



**Her Majesty the Queen in Right of Ontario
as represented by the Ministry of the Environment and Climate Change**

Request for Bids OSS_00489584

For

**A Study on the Cost Impacts and Economic and Greenhouse Gas Benefits of
Waste Diversion of Selected Waste Materials in Ontario**

RFB No.: OSS_00489584

Issued: November 7, 2014

RFB Closing Date: 11:00:00 a.m. (Toronto time) on November 21 , 2014

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1 PART 1 - PROCUREMENT DETAILS

1.1 Definitions

Definitions for capitalized words in this RFB are located in Appendix A - Definitions.

1.2 Initial Procurement Details

Subject of procurement:	<p>A study on the cost impacts and economic and greenhouse gas benefits of waste diversion from landfill of (1) printed paper and packaging (PPP) in the industrial, commercial and institutional (IC&I) sectors in Ontario, (2) waste electrical and electronic equipment not included in the Waste Electrical and Electronic Equipment (“WEEE”) Program under the Waste Diversion Act, (3) carpets, furniture and mattresses, and (4) construction and demolition waste.</p> <p>The selected Bidder will be required to enter into an agreement with the Ministry for provision of the Deliverables in the form attached as Appendix B to this RFB.</p> <p>Subject to section 2.05 of the Form of Agreement (attached as Appendix A to the RFB) the selected Bidder may choose to share the responsibilities in completing some or all of the Deliverables set out in the RFB, but the Ministry will be entering into the Form of Agreement with <u>only one (1) legal entity</u>. The term of the Agreement is to be for a period of the following:</p> <ul style="list-style-type: none">• Phase 1: December 1, 2014 – March 23, 2014 (4 months)• Phase 2: April 1, 2015 – November 30, 2015 (12 months)
RFB #:	OSS_00489584
Procuring entity:	Her Majesty the Queen in right of Ontario as represented by the Ministry of the Environment and Climate Change
Contact:	Name: Laura Keatings, Procurement Advisor Email: laura.keatings@ontario.ca
Bidder eligibility requirements included:	No

1 PART 1 - PROCUREMENT DETAILS

1.3 Proposed RFB Schedule

Issue date of RFB:	November 7, 2014
Bidder's deadline for questions:	November 14, 2014
Deadline for issuing addenda:	November 18 , 2014
RFB Closing Date:	11:00:00 a.m. (Toronto time) on November 21, 2014
Period for which bids are irrevocable after RFB Closing Date:	120 business days

Bids must be received at the closing location included in the Bid Submission Label by the RFB Closing Date. Bids submitted after the RFB Closing Date will be deemed late, disqualified and returned to the Bidder.

The Proposed RFB schedule is tentative only and may be changed by the Ministry in its sole discretion at any time prior to the RFB Closing Date.

1.4 Proposed Agreement Dates

Term of agreement:	12 months
Option to extend:	4 months
Execution of agreement:	Within 15 business days of notification of selection
Anticipated start date for contract:	December 1, 2014

2 PART 2 - CONTENTS OF A COMPLETE BID

2.1 Structure of Bid

2 PART 2 - CONTENTS OF A COMPLETE BID

A complete Bid should be structured into the following three sections and must include all of the following forms completed in order to be evaluated. Be sure to include all of the forms listed in Appendix C - Mandatory Forms as failure to do so may result in disqualification.

Section 1 – The Qualification Response is to include:

- Appendix C.1 - Form of Offer
- Appendix C.2 - Reference Form

Section 2 – The Technical Response is to include:

- Appendix C.3 - Rated Requirements Form

Section 3 – The Commercial Response is to include:

- Appendix C.4 - Pricing Form

To use with submitting a Bid:

- Appendix C.5 - Bid Submission Label
- Appendix C.6 - Pricing Envelope Label

The preceding checklist may be used to assist in Bid preparation. It will not be evaluated.

2.2 Format of Bid

Bidders should format their Bids in accordance with the sequence of sections set out in Section 2.1 and follow instructions included in this RFB. When responding to a specific criterion, the Bid should reference applicable sections set out in this RFB.

Bids must be in English. Bids should be prepared using text in a common font that is 12 points in size. Bidders should adhere to page limits where identified. Any pages in excess of the page limits will not be evaluated.

Bids should be specific to the Deliverables of the RFB and information requested. Bidders should provide clear, complete, and concise responses to RFB requirements. Brochures or marketing material should not be included and will not be evaluated if received.

2 PART 2 - CONTENTS OF A COMPLETE BID

A Bid is to be submitted in a sealed package(s) to the address set out on the Bid Submission Label. The Bid Submission Label must be affixed to the outside of the sealed package(s). Please provide:

- (a) Four original hard copies and one electronic copy of the Bid containing only the Qualification Response and Technical Response. Provide the electronic copy in Microsoft Word or PDF format on CD-ROM or USB flash drive.
- (b) The Commercial Response in a separate, sealed envelope affixed with the Pricing Envelope Label. Please provide four original hard copies.

In the event of a conflict or inconsistency between the hard copy and an electronic copy of the Bid, the hard copy of the Bid shall prevail.

3 PART 3 - THE DELIVERABLES

This section of the RFB describes what is being procured.

The contents of Part 3 will substantially be in the Contract if the Bidder is selected. The selected Bidder will be expected to deliver and/or perform all requirements set out in Part 3 for the price proposed in Appendix C.4 - Pricing Form.

3.1 Objectives

In this study ("**Study**"), the selected Bidder will be required to undertake analysis with respect to the impact of diverting specified waste materials from landfill under two phases.

Unless otherwise indicated in the RFB, the analysis that the selected Bidder will be required to complete will be identical for each waste material included in 2 phases: Phase 1 and Phase 2.

3.1.1 Phase 1 Waste Materials

In Phase 1, the Study Waste Materials ("**Phase 1 Materials**") include printed paper and packaging ("**PPP**") generated by Ontario's industrial, commercial and institutional ("**IC&I**") sectors, where the packaging includes but is not limited to:

- a) Glass
- b) Metal (e.g. ferrous, non-ferrous)
- c) Paper
- d) Plastic (e.g. PET, HDPE, 'other plastics')

3 PART 3 - THE DELIVERABLES

3.1.2 Phase 2 Waste Materials

In Phase 2, the Study Waste Materials (“**Phase 2 Materials**”) include:

1. Waste electrical and electronic equipment (“**WEEE**”) generated by the residential and IC&I sectors, and not included in the WEEE Program under the *Waste Diversion Act*, where the materials include power tools, electronic toys, and other small electronic materials
2. Carpets, upholstered furniture and mattresses generated by the residential and IC&I sectors
3. Waste materials generated by Ontario’s construction and demolition (“**C&D**”) sector, including:
 - i. Cardboard
 - ii. Brick and concrete
 - iii. Drywall
 - iv. Steel
 - v. Wood
 - vi. Fill and aggregate
 - vii. Asphalt
 - viii. Plastic
 - ix. Plaster
 - x. Shingles
 - xi. Ceiling Tiles
 - xii. Glass

The selected Bidder may add other construction and demolition materials to the analysis of what constitutes Phase 2 Materials, with rationale.

3.1.3 Assumptions regarding Diversion

In the Study the selected Bidder will be required to analyse the cost impacts, economic benefits, and greenhouse gas benefits under a generator responsibility framework and a producer responsibility framework, for diverting an additional 1,000 metric tonnes of each of the Phase 1 Materials and Phase 2 Materials from landfill.

The selected Bidder is to assume that diversion from landfill of Phase 1 Materials and Phase 2 Materials refers to diversion beyond what is currently being diverted.

The selected Bidder will be required to assume that waste diversion from landfill includes “3Rs” activities (reduction, reuse, recycling) and that diversion does not include use of any material as daily landfill cover or energy from waste.

In undertaking analysis of greenhouse gas benefits (section 3.3.5), it is to be assumed that:

- i. wastes diverted would otherwise have been disposed of in landfill with methane gas collection and combustion
- ii. landfill gas capture systems are 55% efficient in their capture and combustion of GHGs. The decomposition of the organic component of waste in landfills produces landfill gas containing about 50% methane (CH₄) and 50% carbon dioxide (CO₂)
- iii. methane has a global warming potential of 25

3.2 Background

3.2.1 Background and History:

3.2.1.1 Waste Diversion in Ontario

Ontarians generate a significant amount of waste – nearly 12 million tonnes a year. Around three-quarters of this waste is sent for disposal in landfill. The remainder is recovered and reintroduced into the economy through recycling and reuse efforts.

Ontario's overall waste diversion rate has remained around 25% for the past decade. Progress has been made over the years to increase diversion in the residential sector, where 47% of Ontario's residential waste is diverted from landfill.

However, the non-residential sector (known as the industrial, commercial and institutional "IC&I" sectors) is where most of Ontario's waste is generated. Recycling rates in these sectors continue to lag behind the residential sector. Ontario's IC&I waste diversion rate is approximately 11%, although individual organizations may have much better performance. There is significant opportunity to improve diversion by targeting key areas of the IC&I waste stream.

3.2.1.2 Current Framework

i) Current Regulatory Framework

Ontario's current IC&I regulations under the *Environmental Protection Act* make owners and operators of specified IC&I establishments and construction and demolition projects responsible for making reasonable efforts to ensure that these wastes are reused and recycled.

Ontario Regulation 102/94 (Waste Audits and Waste Reduction Work Plans) under the *Environmental Protection Act* requires owners of specified establishments to conduct waste audits, develop and implement waste reduction plans, and update the audits and plans annually (**O. Reg. 102/94**).

Ontario Regulation 103/94 (Industrial, Commercial and Institutional Source Separation Programs) under the *Environmental Protection Act* requires owners of specified establishments to have source separation programs for specified wastes and make best efforts to ensure the wastes are recycled (**O. Reg. 103/94**).

Ontario Regulation 104/94 (Packaging Audits and Packaging Reduction Work Plans) under the *Environmental Protection Act* requires specified manufacturers, packagers and importers of packaged food, beverage, paper or chemical products to conduct a packaging audit and implement a packaging reduction workplan (**O. Reg. 104/94**).

ii) No Current Regulatory Framework

There is currently no regulatory framework in Ontario for diversion of waste electrical and electronic equipment generated by the residential and IC&I sectors and not included in the WEEE Program under the *Waste Diversion Act*. There is also currently no regulatory framework in Ontario for diversion of carpets, furniture, or mattresses.

3.2.1.3 Generator Responsibility Framework

Generator responsibility approaches usually embody the following principles:

- The generator is typically the owner of the waste when it is no longer needed;
- A generator responsibility framework would include mandatory requirements placed on waste generators to ensure the subject wastes are diverted;
- Government sets a range of outcomes (e.g., targets or standards) and requirements (e.g., reporting) through regulations;
- An organization (e.g., provincial government, or a non-profit authority) that has responsibility for conducting compliance and enforcement activities, and for oversight of waste diversion programs;
- Waste management industry provides waste services to generators and/or municipalities;

herein referred to as the ‘**Generator Responsibility Framework**’.

3.2.1.4 Producer Responsibility Framework

Producer responsibility approaches usually embody the following principles:

- Government sets a range of outcomes (e.g., targets or standards) and requirements (e.g., reporting) through regulations;
- Producers, typically defined as brand owners or first importers, are responsible for:
 - Meeting outcomes and have options on how to meet outcomes (e.g., on their own, or working through others)
 - Setting up and delivering waste diversion programs
- An organization (e.g., provincial government, or a non-profit authority) that has responsibility for conducting compliance and enforcement activities, and for oversight of waste diversion programs;
- Waste management industry provides waste services to producers and/or municipalities;

herein referred to as the ‘**Producer Responsibility Framework**’.

3.3 Deliverables

The selected Bidder will be required to produce and provide a Study to the Ministry that meets the requirements set out in this RFB and has the discretion to organize and create the chapters in the Study as they see fit, as long as they meet the requirements of the RFB.

The selected Bidder is required to provide the Study to the Ministry, which includes the following analysis with respect to the Phase 1 Materials (individually and combined) and each of the Phase 2 Materials:

3.3.1 Cost/Revenue Impacts

The selected Bidder is required to identify which groups listed below in section 3.3.1 (b) accrue the costs/revenues identified in section 3.3.1(a) associated with a 1,000 tonne increase in waste diversion (as indicated in section 3.1.3), and quantify the amount (in absolute Canadian dollar and dollar per thousand tonnes diverted), under a Generator Responsibility Framework and a Producer Responsibility Framework.

a) Cost/Revenue Categories:

- i. Gross costs (e.g., collection, processing, promotion & education, administrative, and other costs as proposed by the selected Bidder)
- ii. Revenues from marketing recyclables
- iii. Avoided disposal costs
- iv. Compliance costs (i.e., reporting, verification)

b) Groups Bearing Costs/Revenues:

- i. Businesses in sectors currently regulated under O.Reg. 103/94, assuming no establishment size threshold
- ii. Producer sectors of products that waste is derived from, including any service providers they hire to fulfill their responsibilities
- iii. Municipal governments
- iv. Waste diversion industry, such as Material Recycling Facilities (**MRFs**) and transfer stations
- v. Waste disposal industry, such as landfills and transfer stations
- vi. An organization (e.g., provincial government, or a non-profit authority) that has responsibility for conducting compliance and enforcement activities, and for oversight of waste diversion programs

3.3.1.1 Assessment of Costs/Revenues

As part of the cost/revenue impact analysis described in section 3.3.1 under a Generator Responsibility Framework and a Producer Responsibility Framework, the selected Bidder will be required to discuss and quantify the impact to each group bearing costs/revenues as indicated in section 3.3.1(b), including an assessment of the magnitude of the impact in relation to each group's revenues or financial margins, using the following metrics:

- i. Profitability
- ii. Competitiveness
- iii. Jobs
- iv. Other metrics the consultant feels would constitute the financial health of the group/sector impacted

3.3.2 Economic Benefits of Diversion in Ontario

The selected Bidder will be required to estimate the economic benefits to Ontario from diversion of 1,000 metric tonnes of Phase 1 Materials (individually and combined) and each of the Phase 2 Materials from landfill.

The selected Bidder is required to undertake the economic benefits analysis separately for both a Generator Responsibility Framework and a Producer Responsibility Framework, if they determine that the analysis would be different under each of these frameworks. If the selected Bidder determines that the analysis would not be different under each of these frameworks, then the selected Bidder will be required to undertake the economic benefits analysis for the Generator Responsibility Framework only.

a) Direct, Indirect and Induced Economic Impacts

In estimating the economic benefits referred to in section 3.3.2, the selected Bidder will be required to:

- i. Identify and quantify the direct, indirect and induced benefits (separately and combined) to Ontario's economy from diversion
- ii. Compare the estimated benefits with those from non-hazardous waste disposal
- iii. Compare the estimated benefits with those from other industries in the province, including auto manufacturing, food manufacturing, chemicals manufacturing, and to the total Ontario economy

b) Economic Benefit Indicators to be Included

In estimating the economic benefits referred to in section 3.3.2, the selected Bidder will be required to estimate the economic benefit indicators and show these separately for direct, indirect, induced and total activities.

The economic benefit indicators will include:

- i. Gross domestic product generated (in \$ millions) per 1,000 metric tonnes diverted
- ii. The number of full-time equivalent (FTE) jobs generated per metric tonne of material diverted or disposed
- iii. The labour income generated per 1,000 metric tonnes diverted

- iv. The average wage of workers, and a comparison of the level of pay with other jobs in the Ontario economy
- v. Tax revenue to municipal, provincial and federal governments per 1,000 metric tonnes diverted

c) Upstream and Downstream Waste Diversion Activities

The selected Bidder will be required to estimate the economic benefits (as referred to in section 3.3.2) separately and jointly from upstream and downstream waste diversion industry activities, where:

- i. Upstream diversion industry impacts include those benefits attributable to collection and processing of divertible materials and revenues from the sale of these materials;
- ii. Downstream diversion reliant industry impacts include those benefits attributable to purchases of recycled materials to manufacture products containing recycled materials, or use of composted organics, by downstream industry sectors.

d) Types of Industry Activities

In estimating the economic benefits referred to in section 3.3.2, the selected Bidder is required to include the following types of industry activities:

- i. Diversion industry – collection, processing and wholesaling of divertible materials. For example: collection, material recovery facilities, recyclable materials wholesalers.
- ii. Diversion reliant industry – industries that purchase recycled materials from the recycling industry, for example, a paper mill or a glass manufacturer which rely on recycled materials. Include only the manufacturing of “first stage” products containing recycled materials, where “first stage” refers to the first product produced from recycled materials, such as a roll of paper, a sheet of plastic, or a glass bottle.
- iii. Note: In estimating the direct economic impacts from the recycling reliant industry, these impacts must only take into account that portion of the industry that uses recycled materials. For instance, where a pulp mill purchases recycled fibre and virgin fibre, the economic impacts from that mill should only include those associated with its purchases of recycled fibre. The Study should describe any assumptions made and methodologies used to make this distinction.

- iv. Remanufacturing and reuse activities – for example, businesses that repair and resell used commodities or reusable items, retail used merchandise sales, materials exchange services.
- v. Supporting establishments for the waste diversion industry, the diversion reliant industry, the remanufacturing industry or the reuse industry. For example, transporters, equipment manufacturers, professional services (accounting firms, office supply companies).
- vi. Induced economic impacts associated with spinoff benefits from the purchase of unrelated goods and services by the employees of diversion and supporting establishments.

e) Waste Disposal

In estimating the economic benefits referred to in section 3.3.2, the selected Bidder will be required to compare the economic benefits from waste diversion activities for Phase 1 Materials (individually and combined) and each of the Phase 2 Materials with economic benefits per 1,000 metric tonnes if the wastes were sent to landfill.

3.3.3 Opportunity for Investment in Material Recycling Facility Processing Capacity

The selected Bidder is also required to estimate the opportunity for investment in material recycling facility (“**MRF**”) processing capacity in Ontario (including employment opportunity if, for instance, a MRF is operating on full shifts and may increase employment in order to meet demand for processing capacity) considering the impact on a Generator Responsibility Framework for diverting each of the Phase 1 Materials and Phase 2 Materials.

In undertaking this analysis in section 3.3.3, the selected Bidder is required to take into account the following factors:

- i. Current processing capacity in public and private MRFs in Ontario
- ii. Can existing MRFs manage diversion of additional Phase 1 and Phase 2 Materials?
- iii. At what point is new MRF capacity needed?
- iv. What are various ways MRFs can add processing capacity?
- v. What is the cost for additional MRF processing capacity (absolute Canadian dollar and dollar per additional tonne diverted)?

3.3.4 End-Use Markets for Increased Diversion

The selected Bidder will be required to undertake, for Phase 1 Materials and Phase 2 Materials, under a Generator Responsibility Framework, an analysis of the availability of end-use markets in Ontario and outside of Ontario, for any additional tonnes diverted.

In undertaking this analysis set out in section 3.3.4, the selected Bidder will be required to take into account:

- i. commodity price trends
- ii. where markets are located
- iii. ease of recycling
- iv. whether materials are recycled into high-end or low-end products.

3.3.5 Greenhouse Gas Benefits

For Phase 1 Materials (individually and combined) and for each of the Phase 2 Materials, the selected Bidder will be required to:

- a) Identify and quantify where possible the greenhouse gas (“**GHG**”) benefits of diverting 1,000 tonnes of each of the materials from landfill, based on lifecycle analysis. The GHG benefits are based on the tonnes of GHGs avoided through diversion of the materials.
- b) Consider using the publicly available Environment Canada’s GHG Calculator for Waste Management (<http://www.ec.gc.ca/gdd-mw/default.asp?lang=en&n=D6A8B05A-1>), which is a Canadianized version of the U.S. Environmental Protection Agency’s (EPA) Waste Reduction Model (WARM). If the selected Bidder is using a different model for GHG analysis, the selected Bidder is required to discuss why that model will be used and how it differs from the Environment Canada and U.S. EPA WARM.
- c) Provide estimates of GHG emissions avoided by activity (e.g. landfill, transportation, processing), where available, and as a total.
- d) Comment on whether there are any issues with extrapolating the results of the GHG benefits analysis to future waste diversion scenarios, and recommend a method for future extrapolation.
- e) Discuss where geographically the GHG benefits occur. Do they occur in Ontario, or do they occur in other jurisdictions?
- f) Discuss how an increase in diversion of Phase 1 Materials and how an increase in diversion of Phase 2 Materials would impact GHG emissions avoided.

GHG benefits are to be expressed in absolute values (i.e., tonnes of emissions avoided) and per metric tonne of waste diverted.

3.3.5.1 Monetizing GHG Benefits

Using the information collected from quantifying GHGs benefits as described in section 3.3.5, the selected Bidder will be required to:

- a) Assign monetary values to the GHG benefits for each Phase 1 Material (individually and combined) and for each Phase 2 Material, in annual absolute dollar value of GHG benefit, and in annual dollar value of GHG benefit per metric tonne of waste material diverted.
- b) Propose the methodologies that will be used to assign and estimate these monetary values set out in section 3.3.5.1(a), give a rationale, and indicate the basis for the estimates.
- c) Identify the monetary value of GHG emissions per tonne of emission (i.e., \$ per tonne of CO₂e), that forms the basis for the monetization of GHG benefits, and discuss why this particular monetary value was used. Monetary values are to be expressed in absolute terms (i.e., Canadian dollars).

3.3.6 Conclusion for Study

In the Study, the selected Bidder will be required to include a discussion of:

- a) Conclusions as to the costs and benefits, and overall net costs/benefits, of diverting each of the Phase 1 Materials, all of the Phase 1 Materials combined, and each of the Phase 2 Materials under a generator responsibility framework and a producer responsibility framework
- b) Whether the costs and impacts (i.e., net costs) of diverting 1,000 tonnes of Phase 1 Materials individually and combined and 1,000 tonnes of each of Phase 2 Materials (section 3.3.1) as measured in Phase 1 and Phase 2 of the Study are partially or fully offset by the value of the GHG emissions avoided (section 3.3.5)
- c) Conclusions with respect to opportunities for investment in MRF capacity (section 3.3.3. and end-use markets for recyclables (section 3.3.4)
- d) Conclusions with respect to GHGs avoided from diversion from landfill of Phase 1 and Phase 2 materials (section 3.3.5)
- e) Limitations/methodological issues in the Study and how they may be overcome in future studies

3.3.7 Methodology for the Study

In undertaking the Study, the selected Bidder will be required to:

- a) Identify how they plan to undertake the diversion and sectoral cost analysis (e.g., obtain data necessary to identify cost/revenue impacts; where data is insufficient or unavailable, clarify how the Bidder intends to proceed).
- b) Identify data sources to be used to undertake the cost impact analysis.
- c) Identify and explain all assumptions, all methodologies to make all estimates, all mathematical conversions used and all sources used in the Study. Weight data should be presented in metric tonnes. All terms used should be defined and explained in plain language.

- d) Provide monetization and cost calculations in Canadian currency. Where original data was in U.S. currency, the U.S./Canadian currency conversion factor used should be referenced.
- e) Present summary data in table form and chart form, where appropriate.
- f) Provide all calculations behind all analyses undertaken, preferably in electronic Microsoft Excel spreadsheets.

In preparing the economic benefit analysis (section 3.3.2), the selected Bidder will be required to:

- i. Develop value chains for the full spectrum of waste diversion activities
- ii. Undertake runs of Statistics Canada's Inter-provincial Input/Output Model to estimate economic impact multipliers

3.3.8 Reporting Requirements

The selected Bidder will be required to:

- a) Draft a workplan that will describe the schedule for the completing the Deliverables described under Phase 1 and Phase 2 of the RFB, and include a contingency plan that the selected Bidder will comply with in case of unforeseen circumstances ("**Work Plan**").
- b) Draft a report after completing the analysis in sections 3.3.1 and 3.3.2 which includes, all the Deliverables as set out in sections 3.3.1 and 3.3.2 ("**Draft Report**").
- c) Provide the Draft Report to the Ministry for the Ministry's review and comments.
- d) Draft a report that includes the analysis required in sections 3.3.3, 3.3.4, 3.3.5 and 3.3.6 and incorporates the Ministry's comments on the Draft Report, into the revised Draft Report ("**Draft Final Report**") to the Ministry's satisfaction.
- e) Provide the Draft Final Report to the Ministry for the Ministry's review and comments and incorporate the Ministry's comments into the revised Draft Final Report ("**Final Report**").
- f) Provide the Final Report to the Ministry.
- g) Submit to the Ministry any analytical models prepared by the selected Bidder and used to undertake this Study.

3.3.9 Report Timelines

Phase 1

In Phase 1, the selected Bidder will be required to provide reports to the Ministry as per the following timetable:

Report	Due Date
Project Work Plan (section 3.3.8(a))	December 5, 2014
Draft Report (section 3.3.8(b))	January 26, 2015
Draft Final Report (section 3.3.8(d))	February 23, 2015
Final Report (section 3.3.8(f))	March 23, 2015

Phase 2

In Phase 2, the selected Bidder will be required to provide reports to the Ministry as per the following timetable: WEEE Report	Due Date
Project Work Plan (section 3.3.8(a))	April 15, 2015*
Draft Report (section 3.3.8(b))	May 13, 2015*
Draft Final Report (section 3.3.8(d))	June 10, 2015*
Final Report (section 3.3.8(f))	July 8, 2015*

Carpets, Furniture, Mattresses Report	Due Date
Project Work Plan (section 3.3.8(a))	June 22, 2015*
Draft Report (section 3.3.8(b))	July 20, 2015*
Draft Final Report (section 3.3.8(d))	August 17, 2015*
Final Report (section 3.3.8(f))	September 14, 2015*

Construction & Demolition Report	Due Date
Project Work Plan (section 3.3.8(a))	August 31, 2015*
Draft Report (section 3.3.8(b))	September 28, 2015*
Draft Final Report (section 3.3.8(d))	October 26, 2015*
Final Report (section 3.3.8(f))	November 23, 2015*

* Tentative dates

3.3.10 Format of Reports

The selected Bidder will be required to submit all versions of the project Workplan, Draft Report, Draft Final Report and Final Report to the Ministry in four hard copies as well as in an electronic format (e.g. Microsoft Word document, Microsoft Excel spreadsheet).

3.3.11 Reporting Relationships

Six progress meetings in person or by conference calls with the selected Bidder will be held, including a meeting at project start date, for Phase 1 and for each of the Phase 2 Materials, or as required.

Generally, meetings will either take place at the Ministry's offices in Toronto and/or via teleconference. In either case, all relevant materials must be shared by the selected Bidder to the Ministry electronically no later than 48 hours prior to the meeting.

The selected Bidder could propose an alternate schedule to achieve the Deliverables.

4 PART 4 - EVALUATIONS

4.1 Overview of the Evaluation Process

There are three (3) stages in the evaluation process.

4.1.1 Stage 1 - Qualification Response Evaluation

In this stage the Bid will be reviewed to ensure that all mandatory requirements have been met. If the Bid does not meet all mandatory requirements included in the Appendix C.1 – Form of Offer it may be disqualified from the RFB process. If the Bid does meet the mandatory requirements the Bid will move to the next stage (Stage 2).

4.1.2 Stage 2 - Technical Response Evaluation

This stage will consist of a scoring of each qualified Bid from Stage 1 on the basis of the Technical Response contained in the Appendix C.3 - Rated Requirements Form to determine the total score for this Stage 2.

Bid must receive a score of 40 (“Minimum Score Threshold”) out of a total maximum 70 points to be considered for the next stage of this RFB process. Bids that do not meet or exceed the Minimum Score Threshold will not be considered further.

4.1.3 Stage 3 - Commercial Response Evaluation

In this stage the Commercial Response contained in the Appendix C.4 - Pricing Form will be evaluated to determine the total pricing score using a relative formula for the pricing set out in the Appendix C.4 - Pricing Form.

Each eligible Bidder will receive a percentage of the total possible points allocated to price by dividing the lowest Bid price by the Bidder’s Bid price. For example, if the lowest Bid price is \$120.00, that Bidder receives 100% of the possible points (120/120 = 100%), a Bidder who bids \$150.00 receives 80% of the possible points (120/150 = 80%) and a Bidder who bids \$240.00 receives 50% of the possible points (120/240 = 50%).

$(\text{Lowest Bid price}) \div (\text{Bidder's Bid price}) \times \text{Total available points} = \text{Pricing Score for the Bid}$

4.2 Cumulative Score and Selection of Highest Scoring Bidder

Once the Commercial Response is evaluated, all scores from the previous stages will be added and, subject to security screening (if required), satisfactory reference checks, tax compliance verification from the Ministry of Finance and the express and implied rights of the Ministry, the highest scoring Bidder will be selected to enter into the Agreement attached to this RFB.

4.3 Allocation of Points

The following is an overview of the categories and weighting for the evaluation:

Stage 2 - Technical Response Evaluation	Weighting (Points)
Proposed Approach	40 point maximum
Understanding of Components, Complexity and Context	20 points
Data Compilation, Modelling, Methodology and Analysis	20 points
Capabilities	30 point maximum
Project Schedule, Timeline and Contingency Planning	15 points
Proponents Proposed Team and Related Knowledge and Expertise with Respect to Supporting Similar Assignments	15 points
Bid must receive a score of 40 ("Minimum Score Threshold") out of a total maximum 70 points to be considered for the next stage (Stage 3) of this RFB process. Bids that do not meet or exceed the Minimum Score Threshold will not be considered further.	
Stage 3 - Commercial Response Evaluation	30 point maximum
Price Evaluation	30 points
Total Points	100 points

4.4 Process to Sign the Agreement

Bidder(s) asked to sign the Agreement following the evaluation process will be sent a selection letter along with copies of the Agreement to sign and return within the time limit provided. Other documentation that may be requested at that time includes:

- proof of insurance as outlined in the Agreement;
- proof of W.S.I.B. coverage as outlined in the Agreement;
- proof of tax compliance as outlined in Appendix C.1 - Form of Offer; and
- other documents as required in the selection letter.

[End of Part 4]

5 PART 5 - TERMS AND CONDITIONS

5.1 Terms and Conditions

The terms and conditions, excepting any supplementary terms and conditions, are set out in this Part 5.

5.1.1 Bidder Representations and Warranties

By submitting a Bid for consideration, the Bidder in each case, agrees, confirms or warrants as follows:

to be bound to their Bid;

that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the bid or performance of the contemplated contract other than those disclosed in the Form of Offer. Where the Ministry discovers a Bidder's failure to disclose all actual or potential Conflicts of Interest, the Ministry may disqualify the Bidder or terminate any contract awarded to that Bidder pursuant to this procurement process;

that it has accepted the provisions of this RFB and has prepared its bid with reference to all of the provisions of the RFB including the attached Form of Agreement and has factored all of those provisions, including the insurance requirements, into its pricing assumptions and calculations and into the proposed costs indicated in the Pricing Form; and

that its Bid was arrived at separately and independently, without conspiracy, collusion or fraud. See the [Competition Bureau of Canada](#) for further information.

5.1.2 General Instructions and Requirements

5.1.2.1 Bidders to Follow Instructions

Bidders should structure their Bids in accordance with the instructions in this RFB. Where information is requested in this RFB, any response made in a Bid should reference the applicable section numbers of this RFB where that request was made.

5.1.2.2 Conditional Bids May be Disqualified

A Bidder who submits conditions, options, variations or contingent statements to the terms set out in the RFB including the Form of Agreement, either as part of its Bid or after receiving notice of selection, may be disqualified. The Ministry acknowledges the need to add transaction-specific particulars to the Form of Agreement but the Ministry will not otherwise make material changes to the Form of Agreement.

5 PART 5 - TERMS AND CONDITIONS

5.1.2.3 Bidders to Obtain RFB Only Through BravoSolution

This RFB is available only through BravoSolution at ontariotenders.bravosolution.com, the electronic tendering system used by the Province of Ontario. For further information about BravoSolution call 1-866-722-7390 or email eTenderhelp_CA@bravosolution.com

A Bidder who has not obtained this RFB through BravoSolution may have its Bid disqualified unless the Ministry can verify, to its satisfaction, that the document being bid on is the one issued by the Ministry.

5.1.2.4 Bids in English

All Bids are to be in English only. Any Bids received by the Ministry that are not entirely in the English language may be disqualified.

5.1.2.5 Ministry's Information in RFB Only an Estimate

The Ministry and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFB or issued by way of addenda. Any quantities shown or data contained in this RFB or provided by way of addenda are estimates only and are for the sole purpose of indicating to Bidders the general size of the work.

It is the Bidder's responsibility to avail itself of all information necessary to prepare a Bid in response to this RFB.

5.1.2.6 Bidders Shall Bear Their Own Costs

The Bidder shall bear all costs associated with or incurred in the preparation and presentation of its Bid including but not limited to, if applicable, costs incurred for interviews or demonstrations.

5.1.2.7 No Guarantee of Volume of Work or Exclusivity of Contract

The Ministry makes no guarantee of the value or volume of work to be assigned to the selected Bidder. The Agreement executed with the selected Bidder will not be an exclusive contract for the provision of the described Deliverables. The Ministry may contract with others for the same or similar Deliverables to those described in this RFB or may obtain the same or similar Deliverables internally.

5.1.2.8 RFB Terms

The terms and conditions of this RFB are found exclusively and solely in the documents described under the definition of "Contract" in the Form of Agreement attached to this RFB and therefore, unless expressly stated otherwise in this RFB, no other terms and conditions, written or oral, create rights or obligations that apply to this RFB.

5 PART 5 - TERMS AND CONDITIONS

5.1.2.9 Accessibility Obligations

The Province of Ontario is committed to the highest possible standard for accessibility. Supplier(s) are responsible for complying with the requirements under the *Ontario Human Rights Code*, the *Ontarians with Disabilities Act, 2001* and *Accessibility for Ontarians with Disabilities Act, 2005* ("**AODA**") and its regulations. In circumstances where Suppliers are providing a service to the public on behalf of the Ministry, they may need to follow Ministry direction to ensure Ministry compliance with the AODA and its regulations (such as the Accessibility Standards for Customer Service, and the Integrated Accessibility Standards Regulation).

5.1.2.10 Trade Agreements

Bidders should note that procurements falling within the scope of:

- (a) Chapter 5 of the Agreement on Internal Trade ("**AIT**");
- (b) the Trade and Cooperation Agreement between Ontario and Quebec ("**Ontario/Quebec**"); or
- (c) the Agreement between the Government of Canada and the Government of the United States of America on Government Procurement ("**GPA**")

are subject, respectively, to that chapter or those agreements but that the rights and obligations of the parties shall be governed by the specific terms of each particular RFB. In any event of the preceding, all rights under each of those trade agreements, wherever prosecuted, shall be limited to the remedies available in each. For further reference please see: (for the AIT) the [Internal Trade Secretariat](#) website; (for Ontario/Quebec) the [Ontario Ministry of Economic Development and Trade](#) website; and (for the GPA) the [Canadian Federal Government](#) website.

5.1.2.11 Green Bids

In keeping with the Ministry's efforts to reduce environmental footprints, Bidders are encouraged to use the most eco-friendly option in preparing their Bid. This includes printing hard copies of the Bid on both sides of the paper, avoiding colour printing where possible and the use of paper that is: (1) certified by one of the following three standards: the Forest Stewardship Council, the Canadian Standards Association, or the Sustainable Forest Initiative; (2) 100% post-consumer waste recycled; and (3) chlorine-free.

Bidders are also encouraged to avoid the use of unnecessary binder coverings. The use of binders can add unnecessary weight to packages which can increase the difficulty of file movement, processing, and storage. Unless other binding materials are necessary or important, Bidders are encouraged to bind each Bid copy using a staple.

5 PART 5 - TERMS AND CONDITIONS

5.1.3 Communication after Issuance of RFB

5.1.3.1 All New Information to Bidders by way of Addenda

This RFB may only be amended by an addendum in accordance with this section. If the Ministry, for any reason, determines that it is necessary to provide additional information relating to this RFB, such information will be communicated to all Bidders by addenda by way of BravoSolution. Each addendum shall form an integral part of this RFB.

Such addenda may contain important information including significant changes to this RFB. Bidders are responsible for obtaining all addenda issued by the Ministry.

Bidders who intend to respond to this RFB are requested not to cancel the receipt of addenda or amendments option provided by BravoSolution, since they must obtain through BravoSolution all of the information documents that are issued through BravoSolution.

In the event that a Bidder chooses to cancel the receipt of addenda or amendments, its Bid may be rejected.

5.1.3.2 Post-Deadline Addenda and Extension of RFB Closing Date

The Ministry may, at its discretion, issue an addendum after the deadline for issuing addenda and may also then extend the RFB Closing Date for a reasonable amount of time.

5.1.3.3 Ministry May Verify Information or Seek Clarification and Incorporate Response into Bid

The Ministry reserves the right, but is not obliged, to verify or seek clarification and supplementary information relating to the verification or clarification from Bidders after the RFB Closing Date including those related to an ambiguity in a Bid or in any statement made subsequently during the evaluation process. The response received by the Ministry from a Bidder shall, if accepted by the Ministry, form an integral part of that Bidder's Bid. However, Bidders are cautioned that any verifications or clarifications sought will not be an opportunity either to correct errors or change their Bids in any substantive manner.

Verifications or clarifications under this subsection may be made by whatever means the Ministry deems appropriate and may include contacting,

- (a) any person identified in the Bid; and
- (b) persons or entities other than those identified by any Bidder.

In submitting a Bid, a Bidder is deemed to consent to the Ministry's verification or clarification rights.

5 PART 5 - TERMS AND CONDITIONS

In the event that the Ministry receives information at any stage of the evaluation process which results in earlier information provided by the Bidder being deemed by the Ministry to be inaccurate, incomplete or misleading, the Ministry reserves the right to revisit the Bidder's compliance with the mandatory requirements and/or adjust the scoring of rated requirements.

5.1.4 Bid Process Requirements

5.1.4.1 Bids must be submitted on time at prescribed location

Bids must be submitted at the location set out in the Bid Submission Label before the RFB Closing Date. Bids submitted after this point in time will be deemed late, disqualified and returned to the Bidder. For the purpose of calculating time, the Ministry clock at the prescribed location for submission shall govern.

5.1.4.2 Bid Irrevocable after RFB Closing Date

Bids shall remain irrevocable in the form submitted by the Bidder for the period set out in Part 1 of this RFB running from the moment that the RFB Closing Date has lapsed.

5.1.4.3 Bidders to Review RFB

Bidders shall promptly examine all of the documents comprising this RFB and:

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing by e-mail on or before the Bidder's deadline for questions to the Contact set out at Part 1 of this RFB. All questions submitted by Bidders by email to the Contact shall be deemed to be received once the e-mail has entered into the Contact's email inbox. No such communications are to be directed to anyone other than the Contact. The Ministry is under no obligation to provide additional information but may do so at its sole discretion.

It is the responsibility of the Bidder to seek clarification from the Contact on any matter it considers to be unclear. The Ministry shall not be responsible for any misunderstanding on the part of the Bidder concerning this RFB or its process.

5.1.4.4 No Incorporation by Reference by Bidder

The entire content of the Bid should be submitted in a fixed form and the content of web sites or other external documents referred to in the Bid will not be considered to form part of its Bid.

5 PART 5 - TERMS AND CONDITIONS

5.1.4.5 Amending or Withdrawing Bids Prior to RFB Closing Date

At any time prior to the RFB Closing Date, a Bidder may amend or withdraw a submitted Bid by sending a notice of amendment or withdrawal to the Contact. The right of Bidders to amend or withdraw includes amendments or withdrawals wholly initiated by Bidders and amendments or withdrawals in response to subsequent information provided by addenda.

Any amendment should clearly indicate what part of the Bid the amendment is intending to replace.

5.1.4.6 Bid to be Retained by the Ministry

Except for those Bids submitted past the RFB Closing Date, the Ministry will not return any Bid or accompanying documentation submitted by a Bidder including amended or withdrawn bids.

5.1.5 Execution of Agreement, Notification and Debriefing

5.1.5.1 Selection of Bidder

The Ministry anticipates that it will select a Bidder within the irrevocable period. Notice of selection by the Ministry will be in writing. The Preferred Bidder shall execute the Agreement in the form attached to this RFB and satisfy any other applicable conditions of this RFB within the period of time set out to do so in Part 1 of this RFB. This provision is solely to the benefit of the Ministry and may be waived by the Ministry at its sole discretion.

Bidders are reminded that there is a question and answer period available if they wish to ask questions or seek clarification about the terms and conditions set out in the Form of Agreement. The Ministry will consider such requests for clarification in accordance with its right to do so under this RFB.

5.1.5.2 Failure to Enter Into Agreement

In addition to all of the Ministry's other remedies, if a selected Bidder fails to execute the Agreement or satisfy any other applicable conditions within the period of time set out to do so in Part 1 of this RFB following the notice of selection, the Ministry may, in its sole discretion and without incurring any liability, rescind the selection of that Bidder and proceed with the selection of another Bidder.

5.1.5.3 Notification to Other Bidders of Outcome of Procurement Process

Once the selected Bidder and the Ministry execute the Agreement, the other Bidders will be notified by the Ministry in writing of the outcome of the procurement process, including the name of the selected Bidder, and the award of the contract to the selected Bidder.

5 PART 5 - TERMS AND CONDITIONS

5.1.5.4 Debriefing

Unsuccessful Bidders may request a debriefing after receipt of a notification of award. All requests must be in writing to the Contact and must be made within sixty (60) days of notification of award. The intent of the debriefing information session is to aid the Bidder in presenting a better Bid in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

5.1.5.5 Bid Dispute

Bidders are advised that a formal bid dispute process is available, the details for which are available from the Contact.

5.1.5.6 Prohibited Bidder Communications

Bidders shall address all questions and requests for clarification with respect to their Bids, or the RFB documents or the RFB process only to the Contact set out at Part 1 of this RFB.

Bidders shall not contact or make any attempt to contact,

- (a) any Ontario government employee or representative, other than the Ministry Contact; or,
- (b) any other Bidder

with respect to a Bid, the RFB documents, or the RFB process, at any time during the RFB process.

Without limiting the generality of the above, Bidders, shall not contact or attempt to contact,

- (a) any member of the Ministry evaluation team for the RFB;
- (b) any expert or advisor assisting the Ministry evaluation team;
- (c) any staff of the Premier of Ontario's office or the Ontario Cabinet Office;
- (d) any Member of the Ontario Provincial Parliament or his or her staff or advisors; or
- (e) any Member of the Ontario Provincial Cabinet or their staff or advisors,

on matters related to their Bids, the RFB documents, or the RFB process at any time during the RFB process.

5.1.5.7 Bidder Not to Make a Public Statement or Communicate With Media

A Bidder may not at any time directly or indirectly make a public statement or communicate with the media in relation to this RFB or any contract awarded pursuant to this RFB without first obtaining the written permission of the Contact. Where a Bidder makes a communication contrary to this section the Ministry may disclose such information necessary to correct any inaccuracy of information.

5 PART 5 - TERMS AND CONDITIONS

5.1.5.8 Confidential Information of Ministry

All information provided by or obtained from the Ministry in any form in connection with this RFB either before or after the issuance of this RFB:

- (a) is the sole property of the Ministry and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFB and the performance of any subsequent Contract;
- (c) must not be disclosed without prior written authorization from the Ministry; and
- (d) shall be returned by the Bidders to the Ministry immediately upon the request of the Ministry.

5.1.5.9 Freedom of Information and Protection of Privacy Act

The *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, as amended, applies to information provided to the Ministry by a Bidder. A Bidder should identify any information in its Bid or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Ministry. The confidentiality of such information will be maintained by the Ministry, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their Bids will, as necessary, be disclosed on a confidential basis, to the Ministry's advisers retained for the purpose of evaluating or participating in the evaluation of their Bids.

By submitting any Personal Information requested in this RFB, Bidders are agreeing to the use of such information as part of the evaluation process, for any audit of this procurement process and for contract management purposes. Where the Personal Information relates to an individual assigned by the selected Bidder to provide the Deliverables, such information may be used by the Ministry to compare the qualifications of such individual with any proposed substitute or replacement. If a Bidder has any questions about the collection and use of Personal Information pursuant to this RFB, questions are to be submitted to the Contact in accordance with the Bidders to Review RFB section.

5.1.6 Reserved Rights and Governing Law

5.1.6.1 Reserved Rights of the Ministry

The Ministry reserves the right to:

- (a) make public the names of any or all Bidders; the name of the selected Bidder(s); and, the total price for the contract awarded;
- (b) request written clarification or the submission of supplementary written information in relation to the clarification request from any Bidder and incorporate a Bidder's response to that request for clarification into the Bidder's Bid;

5 PART 5 - TERMS AND CONDITIONS

(c) assess a Bidder's Bid on the basis of:

- (i) a financial analysis determining the actual cost of the Bid when considering factors including transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
- (ii) information provided by references;
- (iii) the Bidder's past performance on previous contracts awarded by the Government of Ontario;
- (iv) the information provided by a Bidder pursuant to the Ministry exercising its clarification rights under this RFB process; or
- (v) other relevant information that arises during this RFB process;

(d) waive non-compliance where, in the Ministry's sole discretion, such non-compliance is minor and not of a material nature, or to accept or reject in whole or in part any or all Bids, with or without giving notice. Such minor non-compliance will be deemed substantial compliance and capable of acceptance. The Ministry will be the sole judge of whether a Bid is accepted or rejected;

(e) verify with any Bidder or with a third party any information set out in a Bid;

(f) check references other than those provided by any Bidder;

(g) disqualify any Bidder whose Bid contains misrepresentations or any other inaccurate or misleading information; disqualify any Bidder or the Bid of any Bidder who has engaged in conduct prohibited by this RFB;

(h) make changes, including substantial changes, to this RFB provided that those changes are issued by way of addenda in the manner set out in this RFB;

(i) select any Bidder other than the Bidder whose Bid reflects the lowest cost to the Ministry or the highest score;

(j) cancel this RFB process at any stage;

(k) cancel this RFB process at any stage and issue a new RFB for the same or similar Deliverables;

(l) accept any Bid in whole or in part; or

(m) reject any or all Bids;

and these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and the Ministry shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Bidder or any third party resulting from the Ministry exercising any of its express or implied rights under this RFB.

5 PART 5 - TERMS AND CONDITIONS

By submitting its Bid, the Bidder authorizes the collection by the Ministry of the information set out under (e) and (f) in the manner contemplated in those subparagraphs.

5.1.7 Governing Law of RFB Process

This RFB process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

5.2 Supplementary Terms and Conditions

No additional terms

[End of Part 5]

APPENDIX A - DEFINITIONS

The following definitions are applicable to this RFB.

Unless otherwise specified in this RFB, capitalized words and phrases have the meaning set out in Appendix B - Form of Agreement to this RFB.

“Accessible” means that which can be easily reached or obtained; a facility that can be easily entered; posing no obstacles to persons with a disability;

“Accessibility” means a general term which is used to describe the degree of ease that something (e.g., device, service, and environment) can be used and enjoyed by persons with a disability. The term implies conscious planning, design and/or effort to ensure it is barrier-free to persons with a disability, and by extension, usable and practical for the general population as well;

“Bid” means all documentation submitted by a Bidder in response to the RFB or in respect of the RFB;

“RFB Closing Date” means the Bid submission date and time as set out in this RFB and as may be amended from time to time in accordance with the terms of the RFB;

“Bidder” means the legal entity that submits a Bid in response to this RFB;

“Commercial Response” means the documents set out in Section 2.1 and includes Appendix C.4 - Pricing Form;

“Contact” means the person listed in Section 1.2.

“Deliverable” means all product/services and work to be provided or performed by the Vendor, pursuant to the Agreement entered into, if any, pursuant to this RFB and includes everything that is necessary to be supplied, done or delivered by the Vendor.

“Ministry” means Her Majesty the Queen in right of Ontario as represented by the Ministry of the Environment and Climate Change;

“Preferred Bidder” means the Bidder (or Bidders in the case of a multiple vendor opportunity) who has the highest cumulative score at the conclusion of the evaluation process set out in Part 4.

“Qualification Response” means the documents set out in Section 2.1 and includes the Appendix C.1 - Form of Offer and the Appendix C.2 - Reference Form.

“Technical Response” means the documents set out in Section 2.1 and includes the Appendix C.3 - Rated Requirements Form.

“Vendor” means the entity that is selected to provide goods or services to the Ministry.

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Schedule 1

(Schedule of Deliverables, Rates and Supplementary Provisions)

Agreement

This Agreement (the “**Agreement**”), made in triplicate, for ****insert name of Deliverables**** is effective as of ****insert start date for the Term**** (“**Effective Date**”),

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of the Environment and Climate Change

(referred to as the “**Ministry**”)

And:

****insert Legal Name of Supplier****

(referred to as the “**Supplier**”)

In consideration of their respective agreements set out below, the parties covenant and agree as follows:

Article 1 – Interpretation and General Provisions

1.01 Defined Terms

When used in the Agreement, the following words or expressions have the following meanings:

“**Authorities**” and “**Authority**” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Contract;

“**Bid**” means all the documentation submitted by the Supplier in response to the RFB;

“**Business Day**” means any working day, Monday to Friday inclusive, but excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day which the Ministry has elected to be closed for business;

“**Client**” means any entity falling within the Ontario Public Service;

“**Conflict of Interest**” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFB process, the Bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of its Bid that is confidential to the Crown and not available to other Bidders; (ii) communicating with any person with a view to influencing preferred treatment in the RFB process including the giving of a benefit of any kind, by or on behalf of the Bidder to anyone employed by, or otherwise connected with, the Ministry; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFB process and render that process non-competitive and unfair; or
- (b) in relation to the performance of its contractual obligations in a Crown contract, the Supplier's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

“Contract” means the aggregate of: (a) the Agreement, including Schedule 1 (Schedule of Deliverables, Rates and Supplementary Provisions), and any other schedule attached at the time of execution; (b) the RFB, including any addenda; (c) the Bid; and (d) any amendments executed in accordance with the terms of the Agreement;

“Deliverables” and **“Deliverable”** means everything developed for or provided to the Ministry in the course of performing under the Contract or agreed to be provided to the Ministry under the Contract by the Supplier or the Supplier's Personnel, as further defined, but not limited by Schedule 1, including but not limited to any goods or services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided;

“Expiry Date” means [*insert date*] or, if the original term is extended, the final date of the extended term;

“FIPPA” means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended;

“Fiscal Year” means the period running from April 1 in one calendar year to, and including, March 31 in the next calendar year;

“Fixed Price Services” means the portion of the Deliverables for which the fees payable to the Supplier are on a fixed price basis, and for greater certainty, “fixed” in relation to the Contract price means not subject to adjustment on the basis of the Supplier's costs in respect of provision of the Deliverables;

“Indemnified Parties” means each of the following and their directors, officers, advisors, agents, appointees and employees: Ontario and the members of the Executive Council of Ontario;

“Industry Standards” include, but are not limited to (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in Ontario and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Supplier establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by Her Majesty the Queen in right of Ontario;

“Intellectual Property” means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

"Losses" means liabilities, costs, damages and expenses (including legal, expert and consulting fees);

“Ministry Address” and **“Ministry Representative”** mean:

“Newly Created Intellectual Property” means any Intellectual Property created by the Supplier in the course of performance of its obligations under the Contract;

"Ontario" means Her Majesty the Queen in right of Ontario;

"Ontario Public Service" and **"OPS"** means the [entities listed under the heading Ontario Public Sector](#) on the Ministry of Government Services Internet site, as amended from time to time.

“OPS Confidential Information” means all information of the Ontario Public Service that is of a confidential nature, including all confidential information in the custody or control of the OPS, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Supplier in connection with the Agreement. For greater certainty, OPS Confidential Information shall:

(a) include: (i) all new information derived at any time from any such information whether created by the OPS, the Supplier or any third-party; (ii) all information (including Personal Information) that the OPS is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but

(b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Supplier of any duty of confidentiality owed by the Supplier to the OPS or to any third-party; (ii) the Supplier can demonstrate to have been rightfully obtained by the Supplier, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Supplier free of any obligation of confidence; (iii) the Supplier can demonstrate to have been rightfully known to or in the possession of the Supplier at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Supplier; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law;

“Person” if the context allows, includes any individuals, firms, partnerships or corporations or any combination thereof;

“Personal Information” means recorded information about an identifiable individual or that may identify an individual;

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding;

“Procurement Card” means the corporate charge card(s) used by the Ministry, as may be changed from time to time;

“Procurement Card Protocols” means the manner in which the Supplier is required to process any payments under the Contract that the Ministry elects to make by way of Procurement Card, which shall include the requirement to: (a) collect the authorized employee's name, the abbreviated Ministry name, the expiry date, and the employee's authorization; (b) contact the financial institution identified on the Procurement Card each time the Procurement Card is used for payment; (c) receive payment from the financial institution named on the Procurement Card once that institution authorizes payment; and (d) bear the cost of any and all charges relating to the use of the Procurement Card, including the financial institution's charges for payment through the Procurement Card;

“Rates” and **“Rate”** means the applicable price, in Canadian funds, to be charged for the applicable Deliverables, as set out in Schedule 1, representing the full amount chargeable by the Supplier for the provision of the Deliverables, including but not limited to: (a) all applicable duties and taxes; (b) all labour and material costs; (c) all travel and carriage costs; (d) all permit, licence and approval costs (e) all insurance costs; and (f) all other overhead including any fees or other charges required by law;

“Record”, for the purposes of the Contract, means any recorded information in the custody or control of the Ministry, including any Personal Information, in any form: (a) provided by the Ministry to the Supplier, or provided by the Supplier to the Ministry, for the purposes of the Contract; or (b) created by the Supplier in the

performance of the Contract; and shall exclude any information specifically described in Schedule 1;

“Requirements of Law” mean all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorisations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them;

“RFB” means the Request for Bids dated [*insert date*], for [*insert date*], issued by the Ministry for the Deliverables and any addenda to it;

“Subcontractors” means in the case of each party, any contractor of that party or any of its subcontractors at any tier of subcontracting;

“Supplier Address” and **“Supplier Representative”** mean:

insert address

Supplier Representative: **fill in**

Telephone: **fill in**

Facsimile: **fill in**

E-mail: **fill in**

“Supplier’s Intellectual Property” means Intellectual Property owned by the Supplier prior to its performance under the Contract or created by the Supplier during the Term of the Contract independently of the performance of its obligations under the Contract;

“Supplier’s Personnel” includes the directors, officers, employees, agents, partners, affiliates volunteers or Subcontractors of the Supplier;

“Term” means the period of time from the Effective Date up to and including the earlier of: (i) the Expiry Date or (ii) the date of termination of the Contract in accordance with its terms;

“Third-Party Intellectual Property” means any Intellectual Property owned by a party other than Ontario or the Supplier;

“Time and Materials Services” means the portion of the Deliverables for which the fees payable to the Supplier are on a time and materials basis pursuant to the Rates and adjustments (if any) set forth in the Contract.

1.02 No Indemnities from Ministry

Notwithstanding anything else in the Contract, any express or implied reference in any document (including subcontracts) related to the Deliverables under the Contract, to the Ministry providing an indemnity or any other form of

indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of Ontario, whether at the time of execution of the Agreement or at any time during the Term, shall be void and of no legal effect.

1.03 Entire Agreement

The Contract embodies the entire agreement between the parties with regard to the provision of Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Deliverables, existing between the parties at the date of execution of the Agreement.

1.04 Severability

If any term or condition of the Contract, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

1.05 Interpretive Value of Contract Documents

In the event of a conflict or inconsistency in any provisions in the Contract: (a) the main body of the Agreement shall govern over the Schedules to the Agreement; (b) the Agreement (including its Schedules) shall govern over the RFB and the Bid; and (c) the RFB shall govern over the Bid.

1.06 Interpretive Value of Headings

The headings in the Contract are for convenience of reference only and in no manner modify, interpret or construe the Contract.

1.07 Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under the Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such

termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

1.08 Notices by Prescribed Means

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery, email or facsimile and shall be addressed to, respectively, the Ministry Address to the attention of the Ministry Representative and to the Supplier Address to the attention of the Supplier Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery, email or facsimile one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery, email or by facsimile. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this section.

1.09 Governing Law

The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties hereby agree that any dispute arising out of or in relation to the Contract shall be determined in Ontario.

1.10 Currency

All references to currency in the Agreement shall be to Canadian dollars.

Article 2 – Nature of Relationship Between Ministry and Supplier

2.01 Supplier's Power to Contract

The Supplier represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other Person, which would in any way interfere with the rights of the Ministry under the Contract.

2.02 Representatives May Bind the Parties

The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

2.03 Supplier Not a Partner, Agent or Employee

The Supplier shall have no power or authority to bind the Ministry or to assume or create any obligation or responsibility, express or implied, on behalf of the Ministry. The Supplier shall not hold itself out as an agent, partner or employee of the Ministry. Nothing in the Contract shall have the effect of creating an employment, partnership or agency relationship between the Ministry and the Supplier (or any of the Supplier's Personnel) or constitute an appointment under the *Public Service of Ontario Act, 2006, S.O. 2006, c. 35, Schedule A*, as amended.

2.04 Responsibility of Supplier

The Supplier agrees that it is liable for its acts and those of the Supplier's Personnel. This section is in addition to any and all of the Supplier's liabilities under the Contract and under the general application of law. The Supplier shall advise these individuals and entities of their obligations under the Contract and shall ensure their compliance with the applicable terms of the Contract. This section shall survive the termination or expiry of the Contract.

2.05 No Subcontracting or Assignment

The Supplier shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent of the Ministry. Such consent shall be in the sole discretion of the Ministry and subject to the terms and conditions that may be imposed by the Ministry. Without limiting the generality of the conditions which the Ministry may require prior to consenting to the Supplier's use of a Subcontractor, every contract entered into by the Supplier with a Subcontractor shall adopt all of the terms and conditions of the Contract as far as applicable to those parts of the Deliverables provided by the Subcontractor. Nothing contained in the Contract shall create a contractual relationship between the Supplier's Personnel and the Ministry.

2.06 Duty to Disclose Change of Control

In the event that the Supplier undergoes a change in control the Supplier shall immediately disclose such change in control to the Ministry and shall comply with any terms and conditions subsequently prescribed by the Ministry resulting from the disclosure.

2.07 Conflict of Interest

The Supplier shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the Ministry without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the Ministry to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the Ministry may immediately terminate the Contract upon giving notice to the Supplier where: (a) the Supplier fails to disclose an actual or potential Conflict of Interest; (b) the Supplier fails to comply with any requirements prescribed by the Ministry to resolve a Conflict of Interest; or (c) the Supplier's Conflict of Interest cannot be resolved. This section shall survive any termination or expiry of the Contract.

2.08 Contract Binding

The Contract shall ensure to the benefit of and be binding upon the parties and their successors, executors, administrators and their permitted assigns.

Article 3 – Performance by Supplier

3.01 Commencement of Performance

The Supplier shall commence performance upon receipt of written instructions from the Ministry.

3.02 Performance Warranty

The Supplier hereby represents and warrants that the Deliverables shall be provided fully and diligently in a professional and competent manner by Persons qualified and skilled in their occupations and furthermore that all Deliverables will be provided in accordance with: (a) the Contract; (b) Industry Standards; and (c) Requirements of Law. If any of the Deliverables, in the opinion of the Ministry, are inadequately provided or require corrections, the Supplier shall forthwith make the necessary corrections at its own expense as specified by the Ministry in a rectification notice issued pursuant to Section 8.02.

3.03 Use and Access Restrictions

The Supplier acknowledges that unless it obtains specific written preauthorization from the Ministry, any access to or use of OPS property, technology or information that is not necessary for the performance of its contractual obligations with the Ministry is strictly prohibited. The Supplier further acknowledges that the Ministry may monitor the Supplier to ensure compliance with this section. This section is in addition to and shall not limit any other obligation or restriction placed upon the Supplier.

3.04 Notification by Supplier to Ministry

During the Term, the Supplier shall advise the Ministry promptly of: (a) any contradictions, discrepancies or errors found or noted in the Contract; (b) supplementary details, instructions or directions that do not correspond with those contained in the Contract; and (c) any omissions or other faults that become evident and should be corrected in order to provide the Deliverables in accordance with the Contract and Requirements of Law.

3.05 80% Notice

The Supplier shall notify the Ministry immediately upon (i) having expended or committed eighty percent (80%) of the maximum fee set out in Section B.1 of Schedule 1 in the case of Fixed Price Services or (ii) completion of eighty percent (80%) of the Deliverables, in the case of Time and Materials Services.

3.06 Condonation Not a Waiver

Any failure by the Ministry to insist in one or more instances upon strict performance by the Supplier of any of the terms or conditions of the Contract shall not be construed as a waiver by the Ministry of its right to require strict performance of any such terms or conditions, and the obligations of the Supplier with respect to such performance shall continue in full force and effect.

3.07 Changes By Written Amendment Only

Any changes to the Contract shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment.

3.08 Supplier to Comply With Reasonable Change Requests

The Ministry may, in writing, request changes to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Supplier shall comply with all reasonable Ministry change requests and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the Supplier is unable to comply with the change request, it shall promptly notify the Ministry and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the parties.

3.09 Pricing for Requested Changes

Where a Ministry change request includes an increase in the scope of the previously contemplated Deliverables, the Ministry shall set out, in its change request, the proposed prices for the contemplated changes. Where the Rates in effect at the time of the change request:

- (a) include pricing for the particular type of goods or services contemplated in the change request, the Supplier shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates; or
- (b) are silent to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated between the Ministry and the Supplier within a reasonable period of time;

and in any event, such change request shall not become effective until a written amendment reflecting the change has been executed by the parties.

3.10 Non-Exclusive Contract, Work Volumes

The Supplier acknowledges that it is providing the Deliverables to the Ministry on a non-exclusive basis. The Ministry makes no representation regarding the volume of goods and services required under the Contract. The Ministry reserves the right to contract with other parties for the same or similar goods and services as those provided by the Supplier and reserves the right to obtain the same or similar goods and services internally.

3.11 Performance by Specified Individuals Only

The Supplier agrees that to the extent that specific individuals are named in the Contract as being responsible for the provision of the Deliverables, only those individuals shall provide the Deliverables under the Contract. The Supplier shall not replace or substitute any of the individuals named in the Contract without the prior written approval of the Ministry, which may not arbitrarily or unreasonably be withheld. Should the Supplier require the substitution or replacement of any of

the individuals named in the Contract, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual named in the Contract. The Supplier shall not claim fees for any replacement individual greater than the Rates established under the Contract.

3.12 Security Clearance

The Supplier shall, upon request from the Ministry, require those Persons providing services under the Agreement to submit to security checks and the Supplier may be required to obtain and pay for security clearance. Where such security checks are required the Ministry will provide information on how the Supplier can obtain them.

The Supplier shall provide to the Ministry, upon request, the names, addresses, dates of birth and consents of its Persons for whom security checks are required. The Supplier shall designate a chief security officer as the contact for this purpose. Any Person who is unable to obtain security clearance, or who refuses to consent to such security checks, shall not be permitted to perform services under the Agreement.

Security clearance may be suspended or revoked if any Person fails to maintain security clearance or security standards required pursuant to the Agreement. The Supplier shall notify the Ministry of any personnel changes, behaviours, or circumstances for which security clearance may require reconsideration.

Security clearance is not awarded in perpetuity. The Ministry may perform, or re-perform, security checks against any Person providing services under the Agreement at any time, and will notify the Supplier of this requirement.

The Supplier shall be considered in default of the Agreement if it fails to comply with the requirements of this section or if any security clearance results received by the Ministry are found, in the sole discretion of the Ministry, to be incompatible with the proper and impartial provision of the Deliverables in accordance with the terms and conditions of the Agreement.

3.13 Accessibility Requirements

The Supplier's delivery of the Deliverables shall comply with all applicable requirements, specifications and standards for accessibility established in accordance with the Ontario *Human Rights Code*, R.S.O. 1990, chapter H.19, the *Ontarians with Disabilities Act, 2001*, S.O. 2001, chapter 32, and the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, chapter 11, any regulations made thereto and any direction from the Ministry.

3.14 Ministry Rights and Remedies and Supplier Obligations Not Limited to Contract

The express rights and remedies of the Ministry and obligations of the Supplier set out in the Contract are in addition to and shall not limit any other rights and

remedies available to the Ministry or any other obligations of the Supplier at law or in equity.

Article 4 – Payment for Performance and Audit

4.01 Payment According to Contract Rates

The Ministry shall, subject to the Supplier's compliance with the provisions of the Contract, pay the Supplier for the Deliverables provided at the Rates established under the Contract.

4.02 Default Billing and Payment Process

Unless the parties expressly set out an alternative billing and payment process in Schedule 1, the following process shall govern:

- (a) the Supplier shall provide the Ministry with a monthly billing statement no later than ten (10) Business Days after the end of each month and that billing statement shall include: (i) the reference number assigned to the Contract by the Ministry; (ii) a brief description of the Deliverables provided for the relevant month; and (iii) taxes, if payable by the Ministry, identified as separate items;
- (b) the Ministry shall approve or reject the billing statement within fifteen (15) Business Days of receipt of the statement and in the event that the Ministry rejects the billing statement, it shall so advise the Supplier promptly in writing and the Supplier shall provide additional information as required by the Ministry to substantiate the billing statement;
- (c) each billing statement is subject to the approval of the Ministry before any payment is released and payment shall be made within thirty (30) Business Days of such approval; and
- (d) the Ministry may make payments under the Contract by way of Procurement Card and the Supplier shall accept and process any such payments in accordance with Procurement Card Protocols;

and any paragraph set out above that is not expressly replaced in Schedule 1 with an alternative provision shall remain in full force and effect.

4.03 Hold Back or Set Off

The Ministry may hold back payment or set off against payment if, in the opinion of the Ministry acting reasonably, the Supplier has failed to comply with any requirements of the Contract.

4.04 No Expenses or Additional Charges

There shall be no other charges payable by the Ministry under the Contract to the Supplier other than the Rates established under the Contract.

4.05 Payment and Collection of Taxes and Duties

The Supplier shall pay or charge and remit, as required, all applicable taxes, including excise taxes incurred by or on the Supplier's behalf with respect to the Contract.

4.06 Withholding Tax

The Ministry shall withhold any applicable withholding tax from amounts due and owing to the Supplier under the Agreement and shall remit it to the appropriate government in accordance with applicable tax laws. This section shall survive any termination or expiry of the Contract.

4.07 Interest on Late Payment

If a payment is in arrears through no fault of the Supplier, the interest charged by the Supplier, if any, for any late payment is subject to required approvals under the *Financial Administration Act*, R.S.O. 1990, chapter F-12 and shall not exceed the pre-judgment interest rate established under Section 127(2) of the *Courts of Justice Act*, R.S.O. 1990, chapter C.43, in effect on the date that the payment went into arrears.

4.08 Document Retention and Audit

For seven (7) years after the Expiry Date or any date of termination of the Contract, the Supplier shall maintain all necessary records to substantiate (a) all charges and payments under the Contract and (b) that the Deliverables were provided in accordance with the Contract and with Requirements of Law. During the Term, and for seven (7) years after the Term, the Supplier shall permit and assist the Ministry in conducting audits of the operations of the Supplier to verify (a) and (b) above. The Ministry shall provide the Supplier with at least ten (10) Business Days prior notice of its requirement for such audit. The Supplier's obligations under this section shall survive any termination or expiry of the Contract.

Article 5 – Confidentiality and *Freedom of Information and Protection of Privacy Act*

5.01 Confidentiality and Promotion Restrictions

Any publicity or publications related to the Contract shall be at the sole discretion of the Ministry. The Ministry may, in its sole discretion, acknowledge the Deliverables provided by the Supplier in any such publicity or publication. The Supplier shall not make use of its association with the Ministry without the prior written consent of the Ministry. Without limiting the generality of this section, the Supplier shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Contract unless it has first obtained the express written authorization to do so by the Ministry.

5.02 OPS Confidential Information

During and following the Term, the Supplier shall: (a) keep all OPS Confidential Information confidential and secure; (b) limit the disclosure of OPS Confidential

Information to only those of the Supplier's Personnel who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any OPS Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the Ministry and (ii) in respect of any OPS Confidential Information about any third-party, the written consent of such third-party; (d) provide OPS Confidential Information to the Ministry on demand; and (e) return all OPS Confidential Information to the Ministry before the end of the Term, with no copy or portion kept by the Supplier.

5.03 Restrictions on Copying

The Supplier shall not copy any OPS Confidential Information, in whole or in part, unless copying is essential for the provision of the Deliverables. On each copy made by the Supplier, the Supplier must reproduce all notices which appear on the original.

5.04 Injunctive and Other Relief

The Supplier acknowledges that breach of any provisions of this Article may cause irreparable harm to the Ministry or to any third-party to whom the Ministry owes a duty of confidence, and that the injury to the Ministry or to any third-party may be difficult to calculate and inadequately compensable in damages. The Supplier agrees that the Ministry is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Article.

5.05 Notice and Protective Order

If the Supplier or any of the Supplier's Personnel become legally compelled to disclose any OPS Confidential Information, the Supplier will provide the Ministry with prompt notice to that effect in order to allow the Ministry to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the Ministry and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Supplier will disclose only that portion of OPS Confidential Information which the Supplier is legally compelled to disclose, only to such Person or Persons to which the Supplier is legally compelled to disclose, and the Supplier shall provide notice to each such recipient (in co-operation with legal counsel for the Ministry) that such OPS Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Agreement and, if possible, shall obtain each recipient's written agreement to receive and use such OPS Confidential Information subject to those terms and conditions.

5.06 FIPPA Records and Compliance

The Supplier and the Ministry acknowledge and agree that FIPPA applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the Supplier agrees:

- (a) to keep Records secure;
- (b) to provide Records to the Ministry within seven (7) calendar days of being directed to do so by the Ministry for any reason including an access request or privacy issue;
- (c) not to access any Personal Information unless the Ministry determines, in its sole discretion, that access is permitted under FIPPA and is necessary in order to provide the Deliverables;
- (d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the Ministry;
- (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so;
- (f) to restrict access to Personal Information to those of the Supplier's Personnel who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized by the Ministry Representative to have such access for the purpose of providing the Deliverables;
- (g) to implement other specific security measures that in the reasonable opinion of the Ministry would improve the adequacy and effectiveness of the Supplier's measures to ensure the security and integrity of Personal Information and Records generally; and
- (h) that any confidential information supplied to the Ministry may be disclosed by the Ministry where it is obligated to do so under FIPPA, by an order of a court or tribunal or pursuant to a legal proceeding;

and the provisions of this section shall prevail over any inconsistent provisions in the Contract.

5.07 Survival

The provisions of this Article shall survive any termination or expiry of the Contract.

Article 6 – Intellectual Property

6.01 Ministry Intellectual Property

The Supplier agrees that all Ministry Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the Ministry to the Supplier shall remain the sole property of Ontario at all times.

6.02 Newly Created Intellectual Property

The Ministry shall be the sole owner of any Newly Created Intellectual Property. The Supplier irrevocably assigns to and in favour of the Ministry and the Ministry accepts every right, title and interest in and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time and irrevocably waives in favour of the Ministry all rights of integrity and other moral rights to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time.

6.03 Supplier Intellectual Property

Subject to Section 6.04, the Ministry agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the Supplier to the Ministry that is not: (i) Ministry Intellectual Property; (ii) Newly Created Intellectual Property or, (iii) Third Party Intellectual Property shall remain the sole property of the Supplier at all times.

6.04 Presumption Governing Intellectual Property Ownership

If the Supplier's Intellectual Property or Third Party Intellectual Property forms any part of the Deliverables, the Supplier shall notify the Ministry of such prior to the delivery of the particular Deliverable containing any such Supplier Intellectual Property or Third Party Intellectual Property. In the absence of any such notice, the presumption governing the Contract shall be that the Ministry is the sole owner of any Intellectual Property in any form contained in any of the Deliverables.

6.05 Supplier's Grant of Licence

To the extent that the Deliverables contain, in whole in part, Supplier Intellectual Property or Third Party Intellectual Property, the Supplier grants to the Ministry, including each Client, a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty free, fully paid up right and licence: (a) to use, modify, reproduce and distribute, in any form, those Deliverables; and (b) to authorize other Persons, including agents, contractors or sub-contractors, to do any of the former on behalf of the Ministry or a Client, the total consideration for which shall be payment of the Rates to the Supplier by the Ministry.

6.06 No Restrictive Material in Deliverables

The Supplier shall not incorporate into any Deliverables anything that would restrict the right of the Ministry or of any Client to modify, further develop or otherwise use the Deliverables in any way that the Ministry or the Client deems necessary, or that would prevent the Ministry or any Client from entering into any contract with any contractor other than the Supplier for the modification, further development of or other use of the Deliverables.

6.07 Supplier Representation and Warranty Regarding Third-Party Intellectual Property

The Supplier represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-Party Intellectual Property rights. The Supplier further represents and warrants that it has obtained assurances with respect to any Supplier Intellectual Property and Third-Party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived.

6.08 Assurances Regarding Moral Rights

At the request of the Ministry, at any time or from time to time, the Supplier shall execute and agrees to cause the Supplier's Personnel to execute an irrevocable written waiver of any moral rights or other rights of integrity in the applicable Deliverable(s) in favour of the Ministry, such waiver to be in a form acceptable to the Ministry, and which waiver may be invoked without restriction by any person authorized by the Ministry to use the Deliverables. The Supplier shall deliver such written waiver(s) to the Ministry within ten (10) Business Days of the receipt of the request from the Ministry.

6.09 Copyright Notice

The Supplier shall place a copyright notice on all recorded Deliverables it provides to the Ministry under the Contract in the following form: "© Queen's Printer for Ontario, [insert year of publication]"

6.10 Further Assurances Regarding Copyright

At the request of the Ministry, at any time or from time to time, the Supplier shall execute and agrees to cause the Supplier's Personnel to execute a written assignment of copyright in the applicable Deliverable(s) to the Ministry in a form acceptable to the Ministry. The Supplier shall deliver such written assignment(s) to the Ministry within ten (10) Business Days of the receipt of the request from the Ministry. The Supplier shall assist the Ministry in preparing any Canadian copyright registration that the Ministry considers appropriate. The Supplier will obtain or execute any other document reasonably required by the Ministry to protect the Intellectual Property of the Ministry.

6.11 No Use of Ontario Government Insignia

The Supplier shall not use any insignia or logo of Ontario except where required to provide the Deliverables, and only if it has received the prior written permission of the Ministry to do so.

6.12 Ministry May Prescribe Further Compliance

The Ministry reserves the right to prescribe the specific manner in which the Supplier shall perform its obligations relating to this Article.

6.13 Survival

The obligations contained in this Article shall survive the termination or expiry of the Contract.

Article 7 – Indemnity and Insurance

7.01 Supplier Indemnity

The Supplier shall indemnify and hold harmless the Indemnified Parties from and against all Losses and Proceedings, by whomever made, sustained, incurred, brought or prosecuted, arising out of, or in connection with anything done or omitted to be done by the Supplier or the Supplier's Personnel in the course of the performance of the Supplier's obligations under the Contract or otherwise in connection the Contract. The obligations contained in this section shall survive the termination or expiry of the Agreement.

7.02 Supplier's Insurance

The Supplier hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Supplier would maintain including, but not limited to, the following:

(a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000 per occurrence and products and completed operations aggregate. The policy is to include the following:

- the Indemnified Parties as additional insured with respect to liability arising in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Contract;
- contractual liability coverage;
- cross-liability clause;
- employers liability coverage (or compliance with the section below entitled "Proof of W.S.I.A. Coverage" is required);
- 30 day written notice of cancellation, termination or material change;
- tenants legal liability coverage (if applicable and with applicable sub-limits); and,
- non-owned automobile coverage with blanket contractual coverage for hired automobiles.

7.03 Proof of Insurance

The Supplier shall provide the Ministry with certificates of insurance, or other proof as may be requested by the Ministry, that confirms the insurance coverage as provided for in Section 7.02, and renewal replacements on or before the expiry of any such insurance. Upon the request of the Ministry, a copy of each insurance policy shall be made available to it. The Supplier shall ensure that each of its Subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the Subcontractor would maintain and that the Indemnified Parties are named as additional insured with respect to any liability arising in the course of performance of the Subcontractor's obligations under the subcontract for the provision of the Deliverables.

7.04 Proof of W.S.I.A. Coverage

If the Supplier is subject to the *Workplace Safety and Insurance Act, 1997*, S.O. 1997, chapter 16, Schedule A (“**WSIA**”), it shall submit a valid clearance certificate of WSIA coverage to the Ministry prior to the execution of the Agreement by the Ministry. In addition, the Supplier shall, from time to time at the request of the Ministry, provide additional WSIA clearance certificates. The Supplier covenants and agrees to pay when due, and to ensure that each of its Subcontractors pays when due, all amounts required to be paid by it/its Subcontractors, from time to time during the Term, under the WSIA, failing which the Ministry shall have the right, in addition to and not in substitution for any other right it may have pursuant to the Contract or otherwise at law or in equity, to pay to the Workplace Safety and Insurance Board any amount due pursuant to the WSIA and unpaid by the Supplier or its Subcontractors and to deduct such amount from any amount due and owing from time to time to the Supplier pursuant to the Contract together with all costs incurred by the Ministry in connection therewith.

7.05 Supplier Participation in Proceedings

The Supplier shall, at its expense, to the extent requested by the Ministry, participate in or conduct the defence of any Proceeding against any Indemnified Parties referred to in this Article and any negotiations for their settlement. The Ministry may elect to participate in or conduct the defence of any such Proceeding by notifying the Supplier in writing of such election without prejudice to any other rights or remedies of the Ministry under the Contract, Agreement, at law or in equity. Each party participating in the defence shall do so by actively participating with the other’s counsel. The Supplier shall not enter into any settlement unless it has obtained the prior written approval of the Ministry. If the Supplier is requested by the Ministry to participate in or conduct the defence of any such Proceeding, the Ministry agrees to co-operate with and assist the Supplier to the fullest extent possible in the Proceedings and any related settlement negotiations. If the Ministry conducts the defence of any such Proceedings, the Supplier agrees to co-operate with and assist the Ministry to the fullest extent possible in the Proceedings and any related settlement negotiations. This section shall survive any termination or expiry of the Contract.

Article 8 – Termination, Expiry and Extension

8.01 Immediate Termination of Contract

The Ministry may immediately terminate the Contract upon giving notice to the Supplier where:

- (a) the Supplier is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Supplier’s insolvency;

- (b) the Supplier breaches any provision in Article 5 (Confidentiality and FIPPA) of the Agreement;
- (c) the Supplier breaches the Conflict of Interest paragraph in Article 2 (Nature of Relationship Between Ministry and Supplier) of the Agreement;
- (d) the Supplier, prior to or after executing the Agreement, makes a material misrepresentation or omission or provides materially inaccurate information to the Ministry;
- (e) the Supplier undergoes a change in control which adversely affects the Supplier's ability to satisfy some or all of its obligations under the Contract;
- (f) the Supplier subcontracts for the provision of part or all of the Deliverables or assigns the Contract without first obtaining the written approval of the Ministry; or
- (g) the Supplier's acts or omissions constitute a substantial failure of performance;

and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

8.02 Dispute Resolution by Rectification Notice

Subject to the above section, where the Supplier fails to comply with any of its obligations under the Contract, the Ministry may issue a rectification notice to the Supplier setting out the manner and time-frame for rectification. Within seven (7) Business Days of receipt of that notice, the Supplier shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Ministry. If the Supplier fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Ministry may immediately terminate the Contract. Where the Supplier has been given a prior rectification notice, the same subsequent type of non-compliance by the Supplier shall allow the Ministry to immediately terminate the Contract.

8.03 Termination on Notice

The Ministry reserves the right to terminate the Contract, without cause, upon thirty (30) calendar days prior notice to the Supplier.

8.04 Termination for Non-Appropriation

If the Contract extends into a Fiscal Year subsequent to its execution, continuation of the Contract is conditional upon an appropriation of moneys by the Legislature of Ontario (the "**Legislature**") sufficient to satisfy payments due under the Contract. In the event that such moneys are not available as a result of: (i) non-appropriation by the Legislature for the Fiscal Year in which payment becomes due; and (ii) the payment being neither charged nor chargeable to an

appropriation of the Legislature for a previous Fiscal Year, the Ministry may terminate the Contract upon giving notice to the Supplier. Termination shall become effective on the date of the beginning of the first Fiscal Year for which funds have not been appropriated.

8.05 Supplier's Obligations on Termination

On termination of the Contract, the Supplier shall, in addition to its other obligations under the Contract and at law:

- (a) at the request of the Ministry, provide the Ministry with any completed or partially completed Deliverables;
- (b) provide the Ministry with a report detailing: (i) the current state of the provision of Deliverables by the Supplier at the date of termination; and (ii) any other information requested by the Ministry pertaining to the provision of the Deliverables and performance of the Contract;
- (c) execute such documentation as may be required by the Ministry to give effect to the termination of the Contract; and
- (d) comply with any other instructions provided by the Ministry, including but not limited to instructions for facilitating the transfer of its obligations to another Person.

This section shall survive any termination of the Contract.

8.06 Supplier's Payment Upon Termination

On termination of the Contract, the Ministry shall only be responsible for the payment of the Deliverables provided under the Contract up to and including the effective date of any termination. Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, the Ministry may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

8.07 Termination in Addition to Other Rights

The express rights of termination in the Agreement are in addition to and shall in no way limit any rights or remedies of the Ministry under the Contract, at law or in equity.

8.08 Expiry and Extension of Contract

The Contract shall expire on the original Expiry Date, unless the Ministry exercises its option to extend the Contract for a period of up to four months, such extension to be upon the same terms (including the Rates in effect at the time of extension), conditions and covenants contained in the Contract, excepting the option to renew. The option shall be exercisable by the Ministry giving notice

to the Supplier not less than thirty (30) days prior to the original Expiry Date. The notice shall set forth the precise duration of the extension.

IN WITNESS WHEREOF the parties hereto have executed the Agreement effective as of the date first above written.

Her Majesty the Queen in right of Ontario
as represented by the Minister of the Environment
and Climate Change

Signature: _____

Name: _____

Title: _____

Date of Signature: _____

Pursuant to delegated authority

****insert legal name of Supplier****

Signature: _____

Name: _____

Title: _____

Date of Signature: _____

I have authority to bind the Supplier.

Schedule 1

Schedule of Deliverables, Rates and Supplementary Provisions

[To be completed after selection of the Preferred Bidder]

A. Description of Deliverables

B. Rates and Reimbursements

B.1 Maximum Fee

This is a Fixed Price Services Contract as more specifically set out in Section B.2.

Notwithstanding anything else in the Contract, the total amount payable by the Ministry to the Supplier under the Contract shall not exceed a maximum amount of up to **insert maximum contract amount** (\$xxx).

The total amount payable by the Ministry to the Supplier includes all disbursements (including travel, meal and accommodation expenses) and applicable taxes.

B.2 Personnel and Rates

The following individuals are responsible for the provision of the Deliverables. The Rates are set out below and shall remain fixed during the Term of the Contract:

C. Billing Statements

The Ministry will provide payment to the Supplier upon the Ministry's satisfaction of each Deliverable as specified in Appendix C.4 (Pricing Form) and receipt of the supplier's billing statement for the Deliverable

D. Freedom of Information and Protection of Privacy Records

The following chart lists recorded information that is not in the custody or control of the Ministry:

Records not in the Custody or Control of the Ministry:

The following Records are not in the custody or control of the Ministry:

APPENDIX C - MANDATORY FORMS

This appendix identifies the mandatory forms required for preparation of a Bid. Failure to include any of the listed forms may result in disqualification.

Appendix C.1 – Form of Offer Appendix C.2 – Reference Form Appendix C.3 – Rated Requirements Form Appendix C.4 – Pricing Form Appendix C.5 – Bid Submission Label Appendix C.6 – Pricing Envelope Label
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APPENDIX C.1 - FORM OF OFFER

Bidder Instructions:

- 1. This Form of Offer must be signed and all 4 pages of the original included with the Bid**
- 2. Other than inserting the information requested and signing the Form of Offer, a Bidder may not make any changes to or qualify the Form of Offer in its Bid. A Bid that includes conditions, options, variations or contingent statements that are contrary to or inconsistent with the terms set out in the RFB may be disqualified. Bids containing any change may, subject to the express and implied rights of the Ministry, be disqualified. If a Bid is not disqualified despite such changes or qualifications, the provisions of the Form of Offer as set out in this RFB will prevail over any such changes or qualifications in or to the Form of Offer provided in the Bid.**
- 3. In addition to the other information and representations made by each Bidder in the Form of Offer, each Bidder must declare whether it has an actual or potential unfair advantage in relation to the submission of its Bid or a Conflict of Interest in relation to the performance of its contractual obligations contemplated in the RFB.**

If, at the sole and absolute discretion of the Ministry, the Bidder is found to have an actual or potential unfair advantage or Conflict of Interest, the Ministry may, in addition to any other remedies available at law or in equity, disqualify the Bid submitted by the Bidder.

The Bidder, by submitting the Bid, warrants that to its best knowledge and belief that it has no:

- (i) actual or potential unfair advantage with respect to the submission of its Bid; or**
 - (ii) actual or potential Conflict of Interest in the performance of its contractual obligations contemplated in the RFB other than those disclosed in the Form of Offer.**
- 4. Where the Ministry discovers a Bidder's failure to disclose actual or potential unfair advantage or Conflict of Interest, the Ministry may disqualify the Bid or terminate any Agreement awarded to that Bidder pursuant to this procurement process. The Ministry shall determine, on a case by case basis, whether the actual unfair advantage/Conflict of Interest or potential unfair advantage/Conflict of Interest, disclosed pursuant to this RFB is material and whether it shall result in disqualification of the Bid.**

APPENDIX C.1 - FORM OF OFFER

5. Each Bidder must complete a Tax Compliance Declaration (item 10, Form of Offer) according to the instructions contained in this Form. The Ministry will forward a copy of the Preferred Bidder's signed Tax Compliance Declaration to the Ministry of Finance for verification. By signing the Tax Compliance Declaration, the Preferred Bidder is consenting to the release of the information on the Form from the Ministry to the Ministry of Finance and the result of the verification process from the Ministry of Finance to the Ministry.

In addition, if a Preferred Bidder is a corporation subject to Ontario corporate tax under the *Taxation Act, 2007* (Ontario), it will be required to demonstrate that it has met its corporate tax filing obligations by obtaining proof from the Canada Revenue Agency and forwarding this proof to the Ministry of Finance. Preferred Bidders will receive instructions regarding this process from the Contact set out in Section 1.2 of this RFB prior to contract award.

The Preferred Bidder must, as a precondition of entering into an Agreement, ensure that its Ontario tax status is or is brought into good standing and provide evidence of its good standing to the Ministry. The Ministry will rescind the notice of selection of a Bidder who fails to provide evidence of its good standing within the timeframe for satisfying all preconditions of execution set out in the RFB.

Bidders may direct enquiries regarding the Tax Compliance Declaration Form to the Contact set out in Section 1.2.

[End of Instructions to Form of Offer]

APPENDIX C.1 - FORM OF OFFER

Page 1 of 4

This Form of Offer must be signed and all 5 pages of the original included with the Bid

To Her Majesty the Queen in right of Ontario as represented by the Minister of the Environment and Climate Change:

1. Bidder Information

(a) The full legal name of the Bidder is:	(Bidder to insert response)
(b) Any other registered business name under which the Bidder carries on business is:	(Bidder to insert response)
(c) The jurisdiction under which the Bidder is formed is:	(Bidder to insert response)
(d) The name, address, telephone, facsimile number and email address of the contact person for the Bidder:	(Bidder to insert response)
(e) The name, address, telephone, facsimile number and e-mail address of the contact person for the company security officer for the Bidder:	(Bidder to insert response)
(f) Indicate whether the Bidder is an individual, a sole proprietorship, a corporation or a partnership:	(Bidder to insert response)

2. Offer

The Bidder has carefully examined the RFB documents and has a clear and comprehensive knowledge of the Deliverables required under the RFB. By submitting the Bid, the Bidder agrees and consents to the terms, conditions and provisions of the RFB, including the Form of Agreement, and offers to provide the Deliverables in accordance with at the rates set out in the Pricing Form.

APPENDIX C.1 - FORM OF OFFER

Page 2 of 4

3. Mandatory Forms

The Bidder encloses as part of the Bid, the mandatory forms referenced in Section 2.1 - Structure of Bid.

4. Commercial Response

The Bidder encloses as part of the Bid, the mandatory forms set out in Section 2.1 - Structure of Bid.

5. Addenda

The Bidder has read and accepted all addenda issued by the Ministry to date. We understand that the onus remains on us to have made any necessary amendments to our Bid based on the addenda.

6. Bid Irrevocable

The Bidder agrees that its Bid shall be irrevocable for the period of days set out in Section 1.3 following the RFB Closing Date.

7. Conflict of Interest

Prior to completing this portion of the Form of Offer, Bidders should refer to the definition of Conflict of Interest set out in the Form of Agreement, both definition part (a) and (b).

If the boxes in this section are left blank, the Bidders will be deemed to declare that it had no foreseeable Conflict of Interest (either definition part (a) or (b)) in performing the contractual obligations contemplated in the RFB. Otherwise, if either or both of the following statements apply, check the appropriate box.

- Part (a) of definition: The Bidder declares that there is an actual or potential unfair advantage relating to the preparation and submission of its Bid.
- Part (b) of definition: The Bidder foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFB.

If the Bidder declares an actual or potential Conflict of Interest by marking either of the boxes, the Bidder must describe it in the following space provided.

(Bidder to insert response, if applicable)

APPENDIX C.1 - FORM OF OFFER

Page 3 of 4

In addition to the preceding declarations, the Bidder must complete the following which relates to potential Conflict of Interest:

The following individuals, as employees, advisors, or in any other capacity (a) participated in the preparation of our Bid; and (b) were employees of the Ontario Public Service (“OPS”) and have ceased that employment prior to the RFB Closing Date:

Name of Individual:	(Bidder to insert response, if applicable)
Job Classification (of last position within OPS):	(Bidder to insert response, if applicable)
Ministry/Agency (where last employed with OPS):	(Bidder to insert response, if applicable)
Last Date of Employment with OPS:	(Bidder to insert response, if applicable)
Name of Last Supervisor with OPS:	(Bidder to insert response, if applicable)
Brief Description of Individual’s Job Functions (at last position with OPS):	(Bidder to insert response, if applicable)
Brief Description of Nature of Individual’s Participation in Preparation of Bid:	(Bidder to insert response, if applicable)

(Repeat for each identified individual)

The Bidder agrees, upon request, to provide the Ministry with additional information from each individual identified in the preceding form prescribed by the Ministry. The Ministry will assess this information and may, at its sole and absolute discretion, conclude that an unfair advantage or Conflict of Interest arises and may, in addition to any other remedies available at law or in equity, disqualify the Bid submitted by the Bidder.

8. Disclosure of Information

The Bidder hereby agrees that any information provided in this Bid, 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 Bidder hereby consents to the disclosure, on a confidential basis, of this Bid by the Ministry to the Ministry’s advisors retained for the purpose of evaluating or participating in the evaluation of this Bid.

9. Proof of Insurance

By signing the Form of Offer, the Bidder agrees, if selected, that it has verified its capability to do so and will provide proof of insurance coverage as set out in the Form of Agreement.

APPENDIX C.1 – FORM OF OFFER

Page 4 of 4

10. Tax Compliance Declaration

The Ontario Government expects all Vendors meet their Ontario tax obligations on a timely basis. In this regard, Bidders are advised that their Ontario tax obligations, if any, must be in good standing in order to be considered for a contract award (see Bidder Instructions #5). In order to be considered for a contract award, the Bidder must submit the following tax compliance status statement and the following consent to disclosure:

Declaration

I/We hereby certify that **(Insert legal name of Bidder)** _____ (the “**Bidder**”) at the time of submitting its Bid, is in full compliance with all applicable Ontario tax statutes, whether administered by the Ontario Ministry of Finance or by the Canada Revenue Agency, and that, in particular, all returns required to be filed have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained; or the Bidder will take all necessary steps prior to being considered for contract award in order to be in full compliance with all applicable Ontario tax statutes.

(Please check applicable box) The Bidder is / is not a corporation subject to Ontario corporate tax under the *Taxation Act, 2007* (Ontario).

(Please insert Bidder’s Business Number) _____

Consent to Disclosure

The Bidder consents to the Ministry of the Environment and Climate Change (“**Requesting Ministry**”) releasing the taxpayer information to the Ministry of Finance as necessary for the purpose of verifying the Bidder’s compliance with Ontario tax statutes.

The Bidder consents to the Ministry of Finance releasing taxpayer information to the Requesting Ministry as necessary for the purpose of verifying the Bidder’s compliance with Ontario tax statutes.

11. Execution of Agreement

The Bidder understands that in the event its Bid is selected by the Ministry, in whole or in part, the Bidder agrees to finalize and execute the agreement in the form set out in the Form of Agreement attached to this RFB and in accordance with the terms of this RFB.

Dated at _____ this ____ day of _____ 20__	
_____ (Signature of Authorized Signing Officer)	_____ (Signature of Witness)
_____ (Print Name)	_____ (Name of Witness)
_____ (Print Title)	
I have authority to bind the Bidder	

APPENDIX C.2 - REFERENCE FORM

Bidder Instructions:

Each Bidder is requested to provide three references from clients who have obtained similar goods and services in the last five years as those requested in this RFB. The Ministry reserves the right to consider the provision of references to be a minor formality and to waive or vary that requirement at its sole discretion.

Reference #1

Company Name:	(Bidder to insert Company Name)
Company Address:	(Bidder to insert Company Address)
Contact Name:	(Bidder to insert Contact Name)
Contact Telephone Number:	(Bidder to insert Contact Telephone Number)
Contact Email:	(Bidder to insert Contact Email)
Date Work Undertaken:	(Bidder to insert Date Work Undertaken)
Nature of Assignment:	(Bidder to insert Nature of Assignment)

Reference #2

Company Name:	(Bidder to insert Company Name)
Company Address:	(Bidder to insert Company Address)
Contact Name:	(Bidder to insert Contact Name)
Contact Telephone Number:	(Bidder to insert Contact Telephone Number)
Contact Email:	(Bidder to insert Contact Email)
Date Work Undertaken:	(Bidder to insert Date Work Undertaken)
Nature of Assignment:	(Bidder to insert Nature of Assignment)

Reference #3

Company Name:	(Bidder to insert Company Name)
Company Address:	(Bidder to insert Company Address)
Contact Name:	(Bidder to insert Contact Name)
Contact Telephone Number:	(Bidder to insert Contact Telephone Number)
Contact Email:	(Bidder to insert Contact Email)
Date Work Undertaken:	(Bidder to insert Date Work Undertaken)
Nature of Assignment:	(Bidder to insert Nature of Assignment)

APPENDIX C.3 - RATED REQUIREMENTS FORM

1. Proposed Approach

Provide details about your proposed approach to provide the goods or services listed in Part 3 - The Deliverables.

Please detail your proposed approach in delivering each of the Objectives (described in Section 3.1 of this RFB) identified in this section, including the methodologies to be used.

Demonstrated understanding of components, complexity and context of the Study as per Section 3.1 Objectives, Section 3.2 Background and Section 3.3 Deliverables.

(20 points)

(Bidder to insert response)

Approach to data compilation, modelling, methodology and analysis as per Section 3.3 Deliverables.

(20 points)

(Bidder to insert response)

2. Capabilities

Provide details about your capability (experience and/or qualifications) to provide the goods or services listed in Part 3 - The Deliverables (as described in Section 3.3 of this RFB).

Project Workplan (e.g. project schedule, timeline and contingency planning)

(15 points)

(Bidder to insert response)

Provide details on proposed team and related knowledge and expertise with respect to supporting similar assignments

(15 points)

APPENDIX C.3 - RATED REQUIREMENTS FORM
(Bidder to insert response)
Notes to Appendix C.3 - Rated Requirements Form

APPENDIX C.4 - PRICING FORM

Bidder Instructions:

1. Pricing shall be provided in Canadian Funds, inclusive of all applicable duties and taxes.
2. Pricing quoted by the Bidder shall be all inclusive and shall include all labour and materials, travel and carriage costs, insurance costs and all other overhead including but not limited to any fees or other charges required by law.
3. A Bid that includes conditional, optional, contingent or variable rates that are not expressly requested in the Pricing Form may be disqualified.
4. Bidders may not amend this form in any way other than by providing the requested information.
5. No other fees or charges will be paid for the Deliverables other than those set out on the form.
6. Where no price applies, state "0" or "Nil". If a space is left blank the Ministry may either deem it to be a zero or may declare the Bid non-compliant and disqualify it at its discretion.
7. Bidders should note that for evaluation purposes only a value of \$0.01 will be used in the preceding formula in the event that a Bidder has \$0 for a particular category in the Pricing Form.

Bidder's Legal Name:

(Insert Bidder Legal Name)

PRICING

All Bidders are required to complete Table A based on the information in Part 3 – The Deliverables.

Table A

ITEM DELIVERABLE	FIXED COST
Phase 1:	
1. Project Workplan (section 3.3.8)	\$
2. Draft Report (section 3.3.8)	\$
3. Draft Final Report (section 3.3.8)	\$
4. Final Report (section 3.3.8)	\$
5. Six Meetings with Ministry (section 3.3.11)	\$
PHASE 1 EVALUATION PRICE (sum rows 1 through 5 above)	\$
PHASE 1 APPLICABLE TAXES	\$
GRAND TOTAL FIXED PRICE FOR ALL PHASE 1 DELIVERABLES (Add Phase 1 Evaluation Price + Phase 1 Applicable Taxes)	\$
Phase 2:	
1. Project Workplan for WEEE (section 3.3.8)	\$
2. Draft Report for WEEE (section 3.3.8)	\$
3. Draft Final Report for WEEE (section 3.3.8)	\$
4. Final Report for WEEE (section 3.3.8)	\$
5. Six Meetings with Ministry for WEEE (section 3.3.11)	\$
6. Project Workplan for Carpets, Furniture, Mattresses (section 3.3.8)	\$
7. Draft Report for Carpets, Furniture, Mattresses (section 3.3.8)	\$
8. Draft Final Report for Carpets, Furniture, Mattresses (section 3.3.8)	\$
9. Final Report for Carpets, Furniture, Mattresses (section 3.3.8)	\$
10. Six Meetings with Ministry for Carpets, Furniture, Mattresses (section 3.3.11)	\$

ITEM DELIVERABLE	FIXED COST
11. Project Workplan for Construction & Demolition (section 3.3.8)	\$
12. Draft Report for Construction & Demolition (section 3.3.8)	\$
13. Draft Final Report for Construction & Demolition (section 3.3.8)	\$
14. Final Report for Construction & Demolition (section 3.3.8)	\$
15. Six Meetings with Ministry for Construction & Demolition (section 3.3.11)	\$
PHASE 2 EVALUATION PRICE (sum rows 1 through 15 under Phase 2, above)	\$
PHASE 2 APPLICABLE TAXES	\$
GRAND TOTAL FIXED PRICE FOR ALL PHASE 2 DELIVERABLES (Add Phase 2 Evaluation Price + Phase 2 Applicable Taxes)	\$
Phase 1 and Phase 2 Combined:	
GRAND TOTAL FIXED PRICE FOR ALL PHASE 1 AND 2 DELIVERABLES (including applicable taxes)	\$

APPENDIX C.5 - BID SUBMISSION LABEL

Bidder Instructions:

- 1. Bids must be submitted in a sealed package(s) to the address indicated on the Bid Submission Label between the hours of 8:30 a.m. and 4:30 p.m. (Toronto Time), Monday through Friday (excluding Statutory Holidays), and no later than the RFB Closing Date noted on the Bid Submission Label.**
- 2. The Ministry does not accept responsibility for Bid submissions directed to any location other than the address indicated on the Bid Submission Label. The Postal Code is to aid in identifying the building only. The onus remains solely with Bidders to instruct courier/delivery personnel to deliver Bid submissions to the EXACT FLOOR location specified on the Bid Submission Label. Bids that are delivered to another Ontario Government address before the deadline but arrive at the required location after the deadline will be disqualified.**
- 3. Bidders assume sole responsibility for late deliveries if these instructions are not strictly adhered to.**
- 4. Failure to affix the Bid Submission Label to your submission package may also result in submissions not being recognized as Bids. This could result in your Bid arriving late at the required location and will be deemed late, disqualified and returned to the Bidder.**
- 5. Bids received by Fax will be rejected.**

[End of Instructions to Bid Submission Label Form]

APPENDIX C.5 - BID SUBMISSION LABEL

Affix this Label to your Bid Submission Package

RFB No: OSS_00489584

RFB Title: A Study on the Cost Impacts and Economic and Greenhouse Gas Benefits of Waste Diversion of Selected Waste Materials in Ontario

RFB Closing Date:

- **Date: November 21, 2014**
- **Time: 11:00:00 a.m. (Toronto Time)**

Bidder to complete the following:

Full Legal Name:	(Bidder insert Full Legal Name)
Address:	(Bidder insert Address)
	(Bidder insert Address)
Contact Name:	(Bidder insert Contact Name)
Phone:	(Bidder insert Phone)
BravoSolution Organization # (if applicable):	(Bidder Insert BravoSolution Organization #, if applicable)

If applicable, state Third Party Identification as per section 5.1.2.3 of the RFB: **(Bidder insert Company Name, if applicable)**.

**To: Supply Chain Ontario
Tender Administration Office
222 Jarvis Street
Main Floor, Suite 100
Toronto, Ontario, M7A 0B6**

The Postal Code is to aid in identifying the building only. The onus remains solely with Bidders to instruct courier/delivery personnel to deliver Bids to the exact floor location specified above by the RFB Closing Date. Bidders assume sole responsibility for late deliveries if these instructions are not strictly adhered to.

NOTE: TENDER ADMINISTRATION OFFICE ENTRANCE IS LOCATED AT THE NORTH EAST SIDE OF THE BUILDING.

APPENDIX C.6 - PRICING ENVELOPE LABEL

Affix this label to the separate sealed envelope containing the Pricing Form

Pricing Envelope

RFB #OSS_00489584

RFB Title: A Study on the Cost Impacts and Economic and Greenhouse Gas Benefits of Waste Diversion of Selected Waste Materials in Ontario

Name of Bidder: _____

The Pricing Envelope only contains the Commercial Response.

Please Provide:

- 1. Appendix C.4 – Pricing Form, including all pricing information**

Important:

Bidders are asked not to include any additional items in the Pricing Envelope other than what has been requested