing, the Company shall not be required to pay an invoice unless and until the Services billed in such invoice have been provided in accordance with this Agreement and to the satisfaction of the Company, acting reasonably.
- 5.5** The Company may set-off the amount of any claims that the Company may have against the Consultant related to the Consultant's failure to perform, or the improper performance of, its obligations under this Agreement.
- 5.6** The Consultant shall prepare and maintain proper records related to the Services, including records, receipts and invoices relating to Expenses. On request from the Company, the Consultant will make the records available for examination by the Company at any time during regular business hours during the Term and for a period of one (1) year after the Services are complete.
- 5.7** The Consultant agrees that any payments owing to it arising from this Agreement shall be paid to the Consultant via Electronic Funds Transfer ("EFT"), the terms and conditions for which are attached as Schedule "D" to this Agreement. The Consultant acknowledges that it has reviewed and hereby agrees that by executing this Agreement, the Consultant shall be bound by all the terms and conditions contained in the EFT Terms and Conditions as set out in Schedule "D".

## **6.0 TERM AND TERMINATION**

- 6.1** Unless terminated earlier in accordance with the provisions of this Agreement, the term of this Agreement shall commence on the Effective Date and end on **the ● day of ●, 202● [Insert date representing 3 years after the Effective Date]** (the "Term"), except for those provisions specifically stated or contemplated to survive expiration or termination of this Agreement. At its sole discretion, the Company may renew this Agreement on the same terms and conditions by written notice to the Consultant for one (1) additional period of one (1) year. The parties agree that if the option is exercised by the Company, the additional period will form part of the Term.
- 6.2** The Company may extend the timelines for deliverables and accordingly may extend this Agreement, under the same terms and conditions, for a period of time sufficient to complete the Services. The Company may renew this Agreement as required to complete the Project.

- 6.3** The Company may immediately terminate this Agreement and/or any Statement of Work at any time, for any reason, in its sole discretion, by written notice to the Consultant, and the termination shall be effective on the date of the notice.
- 6.4** On termination of this Agreement and/or any Statement of Work pursuant to Section 6.3, the Company will be responsible to pay, within thirty (30) days of the date of termination, all undisputed invoices for Fees and Expenses submitted by the Consultant to the Company for Services provided to the date of termination.
- 6.5** The Company may terminate, without prejudice to other rights or remedies, this Agreement if:
- (a) the Consultant is in default of any of its obligations under this Agreement and such default continues after ten (10) business days' written notice stating the particulars of the default;
  - (b) there is a material breach or non-performance by the Consultant of its obligations under this Agreement, including failure of the Consultant to devote the necessary time, resources, staff and skill to the performance of the Services; or
  - (c) the Consultant becomes insolvent or bankrupt or winds up or ceases carrying on business,
- and in such event the provisions of Section 6.4 shall not apply.
- 6.6** Prior to entering into this Agreement, the Contractor provided the Company with a certificate of compliance dated the ● day of ●, 202● (the "Compliance Certificate"). If the Company, acting reasonably, determines that:
- (a) the Consultant provided a false or misleading Compliance Certificate, or
  - (b) the Consultant or an Owner (as defined in the Compliance Certificate) of the Consultant has been convicted of any offence under any of the Acts (as defined in the Compliance Certificate), which has been tried on indictment
- the Consultant shall be deemed to have breached this Agreement, which breach cannot be remedied, and the Company shall have the right to terminate this Agreement immediately upon notice to the Consultant and in such event the provisions of Section 6.4 shall not apply.
- The Consultant further covenants to proactively disclose to the Company if the Consultant, or an Owner of the Consultant (as defined in the Compliance Certificate), is convicted of any offences under any of the Acts (as defined in the Compliance Certificate), which has been tried on indictment, during the term of this Agreement.
- 6.7** The Company may, at any time and for any reason and in its sole discretion, suspend the performance of the Services by the Consultant, by written notice to the Consultant. The suspension shall be effective on the date of the notice. The suspension of Services shall continue to such date as the Company shall specify, in writing (whether specified in the notice of suspension or a subsequent notice).

- 6.8 The Consultant shall have no claims against the Company, of any nature or kind, related to any of the Services not yet provided or performed as at termination of this Agreement and the Consultant will not be entitled to payment for any loss of profits.
- 6.9 The provisions of Sections 6.4, 6.5, 6.6, 6.7 and 6.8 shall survive the termination of this Agreement.

## 7.0 CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 7.1 The Consultant shall keep confidential all confidential or proprietary (whether so designated by the Company or whether it is by its nature confidential or proprietary) information, data, documentation, designs, drawings, processes and techniques (in any medium or form) relating to the Project or to the business of the Company or its affiliates that comes to the attention of the Consultant in the course of performing the Services or arising out of any research and development work conducted for or on behalf of the Company by the Consultant, or is otherwise acquired or developed by the Consultant during the Term (collectively, "**Confidential Information**"). The foregoing restriction will not apply to any information which is (i) independently developed by the Consultant prior to or independent of the disclosure, (ii) publicly available, (iii) rightfully received by the Consultant from a third party without a duty of confidentiality, (iv) disclosed under operation of law to the extent only that disclosure is required by law, or (v) disclosed by the Consultant with the Company's prior written approval. The Consultant shall not use the Confidential Information except in the performance of the Services under this Agreement. If this Agreement is terminated for any reason whatsoever, the Consultant shall deliver forthwith to the Company all documents, records and reports and all other information or data relating to the Services, including all copies thereof, that the Consultant obtained from the Company or otherwise obtained on its own.
- 7.2 All research, reports, data, drawings, site plans, layouts, schematic drawings, surveys, plans and other documentation, material or information (in any medium or form) produced by or on behalf of the Consultant in the performance of the Services and all intellectual property of any nature or kind whatsoever therein are the sole property of the Company and are not to be used by the Consultant for any purpose other than the performance of its obligations under this Agreement. The Consultant waives all moral rights that it has or may have to the intellectual property and hereby undertakes to obtain waivers of moral rights from each of its employees, independent contractors, officers, directors and any others for whom the Consultant is responsible with respect to the intellectual property. The Consultant shall take all steps reasonably requested by the Company from time to time to perfect or register or evidence the Company's ownership interest in any intellectual property referred to above. The Consultant represents and warrants that none of the Services infringes or will infringe the intellectual property rights of any other person.
- 7.3 The Consultant shall not make any press releases or public statements with respect to the execution, delivery or manner of performance of this Agreement or as to any other matters related to this Agreement or the Services, unless the Company has given its prior written approval to such press release or public statement. The Consultant may not use the name of the Company in connection with any advertising or publicity materials or activities except as expressly permitted by the Company in writing.
- 7.4 The Consultant shall take all steps necessary to ensure that all of its employees, independent contractors, officers, directors, and any others for whom the Consultant

is responsible at law shall comply with the obligations set out in Article 7.0 and shall be liable to the Company for any breach or non-compliance of these obligations by them.

- 7.5 The Consultant acknowledges that the Company is subject to the *Access to Information Act* (R.S.C., 1985, c. A-1) and the *Privacy Act* (R.S.C., 1985, c. P-21) and that information provided to the Company in connection with this Agreement may be subject to the provisions of these Acts.
- 7.6 The provisions of this Article 7.0 shall survive expiration or termination of this Agreement.

## 8.0 NON-COMPETITION AND CONFLICT OF INTEREST

- 8.1 The Consultant represents that it is free of all conflicts of interest with the Company, except those that are expressly disclosed by the Consultant to the Company on the Effective Date. In the event that the Consultant becomes aware of any conflict of interest with the Company during the Term, the Consultant shall immediately provide notice to the Company of such conflict of interest, together with any pertinent details of the same, including when the conflict of interest came into being and when it was discovered by the Consultant.
- 8.2 The Consultant shall not during the Term, directly or indirectly, engage in any business or activity that impedes, competes with or is contrary to the proper performance of the Services.
- 8.3 The Consultant shall take all steps necessary to ensure that all of its employees, independent contractors, officers, directors, and any others for whom the Consultant is responsible at law shall comply with the obligations set out in this Article 8.0 and shall be liable to the Company for any breach or non-compliance of these obligations by them.

## 9.0 INDEMNIFICATION AND LIABILITY

- 9.1 Each party ("**Indemnifying Party**") shall be liable for, and shall indemnify the other party, including its board members, officers, employees, contractors, representatives, and any others for whom the Consultant is responsible at law (collectively, the "**Indemnified Party**"), from and against, any costs (including reasonable legal fees on a solicitor and his own client basis), losses, damages, actions and liabilities suffered or incurred by the Indemnified Party arising directly or indirectly in connection with or as a result of:
- (a) any breach, default, negligent act or omission or wilful misconduct of the Indemnifying Party, its employees, independent contractors, officers, directors and any others for whom the Indemnifying Party is responsible at law in the performance of its obligations under this Agreement,
  - (b) any misrepresentation contained within this Agreement; or
  - (c) any employee source deduction, employer contribution or other employer/employee obligation, including interest and penalties thereon, which the Company may be assessed or otherwise may incur under any federal, provincial or municipal law as a result of a federal, provincial or municipal governmental

department or agency, authority or competent tribunal determining that the Consultant is an employee of the Company.

- 9.2** The Consultant is liable and responsible for all applicable Taxes imposed on the Consultant by any governmental authority relating to the performance of the Services by the Consultant and by its employees and independent contractors on behalf of the Consultant and the Consultant hereby indemnifies and holds harmless, and shall indemnify and hold harmless, the Company, from any and all losses, claims, expenses, damages, liabilities, taxes, interest, fines and penalties sought or recovered by any governmental entity, in relation to the foregoing.
- 9.3** The provisions of this Article 9.0 shall survive expiration or termination of this Agreement.

## **10.0 PERFORMANCE AND STANDARDS**

- 10.1** The Consultant covenants and agrees that it shall:
- (a) perform the Services in a good and professional manner, diligently, honestly and expeditiously, all designed to achieve completion of the Services in a timely manner;
  - (b) perform the Services in accordance with this Agreement and all applicable laws, professional practices, licensing requirements, codes and standards; and;
  - (c) it will comply with, and ensure that Subcontractors comply with, any applicable workers' compensation legislation ("**Workers' Compensation Act**") and any other labor and employment laws; and;
  - (d) ensure that the Services are performed by personnel who have the necessary qualifications, skills, knowledge, expertise and ability to provide the Services and who are, where applicable, licensed in accordance with all applicable standards, codes or laws.

## **11.0 INDEPENDENT CONTRACTOR**

- 11.1** The relationship created by this Agreement between the Company and the Consultant is that of an independent contractor. Nothing in this Agreement shall at any time be construed to create the relationship of employer and employee, partnership, principal and agent, or joint venture as between the Consultant and the Company.

## **12.0 DISPUTE RESOLUTION**

- 12.1** In the event that one party to this Agreement provides written notice to the other party of a Dispute and such Dispute remains unresolved ten (10) business days after notice is received, then unless the parties otherwise agree, the parties shall commence the following dispute resolution process:
- (a) the parties shall each appoint two (2) employees with settlement authority to meet to discuss and resolve the Dispute. Such a meeting may be in person or by video teleconference and shall occur within twenty (20) business days of the date of notice of the Dispute being received;



(b) if the chosen employees are unable to resolve the Dispute within five (5) business days of the meeting, the parties shall proceed to mediate the Dispute. The place of mediation shall be in Montreal, province of Quebec, and the language of the mediation shall be in english Each party shall propose one experienced mediator. If the parties are unable to agree upon a mediator, the two (2) chosen mediators shall agree upon a third mediator. The mediator(s) shall be chosen within thirty (30) days of notice of the Dispute being received by the other party. The chosen mediator(s) shall establish the rules to be followed by the parties during the mediation; however, in the event of a conflict between the rules established by the mediator(s) and the provisions of this Article 12.0, this Agreement shall govern. The cost of the mediator(s) shall be split equally between the parties, unless the parties otherwise agree.

**12.2** The parties shall continue the performance of their respective obligations during the resolution of any Dispute, including during any period of mediation, unless and until this Agreement is terminated or expires in accordance with its terms and conditions.

**12.3** While mediating the Dispute, the parties shall use good faith and endeavor to avoid any business interruption; however, the parties shall reserve the right to refer the Dispute to a court of competent jurisdiction at any time (including during the process of mediation). If one party refers the Dispute to a court of competent jurisdiction, the parties may continue the mediation process, but shall not be obligated to do so.

**12.4** Notwithstanding the foregoing, this Section shall not affect and shall not apply to the Company's ability to terminate this Agreement pursuant to Sections 6.3 and 6.5.

### **13.0 NOTICE**

**13.1** Any demand, notice, approval, consent or other communication required or authorized to be given pursuant to this Agreement shall be in writing and made or given by e-mail transmission addressed to the party to receive such notice at the address specified below:

**TO:** **OLD PORT OF MONTREAL CORPORATION INC.**  
333, de la Commune Ouest Street  
Montreal (Quebec) H2Y 2E2

Attention: Claude Lefebvre  
Telephone : 514-838-4753  
E-mail: [clefebvre@vieuxportdemontreal.com](mailto:clefebvre@vieuxportdemontreal.com)

with a copy to:

**CANADA LANDS COMPANY CLC LIMITED**  
1 University Avenue, Suite 1700  
Toronto (Ontario) M5J 2P1  
Attention: Chief Legal Officer and Corporate Secretary  
E-mail: [avislegalnotice@clc-sic.ca](mailto:avislegalnotice@clc-sic.ca)

**TO:** **[Contractor's Name]**  
**[Contractor's Address]**

Attention: •

E-mail: •

**13.2** Any demand, notice, approval, consent or other communication sent by e-mail transmission on a business day during business hours (9:00 a.m. to 5:00 p.m. Eastern Time) shall be deemed to be received on that day. Any demand, notice, approval, consent, or other communication sent after business hours or on a weekend or holiday shall be deemed to be received on the next business day. Either party shall be entitled to change its address for notice to another address by notice in writing to the other.

#### **14.0 INSURANCE**

**14.1** The Consultant shall obtain and maintain throughout the Term and for two (2) years after the Term, either by way of a new policy or by endorsement to an existing policy, the insurance coverage described in Schedule "C" attached hereto. Notwithstanding the foregoing, the Consultant is only required to maintain the insurance coverage described at 1.1(a) of Schedule "C" throughout the Term.

**14.2** The Consultant shall also maintain such workers' compensation insurance as may be required by the applicable workers' compensation laws, covering all persons employed by the Consultant to perform the Services. At any time during the Term, the Consultant, on request, shall provide evidence and compliance by the Consultant with such legislation.

**14.3** The provisions of Section 14.0 shall survive termination or expiration of this Agreement.

#### **15.0 GENERAL**

**15.1** The Consultant acknowledges and agrees that it was advised by the Company to seek independent legal advice regarding this Agreement and that the Consultant has had the opportunity to obtain the same.

**15.2** The following principles of interpretation apply to this Agreement:

- (a) Words importing the singular include the plural and vice versa, words importing gender include all genders and words importing persons include firms, corporations and any other legal entities;
- (b) The laws of the Province of Quebec and the laws of Canada applicable therein shall govern the interpretation of this Agreement and the parties hereby attorn solely to the jurisdiction of the courts in the Province of Quebec;
- (c) If any of the terms or conditions of this Agreement or their application to any party or circumstances shall be held invalid by any court or other authority having jurisdiction, the remainder of this Agreement and the application to parties or circumstances other than those as to which it is held invalid shall not be affected; provided, however, if the invalid terms or conditions are essential to the rights or benefits to be received by any party, the parties shall use reasonable efforts to negotiate acceptable substitutes. If acceptable substitutes are not agreed to, a party adversely affected by the invalidity shall not be prevented by this Section from advancing any rights to claim frustration of contract or other similar remedy;

- (d) No action or failure to act by a party shall constitute a waiver of any right or duty of that party under this Agreement except as specifically agreed to in writing. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided;
- (e) This Agreement shall, when duly executed, supersede and replace all other existing agreements between the parties with respect to the subject matter. There are no representations, warranties or agreements, either written or oral, which are binding on the parties relating to the subject matter and which are not contained, or referred to, in this Agreement;
- (f) The Consultant shall not assign, delegate or subcontract this Agreement or any part thereof to another party without the prior written consent of the Company, not to be unreasonably withheld. The Company shall have the right to assign its interests under this Agreement to any party on written notice to the Consultant;
- (g) Except to the extent otherwise expressly provided, the duties and obligations imposed by this Agreement and the rights and remedies available under this Agreement shall not operate to limit any duties, obligations, rights and remedies otherwise imposed or available at law;
- (h) This Agreement shall enure to the benefit of and be binding on the parties of this Agreement and their respective successors and permitted assigns;
- (i) Amendments to this Agreement shall require the agreement of both parties and shall be in writing;
- (j) Time is of the essence;
- (k) A reference to dollars means lawful money of Canada unless stated otherwise;
- (l) Schedules "A", "A1", "A2", "B", "C", "D" and "E" are incorporated into and form part of this Agreement;
- (m) Inspection and acceptance of the manner of performance, or a product resulting from the performance, of any of the Services by the Company or anyone acting on the Company's behalf shall not be deemed to waive rights related to any failure by the Consultant to comply with this Agreement;
- (n) Any reference to "days" in this Agreement shall be construed as a reference to calendar days, unless otherwise provided;
- (o) Neither party shall be liable for delays in the performance of its obligations caused by the following conditions of "Force Majeure": acts of God or the public enemy, embargo, war, fire, flood, earthquake, strike, lock-out, terrorist attack, epidemic, pandemic, abnormal weather conditions, or other calamity or cause beyond the reasonable control of the affected party; however, neither party shall be entitled to the benefit of the provisions this subsection (o) if the delay was caused by lack of funds, or with respect to a delay in payment of any amount or amounts due hereunder. In the event of force majeure, the Company reserves the right to suspend the Services at its sole discretion and/or terminate this Agreement, all in accordance with Article 6.0 hereof. In the event of force majeure, the Company

also reserves the right to call upon any other supplier of the same services for its needs, this Agreement not giving any exclusivity to the Consultant.

- (p) In the event that the term “Consultant” includes more than one person, each of them shall be jointly and severally liable to the Company for all of the Consultant’s obligations hereunder;
- (q) The parties hereto have explicitly requested and hereby accept that this Agreement be drawn up in English. *Les parties aux présentes ont expressément demandé et acceptent par les présentes que le présent document « Agreement » soit rédigé en anglais.*
- (r) It is an express condition of this Agreement that no member of the House of Commons shall be admitted to any share or part of this Agreement or any benefit arising therefrom; and
- (s) This Agreement may be executed in any number of counterparts and delivered electronically, and each counterpart will be deemed an original and the counterparts will, together, constitute one and the same instrument.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**IN WITNESS WHEREOF** the parties to this Agreement have executed and signed this Agreement as of the date first written above.

**OLD PORT OF MONTREAL CORPORATION INC.**

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

We have the authority to bind the Company.

[Insert the legal name of the selected Proponent]

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

I/We have the authority to bind the Corporation.

## SCHEDULE "A" SERVICES

The Consultant shall provide the Company with recyclable PPMG (plastic, paper, metal, glass) and compostable materials collection services, the Recurring Services of which are more fully described in Part I of this Schedule, and the On-Demand Services of which are more fully described in Part II of this Schedule.

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 payable when the Services are performed and completed to the satisfaction of the Company.

### **SECTION I - Recurring Services**

The Consultant shall provide the following recurring Services in accordance with the following terms and conditions:

- Collect recyclable and compostable materials from compactors and containers according to the frequencies established by the Company described in Schedule A1 herein, with such frequencies subject to amendment by the Company at its discretion;
  - The Consultant must complete all recyclable and compostable collection **between 6 a.m. and 9 a.m.**, without exception.
  - The Consultant's driver may be required to open enclosed areas to access to the containers.
- 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 supply, delivery, installation, and electrical connection of the Equipment required for the recyclable materials management program (including but not limited to containers, compactors, mechanical arms, rails, safety cages, universal wrench and other required Equipment). The number and type of Equipment are described in greater detail in Schedule A1 herein, and shall be subject to amendment by the Company at its discretion;
- Supply and installation of Equipment required for the compostable materials management program (bins, etc.). The number and type of Equipment are more fully described in Appendix 1A hereto;
- Transportation and disposal of recyclable and compostable materials off site;
- The Consultant shall ensure that all containers have been cleaned and disinfected prior to delivery to the Site;
- Containers and compactors must be digitally coded;
- The Company, in its sole discretion, reserves the right to modify the number and type of Equipment required.

### **SECTION II – On-Demand Services**

At the sole discretion of the Company, the Consultant shall provide the following On-Demand Services at the request of the Company by way of a Statement of Work:

- On-Demand Services 365 days/year, as required by the Company, for collection, Equipment rental, transportation and disposal of recyclable and compostable materials, at the rates provided in Schedule B for such services.
- .1 The objectives are to:
- Obtain prompt and preferential on-demand services for the Company's entire premises (the "Site").

- Obtain timely on-demand services for consultations within 48 hours of the issuance of a consultation request.

.2 Services may be required at the following buildings on the Company's Site:

- Bota Bota
- Lock House
- Montreal Science Centre (including Belvedere)
- Jacques-Cartier pavilion
- Clock Tower
- Storage Building H22
- Lower section of Clock Tower Pier
- The Company reserves the right to add or remove any other building or location where the Services may be required.

.3 All plans and documents necessary for the performance of the Services are provided in Schedule A2.

### **SECTION III – MINIMUM TECHNICAL REQUIREMENTS**

#### **3.1 Maintenance**

- .1 The Consultant agrees and certifies that the PPMG recyclable materials (plastic, paper, metal, glass), CRD (construction, renovation, demolition) and compostable materials collected on the Company's Site are recycled in accordance with applicable environmental laws and standards.
- .2 The Consultant agrees to repair, at their own expense, any parts damaged during the performance of the Services. In the event of irreparable damage, the Consultant agrees to reimburse the Company for the value of the cost of the work, including parts and labour.
- .3 The Consultant must ensure that each sorting and processing facility has a valid permit and a management system for recyclable and compostable materials authorized by the requirements of all applicable laws and regulations. They must provide the list and agreements of the selected sites to the Company.
- .4 The Consultant must provide a list of the landfill and recovery sites it intends to use for its Services.
- On the Effective Date of the Agreement, the sites are as follows: **(To be completed)**
- 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.
- .5 The Consultant shall demonstrate that the selected site(s) have a biogas recovery/treatment program.
- .6 The Consultant must ensure that the selected sorting and processing facility undertakes not to dispose of recovered recyclables and compostable materials by landfill, incineration or any other method of disposal.
- .7 The Consultant shall dispose of non-recyclable materials found in containers or compactors from the Company's collection for disposal.

- .8 Recyclable and compostable materials disposed of by the Consultant will be invoiced to the Company in accordance with Schedule B.
- .9 The Consultant must consistently and efficiently monitor the Services performed.
- .10 The Consultant shall provide training to Company supervisory staff for the mechanical compactor system upon replacement of the Equipment.
- .11 The Consultant shall immediately notify the Company Representative of any changes with respect to new laws or regulations.
- .12 The Consultant shall ensure that all vehicles required for the performance of the Services are provided. Travel (transportation) and fuel costs are included in the prices submitted by the Consultant. The Company will not reimburse any transportation/travel or fuel expenses incurred in the performance of the Services.
- .13 All Equipment provided by the Consultant must be refurbished prior to delivery to the Site.
- .14 All composting compactors and containers 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 Consultant shall perform cleaning tasks off Site and replace the compactors the same day.
- .15 All containers, compactors and composting bins must be refurbished when requested by the Company, at no additional cost to the Company.
- .16 All of the Consultant's Equipment must be safe for users. Furthermore, all compactors must be fitted with the same key, of which the Consultant shall provide twenty (20) copies to the Company, all at no additional cost.
- .17 In the event a driver cannot access a container or compactor on the Site, the Consultant 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 recyclable and compostable material is collected as planned.
- .18 The Consultant shall ensure that it promptly responds to Company requests on any issues or emergencies and provide a direct customer service telephone number.
- .19 Telephone numbers to contact the Company Representative will be provided upon signing the Agreement.

### **3.2 Location of Containers and Compactors**

- .1 The Equipment required for the waste management program shall be installed by the Consultant at the designated locations indicated in the plans of the Site, i.e. plans P2024-023-01, P2024-023-02 and P2024-023-03, attached to Schedule A2.
- .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 and throughout the duration of the Agreement.

### **3.3 Excluded Services**

- .1 Manual collection of recyclables and compostables materials.



### 3.4 Equipment

.1 The Consultant 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 m<sup>3</sup> 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 Consultant must provide the technical data sheet for each compactor before the Agreement comes into effect.

### 3.5 Advertising and Signage

.1 The Company shall ensure that no signage is applied to bins, containers or compactors.

.2 The Consultant 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.

### 3.6 Reports and Additional Requests

- .1 The Consultant shall ensure that all materials are weighed at the time of collection and that a monthly statistical report concerning the quantity of recycled materials and composted materials, as well as their classifications, is drawn up. The report will be submitted to the Company Representative by e-mail, once a month, no later than seven (7) days following the end of the month to which it relates.

The classifications are as follows:

- Paper/Cardboard
  - Metals
  - Construction/Renovation/Demolition
  - Glass/Plastic/Metal
  - Compost
- .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.

**SCHEDULE "A1"**  
**ESTIMATED COLLECTION FREQUENCY**

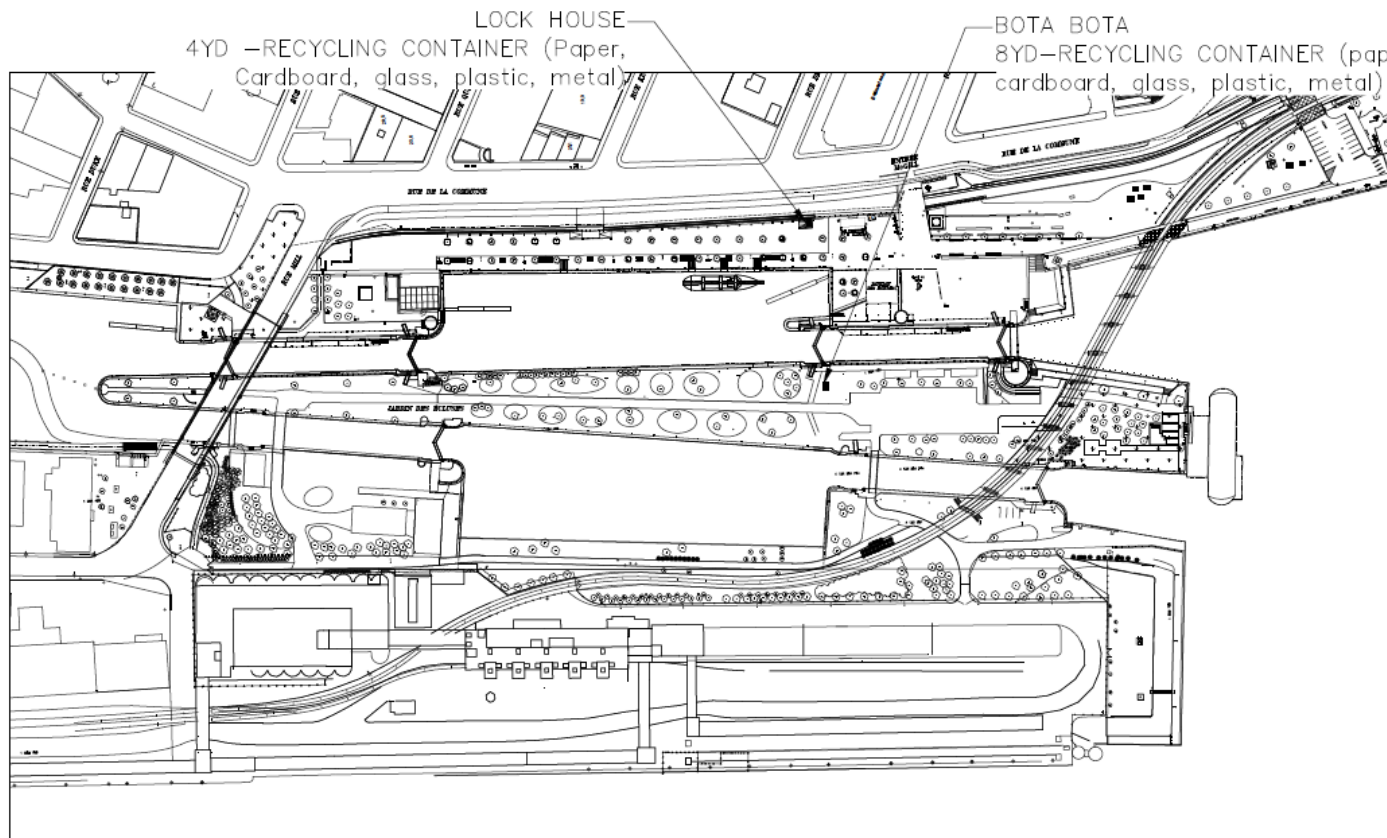
Equipment concerned	Volume of Equipment	Type of Equipment	Number of Equipment	Collection frequency
CSM Compactor sector 3 - paper/cardboard/glass/plastic/metal (sealed)	30 yd <sup>3</sup>	Ro	1	May 1–Oct 31: 2 collections/month (Friday, every 2 weeks) Nov 1–April 30: 2 collections/month (Friday, every 2 weeks)
Compactor Storage Building H22 - paper/cardboard/glass/plastic/metal (sealed)	30 yd <sup>3</sup>	Ro	1	May 1–Oct 31: 2 collections/month (Friday, every 2 weeks) Nov 1–April 30: 2 collections/month (Friday, every 2 weeks)
Bota Bota Container - paper/cardboard/glass/plastic/metal	8 yd <sup>3</sup>	Front – Low Profile	1	May 1–Oct 31: 2 collections/week (Tuesday, Friday)
Clock Tower Pier (lower section) container - paper/cardboard/glass/plastic/metal	8 yd <sup>3</sup>	Front – Low Profile	1	May 1–Oct 31: 4 collections/week (Monday, Tuesday, Friday, Sunday) Nov 1–April 30: 2 collections/week (Tuesday, Friday)
Jacques-Cartier Pier container - paper/cardboard/glass/plastic/metal	8 yd <sup>3</sup>	Front – Low Profile	1	May 1–Oct 31: 3 collections/week (Sunday, Tuesday, Friday) Nov 1–April 30: 2 collections/week (Tuesday, Friday)
Lock House container - paper/cardboard/glass/plastic/metal	4 yd <sup>3</sup>	Front	1	May 1–Oct 31: 7 collections/week (daily)
Clock Tower pier container - paper/cardboard/glass/plastic/metal	2 yd <sup>3</sup>	Front	1	May 1–Oct 31: 3 collections/week (Sunday, Tuesday, Friday)
Bins, CSM, sector 3 – Compost	240 Liters	-	20	May 1–Oct 31: 2 collections/week (Tuesday, Friday) Nov 1–April 30: 1 collections/week (Friday)

The Company will inform the Consultant in writing of any change in the collection frequency and the Consultant will be required to respect the new frequency.

**SCHEDULE "A2"  
PLANS**

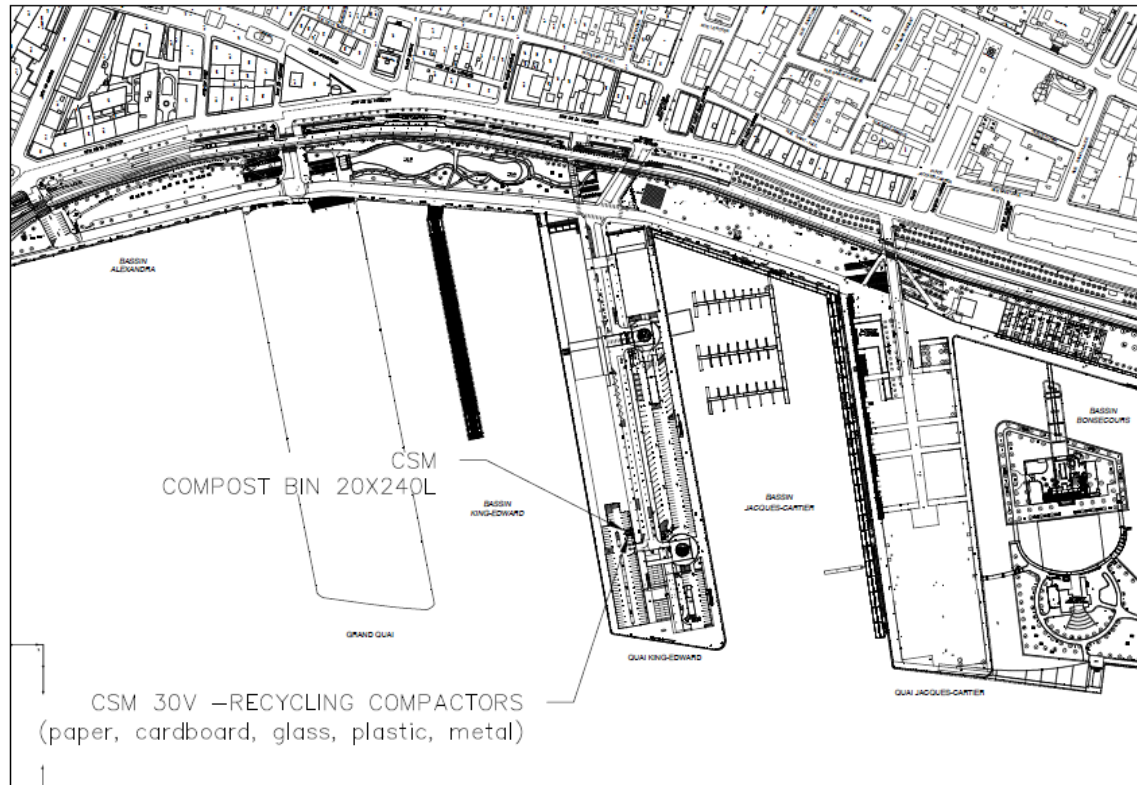
- P2024-023-01 Location of recycling containers
- P2024-023-02 Location of recycling containers
- P2024-023-03 Location of recycling containers

P2024-023-01 Location of waste containers



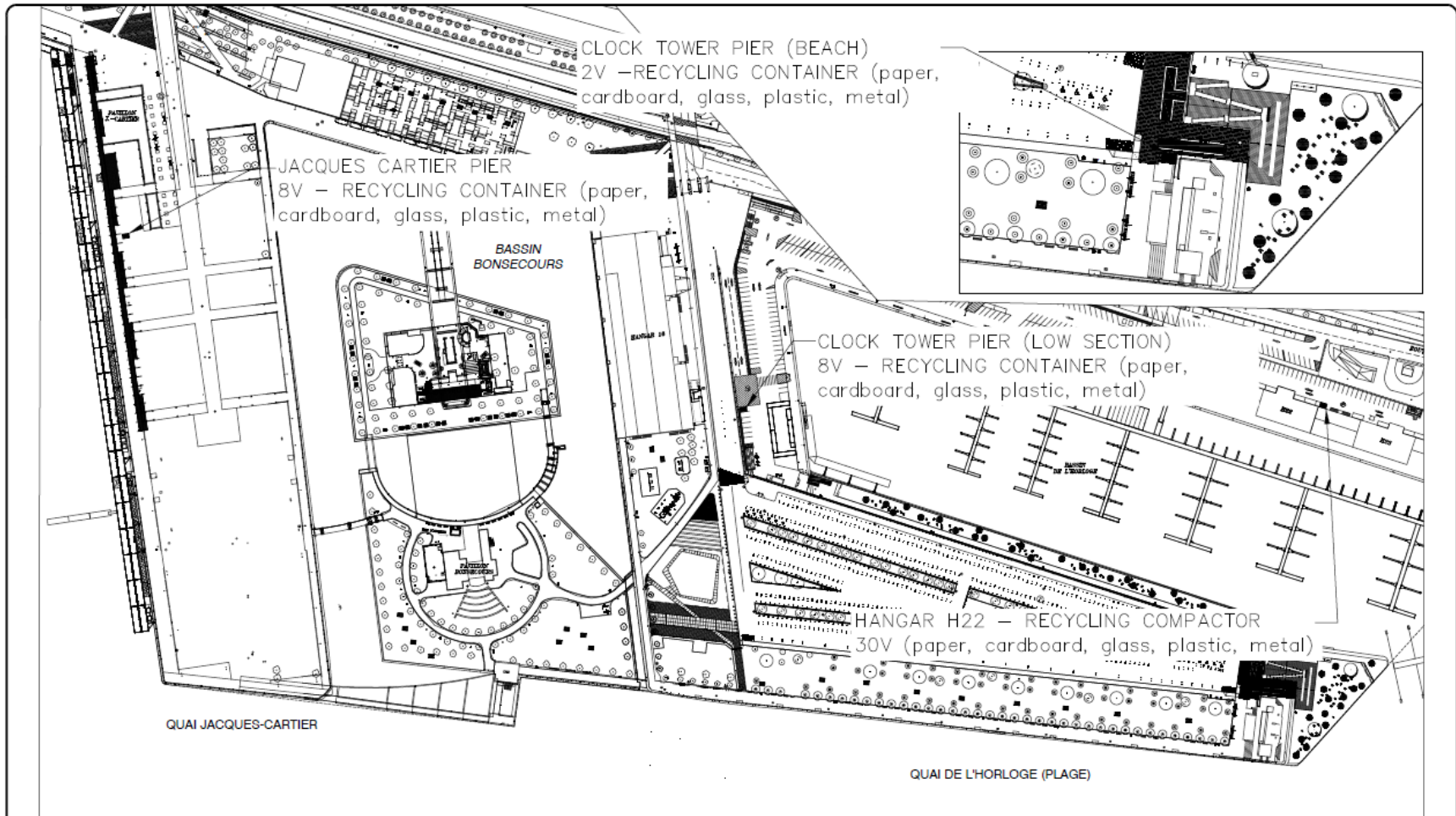
	Secteur / Sector :	Dessiné par / Drawing by:	Date / Date:
	WEST	J.C.	2024-03-01
	Localisation / Localization:		Echelle / Scale:
			N/A
	Titre de la feuille / Page title:		No. de dessin / Drawing no.:
	LOCATION OF RECYCLING CONTAINERS		P2024-023-01

P2024-023-02 Location of waste containers



	Secteur / Sector :	Center	Dessiné par / Drawing by:	J.C.	Date / Date:	2024-03-01	
	Localisation / Localization:				Echelle / Scale:	N/A	
	Titre de la feuille / Page title:			LOCATION OF RECYCLING CONTAINERS		No. de dessin / Drawing no.:	P2024-023-02

P2024-023-03 Location of waste containers



Secteur / Sector:	EST	Dessiné par / Drawing by:	J.C.	Date / Date:	2024-03-01
Localisation / Localization:	—			Echelle / Scale:	N/A
Titre de la feuille / Page title:				No. de dessin / Drawing no.:	
LOCATION OF RECYCLING CONTAINERS				P2024-023-03	

**SCHEDULE "B"  
FEES AND EXPENSES**

**SECTION I – Recurring Services**

Fees for recurring Services will be based on the following unit rates for the entire Term of the Agreement (including any renewal period):

<b>Scheduled Collections During Summer (May 1 to October 31 = 184 days)</b>						
<b>Item</b>	<b>Equipment concerned</b>	<b>Volume of equipment</b>	<b>Type of equipment</b>	<b>Monthly rental cost</b>	<b>Unit price per collection <sup>1</sup></b>	<b>Disposal of recyclable and compostable materials (Price per ton)</b>
<b>1</b>	Compactors	30 yd <sup>3</sup>	Roll off			
<b>2</b>	Containers	8 yd <sup>3</sup>	Front load, Low Profile	N/A		Included
<b>3</b>	Containers	4 yd <sup>3</sup>	Front load	N/A		Included
<b>4</b>	Containers	2 yd <sup>3</sup>	Front load	N/A		Included
<b>5</b>	Bins (Compost)	240 Liters	N/A	N/A		
<b>Scheduled Collections During Winter (November 1 to April 30 = 181 days)</b>						
<b>6</b>	Compactors	30 yd <sup>3</sup>	Roll off			
<b>7</b>	Containers	8 yd <sup>3</sup>	Front load, Low Profile	N/A		Included
<b>8</b>	Bins (compost)	240 Liters	N/A	N/A		

The Company will only be charged for the number of collections actually performed by the Consultant and according to the number of tons actually weighed.

Expenses include Equipment rental, transportation, installation and removal of Equipment, storage of the compactor and any other piece of Equipment required by the Company, cleaning costs, installation and replacement of odour control devices, disposal costs and government charge, as well as travel (transportation) and fuel costs.

No Expenses are payable for Recurring Services during the Term of this Agreement, including but not limited to all transportation and fuel expenses.



**SECTION II – On-Demand Services**

Fees for On-Demand Services will be based on the following flat unit prices and hourly rates for the entire Term of the Agreement (including any renewal period):

Container rental and On-Demand collection						
Item	Equipment concerned	Volume of equipment	Type of equipment	Weekly rental rates <sup>2</sup>	Unit price per collection <sup>1</sup>	Recyclable and compostable materials disposal costs Are they included in the unit price per collection ?
1	Open container	40 yd <sup>3</sup>	Roll off			No
2	Open container	30 yd <sup>3</sup>	Roll off			No
3	Open container	25 yd <sup>3</sup>	Roll off			No
4	Open container	20 yd <sup>3</sup>	Roll off			No
5	Container for metal	20 yd <sup>3</sup>	Roll off			No
6	Container (paper, cardboard, glass, plastic, metal)	8 yd <sup>3</sup>	Front load, Low Profile			Yes
7	Container (paper, cardboard, glass, plastic, metal)	6 yd <sup>3</sup>	Front load			Yes
8	Container (paper, cardboard, glass, plastic, metal)	4 yd <sup>3</sup>	Front load			Yes
9	Container (paper, cardboard, glass, plastic, metal)	2 yd <sup>3</sup>	Front load			Yes
10	Bin (Compost)	240 Liters	N/A			Yes

<b>Processing of recyclable and compostable materials</b>		
<b>Item</b>	<b>Type of recyclable materials</b>	<b>Disposal costs (per ton)</b>
<b>11</b>	Paper/cardboard/glass/plastic/metal	
<b>12</b>	Metal and wood	
<b>13</b>	Construction materials (CRD)	
<b>14</b>	Compost	
<b>15</b>	Collection of contaminated compactor	
<b>16</b>	Collection of contaminated container	

Expenses include the rental of Equipment, transportation, installation and removal of Equipment, storage of the compactor and any other piece of Equipment required by the Company, cleaning costs, installation and replacement of odour control devices, disposal costs and government fees, as well as travel (transportation) and fuel costs.

No Expenses are payable for On-Demand Services during the Term of this Agreement, including but not limited to any expenses relating to transportation/travel and fuel.

<sup>1</sup> The unit price per collection 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.

<sup>2</sup> The weekly rental rate may be used proportionally when calculating a price for a period of less than 1 week.

**SCHEDULE "C"  
INSURANCE**

- 1.1 The Consultant shall (and shall ensure that its subconsultants shall) pay for and maintain in full force and effect with insurance company(s) admitted/licensed by the Province of Quebec or other Canadian jurisdictions to do business in the Province of Quebec and rated not less than "A" in A.M. Best Insurance Key Rating Guide, or an equivalent independent insurer rating agency, the following policies of insurance, with deductibles and self-insured retentions being declared and subject to approval by the Company:
- (a) automobile liability insurance covering all licensed motor vehicles owned, rented or leased having a limit of \$2,000,000, inclusive, per occurrence for bodily injury, death and damage to property;
  - (b) all risks property insurance covering all property that is owned, rented or leased and to be used for the performance of the Services for the full replacement cost value of such property;
  - (c) professional errors and omissions liability insurance in an amount not less than \$2,000,000 per claim and in the annual aggregate, and the Consultant must notify the Company if any claims made against this policy erode the policy limits below those required;
  - (d) commercial general liability insurance covering all operations in connection with the Agreement on an occurrence basis with a combined single limit of \$5,000,000, inclusive, for each occurrence for third party bodily injury, including death, personal injury and damage to property, including loss of use thereof and such coverage shall include, but not be limited to, the following:
    - (i) blanket contractual liability;
    - (ii) sudden and accidental pollution liability;
    - (iii) broad form property damage including completed operations;
    - (iv) broad form property damage;
    - (v) cross liability and severability of interest clause;
    - (vi) additional insured endorsement;
    - (vii) non-owned automobile liability; and
- 1.2 Insurance coverage in Section 1.1 of this Schedule "C":
- (a) will be primary to the extent of fault of the Consultant or its subconsultants; and
  - (b) except for the insurance coverage specified in subsections 1.1(a) and 1.1(c), must name the Company (OLD PORT OF MONTREAL CORPORATION INC.) and Canada Lands Company CLC Limited as an additional insured and any subconsultants attending at the location of the Project as additional insureds.
- 1.3 To the fullest extent permitted by law, the Consultant hereby releases the Company, its directors, officers, employees and others working on its behalf from and against any and all liability or responsibility to the Consultant or anyone claiming through or under the Consultant by way of subrogation or otherwise, for any loss. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the Term of this Agreement.
- 1.4 The Consultant shall and shall ensure that its subconsultants shall:

- (a) provide the Company with a certificate of insurance for the policies described in section 1.1 within ten (10) business days of the date of this Agreement or prior to commencement of the Services, whichever is earlier, and certificates of insurance evidencing renewal of these policies within twenty (20) business days of their expiry date where such policies expire prior to final completion of the Services;
  - (b) be responsible for the deductibles relating to the insurance proceeds under the required insurance;
  - (c) place all policies with insurers that are licensed to provide insurance in the Province of Quebec in a form acceptable to the Company; and
  - (d) ensure that each insurance policy required shall be endorsed to state that coverage shall not be cancelled or materially amended except after thirty (30) days' prior written notice by certified or registered mail, return receipt requested, has been given to the Company. The insurer must provide the Company with notification of any cancellation of any coverage and the Consultant must provide the Company with notification of any major change, modification or reduction in coverage.
- 1.5 If the Consultant, or any subconsultant, fails to furnish the Company with a certificate of insurance for each policy required to be provided by the Consultant or the subconsultant, or if after furnishing the certificate of insurance, the policies lapse, are cancelled or are materially changed, then in every case the Company may, but shall not be obligated to, obtain and maintain such insurance in the name of the Consultant or any subconsultant. The cost thereof shall be payable by the Consultant to the Company on demand, and the Company may at its election deduct the cost from any monies that are due or may become due to the Consultant.
- 1.6 Neither the providing of insurance by the Consultant in accordance with the requirements of the Agreement, nor the insolvency, bankruptcy, or failure of any insurance company to pay any claim, shall be held to relieve the Consultant from any other provisions of the Agreement with respect to liability of the Consultant, or otherwise.

**SCHEDULE D**  
**PREFERRED FORM OF STATEMENT OF WORK BY E-MAIL**

**For On-Demand Services**

The Company shall send the Statement of Work by e-mail to the Consultant's designated person as follows:

*Description of the Services Required:* (to be described in detail)

The Services described and requested herein are provided under the Professional Services Agreement dated as of this • day of • 2024 between you, the Consultant, and the Company (the "**Agreement**"), which shall remain in force, and all On-Demand Services will be performed in the same manner as set out in the Agreement, unless otherwise expressly provided by written agreement between the parties. In the event of a conflict between the Agreement and this request for Services via a Statement of Work by e-mail, the Agreement shall prevail. Fees for the Services described will be based on the rates set out in the Agreement. No Expenses are reimbursable for the provision of the Services.

This request for services by e-mail is equivalent to a Statement of Work under the Agreement. The Consultant shall respond to acknowledge this request for services, and upon acceptance by both parties, the parties confirm that this will constitute a Statement of Work duly executed by both parties under the Agreement.

**SCHEDULE "E"**  
**ELECTRONIC FUNDS TRANSFER TERMS AND CONDITIONS**

These Electronic Funds Transfer Terms and Conditions (the "**EFT Terms and Conditions**") shall become effective upon execution by the Consultant of the Agreement and upon receipt of the completed Electronic Funds Transfer Authorization Form found on the Company's online platform (the "**EFT Form**") submitted electronically by the Consultant to the Company (unless already previously completed by the Consultant on the Company's online platform and received by the Company).

**Definitions** – For the purposes of this Agreement,

- (i) "**Processing Institution Account**" means the Consultant's account at the financial institution;
- (ii) "**Processing Institution**" means the financial institution that holds the account to be credited/debited by means of electronic funds transfer;
- (iii) "**Payables Payments**" means amounts receivable by the Consultant (fees and reimbursement of expenses) according to the Agreement.

**Method of Payment** – The Consultant acknowledges that the Company will process all Payables Payments by electronic funds transfer. The Consultant agrees that it will no longer be receiving a paper cheque or a paper explanation of the payment.

In the event that the Company is unable to release one or more payments by way of Electronic Funds Transfer, the Consultant agrees to either a) accept payment by cheque or some other mutually agreeable method of payment; or b) request the Company to extend the payment due date until such time as the Company can make payment by Electronic Funds Transfer.

The Company shall make payment to the Consultant using the banking information provided by the Consultant on the EFT Form. In the event that the information provided has changed, the Consultant shall be responsible to provide the Company with updated information. The Consultant undertakes to inform with sufficient prior written notice to the Company of any changes in the Processing Institution Account information provided in the EFT Form.

**Authorization** – The Consultant hereby authorizes the Company to deposit or draw on the Processing Institution Account, for the following purposes: a) deposit the Payables Payments according to the invoices submitted by the Consultant to the Company; b) debit the Consultant's Processing Institution Account if an erroneous remittance was made. The Processing Institution Account that the Company is authorized to deposit or draw upon has been specified by the Consultant on the EFT Form.

The Consultant declares and acknowledges to have contacted its Processing Institution to discuss the implementation of the Electronic Funds Transfer payment with the Company, and confirms that the Processing Institution will be able to accept the payments done through Electronic Funds Transfer on its behalf. The Consultant also declares and acknowledges to pay any and all service charges that its Processing Institution may levy for this service.

**Continuing Authorization** – This authorization is continuing and the Company may rely on this authorization for all financial transactions relating to the Payables Payments, until the Consultant notifies the Company of any changes in writing.

**Revocation & Change** – The Consultant may change or revoke the authorization given to process all Payables Payments via electronic funds transfer at any time upon providing ten (10) business days written notice to the Company, using the EFT Form. Revocation of the authorization does not terminate

any contract for goods or services that exists between the Consultant and the Company. The authorization only applies to the method of payment and does not otherwise have any bearing on the contract for the goods or services exchanged.

**Erroneous Remittance** – In the event of an erroneous remittance, the Consultant acknowledges responsibility for ensuring sufficient funds are available in its Processing Institution Account for the Company to recover the amount. The Consultant agrees to notify the Company and return the funds in full within the 48 hours of receipt without dispute of any erroneous payment. After 48 hours, interest at the rate of ten percent (10%) will apply if the amount is not returned in full. If the Consultant does not reimburse the funds, then in addition to any other remedies, the Company can offset those amounts against any other amounts owed to the Consultant. To ensure accounting integrity, the Consultant agrees to not use these funds to offset other liabilities owing to them.

**Liability for uncompleted transfers** – If an uncompleted transfer occurs because the Company used the Consultant's information provided on the EFT Form incorrectly, the Company remains responsible for making a correct payment as soon as reasonably possible after being notified of the uncompleted transfer.

If an uncompleted or erroneous transfer occurs because the Consultant's information provided on the EFT Form was incorrect and if the funds are no longer in the control of the Company, the Company is deemed to have made payment and the Consultant is responsible for recovery of any erroneously directed funds.

If an uncompleted or erroneous transfer occurs because the Consultant's information provided on the EFT Form was incorrect and if the funds are still in the control of the Company, the Company shall not make payment until the updated information is provided by the Consultant.

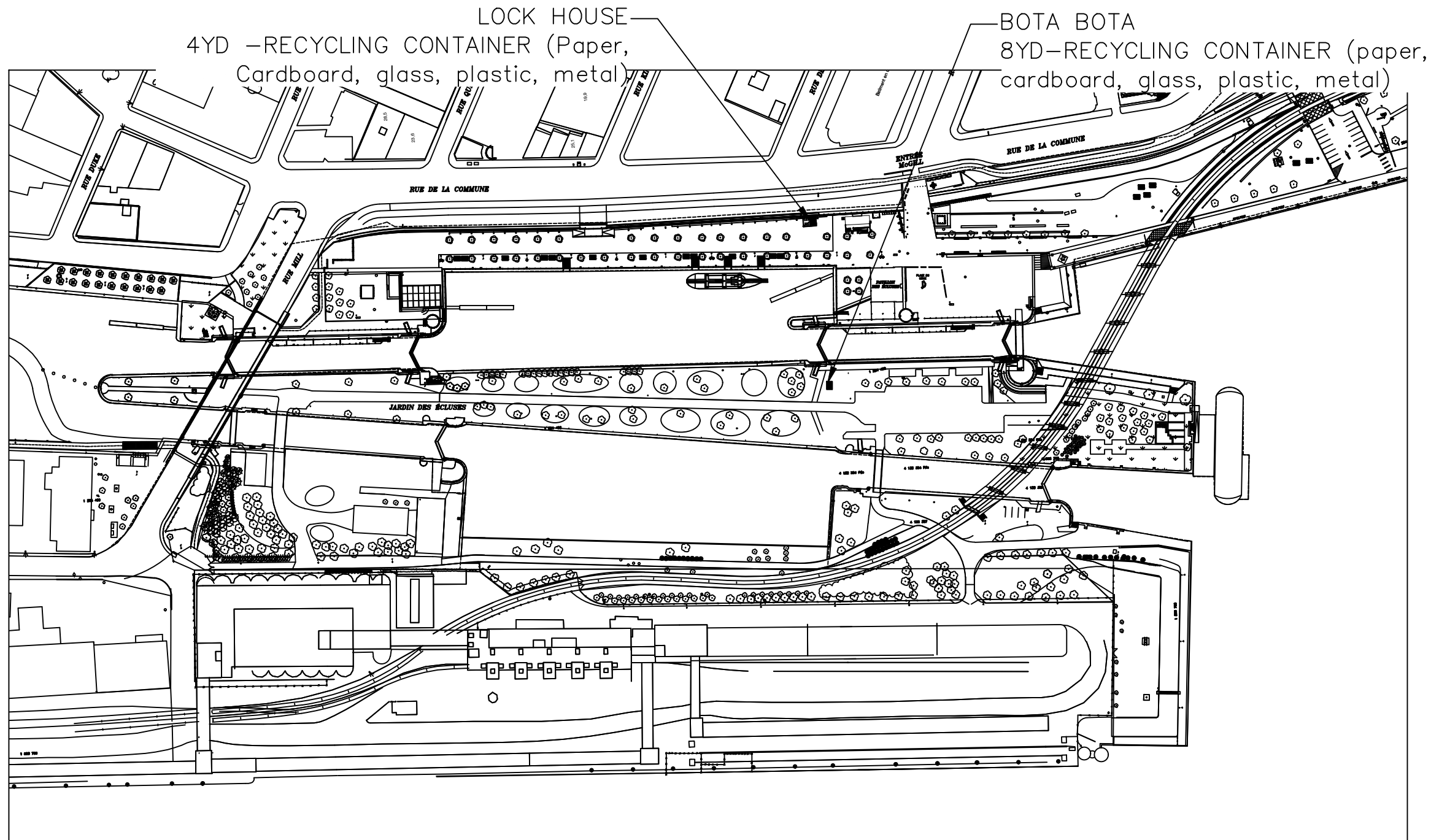
In no event shall the Company be liable for any special, incidental, exemplary, or consequential damages as a result of the delay, omission, or error in the transmission of an electronic payment, even if the Company has been advised of the possibility of such damages. In addition, neither party shall be liable for the act or omission of any financial institution or other party.

**Prompt Payment** – A payment shall be deemed to have been made in a timely manner as soon as the amount has been debited from the Company's bank account.

**Notification** – The Consultant hereby waives the right to receive pre-notification of the amount of each pre-authorized debit or deposit authorized by the EFT Form and agrees it does not require advance notice of the amount of the pre-authorized debits or deposits before they are processed.

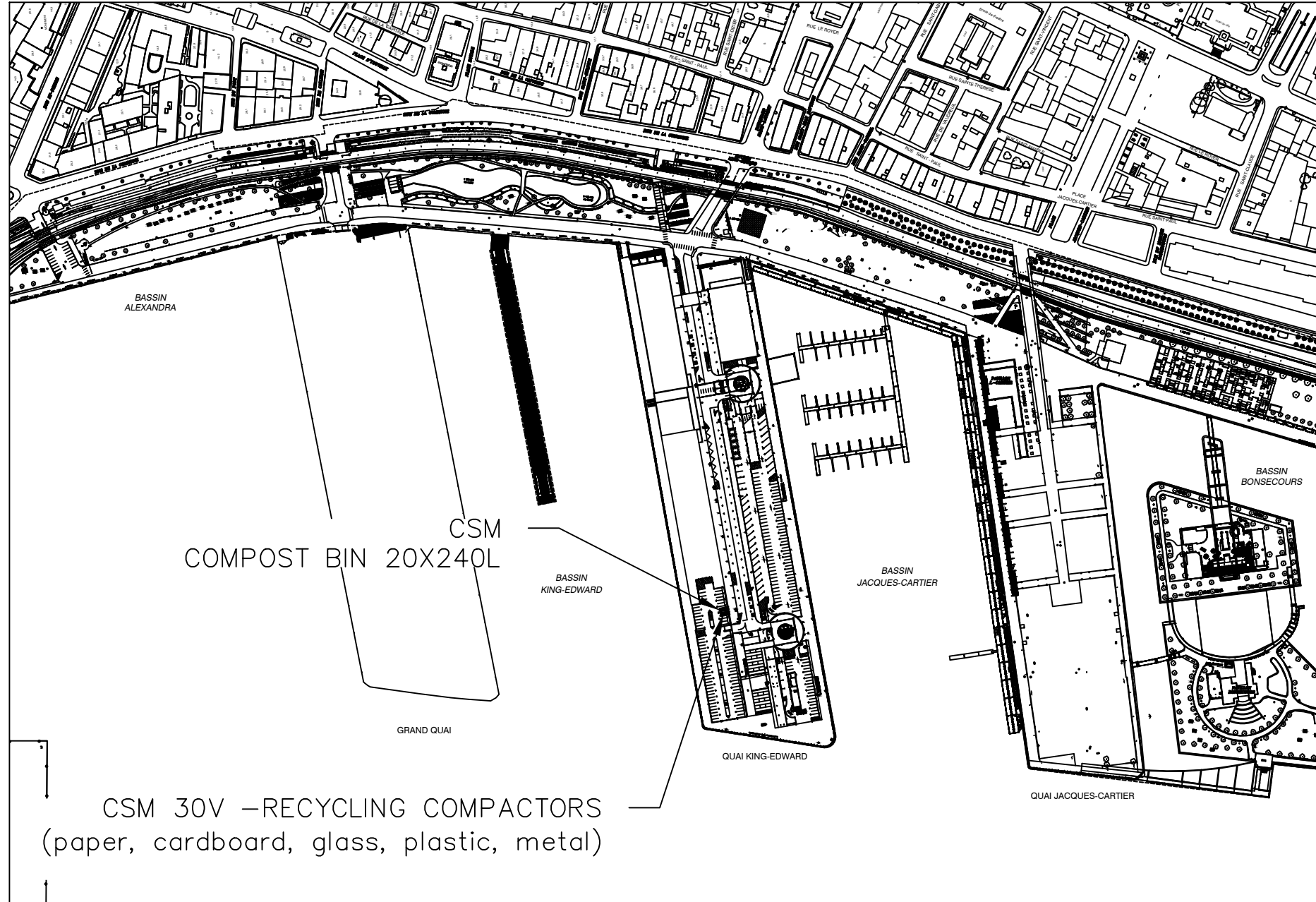
By executing the Agreement the Consultant acknowledges that it has reviewed and hereby agrees to be bound by all the terms and conditions set out in these EFT Terms and Conditions.

**Accuracy** – In the event that the Consultant has already completed the EFT Form, the Consultant confirms that all the information provided has not changed. Should the information provided by the Consultant in the EFT Form have changed, the Contractor shall notify the Company a timely manner.

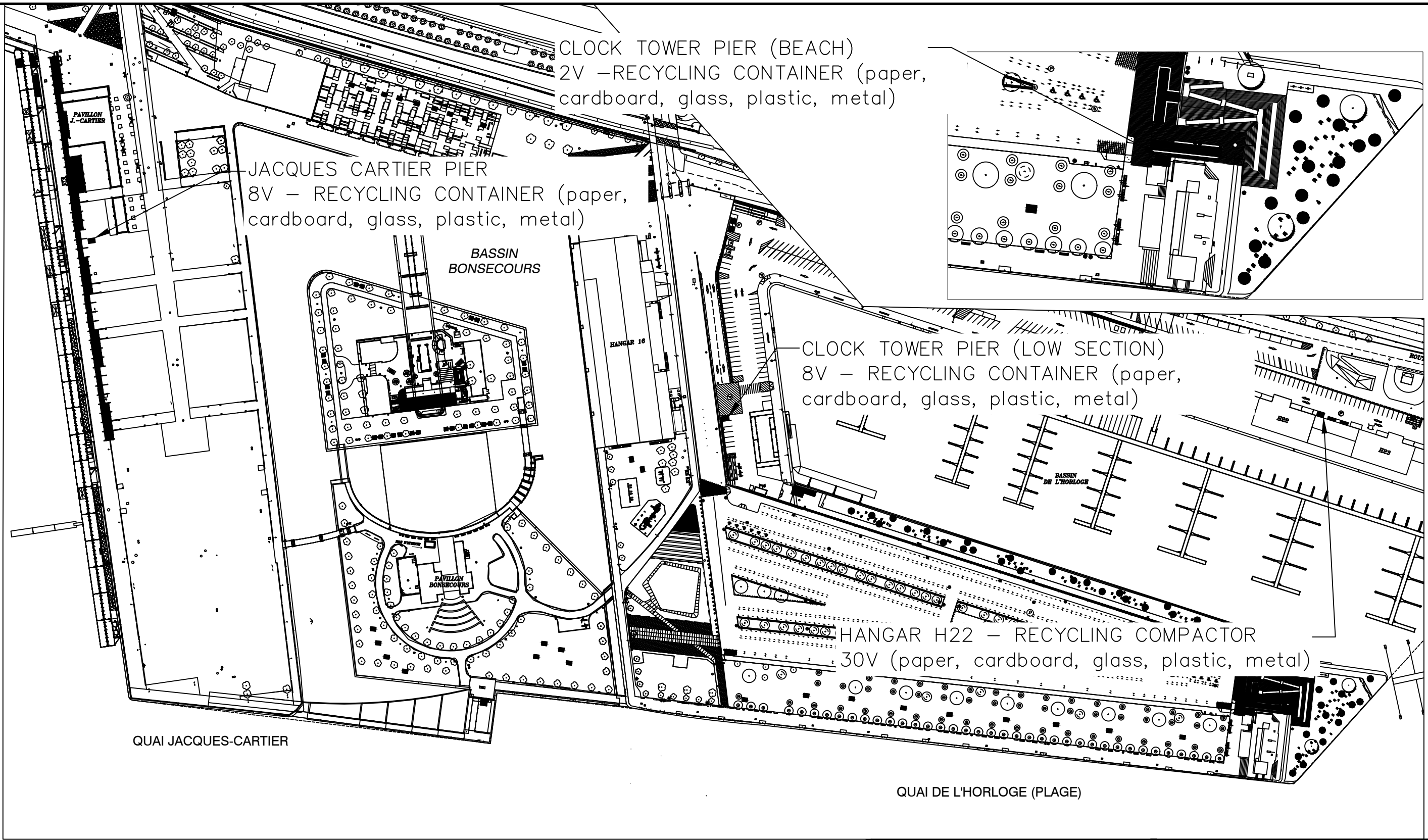


Secteur / Sector : WEST	Dessiné par / Drawing by: J.C.	Date / Date: 2024-03-01
Localisation / Localization: -		Échelle / Scale: N/A
Titre de la feuille / Page title: LOCATION OF RECYCLING CONTAINERS		No. de dessin / Drawing no.: P2024-023-01





Secteur / Sector :	Center	Dessiné par / Drawing by:	J.C.	Date / Date:	2024-03-01
Localisation / Localization:	-			Échelle / Scale:	N/A
Titre de la feuille / Page title:			LOCATION OF RECYCLING CONTAINERS		
			No. de dessin / Drawing no.:		
			P2024-023-02		



CLOCK TOWER PIER (BEACH)  
 2V – RECYCLING CONTAINER (paper, cardboard, glass, plastic, metal)

JACQUES CARTIER PIER  
 8V – RECYCLING CONTAINER (paper, cardboard, glass, plastic, metal)

CLOCK TOWER PIER (LOW SECTION)  
 8V – RECYCLING CONTAINER (paper, cardboard, glass, plastic, metal)

HANGAR H22 – RECYCLING COMPACTOR  
 30V (paper, cardboard, glass, plastic, metal)



**VIEUX PORT**  
 MONTRÉAL

Secteur / Sector :	EAST	Dessiné par / Drawing by:	J.C.	Date / Date:	2024-03-01
Localisation / Localization:	—			Échelle / Scale:	N/A
Titre de la feuille / Page title:				No. de dessin / Drawing no.:	
LOCATION OF RECYCLING CONTAINERS				P2024-023-03	