

**REQUEST FOR PROPOSALS**

**Number CMAB 2025-03**

**FOR COLLECTION OF PPP**

**IN**

**COLLECTION CATCHMENT AREAS IN THE PROVINCE OF ALBERTA**

**Issue Date:**

**Question Submission Deadline:** Refer to Table 2.1

**Proposal Submission Deadline:** Refer to Table 2.1

**LATE PROPOSALS SHALL NOT BE ACCEPTED.**



REQUEST FOR PROPOSALS FOR COLLECTION OF PPP IN COLLECTION CATCHMENT AREAS IN  
THE PROVINCE OF ALBERTA

CMAB 2025-03

PROPONENT'S PROPOSAL CHECKLIST

**NOTE: Proposals not submitted in a separate electronic file for each of (i) Mandatory Forms, (ii) Technical Proposal and (iii) Financial Proposal as set out below may be rejected or retained for consideration and selection. The Proposal Deposit must be submitted in hard copy.**

**Before submitting the electronic file titled Mandatory Forms, please check to ensure the following has been done:**

1. Have you included the completed Proposal Form (Appendix D)? Section 4.1.1.
2. Have you included a copy of the required Proposal Deposit? Section 4.1.2.
3. Have you submitted the required Proposal Deposit using the Appendix N label?
4. Have you included the completed Independent Proposal Certification Form (Appendix E)? Section 4.1.3.
5. Have you included the Completed Confidentiality Agreement (Appendix C)? Section 4.1.4.

Each Proponent must submit items 1, 2, 4 and 5 in their electronic file clearly marked "**Mandatory Forms**" to [procurement@circularmaterials.ca](mailto:procurement@circularmaterials.ca). Each Proponent must submit item 3 clearly marked "**Proposal – Mandatory Form, Item 3**" to the address in Appendix N.

**Before submitting the electronic file titled Technical Proposal, please check to ensure the following has been done:**

1. Have you included the completed Proposal Form (Appendix D)? Section 4.2.1.
2. If applicable, have you included the completed Subcontractor Form (Appendix F)? Section 4.2.2.
3. Have you included the completed Key Individuals Form (Appendix G)? Section 4.2.3.
4. 4.2.5 Have you included the Company Information Form (Appendix I) Section 4.2.4.4.2.5
5. Have you included the Catchment Forms (Appendix J and Appendix L) in your Technical Proposal? Section 4.2.5

Each Proponent must submit items 1, 2, 3, 4 and 5 in their electronic file clearly marked "**Technical Proposal**" to [procurement@circularmaterials.ca](mailto:procurement@circularmaterials.ca).

**Before submitting the electronic file titled Financial Proposal, please check to ensure the following has been done:**

1. Have you included the Proposal Form (Appendix D)? Section 4.3.1.
2. If applicable, have you included the Agreement to Bond (Appendix H)? Section 4.3.2.
3. Have you included the Pricing Form (Appendix K and Appendix M) for each Collection Catchment Area addressed in the Technical Proposal? Section 4.3.3.

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Each Proponent must submit items 1, 2 and 3 in their electronic file clearly marked "**Financial Proposal**" to [Procurement@circularmaterials.ca](mailto:Procurement@circularmaterials.ca).

**NOTE: Circular Materials has provided this checklist for the convenience of the Proponents responding to this RFP and provides no guarantees it is complete. This checklist does not relieve a Proponent of its obligation to review the RFP Documents in their entirety to understand fully the requirements of the RFP Documents (including the content and form of the Proposal), and its obligation to ensure that its Proposal, in response to the RFP Documents, is complete and meets the requirements of the RFP Documents.**

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**APPENDIX E: INDEPENDENT PROPOSAL CERTIFICATION FORM**

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## ARTICLE 1 INTRODUCTION

### 1.1 Definitions

"Addenda" shall have the meaning set forth in Section 0.

"Addendum" shall have the meaning set forth in Section 0.

"Agreement to Bond" means the agreement to bond set forth in Appendix H.

"Alternative Option" means an alternative proposed by a Proponent as part of its Proposal that presents economic, environmental, or efficiency advantages, is generally consistent with the requirements set out in the RFP Documents, delivers Circular Material's desired objectives, and may address a subset of the Work and/or portions of the Collection Catchment Areas.

**Error! Reference source not found.** "Applicable Law" shall have the meaning set forth in Section 1.1 of the Draft MSA.

"Business Day" shall have the meaning set forth in Section 1.1 of the Draft MSA.

"CM" shall have the meaning set forth in Section 1.3.

"Circular Materials Contact" shall have the meaning set forth in Section 2.1.

"Collection Catchment Areas" means the following collection catchment areas shown in Figure 1.1: C1; C2; C3; C4; C5; C6; C7; C8; C9; C10

"Collection Vehicle" shall have the meaning set forth in Section 1.1 of the Draft MSA.

"Company Information Form" means the company information form set forth in Appendix I.

"Confidentiality Agreement" means the confidentiality agreement in Appendix C to this RFP, returned by a Proponent pursuant to Section 4.1.4 of this RFP.

"Contract Price" shall have the meaning set forth in Section 1.1 of the Draft MSA.

"Draft Master Services Agreement" or "Draft MSA" means the draft master services agreement in the form set forth in Appendix A.

"Equipment" shall have the meaning set forth in Section 1.1 of the Draft MSA.

"Facility" shall have the meaning set forth in Section 1.1 of the Draft MSA.

"Final Master Services Agreement" or "Final MSA" means an agreement, if any, that is entered into between a Successful Proponent and Circular Materials. For clarity Circular Materials may enter into more than one Final MSA with more than one Successful Proponent in relation to this RFP process.

"Financial Proposal" means the Proposal documents prescribed in Section 4.3.

"Independent Proposal Certification Form" means the independent proposal certification form set forth in Appendix E.

“Key Individuals Form” means the key individuals form set forth in Appendix G.

“Mandatory Forms” means the Proposal documents prescribed in Section 4.1.

“Multi Family Catchment Form” means the multi family catchment form set forth in Appendix L.

“Multi Family Pricing Form” means the multi family pricing form set forth in Appendix M.

“PPP” means single-use products, packaging, packaging-like products and paper products as designated materials for the purposes of sections 1 to 11 and Part 1 of the Regulation pursuant to section 13 of the Regulation.

“Performance Security” shall have the meaning set forth in Section 7.1 of the Draft MSA.

“Person” means any individual, partnership, limited partnership, joint venture, syndicate, company or corporation with or without share capital, trust, trustee, executor, administrator or other legal personal representative, and any federal, provincial or municipal government, regulatory authority, agency, tribunal, commission, board or department of any such government or entity however designated or constituted.

“Preferred Proponent” means a Proponent with whom Circular Materials wishes to negotiate a Final MSA.

“Proponent” means a Person that completed a Registration Form and Confidentiality Agreement.

“Proponent Team Member” means a Proponent’s advisor, employee, representative, affiliate, subcontractor or consultant and their respective advisors, employees, representatives, affiliates, subcontractors and consultants.

“Proposal” means the proposal to be submitted by a Proponent in accordance with the RFP Documents.

“Proposal Closing Time” shall have the meaning set forth in Table 2.1 of this RFP.

“Proposal Deposit” shall have the meaning set forth in Section 4.1.2.

“Proposal Form” means the proposal form set forth in Appendix D.

“Proposal Materials” shall have the meaning set forth in Section 5.6(a).

“Receiving Facility” shall have the meaning set forth in Section 1.1 of the Statement of Work for Collection of PPP Draft MSA.

“Registration Form” means the registration form set forth in Appendix B.

“Regulation” shall have the meaning set forth in Section 1.1 of the Draft MSA.

“Request for Proposal” or “RFP” means this RFP Number CMAB 2025-03 dated September 15, 2025 (including Appendices A, B, C, D, E, F, G, H, I, J, K, L, M and N).

“RFP Documents” means:

- (i) this RFP including Appendices A, B, C, D, E, F, G, H, I, J, K, L, M and N; and
- (ii) any Addenda.

“Single Family Catchment Form” means the single family catchment form set forth in Appendix J.

“Single Family Pricing Form” means the single family pricing form set forth in Appendix K.

“Single Stream” shall have the meaning set forth in Section 1.1 of a Statement of Work under the Draft MSA.

“Statement of Work” shall have the meaning set forth in Section 1.1 of the Draft MSA.

“Subcontractor” shall have the meaning set forth in Section 1.1 of the Draft MSA.

“Subcontractor Form” means the subcontractor form set forth in Appendix F.

“Submission Email Address” shall have the meaning set forth in Section 3.6(a).

“Successful Proponent” means a Proponent, if any, that executes a Final MSA with Circular Materials.

“Technical Proposal” means the Proposal documents prescribed in Section 4.2.

“Work” means the work generally described in the Draft MSA, including the Statements of Work.

## **1.2 Interpretation**

- (a) Whenever inconsistent in the context, words used in the present tense include the future tense, words in the plural include the singular, words in the singular include the plural, the use of any gender shall be applicable to all genders whenever the sense requires.
- (b) The words authorized, directed, required, requested, approved, ordered, sanctioned, and satisfactory, unless some other meaning is obvious from the context, shall mean respectively authorized, directed, required, required, approved, or sanctioned by or satisfactory to Circular Materials or its appointed representative.
- (c) Where the word “including” or “includes” is used, it means “including (or includes) without limitation”.
- (d) The word “may” in the RFP Documents denotes permissive, and in the context of Circular Materials means acting in its sole and absolute discretion.
- (e) The word “shall” in the RFP Documents denotes imperative.
- (f) Any capitalized term used in the RFP Documents that is not defined in Section 1.1 or elsewhere in the RFP Documents shall, if applicable, have the meaning set out in the Regulation or otherwise shall have the generally accepted industry or technical meaning given to such term.

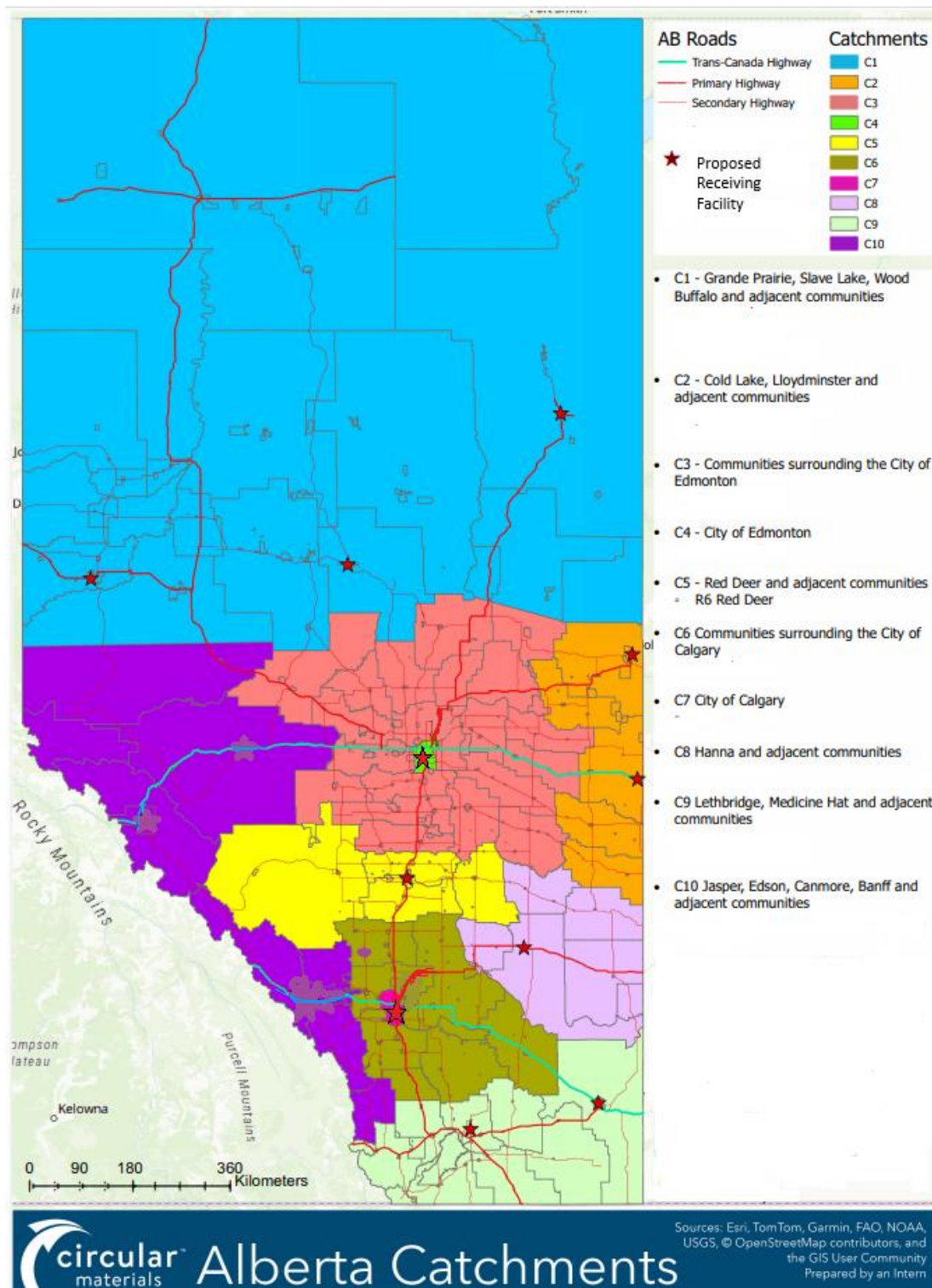


- (g) The headings in the RFP Documents are solely for convenience of reference and shall not be used for purposes of interpreting or construing the provisions hereof.
- (h) Unless otherwise provided for herein, all monetary amounts referred to herein shall refer to the lawful money of Canada.
- (i) When calculating the period of time within which or following which any act is to be done or step taken pursuant to the RFP Documents, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, then the time period in question shall end on the first Business Day following such non-Business Day.
- (j) Any references in the RFP Documents to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body, including any Applicable Law, shall be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.
- (k) This RFP is only a request for proposals and is not, and under no circumstances to be construed or considered as, an invitation to bid or call for tenders. Neither the RFP Documents nor the submission of any Proposals in response to the RFP Documents shall, in any way whatsoever, create any binding obligations on Circular Materials. For clarity, these RFP Documents are not intended to be an offer to enter into a bidding contract with Proponents (often referred to as "Contract A") and Circular Materials shall have no obligations or liability of any kind to a Proponent until a Final MSA, if any, has been formally executed by a Successful Proponent and Circular Materials.

### **1.3 Purpose**

- (a) Circular Materials ("CM") is a federal not-for-profit corporation having a place of business at 1 St. Clair Avenue West, Suite 700, Toronto ON M4V 1K6.
- (b) Circular Materials may, in its sole and absolute discretion, decide that:
  - (i) Circular Materials shall enter into one or more Final MSAs with one or more Successful Proponents; and
  - (ii) each Final MSA may relate to the performance of the Work in:
    - (A) one or more Collection Catchment Areas; or
    - (B) a part of a Collection Catchment Area; or
    - (C) the parts of different Collection Catchment Areas

Figure 1.1: Collection Catchment Areas





**ARTICLE 2 CONTACT, TIMELINE AND DOCUMENTS**

**2.1 Circular Materials Contact**

- (a) Unless otherwise specified in the RFP Documents, all communications relating to this RFP shall only be addressed to the following designated contact (the “Circular Materials Contact”)

Arunav Gandotra

[procurement@circularmaterials.ca](mailto:procurement@circularmaterials.ca)

- (b) All communications relating to this RFP shall be in writing and submitted to Circular Materials Contact by email with the subject line “CMAB 2025-03 Collection of PPP”.
- (c) Proponents and their representatives may not contact individuals employed or engaged by Circular Materials, other than Circular Materials Contact set out in section 2.1(a), concerning matters regarding this RFP. Only information received by Circular Materials Contact shall be considered in this RFP. Any Proponent that does not follow these instructions may be disqualified from this RFP.

**2.2 RFP Timeline**

- (a) Table 2.1 provides a proposed schedule for the RFP. Circular Materials reserves the right to revise this schedule, or to add to or delete any of the milestones set out in Table 2.1, in Circular Materials’ sole and absolute discretion, at any time.
- (b) For those milestones that require Proponents to deliver a response to Circular Materials, the milestones listed are firm deadlines and Proponents must submit their response on or before the deadlines set out in Table 2.1.

Table 2.1: RFP Timeline	
Item	Date
RFP Issued	Monday, September 15, 2025
Question Submission Deadline	Friday, October 31, 2025, 4:00 PM MT
Registration Deadline	Friday, October 31, 2025, 4:00 PM MT
Deadline for Issuance of Addenda	Friday, November 14, 2025, 4:00 PM MT
Proposal Submission Deadline	Monday, January 5, 2026, 4:00 PM MT
Clarifications and/or Interviews, if required	Prior to February 6, 2026
Anticipated Communication by Circular Materials to Proponents	Prior to March 31, 2026
MSA Effective Date	October 1, 2026

### **2.3 Addenda**

- (a) Circular Materials may, at any time or times during this RFP, modify the RFP Documents, in whole or in part, or provide clarification or additional information, if deemed necessary by Circular Materials. To address such issues, Circular Materials shall issue a written addendum to this RFP (collectively, the “Addenda” and individually, the “Addendum”) to Proponents.
- (b) Following the issuance of the RFP, Circular Materials shall issue Addenda using the latest contact information provided by a Proponent. The onus is upon a Proponent to ensure Circular Materials has the Proponent’s correct contact information.
- (c) It is a Proponent’s ultimate responsibility to ensure they have received all Addenda. Proponents must acknowledge receipt of all Addenda in their Proposal or a Proponent’s Proposal may be disqualified.
- (d) The final Addendum shall be issued no later than the Deadline for Issuance of Addenda specified in Table 2.1.

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**ARTICLE 3      INSTRUCTIONS TO PROPONENTS**

**3.1      Registration**

- (a)      Subject to the other provisions in the RFP Documents, only Persons that register with Circular Materials by the Registration Deadline provided in Table 2.1 may participate in the RFP.
- (b)      To register, a Person must complete all required elements of the form provided in Appendix B and submit it to Circular Materials pursuant to Section 2.1(a).
- (c)      Circular Materials does not intend to hold a Proponent to a commitment to submit a Proposal that may be required by the Registration Form submitted by such Proponent.

**NOTE: If a Person wishes to jointly submit a Proposal with one or more other Persons, the Person must comply with the requirements of Section 5.9 of this RFP. All Persons submitting the joint Proposal must be identified in the Proposal Form. The Proposal Form must expressly identify, for each joint Person, the services set out in the Proposal that such joint Person shall provide.**

**3.2      Non-Mandatory Meeting**

- (a)      Proponents are encouraged to attend a non-mandatory information meeting on Monday, September 22, at 2:00 PM MT via Zoom. Login co-ordinates will be provided to Proponents.
- (b)      The non-mandatory information meeting shall include a high-level review of the anticipated RFP process and contents. In addition, the non-mandatory information meeting shall allow for the Proponents to clarify the scope, propose high level concepts and ensure alignment with Circular Materials' vision for the RFP. Prior to such non-mandatory information meeting, each Proponent shall provide Circular Materials Contact with the names and titles of its representatives that shall be attending the non-mandatory information meeting. The benefits of the non-mandatory information meetings include:
  - (i)      discussions that improve the quality of the Proposals; and
  - (ii)     an opportunity for Proponents to clarify their understanding, at a high level, of the scope of Work required and Circular Materials objectives.
- (c)      Failure to attend the non-mandatory information meeting by a Proponent shall not automatically result in disqualification and Circular Materials may, in its sole and absolute discretion, consider the Proposal of such a Proponent. No statement in the non-mandatory information meeting by either Circular Materials or a Proponent shall amend any provision of the RFP Documents, or may be relied upon by a Proponent, except to the extent it is later confirmed in writing by Circular Materials through Addenda.
- (d)      Proponents shall participate in the non-mandatory information meeting in accordance with the guidelines, procedures and processes set by Circular Materials.
- (e)      In the event that Circular Materials deems a question discussed at the non-mandatory information meeting would be of a general interest to the Proponents, or

could have a significant effect on the RFP or the outcome of the RFP process, Circular Materials shall have the right to provide the question and answer to all Proponents, even if the Proponent that posed the question sought to retract the question.

### 3.3 Inquiries, Omissions, Discrepancies, and Interpretations

- (a) Each Proponent must satisfy himself/herself by a personal study of the RFP Documents respecting the conditions existing or likely to exist in connection with the Work and other matters in respect of the RFP Documents. There shall be no consideration of any claim, before or after submission of a Proposal, that there is a misunderstanding with respect to the conditions imposed by the RFP Documents.
- (b) A Proponent shall review the information furnished to it by, or on behalf of, Circular Materials (including the RFP Documents) in a reasonable and prudent manner and satisfy itself that the information (including the scope of the Work) is complete and clear. If a Proponent finds discrepancies, omissions, errors, departures from good practice and ambiguities, or has other questions or comments in respect of such documents or information or has any doubt as to the meaning of such documents or information (including any uncertainty as to the proper manner of completing a Proposal), the Proponent shall notify Circular Materials Contact immediately (but not later than the Question Submission Deadline specified in Table 2.1) pursuant to Section 2.1 of this RFP.

**NOTE: No oral explanation, discussion or interpretation shall modify any of the requirements or provisions of the RFP Documents unless it is issued as an Addendum. Circular Materials shall not be responsible for any oral explanation, discussion or interpretation.**

- (c) Circular Materials reserves the right to distribute copies of any and all inquiries which it receives from a Proponent and Circular Materials' responses to such inquiries to all other Proponents.
- (d) If the Circular Materials Contact considers that a correction, explanation, or interpretation is necessary or desirable, an Addendum shall be issued to all Proponents.
- (e) For questions, concerns or comments that have a specific relevance to a particular Proponent, Circular Materials may, in its sole and absolute discretion, respond only to the Proponent.
- (f) Circular Materials may choose not to respond to a question, concern or comment submitted by a Proponent.

### 3.4 Completion of a Proposal

- (a) All entries in a Proposal shall be clear, legible and indelible.
- (b) All items in a Proposal shall be submitted according to instructions in the RFP Documents.
- (c) Proposals must be submitted electronically and shall follow the proposal format outlined in Section 3.5 and elsewhere in the RFP Documents.

- (d) Only content provided in a Proponent's Proposal, any information a Proponent may provide in a presentation to Circular Materials (if so invited to provide a presentation by Circular Materials) and information collected as part of Circular Materials' due diligence process shall be considered part of the Proposal for the purpose of evaluation for this RFP. For clarity, Circular Materials shall not use any information directed by links to websites or documents as supplemental information to the Proponent's Proposal.
- (e) A Proponent's Proposal shall be signed in accordance with this Section 3.4(e):
  - (i) Sole Proprietorship: Signature of sole proprietor in the presence of a witness who shall also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
  - (ii) Partnership: Signature of all partners in the presence of a witness who shall also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
  - (iii) Limited Company: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal.
  - (iv) Joint Venture: Each and every party of the joint venture shall sign under their respective seals in a manner appropriate to such party as described above.

### 3.5 Proposal Format

- (a) A Proponent must submit its Proposal to Circular Materials in three (3) electronic files for each of Mandatory Forms, Technical Proposal and Financial Proposal.
- (b) The electronic file clearly marked "**Mandatory Forms**" must contain the information prescribed pursuant to Section 4.1.
- (c) The Proposal Deposit must be submitted to the address in Appendix N.
- (d) The electronic file clearly marked "**Technical Proposal**" must contain the information prescribed pursuant to Section 4.2.
- (e) The electronic file clearly marked "**Financial Proposal**" must contain the information prescribed pursuant to Section 4.3.

### 3.6 Delivery and Opening of Proposal

- (a) Electronically transmitted files for Mandatory Forms and Technical Proposal must be submitted on or before the Proposal Closing Time to [Procurement@circularmaterials.ca](mailto:Procurement@circularmaterials.ca) (the "Submission Email Address").
- (b) The Proposal Deposit must be submitted on or before the Proposal Closing Time using the address label in Appendix N.
- (c) Circular Materials shall not be responsible for electronic files or the Proposal Deposit which are not properly marked, transmitted and/or are delivered to any location other than that specified in Section 3.6(a) and 3.6(b) and/or delivered outside of the time



period provided for in Section 3.6(a). The use of any means of delivery for a Proposal Deposit shall be at the risk of the Proponent.

- (d) Circular Materials shall not be responsible for Proposals which are not properly marked and/or are delivered to any location other than that specified in Section 3.6(a) and/or delivered outside of the time period provided for in Section 3.6(a). The use of any means of delivery for a Proposal shall be at the risk of the Proponent.
- (e) Proposals received after the Proposal Closing Time shall not be considered.
- (f) Proponents are advised there shall not be a public opening for this RFP. Proposals received by the Proposal Closing Time shall be opened by Circular Materials at a time to be determined by Circular Materials.
- (g) A Proposal is irrevocable by a Proponent submitting same and shall remain in effect and open for acceptance by Circular Materials for a period of two-hundred and forty (240) calendar days after the Proposal Closing Time. Without limiting the generality of any other provision in the RFP Documents, the acceptance of a Proposal may take place at any time during such period of irrevocability. Except as expressly set out in this RFP, once submitted, a Proposal may not be amended but if a Proposal was submitted prior to the Proposal Closing Time, such Proposal may be withdrawn and a new complete Proposal submitted prior to the Proposal Closing Time. Where more than one Proposal is submitted by a Proponent prior to the Proposal Closing Time, the last Proposal to be received shall be deemed to have revoked and superseded any prior Proposal by the applicable Proponent. Any new Proposals must be submitted in accordance with the requirements of this RFP.
- (h) If a Proposal cannot be submitted to the Submission Email Address due to file sizes exceeding that supported by the Submission Email Address, the Proponent may either split the Proposal across multiple emails that should each be identified as forming part of the Proposal and indicating the total number of parts (e.g. including in the subject, "Part x of y"), or make a request to the Circular Materials Contact that they submit their Proposal via, SharePoint, which must first be agreed upon by Circular Materials at their sole discretion. Any such request should be made sufficiently in advance of the Proposal Closing Time to enable such arrangements to be established and the Proposal to be uploaded prior to the Proposal Closing Time.

### **3.7 Alteration of Proposal Forms**

- (a) The portion of the Proposal prescribed by forms included in the RFP Documents shall contain no alterations or additions or deletions, except those to comply with instructions within the RFP Documents, as issued by Circular Materials, or as necessary to correct errors in which case such corrections shall be initialled by the authorized Person or Persons signing the Proposal.
- (b) Any unauthorized alterations to the portion of the Proposal prescribed by forms included in the RFP Documents may result in the rejection of the Proposal.

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**ARTICLE 4            PROPOSAL FORMAT AND EVALUATION CRITERIA**

**NOTE: The criteria described in the RFP Documents as being used to evaluate a Proposal are not exhaustive. Additional criteria may be used by Circular Materials for the purposes of evaluating Proposals in its sole and absolute discretion.**

**4.1    Specific Requirements for Mandatory Forms**

The electronic file titled **Mandatory Forms** shall contain the documents described in this Section 4.

**4.1.1    Proposal Form**

- (a)    The electronic file titled Mandatory Forms must include a completed Proposal Form. Failure to provide a completed Proposal Form shall cause the Proposal, to be rejected without recourse. The Proposal Form is provided in Appendix D.

**4.1.2    Proposal Deposit**

- (a)    Proponents are required to submit a deposit with their Proposal, and any Alternative Option(s), in the amount of \$100,000 in the form of a certified cheque, bank draft, Canadian currency, letter of credit or bid bond ("Proposal Deposit") payable to Circular Materials. A Proposal Deposit shall be valid for the period prescribed in Section 3.6(g). Failure to provide a Proposal Deposit shall cause the Proposal, and any Alternative Option(s), to be rejected without recourse. For clarity, one Proposal Deposit is required irrespective of the number of Collection Catchment Areas addressed in a Proposal and Alternative Options submitted.
- (b)    The electronic file titled Mandatory Forms must include an electronic copy of the Proposal Deposit.
- (c)    A photocopy or faxed copy of a Proposal Deposit submitted to the address in Appendix L shall result in a Proposal, and any Alternative Option(s), being rejected.
- (d)    Unless otherwise determined by Circular Materials, for Proponents who are not a Preferred Proponent, Proposal Deposits shall be returned within three (3) weeks after Circular Materials has executed an MSA for the applicable catchment area(s) with a Successful Proponent.
- (e)    Unless otherwise determined by Circular Materials, if Circular Materials, in its sole and absolute discretion, elects not to enter into a Final MSA with a Preferred Proponent, the Preferred Proponent's Proposal Deposit shall be returned within three (3) weeks after Circular Materials has executed an MSA for the applicable collection catchment area(s) with a Successful Proponent.
- (f)    Unless otherwise determined by Circular Materials, if Circular Materials, in its sole and absolute discretion, elects to enter into a Final MSA with a Preferred Proponent in respect of a Proposal or an Alternative Option and the Preferred Proponent does not enter into a Final MSA with Circular Materials within sixty (60) calendar days of notification from Circular Materials, without prejudice to any other right or remedy which may be available to Circular Materials, the Preferred Proponent shall forfeit its Proposal Deposit to Circular Materials and Circular Materials may apply the full amount of the Proposal Deposit as liquidated damages. A Proponent agrees that

such liquidated damages are based on a genuine pre-estimate of the damages Circular Materials would suffer as a result of a Preferred Proponent failing to enter into a Final MSA within the time referred to in this section and shall be payable regardless of whether or not Circular Materials attempts to mitigate its damages.

- (g) For any Successful Proponents that enter into a Final MSA with Circular Materials, the Successful Proponent's Proposal Deposit shall be returned within three (3) weeks of the Successful Proponent providing Circular Materials with its Performance Security.
- (h) Proponents shall not be paid interest on their Proposal Deposit.

#### 4.1.3 Independent Proposal Certification Form

The electronic file titled **Mandatory Forms** must include a completed Independent Proposal Certification Form. Failure to provide a completed Independent Proposal Certification Form or submission of an Independent Proposal Certification Form that is not true in every respect shall cause the Proposal, and any alternate Catchment Form, to be rejected without recourse. The Independent Proposal Certification Form is provided in Appendix E.

#### 4.1.4 Confidentiality Agreement

The electronic file titled **Mandatory Forms** must include a completed Confidentiality Agreement. Failure to provide a completed Confidentiality Agreement shall cause the Proposal to be rejected without recourse. The Confidentiality Agreement is provided in Appendix C.

### 4.2 Specific Requirements for Technical Proposal

The electronic file titled **Technical Proposal** shall contain the documents described in this Section 4.2.

#### 4.2.1 Proposal Form

The electronic file titled **Technical Proposal** must include a copy of a completed Proposal Form. The Proposal Form is provided in Appendix D. If a Proponent fails to provide a copy of the completed Proposal Form in the electronic file titled **Technical Proposal**, Circular Materials may, in its sole and absolute discretion, reject such Proposal or retain such Proposal for consideration and selection.

#### 4.2.2 Subcontractor Form

The electronic file titled **Technical Proposal** must include a completed Subcontractor Form. The Subcontractor Form is provided in Appendix F. If a Proponent fails to provide a completed Subcontractor Form with its Proposal, Circular Materials may, in its sole and absolute discretion, reject such Proposal or retain such Proposal for consideration and selection.

#### 4.2.3 Key Individuals Form

The electronic file titled **Technical Proposal** must include a completed Key Individuals Form. The Key Individuals Form is provided in Appendix G. If a Proponent fails to provide a completed Key

Individuals Form with its Proposal, Circular Materials may, in its sole and absolute discretion, reject such Proposal or retain such Proposal for consideration and selection.

#### **4.2.4 Company Information Form**

The electronic file titled **Company Information Form** must include a completed Company Information Form. The Company Information Form is provided in Appendix I. If a Proponent fails to provide a completed Company Information Form with its Proposal, Circular Materials may, in its sole and absolute discretion, reject such Proposal or retain such Proposal for consideration and selection.

#### **4.2.5 Catchment Form**

The electronic file titled **Catchment Form** must include a completed Single Family Catchment Form and Multi Family Catchment Form for Collection Catchment Areas for which the Proponent is submitting a Proposal. The Single Family Catchment Form is provided in Appendix J and Multi Family Catchment Form is provided in Appendix L.

#### **4.2.6 Technical Documentation**

- (a) The technical evaluation points for each of the categories required under the Technical Proposal are provided in Table 4.1.

<b>Table 4.1: Proposal Evaluation Criteria</b>			
<b>COMPANY INFORMATION FORM</b>			
<b>Item</b>	<b>Category</b>	<b>Evaluation Criteria</b>	<b>Points Value</b>
<b>1.</b>	<b>Company Profile</b>	♦ Company name, # of employees, incorporation, sound financial standing, number of years in business and head office address	<b>5</b>

**REQUEST FOR PROPOSALS FOR COLLECTION OF PPP IN COLLECTION CATCHMENT AREAS IN THE PROVINCE OF ALBERTA**

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<b>2.</b>	<b>Experience</b>	<ul style="list-style-type: none"> <li>◆ The Proponent is to describe their general waste management experience in Alberta over the last ten (10) years that has prepared them to undertake the Work. The following information is to be included for past and current collection contracts.</li> <li>◆ Years of experience collecting curbside waste and PPP</li> <li>◆ Current number of households being provided curbside collection service in Alberta</li> <li>◆ Number of side-load waste collection vehicles currently owned and operated in the province of Alberta</li> <li>◆ Number of rear-load waste collection vehicles currently owned and operated in the province of Alberta</li> <li>◆ Number of front-load waste collection vehicles currently owned and operated in the province of Alberta</li> <li>◆ Number of in-ground waste vessel collection vehicles currently owned and operated in the province of Alberta</li> <li>◆ Number of households being provided curbside collection service across Canada</li> <li>◆ Number of waste collection vehicles currently owned and operated across Canada</li> </ul>	<b>20</b>
<b>3.</b>	<b>Environmental and Regulatory Compliance</b>	<ul style="list-style-type: none"> <li>◆ Provide copies of all permits required to perform the Work.</li> <li>◆ Describe any orders/charges/violations to your company by the Alberta Environment and Protected Areas as the result of any contravention of the (Alberta <i>Environmental Protection Act</i> over the past five (5) years.</li> </ul>	<b>5</b>
<b>4.</b>	<b>Staffing and Organizational Plan</b>	<ul style="list-style-type: none"> <li>◆ Number of Senior Executive Staff</li> <li>◆ Number of Contract Managers/Supervisors</li> <li>◆ Number of Administrative Staff</li> <li>◆ Number of Customer Service Staff</li> <li>◆ Number of Collection Staff</li> <li>◆ Total Number of Staff</li> </ul>	<b>5</b>
<b>5.</b>	<b>Health, Safety &amp; Training</b>	<ul style="list-style-type: none"> <li>◆ Confirmation of health and safety policy</li> <li>◆ Regular health and safety training frequency</li> <li>◆ Orders/charges/violations to company by the Ministry of Jobs, Economy and Trade or the Worker's Compensation Board (WCB) as the result of any contravention of labour, health and/or safety regulations over the past five (5) years.</li> </ul>	<b>5</b>

		♦ Confirmation of formal staff training plan for the completion of the work outlined in this RFP	
<b>CATCHMENT FORM</b>			
<b>6.</b>	<b>Collection Vehicles</b>	♦ Vehicle types, quantities, sizes, makes/models, and contingency vehicles.	<b>15</b>
<b>8.</b>	<b>Transition</b>	♦ New vehicles being purchased for this work and their expected delivery dates. ♦ New staff required to be hired for this work, how many, and commencement date of hiring process	<b>5</b>
<b>10.</b>	<b>Operating Plan</b>	♦ Vehicle fuel types being used ♦ GPS/AVI technology being used to track and manage fleet Customer service technology and platforms utilized	<b>10</b>
<b>11.</b>	<b>Contingencies</b>	♦ Select all contingency approaches that will be used where available collection vehicles are insufficient	<b>5</b>

- (b) A Proponent may include additional, directly relevant information regarding their company, Subcontractors and/or services, brochures and case histories that could prove helpful to Circular Materials in assessing their Proposal.

**Note: Proponents must score a minimum of forty (40) technical points on the Technical Proposal, out of the seventy-five (75) technical points available for a Technical Proposal, for their electronic file titled Financial Proposal to be scored. Should the Technical Proposal submitted by a Proponent not score at least forty (40) technical points, the electronic file titled Financial Proposal submitted by the Proponent shall not be scored.**

### **4.3 Specific Requirements of Financial Proposal**

The electronic file titled **Financial Proposal** shall contain the documents described in this Section 4.3.

#### **4.3.1 Proposal Form**

The electronic file titled Financial Proposal must include the completed Proposal Form. The Proposal Form is provided in Appendix D. If a Proponent fails to provide a copy of the completed Proposal Form, Circular Materials may, in its sole and absolute discretion, reject such Proposal or retain such Proposal for consideration and selection.

#### **4.3.2 Performance Security**

- (a) The Proponent has the option of providing a (i) performance bond, (ii) letter of credit, or (iii) certified cheque for the Performance Security required under the Final MSA. The Proponent shall identify which form of Performance Security the Proponent will provide in the performance security section of the Proposal Form.

- (b) If the Proponent intends to provide a performance bond under the Final MSA, then the following shall apply:
  - (i) The electronic file titled **Financial Proposal** must contain an executed Agreement to Bond issued by a surety authorized to transact in the business of suretyship in Alberta, in a form attached as Appendix H, which is valid for a period of one-hundred and twenty (120) days after the Proposal Closing Time indicating that the Proponent is able to obtain from such surety a performance bond for a dollar amount equal to twenty-five percent (25%) of the highest projected annual Contract Price during the term of a Final MSA. Subject to Section 5.5(b) and the other provisions in the RFP, the highest projected annual Contract Price during the term of a Final MSA may be determined with reference to the data provided in Appendix K and Appendix M.
  - (ii) The Agreement to Bond must bear the original signatures of the issuer and the Proponent.
  - (iii) Failure to provide an Agreement to Bond shall cause the Proposal to be rejected without recourse.
- (c) If a Proponent submits a Proposal with one or more other joint Persons, the Proponent must provide a single Performance Security (i.e., each joint Person is not permitted to provide a portion of the required Performance Security).

#### **4.3.3 Pricing Form**

The electronic file titled Pricing Form must include a completed Single Family Pricing Form and Multi Family Pricing Form for Collection Catchment Areas for which the Proponent is submitting a Proposal. The Single Family Pricing Form is provided in Appendix K and Multi Family Pricing Form is provided in Appendix M. Failure to provide a completed Pricing Form shall cause the Proposal to be rejected without recourse.

#### **4.3.4 Exceptions**

- (a) In a document entitled "Exceptions" a Proponent shall list all exceptions to the Work or any other provision of the Draft MSA in sufficient detail to permit a clear understanding of the effects of such exceptions on the terms, operations and/or service levels proposed in the Draft MSA. For clarity, a Proposal with an exception may, in the sole and absolute discretion of Circular Materials, be rejected or may, in the sole and absolute discretion of Circular Materials, be retained for consideration and selection. Notwithstanding any other provision in this RFP, Circular Materials shall have no obligation or liability of any kind or in any circumstance with respect to undertaking to resolve any exception proposed by a Proponent.
- (b) The "Exceptions" document shall provide sufficient detail of the costs of any exceptions described in Section 4.3.4(a) to permit Circular Materials to obtain a clear understanding of the financial implications of exceptions included in a Proponent's Proposal.
- (c) A Proponent shall not include in its "Exceptions" document any proposed changes to the Draft MSA that would have the effect of changing the amount of compensation payable to the Proponent as set out in Appendix K Single Family Pricing Form and

Appendix M Multi Family Pricing Form. Any items in a Proponent's Exceptions document that would have the effect of changing the amount of compensation payable to the Proponent as set out in Appendix K Single Family Pricing Form and Appendix M Multi Family Pricing Form will not be considered.

- (d) Should the Exceptions result in a Proposal that is inconsistent with the scope of Work set out in the RFP Documents, the Proposal will be considered non-compliant.
- (e) The electronic file titled **Technical Proposal** shall include the "Exceptions" document, if any, described in this Section 4.3.4.

#### 4.4 Further Diligence

- (a) Circular Materials may conduct further diligence on certain Proposals.
- (b) Circular Materials may verify with any Proponent or with a third party any information provided by the Proponent. Circular Materials may check references provided by the Proponent or otherwise in the possession of Circular Materials.
- (c) Circular Materials, in its sole and absolute discretion, may require one, some or all of the Proponents to submit supplementary documentation clarifying or changing any matters contained in their applicable Proposal or submit other additional information (within such time as set by Circular Materials) or Circular Materials may prepare a written interpretation of any aspect of a Proposal and seek the applicable Proponent's acknowledgement of that interpretation (within such time as set by Circular Materials). Such clarifications, changes, additions or acknowledged interpretations shall form part of the applicable Proposal.

#### 4.5 Selection Process

- (a) Subject to the other provisions of the RFP Documents, the following is an overview of the weighting of the RFP:
  - (i) Technical Proposal points – 75
  - (ii) Financial Proposal points – 25
  - (iii) Total points - 100
- (b) Unless stated otherwise the following procedures shall apply:

##### Stage 1

- (i) Proposals shall be evaluated by Circular Materials;
- (ii) The electronic file titled Mandatory Forms and the submitted Proposal Deposit shall be opened;
- (iii) Should the contents of a Proponent's electronic file titled Mandatory Forms and/or the submitted Proposal Deposit not meet the mandatory requirements, pursuant to Section 4.1, the Proponent's proposal shall be rejected;



**Stage 2**

- (iv) Once the Mandatory Forms received from each Proponent have been opened, Circular Materials shall open the electronic file titled Technical Proposal submitted by those Proponents whose Mandatory Forms met the mandatory requirements, pursuant to Section 4.1;
- (v) Circular Materials shall evaluate the content of each electronic file titled Technical Proposal , using evaluation criteria pursuant to Section 4.2.5, and assign technical and points to each Technical Proposal evaluated;
- (vi) Should the Technical Proposal in a Proponent's electronic file not score at least forty (40) points, the Proponent's Proposal shall be rejected;
- (vii) After the review of the Technical Proposal Proponents may be asked to attend an interview/presentation ("Interview/Presentation") with Circular Materials (concurrently or consecutively). The purpose of the Interview/Presentation will be to allow the Proponent to make a brief presentation on its Proposal and also allow Circular Materials to ask questions of, and otherwise interview, the Proponent regarding its Proposal. Circular Materials may ask questions regarding planning, financing, operation and management the Work including, without limitation, technical, commercial or legal questions and any exceptions to the terms and conditions of the Draft MSA. The questions will not necessarily be the same for each Proponent and will depend upon a particular clarification required by Circular Materials of the Proponent's Proposal or presentation. Only the proposed Key Individuals and upper management of each Proponent and such other Persons specified by Circular Materials shall attend the Interview/Presentation. The attendees are expected to be thoroughly versed and knowledgeable with respect to the requirements of the RFP Documents and the contents of their Proposal.

**Stage 3**

**NOTE: All Financial Proposal materials should be included in the file titled Financial Proposal and should be separate from the Mandatory Forms and the Technical Proposal.**

- (viii) Circular Materials shall open the electronic file titled Financial Proposal submitted by a Proponent whose Technical Proposal scored at least forty (40) technical points and review the enclosed Financial Proposal;
- (ix) If a Financial Proposal reviewed by Circular Materials is determined, in Circular Materials's sole and absolute discretion, to be compliant with the Financial Proposal requirements pursuant to Section 4.3, Circular Materials shall calculate a Contract Price for such Financial Proposal based on Circular Materials's estimated volumes of Work for the Draft MSA.
- (x) The lowest Contract Price calculated by the Issuing Authority Circular Materials ("Lowest Contract Price") shall be assigned twenty-five (25) financial points for its Financial Proposal;
- (xi) For all Financial Proposals, the Contract Price calculated by Circular Materials shall be used to divide the Lowest Contract Price and the result shall be

- multiplied by twenty-five (25) financial points to determine the financial points assigned to the Financial Proposal;
- (xii) For all Proposals where both the Technical Proposal and the Financial Proposal are assigned points, the technical points shall be added to the financial points to determine the total points for a Proposal;
  - (xiii) Circular Materials may, in its sole and absolute discretion, identify one or more of the Proponents as a Preferred Proponent.
- (c) For clarity, subject to the other requirements of this RFP, a Proposal shall be automatically rejected if:
- (i) Circular Materials has not received:
    - (A) a Proposal Form pursuant to Section 4.1.1 in respect of such Proposal;
    - (B) a Proposal Deposit pursuant to Section 4.1.2 in respect of such Proposal;
    - (C) an Independent Proposal Certification Form pursuant to Section 4.1.3 in respect of such Proposal;
    - (D) a Confidentiality Agreement pursuant to Section 4.1.4 in respect of such Proposal;
    - (E) if applicable, an Agreement to Bond pursuant to Section 4.3.2 In respect of such Proposal; or
    - (F) a completed Pricing Form pursuant to Section 4.3.3 in respect of such Proposal;
  - (ii) the Technical Proposal does not score at least forty (40) technical points.

#### **4.6 Negotiations**

- (a) If Circular Materials selects a Preferred Proponent or Preferred Proponents, then it may continue the RFP process in accordance with one or more of the following:
- (i) provide one, some or all of the Preferred Proponents and/or any other Person with a modified Draft MSA;
  - (ii) require one, some or all of the Preferred Proponents, their Key Individuals and/or any other Person to meet with senior management of Circular Materials and others designated by Circular Materials to discuss Proposal and/or Alternative Option matters (including pricing, schedule, Draft MSA and all other commercial, technical or legal matters).
  - (iii) enter into negotiations or discussions with the Preferred Proponent(s) and/or any other Person (concurrently or consecutively, at the sole and absolute discretion of Circular Materials) to discuss or negotiate, within such period of time established by Circular Materials, in its sole and absolute discretion (the "Negotiation Period"), any aspect of a Preferred Proponent's Proposal or

Alternative Option or any other Person's proposal or of the Draft MSA or to introduce new matters for negotiation that were not previously included in the RFP Documents or Draft MSA or modify any term in the RFP Documents (including, without limitation, the Draft MSA and the exceptions to the Draft MSA forming part of a Proposal), or clarify any outstanding issues. For clarity, these negotiations and discussions may include a change in the Work or the area where the Work is performed or any legal, commercial, business or technical matter. In these negotiations and discussions, Circular Materials and a Preferred Proponent and/or any other Person will attempt to finalize the terms of a Final MSA to the satisfaction of both parties;

- (iv) enter into a Final MSA with a Preferred Proponent and/or any other Person;
  - (v) if at any time Circular Materials, in its sole and absolute discretion, forms the opinion that a mutually acceptable Final MSA is not likely to be reached within the Negotiation Period, or if Circular Materials decides, in its sole and absolute discretion, that it does not wish negotiations with a Preferred Proponent and/or any other Person to continue, Circular Materials may give such Preferred Proponent and/or any other Person written notice to terminate negotiations, in which event Circular Materials may continue discussions with other Preferred Proponents and/or any other Person, open discussions with another Proponent and/or any other Persons, terminate the RFP or otherwise act pursuant to its rights and remedies in the RFP Documents (including, without limitation, those set out in RFP Section 5.11); and
  - (vi) if Circular Materials and a Preferred Proponent do not enter into a Final MSA during the Negotiation Period, then unless Circular Materials and the Preferred Proponent otherwise agree in writing, such negotiations shall automatically terminate at the end of the Negotiation Period.
- (b) In no event will Circular Materials be required to enter into discussions or negotiations pursuant to this Section 4.6 or any other provision in this RFP on similar or other terms or offer any modified terms to any Proponent and any other Persons. Circular Materials shall incur no liability or responsibility to any Proponent and any other Persons as a result of such discussions, negotiations or modifications.
  - (c) Circular Materials reserves the right to enter into one or more Final MSAs in whole or in part with one or more Successful Proponents.

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**ARTICLE 5      OTHER RFP TERMS & CONDITIONS**

**5.1 Confidentiality**

- (a) Each Proponent shall comply with the terms and conditions of the Confidentiality Agreement. For clarity, any terms or conditions set out in the Confidentiality Agreement and the Proponent's obligations set out in the Confidentiality Agreement shall continue in perpetuity and shall survive the termination, expiration or completion of this RFP.
- (b) Each Person that does not register, and does not enter into the Confidentiality Agreement, acknowledges the confidential and proprietary nature of certain information that is involved with this RFP and, as such, agree to take all reasonable measures necessary to ensure that the information is treated with the utmost confidentiality.
- (c) A Proponent that does not enter into a Final MSA with Circular Materials must destroy any documentation related to this RFP, including electronic communications and copies of RFP Documents, and certify in writing to Circular Materials that the Proponent destroyed such documentation within thirty (30) calendar days of the earlier of (i) becoming aware that the Proponent shall not be entering into a Final MSA with Circular Materials and (ii) a request from Circular Materials that the Proponent destroy such documentation.

**5.2 Restricted Communications**

- (a) A Proponent shall not, and shall ensure that Proponent Team Members do not:
  - (i) issue or disseminate any media release, public announcement or public disclosure (whether for publication in the press, on the radio, television, internet or any other medium) that relates to this RFP or any matters related thereto, without the prior written consent of Circular Materials; or
  - (ii) communicate with any Person (other than such Proponent or such Proponent Team Members) on matters related to this RFP.
- (b) If a Proponent or a Proponent Team Member, in the opinion of Circular Materials, contravenes Section 5.2(a), Circular Materials may, in its sole and absolute discretion:
  - (i) take any action in accordance with this RFP, including rejecting the Proposal of such Proponent; or
  - (ii) impose conditions on the Proponent's or a Proponent Team Member's continued participation in this RFP that Circular Materials considers, in its sole discretion, to be appropriate.

**5.3 Conflict of Interest**

- (a) "Conflict of Interest" includes any situation or circumstance where in relation to the Work, a Proponent and/or a Proponent Team Member has commitments, relationships, or commercial interests which:

- (i) do, could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of Circular Materials's independent judgment; or
  - (ii) do, could or could be seen to compromise, impair or be incompatible with the effective performance of the Proponent's obligations under any agreement with Circular Materials.
- (b) A Proponent shall, and shall ensure Proponent Team Members, declare, and continue to be under an obligation to declare, all Conflicts of Interest or any situation that may be perceived as a Conflict of Interest that exists now or may foreseeably exist in the future.
- (c) In connection with its Proposal and any Alternative Option(s), each Proponent shall:
  - (i) avoid any Conflict of Interest in relation to the Work;
  - (ii) disclose to Circular Materials without delay any actual, potential, or apparent Conflict of Interest that arises during preparation of the Proponent's Proposal and any Alternative Option(s); and
  - (iii) comply with any requirements prescribed by Circular Materials to resolve any Conflict of Interest.
- (d) In addition to all contractual or other rights or rights available at law or in equity or legislation, Circular Materials may, in its sole and absolute discretion, immediately exclude a Proponent from further consideration or exclude the Proponent from this RFP if:
  - (i) the Proponent fails to disclose an actual, potential, or apparent Conflict of Interest;
  - (ii) the Proponent or any representative identified in the Proponent's Proposal fails to comply with any requirements prescribed by Circular Materials to resolve a Conflict of Interest;
  - (iii) the Proponent's Conflict of Interest issue cannot be resolved; or
  - (iv) the Proponent gives or offers any gratuity to or attempts to bribe or coerce Circular Materials, any representative of Circular Materials, or any representative of any producer responsibility organization.
- (e) Circular Materials reserves the right, in its sole and absolute discretion, to exclude any Proponent or Proponent Team Member on the grounds of Conflict of Interest. Circular Materials may also, in its sole and absolute discretion, waive the ineligibility of the Proponent or a Proponent Team Member on such terms and conditions as Circular Materials, in its sole and absolute discretion, may require, including that the Proponent or entity put into place adequate safeguards to mitigate the impact of any Conflict of Interest and to ensure that any and all Confidential Information the Proponent or Proponent Team Member may have continues to be kept confidential and is not disclosed or used except as expressly allowed by Circular Materials.

#### **5.4 Proponent Expense and Risk**

- (a) Circular Materials is not liable to reimburse or compensate a Proponent in any manner whatsoever or under any circumstances in connection with the RFP or the procurement of a service provider for a Final MSA (in whole or in part) by Circular Materials (including, without limitation, cancellation or suspension of the RFP, rejection of any Proposal or the exercise of any other right by Circular Materials) and Circular Materials is not liable for any expenses or costs incurred by a Proponent in connection with, or in relation to, the RFP (including, without limitation, the preparation and submission of a Proposal and any Alternative Option(s), site visits, conference calls, travel expenses, interviews, meetings, discussions, oral presentations, on site demonstrations and any additional information requested by Circular Materials) and such expenses or costs shall be borne by a Proponent.
- (b) Circular Materials shall not be responsible for any liabilities, costs, expenses, losses or damages (including, without limitation, loss of profits, loss of opportunity and loss of reputation) incurred, sustained or suffered by a Proponent and Circular Materials shall not be subject to, and a Proponent shall not seek, any order for injunctive relief, specific performance, certiorari or mandamus in any manner whatsoever or under any circumstance in connection with the RFP or the procurement of a service provider for a Final MSA (in whole or in part) by Circular Materials (including, without limitation, prior to, subsequent to, or by reason of a Proponent's preparation or submission of a Proposal or Alternative Option(s) or acceptance, non-acceptance, disqualification or rejection by Circular Materials of any Proposal, Alternative Option(s) or other proposal, or by reason of any delay in the acceptance of a Proposal or any Alternative Option(s) or cancellation or suspension of the RFP or Circular Materials entering into, or not entering into, an agreement(s) or any other actions taken by Circular Materials).
- (c) A Proponent waives any and all claims against Circular Materials for costs, expenses, losses or damages in connection with the RFP or the procurement of a service provider for a Final MSA (in whole or in part) by Circular Materials.

#### **5.5 Disclaimer and Limitation of Liability**

- (a) This RFP does not commit Circular Materials to any specific course of action. This RFP does not bind Circular Materials or constitute any offer of any kind by Circular Materials to any or all of the Proponents. While Circular Materials intends for Circular Materials to enter contract negotiations with one or more Proponents, the fact that Circular Materials has given notice to a Preferred Proponent does not bind Circular Materials to purchase any service from the Preferred Proponent.
- (b) Circular Materials makes no representations or warranty as to the accuracy or completeness of the information provided in connection with this RFP and disclaims all express and implied representations, warranties and conditions in connection with this RFP. Proponents should make their own investigations, projections and conclusions, and consult their own advisors, to independently verify the information contained in this RFP, and obtain any additional information that they may require, prior to submitting their Proposals.
- (c) Circular Materials shall have no liability to any Person or entity for any damages, including direct, indirect, special or punitive damages, and loss of profits arising out

of or otherwise relating to this RFP, each Proponent's participation in this RFP process, or Circular Materials's acts or omissions in connection with the conduct of this RFP process. This limitation applies to all possible claims, whether arising in contract, tort, equity, or otherwise, including any claim for a breach by Circular Materials of a duty of fairness or relating to a failure by Circular Materials to comply with the rules set out in this RFP.

- (d) Notwithstanding that in accordance with Section 1.2(k) of this RFP, this RFP is not an invitation to bid or call for tenders and is not intended to create "Contract A", the Proponent and all other entities participating in the RFP process agree that, in spite of RFP Section 5.4(a) or any limitations of liability or releases in favour of Circular Materials, if Circular Materials is found to be liable, in any way whatsoever, for any act or omission in respect of the RFP process, the total liability of Circular Materials to any Proponent or any other entity participating in the RFP process, and the aggregate amount of damages recoverable against for any matter relating to or arising from any act or omission by Circular Materials, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of Circular Materials, shall be no greater than the Proponent's cost of preparing its Proposal or \$10,000 whichever is less.

## **5.6 Ownership**

- (a) All copies of material and information prepared by or for the Proponents in connection with or in relation to the Proposals and delivered to Circular Materials and all other material and information delivered to Circular Materials by the Proponents in connection with or in relation to the Proposals or this RFP including the Proposals and any Alternative Option(s) (collectively, the "Proposal Materials") and all intellectual property rights therein shall be the sole and absolute property of Circular Materials (and may not be returned by Circular Materials). Without limiting the generality of the foregoing, Circular Materials may copy the Proposal Materials and disclose and distribute the Proposal Materials to its employees, advisors and third parties for any purpose. Circular Materials will not disclose or distribute a Proponent's Proposal Materials to another Proponent or to other parties that provide the same or similar services as the Proponent.
- (b) Each Proponent assigns and transfers to Circular Materials and shall cause all personnel and others to assign and transfer to Circular Materials, all rights, title and interest in the Proposal Materials, including intellectual property rights therein. The Proponent shall cause all personnel and others to waive, for the benefit of Circular Materials, their respective moral rights (and any similar rights to the extent that such rights exist) in and to the Proposal Materials.
- (c) The RFP Documents remain the property of Circular Materials and shall not be used for any purpose by the Proponents except in respect of this RFP.
- (d) Each Proponent may retain copies of its Proposal Materials solely for internal non-commercial purposes.
- (e) Notwithstanding any other provisions of this Section 5.6, the Proposal Materials that are subject to disclosure obligations or requirements to safeguard personal information for privacy purposes under the the *Freedom of Information and*

*Protection of Privacy Act* (as may be amended or replaced from time to time), or an administrative or court order do not become part of the property of Circular Materials pursuant to this Section 5.6.

### **5.7 Language, Time and Governing Law**

- (a) Except where otherwise requested, all documents relating to a Proponent's Proposal and any Alternative Option(s) and all communications between a Proponent and Circular Materials shall be in the English language.
- (b) Except where otherwise disclosed, all references to times in this RFP shall mean Mountain Time (MT).
- (c) This RFP and each Proponent's Proposal and any Alternative Option(s) shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein.

### **5.8 Competitors**

- (a) For the purposes of the RFP the word "Competitor" shall include any Person, other than a Proponent, whether or not affiliated with a Proponent, who
  - (i) has been requested to submit a Proposal or an Alternative Option in response to the RFP;
  - (ii) could potentially submit a Proposal or an Alternative Option in response to the RFP, based on their qualifications, abilities, or experience;
- (b) Each Proponent must have prepared its Proposal and any Alternative Option(s) either:
  - (i) independently from, and without consultation, communication, agreement, or arrangement with, any Competitor; or
  - (ii) based on consultations, communications, agreements, or arrangements with one or more Competitors regarding this RFP, and the Proponent discloses, in its Independent Proposal Certification Form, complete details thereof, including the names of the Competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements, provided in no event has there been consultation, communication, agreement, or arrangement with any Competitor regarding: (A) prices; (B) methods, factors, or formulas used to calculate prices; (C) the intention or decision to submit, or not to submit, a Proposal; or (D) the submission of a Proposal which does not meet the requirements of the RFP.

### **5.9 Joint Proposals**

If a Proponent wishes to jointly submit a Proposal or any Alternative Option(s) with one or more other joint Person, they may do so, subject to and in accordance with the following requirements:

- (a) a Proponent shall identify in the Proposal Form which joint Person shall appoint one of its employees to act as the point of contact for all material matters in respect of any definitive agreement(s). Notwithstanding the foregoing, a Proponent



acknowledges and agrees that Circular Materials may, in its sole and absolute discretion, require changes to the contractual structure proposed by joint Persons, which such changes may include, the removal of one or more of the joint Persons from the Proposal or any Alternative Option(s);

- (b) a Proponent must not enter into exclusive teaming or other bidding arrangements with joint Persons that would preclude them from separately submitting a bid on its own or with other Proponents;
- (c) all subcontracting between joint Persons is subject to the terms and conditions set out in any definitive agreement(s);
- (d) prior to any communication or distribution of confidential information to a potential joint Person, a Proponent must provide Circular Materials, in advance and in writing, with the name of the potential joint Person and that portion of the services that the proposed joint Person is to provide. A Proponent shall also provide contact information for the potential joint Person, and a summary of the confidential information that the Proponent wishes to disclose to the potential joint Person;
- (e) prior to any communication or distribution of confidential information to a potential joint Person, a Proponent shall enter into a confidentiality agreement with the potential joint Person. Such confidentiality agreement shall include treatment of confidential information that is no less restrictive than the confidentiality requirements of the Proponent in the Confidentiality Agreement it entered into in respect of this RFP; and
- (f) Each party to the joint Proposal and any joint Alternative Option(s) shall be jointly and severally liable in respect of the joint Proposal and any joint Alternative Option(s).

#### **5.10 Resolution of Proposal Inconsistencies**

In the event of any inconsistency between an original form, a copy of a form, or an electronic copy of a form submitted in a Proposal or any Alternative Option(s), the inconsistency shall be resolved by reference to the original form.

#### **5.11 Circular Materials' Rights**

- (a) Circular Materials may, in its sole and absolute discretion, elect not to enter into a Final MSA for a Collection Catchment Area or any subset thereof.
- (b) Circular Materials may, in its sole and absolute discretion, carry out the RFP process as it determines to be in the best interests of Circular Materials and to be the most beneficial to Circular Materials. At any time after the issuance of the RFP, including, without limitation, following receipt of the Proposals and Alternative Options or following the selection of Preferred Proponents, Circular Materials may, in its sole and absolute discretion and without limitation:
  - (i) request one, some or all of the Proponents provide additional information, modify its Proposal or Alternative Option(s) in areas considered to be deficient, or provide references;
  - (ii) issue a new request for proposal to one, some or all of the Proponents and/or any other Person;

- (iii) issue an invitation to bid or a call for tenders to one, some or all of the Proponents and/or any other Person;
  - (iv) request a proposal from any other Person either in the RFP process or in a new process;
  - (v) carry out the evaluation process described in the RFP and accept or reject any Proposal or Alternative Option;
  - (vi) enter into discussions or negotiations between Circular Materials and one, some or all of the Proponents and/or any other Person with respect to the Work, either concurrently or consecutively, in the sole and absolute discretion of Circular Materials, and the finalization of a Final MSA to the satisfaction of both parties;
  - (vii) enter into one or more Final MSAs, on terms acceptable to Circular Materials, with one, some or all of the Proponents and/or any other Person with respect to the Work;
  - (viii) amend the scope of the Work or cancel or suspend the RFP or the Work;
  - (ix) do nothing in relation to the Proposals and Alternative Options;
  - (x) accept any or all Proposals or Alternative Options (in whole or in part); and/or
  - (xi) reject or disqualify any or all Proposals or Alternative Options (in whole or in part).
- (c) In no event will Circular Materials be required to involve a Proponent in the matters or processes set out in Section 5.11(b))5.11(a) or elsewhere in this RFP.
- (d) Circular Materials may invite a Proponent to submit a Proposal or any Alternative Option(s) for this RFP, or may have invited a Proponent to participate in any procurement process prior to this RFP, without implying that the Proponent or its Proposal or any Alternative Option(s) automatically meets the requirements of this RFP and the Proponent shall be required to demonstrate its qualifications in its Proposal and any Alternative Option(s).
- (e) The Proponent providing the lowest priced Proposal or Alternative Option or highest scored Proposal or Alternative Option will not necessarily be identified as a Successful Proponent or a Preferred Proponent, and Circular Materials reserves the right to exercise any of the other rights set out in the RFP Documents or afforded to Circular Materials.
- (f) This Section 5.11(f) is subject to Section 4.5(c). While Proponents will receive a higher score if they are compliant with the requirements of the RFP Documents (and may be penalized in the evaluation process if they are not compliant), Circular Materials is not obligated to reject Proposals or Alternative Options that are non-compliant. For clarity, there is no compliance test or requirement for compliance in order for Proposals or Alternative Options to be considered by Circular Materials and Circular Materials may consider Proposals and Alternative Options that address a subset of the Work and/or portions of Collection Catchment Areas. Proposals that have reservations or erasures and/or are not in compliance with the RFP Documents,

are unsigned, improperly signed, sealed or prepared, incomplete, conditional, non-conforming or qualified, illegible or obscure, altered (unless properly and clearly made and initialled by the Proponent), or irregular or contain false or misleading information or statements or do not comply with the requirements of the RFP Documents may, in the sole and absolute discretion of Circular Materials, be rejected or may, in the sole and absolute discretion of Circular Materials, be retained for consideration and selection. If a Proponent provides partially completed forms in its Proposal or any Alternative Option(s) or if a Proposal or an Alternative Option only relates to the performance of the Work in:

- (i) less than all of the Collection Catchment Areas;
- (ii) a part of a Collection Catchment Area; or
- (iii) the parts of different Collection Catchment Areas.

Circular Materials may, in its sole and absolute discretion, reject such Proposal or such Alternative Option or retain such Proposal or such Alternative Option for consideration and selection. For clarity, Circular Materials may evaluate each Proposal on the basis of each Collection Catchment Area addressed by such Proposal and Circular Materials may, in its sole and absolute discretion, retain for consideration and selection the parts of a Proposal in respect of a Collection Catchment Area, even if other parts of such Proposal in respect of other Collection Catchment Areas have been rejected or not retained for consideration.

- (g) In the event that a Proposal or any Alternative Option(s) contains an arithmetical error or inconsistency, Circular Materials reserves the right, in its sole and absolute discretion, to correct or recalculate the error.
- (h) Each item in the Pricing Catchment Form and any Alternative Catchment Form(s) shall indicate a commercially reasonable price for such item. Proposals that contain prices which appear to be so unbalanced as likely to affect adversely the interests of Circular Materials may, in the sole and absolute discretion of Circular Materials, be rejected.
- (i) Circular Materials, in its sole and absolute discretion, may reject a Proposal and any Alternative Option(s) if the Proponent, or any officer or director of the Proponent, is or has been engaged, either directly or indirectly, in:
  - (i) a legal action against Circular Materials, or any municipality within the Collection Catchment Area including its elected or appointed officers and employees; and
  - (ii) any lobbying, or other attempts at inappropriate communication or conversation with Circular Materials or its appointed officers and staff.
- (j) Circular Materials, in its sole and absolute discretion, may reject a Proposal and any Alternative Option(s) if a Person other than a Proponent, and any identified joint Persons or subcontractors, has an interest in a Proposal or an Alternative Option or in the award for which a Proposal or an Alternative Option is made.
- (k) Circular Materials, in its sole and absolute discretion, may reject a Proposal and any Alternative Option(s) if there is collusion or an arrangement between a Proponent

and any other service providers(s) in connection with this RFP, including if a Proponent has knowledge of the contents of another Proponent's Proposal or any Alternative Option(s) or of figures or an agreement or arrangement, express or implied, with any other party (except with a joint Person in the case of a joint Proposal and any joint Alternative Option(s) as contemplated in Section 5.9) in connection with the making of the Proponent's Proposal and any Alternative Option(s).

- (l) Circular Materials reserves the right to disqualify those Proponents whose historical performance, in terms of failure to meet contract specifications, terms, and conditions or health and safety violations, has been unsatisfactory as determined by Circular Materials, in its sole and absolute discretion.
- (m) These reserved rights are in addition to any other express rights under this RFP and other rights that may be implied in favour of Circular Materials in the circumstances.

## **5.12 Insurance**

A Successful Proponent shall be required to comply with the insurance requirements pursuant to Section 8.6 of the Draft MSA.

**ARTICLE 6      RFP APPENDICES**

Attached to, and forming a part of, this RFP are the following appendices:

- (a) Appendix A – Draft MSA with Schedules;
- (b) Appendix B – Registration Form;
- (c) Appendix C – Confidentiality Agreement;
- (d) Appendix D – Proposal Form;
- (e) Appendix E – Independent Proposal Certification Form;
- (f) Appendix F – Subcontractor Form;
- (g) Appendix G – Key Individuals Form;
- (h) Appendix H – Agreement to Bond;
- (i) Appendix I – Company Information Form;
- (j) Appendix J – Single Family Catchment Form;
- (k) Appendix K – Single Family Pricing Form;
- (l) Appendix L – Multi Family Catchment Form;
- (m) Appendix M – Multi Family Pricing Form; and
- (n) Appendix N – Proposal Package Label Template.