



**REQUEST FOR PROPOSALS**  
**FOR**  
**Ozone Depleting Substances**  
**Inspection and Recovery Services**  
**IWMC Facilities**

For  
Island Waste Management Corporation

<b>Request for Proposal Number:</b>	<b>6263</b>
<b>Date Issued:</b>	<b>Friday, April 12, 2024</b>
<b>Submission Deadline:</b>	<b>Friday, May 10, 2024</b>
	<b>Prior to 2:00 PM</b>

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## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

### 1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by Island Waste Management Corporation (“IWMC”) to prospective proponents to submit proposals for the provision of Ozone Depleting Substances Inspection and Recovery Services at IWMC Facilities as further described in the RFP Particulars (**Appendix D**) (the “Deliverables”).

**This RFP is for Ozone Depleting Substances Inspection and Recovery Services from units containing these substances at IWMC Facilities (See Appendix F). These units include but are not necessarily limited to refrigerators, air conditioners, fire extinguishers, deep freezers, de-humidifiers and heat pumps. This service will include all labour, materials, tools, equipment and transportation necessary to complete the work. Each personnel providing service under this contract must be a “registered handler” or a “trained apprentice” as outlined in the *Environmental Protection Act, Ozone Layer Protection Regulations*.**

### 1.2 RFP Contact

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

**Heather Myers**

hmyers@iwmc.pe.ca

**Office: 902-368-5033**

**Cell: 902-314-0818**

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

### 1.3 Type of Contract for Deliverables

The selected proponent will be required to enter into an agreement with IWMC for the provision of the Deliverables in the form attached as **Appendix A** to the RFP (the “Agreement”). The initial term of the agreement will be for a period of **three (3) years**. The parties may mutually agree to extend the term for an additional one (1) year, but the corporation retains the right to terminate the contract at the end of the original three-year term.

### 1.4 RFP Timetable

Issue Date of RFP	Friday, April 12, 2024
Deadline for Questions	Wednesday, April 24, 2024
Deadline for Issuing Addenda	Tuesday, April 30, 2024
Submission Deadline	Friday, May 10, 2024, Prior to 2:00 PM
Anticipated Execution of Agreement	Friday, May 24, 2024

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

## 1.5 Submission of Proposals

### 1.5.1 Proposals to be submitted at the Prescribed Location

Proposals must be submitted at:

[tenders@iwmc.pe.ca](mailto:tenders@iwmc.pe.ca)

OR

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

### 1.5.2 Proposals to be submitted on Time

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

### 1.5.3 Proposals to be submitted in Prescribed Format

#### Proposals submitted by e-mail

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

#### Proposals submitted by hand delivery

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

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

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

**1.5.4 Amendment of Proposals Prior to Submission Deadline**

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment by e-mail to [tenders@iwmc.pe.ca](mailto:tenders@iwmc.pe.ca) prominently marked in the subject line the word "Amendment" with the RFP title and number and the full legal name of the Proponent. Or, in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out in section 1.5.1. Any amendment must clearly indicate which part of the proposal the amendment is intended to amend or replace. Any amendments received after the Submission Deadline will not be accepted. The amendment must be signed by the person who signed the original proposal submission or by a person authorized to sign on his or her behalf.

**1.5.5 Withdrawal of Proposals**

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

**1.5.6 Proposals Irrevocable after Submission Deadline**

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

[End of Part 1]

## PART 2 – EVALUATION OF PROPOSALS

### 2.1 Stages of Evaluation

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

### 2.2 Stage I: Mandatory Submission Requirements

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

#### The Mandatory Submission Requirements are as follows:

#### 2.2.1 No Amendment to Forms

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

#### 2.2.2 Submission Form (Appendix B)

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

#### 2.2.3 Submission Pricing Form (Appendix C)

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

#### 2.2.4 References

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

#### 2.2.5 Confirmation of Disposal Letter

Proponents must include in their submission a letter from an approved refrigerant processing facility confirming their intention to accept and process the ozone depleting substances from the proponent over the term of the contract.

### 2.3 Stage II: Pricing

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

### 2.4 Selection of Proponent

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

**2.5 Notification to Other Proponents**

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

[End of Part 2]

## **PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 RFP Incorporated into Proposal**

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

#### **3.1.2 Proponents not to change terminology**

Changes to the terminology of this RFP are prohibited.

#### **3.1.3 Proponents to Follow Instructions**

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

#### **3.1.4 Language**

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

#### **3.1.5 No Incorporation by Reference**

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

#### **3.1.6 References and Past Performance**

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

#### **3.1.7 Information in RFP Only an Estimate**

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

#### **3.1.8 Proponents to Bear Their Own Costs**

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



### **3.1.9 Proposal to be retained by IWMC**

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

## **3.2 Business Registration**

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

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

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

## **3.3 Communication after Issuance of RFP**

### **3.3.1 Proponents to Review RFP and be familiar with the IWMC Facilities**

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

### **3.3.2 All New Information to Proponents by Way of Addenda**

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

### **3.3.3 Post-Deadline Addenda and Extension of Submission Deadline**

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

### **3.3.4 Verify and Clarify**

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

### **3.4 Execution of Agreement, Notification and Debriefing**

#### **3.4.1 Selection of Proponent and Execution of Agreement**

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

#### **3.4.2 Failure to Enter into Agreement**

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

#### **3.4.3 Notification of Outcome of Procurement Process**

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

#### **3.4.4 Debriefing**

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

### **3.5 Conflict of Interest and Prohibited Conduct**

#### **3.5.1 Conflict of Interest**

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

#### **3.5.2 Disqualification for Prohibited Conduct**

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

#### **3.5.3 Prohibited Proponent Communications**

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

#### **3.5.4 Proponent not to Communicate with Media**

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

### **3.5.5 No Lobbying**

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

### **3.5.6 Illegal or Unethical Conduct**

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

### **3.5.7 Rejection of Proposals**

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

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

## **3.6 Confidential Information**

### **3.6.1 Confidential Information of IWMC**

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

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

### **3.6.2 Confidential Information of Proponent**

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

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

[https://www.princeedwardisland.ca/sites/default/files/legislation/f-15-01\\_0.pdf](https://www.princeedwardisland.ca/sites/default/files/legislation/f-15-01_0.pdf)

### **3.6.3 Personal Information**

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

A copy of FOIPP is available online at:

[https://www.princeedwardisland.ca/sites/default/files/legislation/f-15-01\\_0.pdf](https://www.princeedwardisland.ca/sites/default/files/legislation/f-15-01_0.pdf)

## **3.7 Reserved Rights, Limitation of Liability and Governing Law**

### **3.7.1 Reserved Rights of IWMC**

IWMC reserves the right to:

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

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

### **3.7.2 Limitation of Liability**

By submitting a proposal, each proponent agrees that:

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

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

### **3.7.3 Governing Law and Interpretation**

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

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

[End of Part 3]

**APPENDIX A – FORM OF AGREEMENT**

**SAMPLE CONTRACT**  
Ozone Depleting Substances  
Inspection and Recovery Services  
IWMC Facilities

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

(hereinafter referred to as "IWMC")

**OF THE FIRST PART;**

**AND:**

\_\_\_\_\_  
of \_\_\_\_\_  
in \_\_\_\_\_ County, Province of \_\_\_\_\_,

(hereinafter referred to as the "Contractor")

**OF THE SECOND PART.**

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

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

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

**Definitions**

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

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

### **Covenants of the Contractor and IWMC**

2. The Contractor shall perform the services, assume all those responsibilities and diligently execute all those duties described in the attached Schedule "A" (the "Work"), in a manner satisfactory to IWMC.
3. (a) Subject to the termination clause contained in the Termination section of this Agreement, the term of this Agreement shall commence on the \_\_\_\_ day of \_\_\_\_, 20\_\_, and end on the \_\_\_\_ day of \_\_\_\_, 20\_\_.
- (b) Subject to the termination clause contained in the Termination section of this Agreement and notwithstanding the date of signing of this Agreement, it is acknowledged by both Parties that the Contractor commenced the performance of the Work on the \_\_\_\_ day of \_\_\_\_, 20\_\_. It is further agreed that the amount paid for the Work will be based on the unit bid prices submitted in Appendix C – Price Submission Form multiplied by the actual number of units which received the work.

### **Payments, Records and Accounts**

4. IWMC shall make payments to the Contractor in the following manner:
  - (a) Billing Procedure:
    - (i) Invoices  
The Contractor shall submit to IWMC separate invoices for the work the previous month at each IWMC facility. Each invoice must indicate the number of units inspected and the number of units inspected and recovered. Each invoice shall be accompanied by a completed Refrigerant Record of Service for each unit inspected or inspected and recovered. Payment of the tendered unit price shall be considered full compensation for the furnishing of all equipment, tools, labour and other incidentals, including supply of electrical power for recovery equipment necessary to complete the work.
    - (ii) Payment  
IWMC, upon receipt and approval of an invoice from the Contractor, will pay the Contractor the sum owed within 30 days of receiving the invoice.

### **Conditions of Agreement**

5. (a) The Parties agree that the Contractor shall act as an independent contractor and that it is entitled to no other benefits or payments whatsoever than those specified in the Payments, Records and Accounts section of this Agreement.
- (b) The Parties agree that entry into this Agreement will not result in the appointment or employment of the Contractor, or any officer, clerk, employee or agent of the Contractor, as an officer, clerk, employee or agent of IWMC, nor shall the *Civil Service Act R.S.P.E.I. 1988, Cap. C-8* apply.

6. (a) The Contractor agrees to accept sole responsibility to submit any applications, reports, payments or contributions for sales taxes, income tax, Canada Pension Plan, Employment Insurance, Workers' Compensation assessments, goods and services tax, harmonized sales tax, or any other similar matter which the Contractor may be required by law to make in connection with the Work.
- (b) The Contractor agrees to accept sole responsibility to comply with all federal, provincial and municipal legislation which may have application to the Work including the *Environmental Protection Act Ozone Layer Protection Regulations*, and *Highway Traffic Act*, and agrees to comply with all provincial and federal legislation affecting conditions of work and wage rates including the *Employment Standards Act R.S.P.E.I. 1988, Cap. E-6.2*, the *Workers' Compensation Act R.S.P.E.I. 1988, Cap. W-7.1*, or any other laws that impose obligations in the nature of the employers' obligations.
- (c) The Contractor, before undertaking any Work, shall provide to IWMC either a certificate of good standing by the Workers Compensation Board or written confirmation from the Workers Compensation Board that such certificate is not required.
- (d) The Contractor agrees to accept the full cost of doing those things required under this paragraph #6, and will not charge or seek reimbursement from IWMC in any way, such costs having been taken into consideration and included in the rates of payment stipulated in Payments, Records and Accounts section of this Agreement.

### **Administration**

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

### **Termination**

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

### **Confidentiality and Copyright**



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

#### **Conflict of Interest**

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

#### **Freedom of Information and Protection of Privacy Act**

13. The Contractor acknowledges that this Agreement, and information provided in respect of this Agreement, may be subject to release under the *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01. The Contractor may be consulted prior to release of any information.

14. The Contractor acknowledges and agrees that, in the event the Work involves the collection or use of personal information, it is subject to the *Freedom of Information and Protection of Privacy Act*, and that personal information may not be released to any third party or unauthorized individual.

### **Indemnification and Insurance**

15. The Contractor shall indemnify and hold harmless IWMC, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of the Work (herein called the "Claim"), provided that any such Claim is caused in whole or in part by any act, error or omission, including, but not limited to, those of negligence, of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whom the Contractor may be liable.
16. The Contractor shall, without limiting its obligations or liabilities under this Agreement and at its own expense, provide and maintain the following insurance with insurers and in forms and amounts acceptable to IWMC:
  - (a) Commercial General Liability insurance in an amount not less than \$3,000,000.00 CAD inclusive per occurrence against bodily injury and property damages. Island Waste Management Corporation is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:
    - Personal Injury Liability;
    - Non-Owned Automobile Liability;
    - Cross Liability;
    - Operations of attached machinery
  - (b) Automobile Liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than \$3,000,000.00 CAD.
  - (c) Environmental Impairment/Contractors Pollution Liability coverages for the services having a limit of not less than \$3,000,000.00 per occurrence. The policy will be maintained for the duration of the contract.
  - (d) The policy or policies required by this Agreement shall be in a form and with insurers satisfactory to IWMC. All required insurance shall be endorsed to provide IWMC with 30 days advance written notice of cancellation or material change. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of IWMC nor by any other form of recovery available such as the Provincial Self Insurance and Risk Management Fund. A certified copy of the policy, or policies, shall be delivered to IWMC prior to execution of this Agreement. Default of delivery to IWMC or receipt of the certified copy of the policy, or policies, by IWMC shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this Agreement.

### **General**

17. This Agreement shall not be assigned or subcontracted in whole or in part by the Contractor without the prior written consent of IWMC.
18. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and, subject to the above assignment and subcontracting clause, their executors, administrators, successors and assigns.
19. This Agreement shall be interpreted and applied in accordance with the laws and in the Courts of the province of Prince Edward Island.
20. This Agreement, including Schedule "A", constitutes and expresses the entire agreement of the Parties hereto and any amendment or addition thereto shall be in writing and signed by the respective Parties.
21. The headings are inserted in this Agreement for reference only and shall not form part of the Agreement.
22. The provisions of this Agreement which, by their terms, are intended to survive or which must survive in order to give effect to continuing obligations of the Parties, shall survive the termination or expiry of this Agreement.
23. If any provision of this Agreement is, for any reason, invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the Parties as though the invalid provision had never been included in this Agreement.

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

<b>SIGNED, SEALED &amp; DELIVERED</b>	)	<b>Island Waste Management Corporation,</b>
in the presence of:	)	as represented by the Chief Financial Officer
	)	
	)	
	)	_____
	)	
_____	)	_____

<b>SIGNED, SEALED &amp; DELIVERED</b>	)	<b>Contractor</b>
in the presence of:	)	
	)	
	)	
	)	_____
_____	)	Authorized Signing Officer

**SCHEDULE "A"**

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

**DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_**

**STATEMENT OF WORK**

The Contractor is to provide Ozone Depleting Substances Inspection and Recovery Services from units containing these substances at IWMC Facilities (See Appendix F). These units include but are not necessarily limited to refrigerators, air conditioners, fire extinguishers, deep freezers, de-humidifiers and heat pumps. This service will include all labour, materials, tools, equipment and transportation necessary to complete the work. Each personnel providing service under this contract must be a "registered handler" or a "trained apprentice" as outlined in the *Environmental Protection Act, Ozone Layer Protection Regulations*.

**Scope of Work:**

1. The East Prince Waste Management Facility (EPWMF) is to be serviced a minimum of one time monthly. At EPWMF the work must be performed during site operating hours as listed in Appendix F. There is no after-hours access.
2. The Charlottetown (GFL Environmental) Waste Watch Drop-Off Center (WWDC) facility is to be serviced approximately every two weeks.
3. The remaining facilities shall be serviced a minimum of three times annually. The timing for these facility visits is normally determined by the schedule for the white goods/metals baling equipment.
4. IWMC reserves the right to order additional work at the facilities, based on volume and need, provided the Contractor is given 72 hours notice of the requirement of such additional work. IWMC may also add additional facilities within the province provided the Contractor is given fifteen (15) days written notice before being required to provide service at the added location(s).
5. The Contractor shall inspect units and recover any and all ozone depleting substances (refrigerant) found in the units, usually located at the white goods storage area at the facilities. Ozone depleting substance units are kept separate from the metal pile and other white goods at the facilities, on a best efforts basis.

6. The Contractor shall inspect each unit to determine if the unit retains the capability to store refrigerant and shall certify those units which do not contain refrigerant, by affixing the Green Certification Sticker as outline in the *Ozone Layer Protection Regulations*. The inspection only unit price as tendered will apply only to those units which do not require recovery service.
7. The Contractor shall recover and is responsible for the refrigerant from all the units determined to be capable of refrigerant storage. The Contractor shall use a CSA, UL or ULC approved Refrigerant Recovery Unit and shall recover to an approved Recovery Cylinder as outlined in the *Ozone Layer Protection Regulations*. The Recoveries unit price as tendered will apply to those units which have received recovery service. For clarity, the recoveries unit price includes both the inspection and recovery service for applicable units.
8. All recoveries shall be completed to a vacuum gauge reading of between 10 inches and 15 inches of mercury.
9. All refrigerants recovered are to be Recycled, Reclaimed or Stored as outlined in the Ozone Depleting Substances Regulations, Section 8. Contractors may be required to show documentation of their refrigerant handling for materials recovered for the life of this contract.
10. All units inspected and/or recovered shall be certified with the green certification stickers, supplied by the Department of Environment.
11. Contractors should be prepared to supply all electricity required for the completion of the work, since on-site power supplies may be located a considerable distance from the white goods storage areas.

## APPENDIX B – SUBMISSION FORM

### B.1 Proponent Information

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

### B.2 Offer

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

### B.3 Mandatory Forms

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

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

**B.4 Pricing**

The Proponent has submitted its pricing in accordance with the instructions in the RFP and in the **Pricing Form (Appendix C)**. The Proponent confirms that it has factored all of the provisions of **Appendix A**, including insurance and indemnity requirements, into its pricing assumptions and calculations.

**B.5 Addenda**

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

**B.6 No Prohibited Conduct**

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

**B.7 Conflict of Interest**

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

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

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

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

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

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

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

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**B.8 Proposal Irrevocable**

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

**B.9 Disclosure of Information**

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

**B.10 Execution of Agreement**

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

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Proponent Representative

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name of Proponent Representative

\_\_\_\_\_  
Title of Proponent Representative

\_\_\_\_\_  
Date

I have the authority to bind the proponent.



## APPENDIX C – SUBMISSION PRICING FORM

**1. Instructions on How to Complete Submission Pricing Form**

- (a) Submitted costs shall be provided in Canadian funds, and shall not include applicable HST, which shall be added to the payments, as required under Canadian Law.
- (b) Rates quoted by the Proponent shall be all-inclusive and shall include all labour and material costs, equipment costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any applicable fees or other charges whatsoever in order to supply the deliverables.

**2. Evaluation of Pricing**

Lowest or any proposal will not necessarily be accepted.

**3. Pricing Form**

**Submitted Pricing – Service and Materials**

Prepare the following table for inclusion in your proposal:

Item	Three Year Total Estimated Quantity	Unit Bid Price	Total Price
Unit Inspections Only (including Heat Pumps)	100	\$ _____	\$ _____
Unit Inspection and Recoveries (excluding heat pumps)	7,600	\$ _____	\$ _____
Heat Pumps – Inspection and Recoveries	100	\$ _____	\$ _____
<b>Total Submitted Price Excluding HST</b>			<b>\$ _____</b>

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

## APPENDIX D – RFP PARTICULARS

### D.1 The Deliverables

#### STATEMENT OF WORK

The Contractor is to provide Ozone Depleting Substances Inspection and Recovery Services from units containing these substances at IWMC Facilities (See Appendix F). These units include but are not necessarily limited to refrigerators, air conditioners, fire extinguishers, deep freezers, dehumidifiers, and heat pumps. This service will include all labour, materials, tools, equipment, and transportation necessary to complete the work. Each personnel providing service under this contract must be a “registered handler” or a “trained apprentice” as outlined in the *Environmental Protection Act, Ozone Layer Protection Regulations*.

#### **Scope of Work:**

- (a) The East Prince Waste Management Facility (EPWMF) is to be serviced a minimum of one time monthly. At EPWMF the work must be performed during site operating hours as listed in Appendix F. There is no after-hours access.
- (b) The Charlottetown (GFL Environmental) Waste Watch Drop-Off Center (WWDC) facility is to be serviced approximately every two weeks.
- (c) The remaining facilities shall be serviced a minimum of three times annually. The timing for these facility visits is normally determined by the schedule for the white goods/metals baling equipment.
- (d) IWMC reserves the right to order additional work at the facilities, based on volume and need, provided the Contractor is given 72 hours notice of the requirement of such additional work. IWMC may also add additional facilities within the province provided the Contractor is given fifteen (15) days written notice before being required to provide service at the added location(s).
- (e) The Contractor shall inspect units and recover any and all ozone depleting substances (refrigerant) found in the units, usually located at the white goods storage area at the facilities. Ozone depleting substance units are kept separate from the metal pile and other white goods at the facilities, on a best-efforts basis.
- (f) The Contractor shall inspect each unit to determine if the unit retains the capability to store refrigerant and shall certify those units which do not contain refrigerant, by affixing the Green Certification Sticker as outline in the *Ozone Layer Protection Regulations*. The inspection only unit price as tendered will apply only to those units which do not require recovery service.
- (g) The Contractor shall recover and is responsible for the refrigerant from all the units determined to be capable of refrigerant storage. The Contractor shall use a CSA, UL or ULC approved Refrigerant Recovery Unit and shall recover to an approved Recovery Cylinder as outlined in the *Ozone Layer Protection Regulations*. The Recoveries unit price as tendered will apply to those units which have received recovery service. For clarity, the recoveries unit price includes both the inspection and recovery service for applicable units.

- (h) All recoveries shall be completed to a vacuum gauge reading of between 10 inches and 15 inches of mercury.
- (i) All refrigerants recovered are to be Recycled, Reclaimed or Stored as outlined in the Ozone Depleting Substances Regulations, Section 8. Contractors may be required to show documentation of their refrigerant handling for materials recovered for the life of this contract.
- (j) All units inspected and/or recovered shall be certified with the green certification stickers, supplied by the Department of Environment.
- (k) Contractors should be prepared to supply all electricity required for the completion of the work, since on-site power supplies may be located a considerable distance from the white goods storage areas.

## **D.2 Project References**

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

## APPENDIX E – LIST OF EQUIPMENT

### LIST OF EQUIPMENT TO BE USED

***Freedom of Information and Protection of Privacy***

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

Year	Make	Model	Serial Number	Description
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**Certification**

I hereby certify that the equipment listed above will be used to provide contracted services to IWMC Facilities in accordance with Request for Proposal # **6263**, or in accordance with the Agreement dated \_\_\_\_\_ for the provision of Ozone Depleting Substances Inspection and Recovery Services, and that **all applicable PEI revenue tax (PST) has been paid on this equipment and not refunded**. I acknowledge that the information provided on this certification is subject to audit and accordingly may be provided to the Provincial Treasurer for the purposes of audit under the authority of the *Revenue Administration Act*.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title (printed)

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Business or Company (if applicable)

## APPENDIX F – LIST OF IWMC FACILITIES

IWMC FACILITY	HOURS OF OPERATION
<p><b>Brockton Waste Watch Drop-Off Center (WWDC)</b>                      2202 Dock Road, Route 150                      Brockton                      Phone: 902-853-8619</p>	<p><b>Monday, Wednesday, and Friday</b>                      8:00 AM – 4:30 PM  <b>Saturday</b>                      8:00 AM – 12:30 PM</p>
<p><b>Charlottetown (GFL Environmental) WWDC</b>                      9 Superior Crescent, Charlottetown                      Phone: 902-368-3848</p>	<p><b>Monday to Friday</b>                      7:00 AM – 5:00 PM  <b>Saturday</b>                      7:00 AM – 2:00 PM</p>
<p><b>Dingwells Mills WWDC</b>                      100 Selkirk Road, Route 309                      Dingwells Mills                      Phone: 902-687-7025</p>	<p><b>Monday, Wednesday, and Friday</b>                      8:00 AM – 4:30 PM  <b>Saturday</b>                      8:00 AM – 12:30 PM</p>
<p><b>East Prince Waste Management Facility (EPWMF)</b>                      29786 Route 2, Wellington Centre                      Phone: 902-854-3636</p>	<p><b>Monday to Friday</b>                      8:00 AM – 4:30 PM  <b>Saturday</b>                      8:00 AM – 12:30 PM  <b>SUMMER:</b>  <b>Monday to Friday</b>                      7:00 AM – 4:30 PM  <b>Saturday</b>                      7:00 AM – 12:30 PM</p>
<p><b>Murray River WWDC</b>                      378 Cape Bear Road, Route 18                      Murray River                      Phone: 902-962-7423</p>	<p><b>Tuesday and Thursday</b>                      8:00 AM – 4:30 PM  <b>Saturday</b>                      8:00 AM – 4:30 PM</p>
<p><b>New London WWDC</b>                      10142 Route 6                      New London                      Phone: 902-886-7425</p>	<p><b>Tuesday and Thursday</b>                      8:00 AM – 4:30 PM  <b>Saturday</b>                      8:00 AM – 12:30 PM  <b>SUMMER:</b>  <b>Monday, Tuesday, and Thursday</b>                      8:00 AM – 4:30 PM  <b>Saturday</b>                      8:00 AM – 2:00 PM</p>