



REQUEST FOR PROPOSALS

Processing of Old Corrugated Containers from Commercial Sources

Quesnel, B.C.

Closing Date and Time: Friday, December 9, 2022, 2pm Local Time

Project Contact:

Derek Kitamura, Landfill Manager/Public Works Supervisor

Tel: (250) 992-6330

Email: dkitamura@quesnel.ca

Table of Contents

1. Introduction	1
2. Definitions.....	1
3. Key Dates.....	3
4. Submission Details	3
5. Enquiries and Addenda.....	4
6. Project Background	5
7. Scope of Services.....	5
8. Contractor Duties	8
9. Project Timeline.....	8
10. Submission format	8
11. Evaluation of Proposals	11
12. RFP Process.....	12
13. Negotiations	13
14. Working Agreement	13
15. Award of Contract.....	14
16. Publication of the Results of this RFP	15
17. Workers' Compensation.....	15
18. Insurance and Indemnification	15
19. Living Wage Clause for Service Provider Contracts	16
20. General Terms of this RFP	16
21. Ownership of Proposals and Sole Use of Reports	18
22. Conflict of Interest	18
23. Confidentiality	19
24. Relationship of the Parties.....	19
25. Information Disclaimer.....	19
26. Freedom of Information and Protection of Privacy Act (BC).....	20

1. Introduction

- 1.1 The City of Quesnel invites responses to this request for proposal (hereinafter referred to as “RFP”) for services to sort, process, and market Old Corrugated Containers (hereinafter referred to as “OCC”) received at the Quesnel Landfill from commercial sources.
- 1.2 OCC is received in a designated drop-off at the Quesnel Landfill which is located at 830 Carson Pit Rd, Quesnel BC, V2J 7H2.
- 1.3 OCC is both collected by commercial haulers via rentable trade-waste-containers and also brought to the landfill in small loads by individual businesses.
- 1.4 The tipping fee for OCC is \$50/tonne with a \$5 minimum charge.
- 1.5 The City of Quesnel encourages Respondents to develop a work plan that demonstrates new, creative ways of processing and recycling OCC. The work plan should also address the timely removal of Commercial OCC from the landfill drop-off, the sorting and processing of the material, and the marketing of the material. The work plan must demonstrate sufficient capacity to service commercial quantities from Quesnel and the surrounding Regional District.

2. Definitions

- 2.1 Throughout this RFP the following definitions apply:
 - a) “City” means the municipal corporation, generally known as the City of Quesnel in British Columbia, Canada;
 - b) “City’s Designated Representatives” means the City employees or representatives who are authorized in writing to deal with the Contractor on behalf of the City in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract;
 - c) “Closing Time” means the closing date, time, and place as set out in subsection 4.1 of this RFP;
 - d) “Respondent” means same as “Contractor”;
 - e) “Contract Documents” means the purchase order, the Contractor’s Proposal, the RFP and such other documents as applicable, including the City’s purchase order all amendments or addenda agreed between the parties;

- f) “Contract” or “Agreement” means the agreement formed between the City and the Contractor as resulting from this RFP, executed by the City and the Contractor and evidenced
- g) “G.S.T.” means the Goods and Services tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefore in force from time-to-time;
- h) “Lead Contractor” is the Contractor whose Proposal, as determined through the evaluation criteria described in this RFP, provides the best overall value in meeting the requirements of the RFP, and with whom a Contract will be considered;
- i) “Project” means the scope of Work and Requirements described in this RFP;
- j) “Contractor” means an individual partnership, corporation or combination thereof, including joint ventures or a company that submits, or intends to submit, a Proposal in response to this RFP; who or which is awarded a Contract who enters into a written Contract with the City to perform and to oversee the Work.
- k) “Proposal” or “Submission” means a proposal submitted by a Contractor in response to this RFP;
- l) “Requirements” means all of the specifications, requirements and services set out in the RFP that describes the general requirements that the goods, materials, equipment and services must meet and the Successful Contractor must provide;
- m) “Response” means the same as “Proposal” or “Submission”;
- n) “RFP” means this request for proposals, inclusive of all appendices and any addenda that may be issued by the City;
- o) “Services” means the same as “Work”;
- p) “Proponent” means the same as “Contractor” and;
- q) “Work” or “Works” means the provision of all labour, services, materials, equipment, and any other necessary items and actions for the Successful Contractor to complete and perform its obligations in accordance with the Requirements and terms and conditions of the Contract.

3. Key Dates

- 3.1 To assist Contractors, the following are the key target dates and events with respect to this RFP process. Such dates are not guaranteed and may change based upon circumstances.

ACTIVITY	DATE
Issue RFP	November 16, 2022
Receive Proposals by	December 9, 2022
Contractor Interviews (optional)	TBD
Intended Award of Contract	Mid December

4. Submission Details

- 4.1 Submissions will be accepted until **Friday, December 9, 2022, at 2pm** Local Time. Proposals received later than the specified Closing Time will not be accepted.

The proposal shall be submitted in hardcopy to the address below or in electronic format to dkitamura@quesnel.ca by the Closing Time. Proposals shall be delivered in a sealed envelope and should be clearly marked with the RFP program title and addressed to the following:

Attn. Derek Kitamura
Landfill Manager/Public Works Supervisor
410 Kinchant Street
Quesnel, BC
V2J 7J5

- 4.2 Amendments to the proposal shall be prepared as new proposal documents to replace the original submission and may be submitted if delivered in writing prior to the Closing Time to the address above.
- 4.3 Proposals already delivered to the City may be withdrawn by written notice only, provided such notice is received at dkitamura@quesnel.ca or to the address above prior to the Closing Time.
- 4.4 Any and all costs associated with the preparation and submission of the Proposal, including any costs incurred by the Contractor after the Closing Time, will be borne solely by the Contractor.
- 4.5 By submitting a Proposal, the Contractor acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by

- the Contractor as a result of or arising out of submitting a Proposal for the proposed Contract, or due to the City's acceptance or non-acceptance of their Proposal or any breach by the City of the bid contract between the City and each of the Contractors or arising out of any contract award not made in accordance with the express or implied terms of the Proposal documents.
- 4.6 The proposal will be evaluated in accordance with the criteria outlined in Section 11, Evaluation Criteria.
- 4.7 Submission of a proposal indicates acceptance by the respondent of all the conditions contained in this RFP. The City reserves the right to negotiate with any Contractor.
- 4.8 The Successful Contractor will be required to sign a contract within 30 days.
- 5. Enquiries and Addenda**
- 5.1 Enquiries regarding this RFP are to be directed to Derek Kitamura, Landfill Manager/Public Works Supervisor, City of Quesnel at dkitamura@quesnel.ca
- 5.2 The City, its agents and employees shall not be responsible for any information, instructions or suggestions given by way of oral or verbal communication.
- 5.3 All clarification requests are to be sent in writing to the individual mentioned above. No clarification requests will be accepted by telephone.
- 5.4 Any and all changes to the RFP required before the proposal closing will be issued in the form of a written addendum and posted on the City of Quesnel Website and BC Bid. It is the sole responsibility of potential Contractors to check the above websites to ensure that all available information has been received prior to submitting a Proposal. If addenda are issued, their receipt must be acknowledged by the Contractors in the appropriate section of the Form of Proposal.
- 5.5 The decision to issue or not issue an addendum is entirely at the sole discretion of the City.
- 5.6 The deadline for enquiries for this RFP is **2pm** local time on **Tuesday, November 29, 2022 (3 business days prior to closing)**. The City reserves the right not to respond to inquiries received after this deadline.

5.7 Each addendum will be incorporated into and become part of the RFP document. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the City.

6. **Project Background**

6.1 In previous years, the City provided an open, un-scaled drop-off area for OCC and contracted out the handling, processing, and marketing of the received material. While this material was referred to as “commercial cardboard”, the drop-off was used frequently by residents in order to avoid the Recycle BC depot. Because the recycling of Residential OCC is funded under the provincial program and the processing of Commercial OCC is funded by the City, the decision was made to modify the commercial drop-off at the landfill to prevent residential use.

6.2 The location of the OCC drop-off was subsequently moved from the wood recycling area inside the first landfill gate to the waste transfer area beyond the scale. This change has enabled the City to screen out residential loads and measure the amount of inbound Commercial OCC.

6.3 The City is requesting proposals from interested parties to undertake the handling of the landfill OCC drop-off, the sorting and processing of the OCC, and the marketing of the OCC as part of the City’s recycling services. The purpose of the operation should continue to focus on the disposal of Commercial OCC in the most efficient and cost-effective manner possible, however, proponents may propose a workplan that includes new or creative activities for the City’s consideration.

7. **Scope of Services**

7.1 Definitions

7.1.1 “COMMERCIAL OCC DROP-OFF” means the three-sided concrete loc-block bay adjacent to the southernmost waste bin at the Quesnel Landfill.

7.1.2 “MARKETING” means the sale of processed materials to a recognized end user or broker for the purpose of recycling.

7.1.3 “OCC” is an acronym for Old Corrugated Containers and means any kraft paper board product which consists of a rippled kraft paper insert with kraft paper liners bonded to the outside of the product which does not have contaminants, such as wax, plastic, or foam associated with it and is free of absorbed contaminants such as oil, food, etc.

7.1.4 “PROCESSING” means the handling, sorting, crushing, and/or bailing of recyclable materials to Marketable standards recognized by the recycling industry.

7.2 Scope of Services

7.2.1 The City is requesting Proposals from qualified service providers to undertake the timely removal of Commercial OCC from the landfill drop-off, the sorting and processing of the material, and the marketing of the material. Monthly quantities of material received during the City’s pilot program for scaling Commercial OCC are shown in Table 1 below. The scope of services is envisioned to include the following tasks:

7.2.2 The Contractor will Process all received OCC to Market specifications and recycling industry standards that will return the highest value.

7.2.3 All required equipment, labour, and facilities associated with the Processing of OCC for Market will be the Contractor’s responsibility.

7.2.4 The Contractor will ensure that the level of OCC accumulation in the Commercial OCC Drop-Off does not extend above the adjacent concrete-block wall during normal landfill hours, 8:00 a.m. – 6:00 p.m., Tuesday through Sunday.

7.2.5 The City will neither compensate nor be liable for any damages that may result due to contaminants or unexpected materials entering the Commercial OCC Drop-Off.

7.2.6 If the Contractor requests permission to use a portion of the landfill site for purposes related to the completion of the contracted work, a Licence of Occupation from the City will be required and storage of Processed OCC will be limited to 2 ½ trailer loads. If Market prices for Processed OCC result in a net material disposal cost to the Contractor, Processed OCC in excess of 2 ½ trailer loads may be temporarily stockpiled in the Contractor’s Material Storage Area until such time as Market prices improve or alternate arrangements are made.

7.2.7 The Contractor will be solely responsible to research and establish Markets for all Processed OCC.

7.2.8 The Contractor will maintain a record of Market prices for Processed OCC. The Contractor will provide monthly reports detailing the market value for all Processed OCC.

- 7.2.9 The Contractor will be responsible to arrange, coordinate, and pay for the shipment of all Processed OCC to Markets. The Contractor will provide the necessary shipping and receiving functions at the landfill site.
- 7.2.10 The Contractor will keep all appropriate records of all transactions involving the Processed OCC.
- 7.2.11 Revenue from the Processed OCC will be the Contractor's unless otherwise negotiated.
- 7.2.12 The Contractor will provide qualified personnel to perform the duties described within this Agreement in accordance with the Specifications contained within this Agreement and WorkSafe BC regulations.
- 7.2.13 If the Contractor requests permission to use a portion of the landfill site and receives a Licence of Occupation from the City, the Contractor will be responsible for maintenance of the area of operations, including snow removal.
- 7.2.14 The Contractor will provide monthly reports of marketed material quantities with monthly invoicing.
- 7.2.15 The Contractor will develop and maintain a site-specific Health and Safety Plan prepared under the supervision of and signed by a Qualified Professional with experience in work place health and safety issues.
- 7.3 Other Activities
- 7.3.1 The Contractor should clearly outline other proposed activities (in addition to those described in Section 7.2 in the workplan of the Proposal.
- 7.4 Subcontractors that will be involved in the project should be identified in the Proposal. The subcontractors listed in the Proposal may not be changed without the written consent of the City.

Table 1: Observed Monthly Quantities

Month, 2022	Commercial OCC Received (tonnes)
January	23.0
February	27.6
March	43.9
April	42.5
May	67.8
June	42.3
July	38.8
August	46.5
September	46.5

8. Contractor Duties

- 8.1 The Contractor shall dedicate a team capable of undertaking the necessary project tasks that include, but are not limited to those set out in Section 7. The Contractor shall demonstrate in their proposal how the proposed team will provide these services effectively.
- 8.2 The Contractor shall manage necessary communications with City departments and other regulatory agencies or parties.

9. Project Timeline

- 9.1 The commencement of the contract is intended to begin on January 1, 2023 and is subject to the City of Quesnel Council awarding the contract.
- 9.2 The contract period will be 2 years with the possibility for two 1-year extensions at the discretion of the City.

10. Submission format

- 10.1 The City is requesting proposals from Contractors who are both interested and capable of undertaking The Project. The onus is on the Contractor to show their knowledge, understanding and capacity to conduct the work outlined in this RFP. The responses will be assessed according to how well they assure the City of success in relation to the submission requirements. The detail and clarity of the written submission will be considered indicative of the respondent's expertise and competence.
- 10.2 The Proposal must be prepared in five sections, corresponding to the sections listed below. Each section shall address the particular requirements noted.

Section 1: Overview

- Provide an introductory narrative demonstrating the Contractor's understanding of the scope of services and how the Contractor will approach this project.
- Provide a summary of the Contractor's experience.
- Describe the Contractor's applicable experience with recycling projects.
- Describe the Contractor's corporate history.

Section 2: Project Team

- Clearly identify all firms, staff, and subcontractors assigned to the project.
- Provide an organizational chart for the proposed project team structure.
- Demonstrate the capability, capacity and experience that senior staff have in providing the scope of services described above.
- The contractor shall demonstrate the project team is capable of delivering the following services:
 - Owning, operating, and maintaining the vehicles and equipment necessary for transporting and processing Commercial OCC;
 - Maintaining an acceptable level of material in the Commercial OCC Drop-Off during landfill operating hours;
 - Identifying and engaging industry buyers or brokers;
 - Written reporting and tracking of materials entering and exiting the processing facility; and,
 - Following standard operating procedures and protocols.

Section 3: Proposed Work Plan

- Provide a work plan describing how the proponent intends to process Commercial OCC, this includes collection from the drop-off, sorting,

baling, and resale or other creative processes/technologies that will be used to process OCC.

- The work plan must also describe any facilities and locations where work would take place. Any “other activities” planned should be clearly outlined and described in the workplan.
- Proposed days/hours of operations and proposed staffing.
- Provide a list of relevant training and/or certification(s) that the management team has and will maintain throughout the duration of this contract.
- Describe any value-added components of the workplan and their benefit to the community.

Section 4: References

- Supply a list of comparable projects your firm has completed over the past five years in the following format:
 - Project Title / Description:
 - Location:
 - Name, position and telephone number of Contact Reference

If no comparable project experience is available, provide at least 3 corporate references.

Section 5: Fees

- The fees shall be presented as unit rate costs (cost per month, or cost per tonne) as well as Total Annual Costs (estimated if proposed fee is by weight), as outlined in the Table below.

Table 2: Fee Estimate

Cost Description	Cost Per Unit	Unit Description	Number of Units	Total Annual Cost
Processing of Commercial OCC		Month OR Tonne		
Other (Please Specify)				
TOTAL COST				

The Contractor may submit for consideration alternative profit models as deemed necessary to accommodate fluctuations in OCC market values.

11. Evaluation of Proposals

- 11.1 Evaluation Team: An evaluation team will evaluate proposals. By responding to this RFP Contractors agree to accept the recommendation of the Evaluation Team as to the successful Contractor and acknowledge and agree that the City makes the final decision.
- 11.2 The following are mandatory criteria for services required under this RFP. Proposals that do not meet the mandatory requirements will be rejected and returned to the respondent.

Mandatory Criteria
The Proposal must be received at the closing location by the specified Closing Time.
The Proposal must be in English.
The Proposal must include a plan for how the proponent intends to provide the services described in Section 7.
The Contractor must sign, accept and return the Contractor Acceptance Form (Appendix A)

- 11.3 Proposals meeting all of the mandatory criteria will be further assessed against the following evaluation criteria.

Evaluation Criteria	Weight
Experience and Qualifications	30 points
Work Plan and Schedule <ul style="list-style-type: none">- Understanding of project requirements- Commitment to delivering effective services- Creative approaches to recycle OCC	25 points
Community Benefits <ul style="list-style-type: none">- Proponent to identify any social and/or environmental benefits to the City of Quesnel	10 points
City's evaluation of value vs fee proposal	35 points
Maximum Total Weighted Score	100 points

- 11.4 The evaluation team may select up to three top ranked Contractors for interviews. Alternatively, at the City's sole discretion, the City may by-pass the interview process if the top ranked Contractor clearly demonstrates its proposal is superior.
- 11.5 If interviewed by the City each Contractor should be prepared to demonstrate or otherwise substantiate any areas of the Response, its own

- qualifications for services required, and any other area of interest relative to its Response.
- 11.6 Reference checks may also be conducted by the City.
- 11.7 Prior to Contract award, the Contractor must provide Confirmation of WorkSafe BC coverage. (See section 17 of this RFP). Confirmation of Required Insurance (See section 18 of this RFP). The successful Contractor may be required to purchase a City business license.
- 11.8 Prior to Contract award, the Contractor may be required to demonstrate financial stability. As such, the Contractor may be required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last 2 (two) fiscal years.
- 11.9 The City may, prior to Contract award, negotiate changes to the scope of the Work, the materials, the Requirements or any conditions with any one or more of the Contractors without having any duty or obligation to advise any other Contractors or to allow them to vary their prices as a result of changes to the scope of Work, the materials, the Requirements, or any conditions, and the City shall have no liability to any other Contractor as a result of such negotiations or modifications.

12. RFP Process

- 12.1 This RFP is not an agreement to purchase goods or services. The City is not obligated to select a Contractor or to proceed to negotiations for a Contract, or to award any Contract. As such, the City reserves the right to unilaterally take the following actions, and shall not be liable for any such actions:
- a) accept a Proposal that deviates from the Requirements or the conditions specified in this Proposal;
 - b) accept a Proposal which is not the lowest cost Proposal;
 - c) accept all or any part of a Proposal;
 - d) amend the scope and description of the products and services to be procured as described in this RFP, and the qualifications that may be required to meet those requirements;
 - e) assess the ability of the Contractor to perform the Contract and reject any Proposal where, in the City's sole estimation, the personnel and/or resources of the Contractor are deemed insufficient;

- f) cancel the RFP process and recommence in respect of the same RFP with the same or an amended set of documents, information and requirements;
 - g) cancel the RFP process at any time and reject all submissions;
 - h) not accept any Proposal in response to this RFP;
 - i) reject a Proposal even if it is the only Proposal received by the City;
 - j) reject any and all Proposals, including without limitation the lowest priced Proposal, even if the lowest priced Proposal conforms in all aspects with the RFP;
 - k) reject or accept any or all Proposals at any time prior to execution of a Contract;
 - l) reject Proposals which are incomplete, conditional or obscure or erasures or alterations of any kind, or
- 12.2 The Contractor acknowledges and agrees that any RFP is in no way whatsoever an offer to enter into an agreement and submission of a Proposal by any Contractor does not in any way whatsoever create a binding agreement. The Contractor acknowledges that the City has no contractual obligations whatsoever arising out of the RFP process.

13. Negotiations

- 13.1 The award of the contract may be subject to negotiations with the Lead Contractor. Such negotiations include, but are not limited to, the following:
- a) changes or refinements in the service requirements or scope of services proposed by the Lead Contractor;
 - b) fees – if directly related to a change or refinement in the proposed scope of work proposed by the Lead Contractor;
 - c) specific contract details as deemed reasonable for negotiation by the City; and,
 - d) structure of the Contractor team and participants.

14. Working Agreement

- 14.1 The Successful Contractor will enter into a contract for services with the City based upon the information contained in this RFP and the Successful Contractor's Submission and any negotiated modifications thereto.
- 14.2 If a written contract cannot be negotiated within 90 (ninety) days of notification to the Lead Contractor, the City may, at its discretion at any time thereafter, terminate negotiations with the Lead Contractor and either enters into negotiations with the next qualified Contractor or cancel the RFP process and not enter into a contract with any Contractor.

15. Award of Contract

- 15.1 Award of a Contract is contingent on funds being approved and the contract award being made by the appropriate City authority.
- 15.2 No Contract will be formed, with any Contractor, until the Contract terms have been successfully negotiated between both parties (the City and the Successful Contractor). The City is not obligated to any Contractor in any manner until a purchase order is issued and an agreement has been signed by an authorized person to sign on behalf of the City.
- 15.3 The City's purchase order, the Contractor Proposal, the RFP and such other documents including all amendments or addenda, shall form the basis for the Contract between the Contractor and the City. In the event of a conflict between any of the Contract Documents, the following documents will take precedence and govern over each other in the following order of priority from highest to lowest:
 - a) The City's purchase order;
 - b) Any mutually agreed to amendments between the Contractor and the City;
 - c) The RFP and any subsequent addenda; and
 - d) The Proposal.
- 15.4 Where the head office of the Successful Contractor is located within the City and/or where the Successful Contractor is required to perform the Service at a site located within the City, the Successful Contractor should have a valid City business license prior to Contract execution.
- 15.5 The City is not under any obligation to award a Contract and may elect to terminate this RFP at any time.

16. Publication of the Results of this RFP

16.1 The City will inform all the applicants of the final result of the RFP.

17. Workers' Compensation

17.1 The successful Contractor shall abide by all provisions of the Workers Compensation Act of British Columbia and upon request by the City, supply proof that all assessments have been paid.

18. Insurance and Indemnification

18.1 The successful Contractor shall at its own expense obtain and maintain until the termination of the contract and provide the City with evidence of:

- a) Comprehensive general liability insurance on an occurrence basis for an amount not less than five million dollars (\$5,000,000) and shall include the City as an additional insured with respect to the Contractor's operations, acts and omissions relating to its obligations under this Agreement. Such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, City's and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses;
- b) Automobile liability insurance for an amount not less than three million dollars (\$3,000,000) on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.

18.2 The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the effective date of cancellation or expiry.

18.3 The successful Contractor by its acceptance of a negotiated agreement and purchase order, agrees to indemnify and hold harmless the City, its elected officials, agents and employees, from and against all loss or expense that may be incurred by the City, its officials, officers, employees and agents as a result of bodily injury, including death sustained by any person or persons, or on account of damage to property including loss of use thereof arising out of or as a consequence of the performance of the work stipulated in the RFP and any negotiated agreement.

18.4 The successful Contractor will provide proof of ongoing insurance on an annual basis.

19. Living Wage Clause for Service Provider Contracts

- 19.1 The City requires that services exceeding 120 hours of work per year include the following living wage clause in their contracts:

General

1.1 It is a condition of this Agreement that, for the duration of this Agreement:

- (a) the Contractor pays all employees who are employed by the Contractor to perform services pursuant to this agreement not less than the Living Wage, as set annually by the Living Wage for Families Campaign; and
- (b) notwithstanding 1.1 (a), the contractor has up to 6 months from the date on which any increase in the Living Wage is adjusted by Living Wage for Families Campaign, to increase any or all wages such that the Contracted Employees continue to be paid not less than the Living Wage.

Sub Contracting

1.2 If the Contractor sub-contracts all or part of the provision of the Services to a sub-contractor pursuant to clause [1.1], the Contractor shall ensure that any sub- contractor adheres to clause 1.1 as though it were the contractor.

Termination of Contract

1.3 A breach by the Contractor of its obligations pursuant to clauses 1.1 and 1.2 shall constitute a material breach by the Contractor of this Agreement which shall entitle the client to terminate this Agreement.

20. General Terms of this RFP

- 20.1 The terms and conditions of the proposal offer shall remain firm and open for acceptance by the City for a period of ninety (90) calendar days from date of closing whether or not another Proposal has been accepted.
- 20.2 The City reserves the right to cancel this RFP for any reason without any liability to any Contractor or to waive irregularities at its own discretion.
- 20.3 The City is not liable for any costs incurred by interested parties in the preparation of their response to this request or interviews if held. Furthermore, the City shall not be responsible for any liabilities, cost, loss or damage incurred, sustained or suffered by any interested party, prior or subsequent to, or by reason of the acceptance or non-acceptance by the

- City of any response, or by reason of any delay in the acceptance of the response.
- 20.4 Contractors are advised that the City will not necessarily accept any Proposal and the City reserves the right to reject any or all Proposals at any time without further explanation or to accept any Proposal considered advantageous to the City.
 - 20.5 The City may, in its absolute discretion, reject a proposal submitted by the Contractor, if the Contractor, or any officer or director of the Contractor is or has been engaged either directly or indirectly through another corporation in legal action against the City, its elected or appointed officers and employees in relation to any other Contract for works or services or any matter arising from the City's exercise of its powers, duties or functions.
 - 20.6 A Proposal which contains an error, omission, or misstatement, which contains qualifying conditions, which does not fully address all the requirements of this RFP, or which otherwise fails to conform to the requirements in this RFP, including the Proposal format and content requirements, may be rejected in whole or in part by the City at its sole discretion.
 - 20.7 Notwithstanding the foregoing or any other provision of this RFP, the City may in its sole discretion elect to retain for consideration Proposals which deviate either materially from the Proposal Format and Content Requirements set out in hereto or which otherwise fail to conform to any other requirement of this RFP.
 - 20.8 The City may waive any non-compliance with the RFP, requirements, or any conditions of anything required by the RFP and may, at its sole discretion, elect to retain for consideration Proposals which are nonconforming, which do not contain the content or form required by the RFP or because they have not complied with the process for submission set out herein.
 - 20.9 The City may choose, at its sole discretion, to proceed with all of the components of the Work, none of the components or selected components of the Work.
 - 20.10 The City may accept or waive a minor and inconsequential irregularity where practicable to do so. The City may, as a condition of acceptance of the Proposal, request a Contractor to correct a minor and inconsequential irregularity with no change in the Proposal. The determination of what is or is not a minor and inconsequential irregularity, the determination of

- whether to accept, waive, or require correction of an irregularity, and the final determination of the validity, will be at the sole discretion of the City.
- 20.11 These terms of reference and the accepted proposal documents will form part of the contract made with the Contractor. All proposals are subject to the provisions of the British Columbia Freedom of Information and Protection of Privacy Act.
- 20.12 Only personnel listed in the successful proposal shall perform the work unless otherwise approved by the City.
- 20.13 Any disputes will first be attempted to be resolved via frank and open negotiations. If negotiations are unsuccessful, the dispute will be referred to a mutually agreeable third party mediator/arbitrator whose decision will be final and binding.
- 20.14 Neither party will be responsible for carrying out their duties, nor will they be entitled to any compensation if events beyond their control occur. Examples of such events are, but, are not limited to, acts of God, labour disruptions, political decision delays, and protests.
- 20.15 All Proposals will remain confidential, subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

21. Ownership of Proposals and Sole Use of Reports

- 21.1 All Proposals submitted, other than any Proposal withdrawn prior to the opening of Proposals or any late Proposals, become the property of City and will not be returned to Contractors.
- 21.2 Any design, report and other material provided by the Contractor, or their sub-contractors, will become the property of and for the sole use of the City.

22. Conflict of Interest

- 22.1 Contractors shall disclose any potential conflicts of interest and existing business relationships they may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure. The City may reject a Proposal from any Contractor that the City judges would be in a conflict of interest if the Contractor is awarded a Contract. Failure to disclose, or provide false or insufficient disclosure of the nature and extent of any relationship the Contractor may have with any employee, officer or director of the City shall be grounds for immediate

termination of any Contract with the City, in the City's sole discretion, without further liability of notice.

- 22.2 By submitting a Proposal, the Contractor warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Contractor, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen by the City to create a conflict.

23. Confidentiality

- 23.1 Information about the City obtained by Contractors must not be disclosed unless prior written authorization is obtained from the City.
- 23.2 The Contractor agrees that this obligation of confidentiality will survive the termination of the Contract between the Contractor and the City.

24. Relationship of the Parties

- 24.1 The Contractor and the City expressly acknowledge that they are independent entities and neither an agency, partnership nor employer-employee relationship is intended or created by submission of a proposal or subsequent contract.

25. Information Disclaimer

- 25.1 The City, including its Designated Representatives and its directors, officers, employees, agents, contractors and advisors are not liable or responsible for any verbal or written information, or any advice, or any errors or omissions, which may be contained in this RFP or otherwise provided to any Contractor pursuant to this RFP.
- 25.2 The City makes no representation, warranty, or undertaking of with respect to this RFP and the City, its Designated Representatives and its directors, officers, employees, agents, contractors and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this RFP or any other written or oral information made available to any interested person or its advisors, and any liability however arising, is expressly disclaimed by the City.
- 25.3 While the City has made considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for the Contractor and is not necessarily comprehensive or exhaustive. Nothing in this RFP is intended

to relieve the Contractor from forming its own opinions and conclusions in respect of the matters addressed in the RFP.

26. Freedom of Information and Protection of Privacy Act (BC)

- 26.1 Contractors should note that the City is subject to the British Columbia Freedom of Information and Protection of Privacy Act, which imposes significant obligations on the City's Contractors to protect all personal information acquired from the City in the course of providing any service to the City.

APPENDIX A: CONTRACTOR ACCEPTANCE FORM
Processing of Old Corrugated Containers from Commercial Sources

We certify that we have read and understood the information provided in the Request for Proposal (RFP) and all subsequent documentation. The information provided in our proposal is accurate and we agree to be bound by the all conditions, statements and representations contained herein.

Failure to provide signatures below will result in immediate rejection of the proponent's proposal. The person signing this RFP declares that they are duly authorized signing authority with the capacity to commit their firm/company to the conditions of this RFP.

Executed this _____ day of
_____, 2022

Authorized
Signature _____

Printed
Name _____

Title/Position

Company Name

Address

Phone

Fax

Email
