



REQUEST FOR PROPOSALS

Title: **SOLID WASTE and RECYCLING COLLECTION AND
DISPOSAL SERVICES FOR MEMBER BUILDINGS.**

Reference No.: **2009-08 RFP1**

TABLE OF CONTENTS

1. INTRODUCTION	01
1.1 Purpose	01
1.2 Definitions.....	01
2. INSTRUCTIONS TO PROPONENTS	01
2.1 Closing Time and Address for Proposal Delivery.....	01
2.2 Information Meeting.....	02
2.3 Number of Copies.....	02
2.4 Late Proposals.....	02
2.5 Inquiries	02
2.6 Addenda	02
2.7 Examination of Agreement Documents and Site	03
2.8 Opening of Proposals.....	03
2.9 Status Inquiries.....	03
3. PROPOSAL SUBMISSION FORM AND CONTENT.....	03
3.1 Package.....	03
3.2 Form of Proposal	03
3.3 Signature	03
4. EVALUATION AND SELECTION.....	04
4.1 Evaluation Team.....	04
4.2 Evaluation Criteria	04
4.3 Discrepancies in Proponent’s Financial Proposal.....	04
4.4 Litigation	04
4.5 Additional Information.....	05
4.6 Interviews	05
4.7 Single or Multiple Preferred Proponents	05
4.8 Negotiation of Contract and Award	05
5. GENERAL CONDITIONS	05
5.1 No GTAA Obligation	05
5.2 Proponents’ Expenses.....	06
5.3 No Contract.....	06
5.4 Conflict of Interest.....	06
5.5 Solicitation of Membership Executive.....	06
5.6 Confidentiality	06
5.7 Schedules	06
SCHEDULE A – SERVICES.....	07
SCHEDULE B – DRAFT FORM OF AGREEMENT	11
SCHEDULE C – FORM OF PROPOSAL	26

REQUEST FOR PROPOSALS

1. INTRODUCTION

1.1 Purpose

The purpose of this RFP is to select a service provider (or service providers) to perform the Solid Waste and Recycling Services and Disposal ("**Services**") described in Schedule A.

1.2 Definitions

In this RFP the following definitions shall apply:

"**GTAA**" means the Greater Toronto Apartment Association;

"**GTAA Member Building**" means multi-residential building that is owned or managed by a company that is a member in good standing of the Greater Toronto Apartment Association.

"**GTAA Representative**" has the meaning set out in section 2.5;

"**Bulky waste**" means materials collected outside of compacted/containerized collection in member buildings that otherwise have compacted/containerized collection. ie. beds, furniture, etc.

"**Closing Time**" has the meaning set out in section 2.1;

"**Contract**" means a formal written contract between the GTAA and a Preferred Proponent to undertake the Services, the preferred form of which is attached as Schedule B;

"**Evaluation Team**" means the team appointed by the GTAA;

"**Information Meeting**" has the meaning set out in section 2.2;

"**Preferred Proponent(s)**" means the Proponent(s) selected by the Evaluation Team to enter into negotiations for a Contract;

"**Proponent**" means an entity that submits a Proposal;

"**Proposal**" means a proposal submitted in response to this RFP;

"**Prospective Proponent**" means an entity that has obtained a copy of this RFP from the GTAA and has provided to the GTAA the contact information for Prospective Proponents required by the GTAA;

"**Recycling or Mixed Recyclables Collection**" means pickup of materials as listed in the current 'City of Toronto Acceptable materials' information.

"**RFP**" means this Request for Proposals;

"**Services**" has the meaning set out in Schedule A;

"**Site**" means the place or places where the Services are to be performed; and

2. INSTRUCTIONS TO PROSPECTIVE PROPONENTS

2.1 Closing Time and Address For Proposal Delivery

Proposals must be received at the office of:

Greater Toronto Apartment Association

20 Upjohn Road, Suite 103

Toronto, ON M3B 2V9

CONFIDENTIAL – DO NOT OPEN

on or before the following date and time (the “**Closing Time**”):

Time: 11:00 a.m. local time

Date: September 4th, 2009

Submissions by fax or electronic mail will not be accepted.

2.2 Information Meeting

An information meeting may be hosted by the GTAA Representative to discuss the GTAA’s requirements under this RFP (the “**Information Meeting**”). While attendance is at the discretion of Prospective Proponents, or Proponents, as the case may be, Prospective Proponents, or Proponents, as the case may be, who do not attend will be deemed to have attended the Information Meeting and to have received all of the information given at the Information Meeting. At the time of issuance of this RFP a meeting has not been scheduled. Should the GTAA schedule an information meeting, all Prospective Proponents who have provided contact information will be advised of such meeting by the GTAA.

2.3 Number of Copies

Proponents should submit the original plus 1 hard photo copy (2 in total) of their Proposals.

2.4 Late Proposals

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time.

2.5 Inquiries

All inquiries related to this RFP should be directed in writing to the person named below (the “**GTAA Representative**”). Information obtained from any person or source other than the GTAA Representative may not be relied upon.

Contact: **Brad Butt**

Address: 20 Upjohn Road, Suite 103 Toronto, ON M3B 2V9

Phone: 416-385-3435

Fax: 416-385-8096

Email: **bradb@gtaaonline.com**

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the GTAA Representative. If the GTAA determines that an amendment is required to this RFP, the GTAA Representative will issue an addendum in accordance with section 2.7. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

2.6 Addenda

If the GTAA determines that an amendment is required to this RFP, the GTAA Representative will email a written addendum to all Prospective Proponents that will form part of this RFP. No amendment of any kind to the RFP is effective unless it is a response to the emailed addendum sent to all proponents. Upon submitting a Proposal, Proponents will have received notice of all addenda. Any and all addenda issued by the GTAA are deemed to form part of this RFP.

2.7 Examination of Agreement Documents and Site

Prospective Proponents will be deemed to have carefully examined the RFP, including all attached Schedules, and the Contract prior to preparing and submitting a Proposal with respect to any and all facts, which may influence a Proposal.

2.8 Opening of Proposals

The GTAA intends to open Proposals in private but reserves the right to open Proposals in public at its sole discretion.

2.9 Status Inquiries

All inquiries related to the status of this RFP, including whether or not a Contract has been awarded, should be directed to the GTAA Representative.

3. PROPOSAL SUBMISSION FORM AND CONTENTS

3.1 Package

Proposals should be in a sealed package, marked on the outside with the Proponent's name, title of the Project and reference number.

3.2 Form of Proposal

Prospective Proponents should complete the form of Proposal attached as Schedule C, including Schedules C-1 to C-3. Proponents are encouraged to respond to the items listed in Schedules C-1 to C-3 in the order listed. Proponents are encouraged to use the forms provided and attach additional pages as necessary.

3.3 Signature

The legal name of the person or firm submitting the Proposal should be inserted in Schedule C. The Proposal should be signed by a person authorized to sign on behalf of the Proponent.

- (a) If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted.
- (b) If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the GTAA that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above.
- (c) If the Proponent is an individual, including a sole proprietorship, the name of the individual should be included.

4. EVALUATION AND SELECTION

4.1 Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the GTAA by the Evaluation Team. The Evaluation Team may consult with others including GTAA staff members, GTAA legal counsel, third party contractors and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a recommendation for the selection of a Preferred Proponent or Preferred Proponents to the GTAA.

4.2 Evaluation Criteria

The Evaluation Team will compare and evaluate all Proposals to determine the Proponent's strength and ability to provide the Services in order to determine which Proposal is most advantageous to the GTAA and its' member buildings, using the following criteria:

(a) Experience, Reputation and Resources

The Evaluation Team will consider the Proponent's responses to all items in Schedule C-1 and additional supporting information.

(b) Technical [Services]

The Evaluation Team will consider the Proponent's responses to all items in Schedule C-2.

(c) Financial

The Evaluation Team will consider the Proponent's response to Schedule C-3.

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team may identify as relevant during the evaluation process. The Evaluation Team will not advise all Proponents if other criteria are identified as relevant. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

4.3 Discrepancies in Proponent's Financial Proposal

If there are any obvious discrepancies, errors or omissions in Schedule C-3 of a Proposal (Proponent's Financial Proposal), then the GTAA shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the Proposal as submitted.

4.4 Litigation

In addition to any other provision of this RFP, the GTAA may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the GTAA, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the GTAA will consider whether the litigation is likely to affect the Proponent's ability to work with the GTAA, its contractors and representatives and whether the GTAA's experience with the Proponent indicates

that there is a risk the GTAA will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

4.5 Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Team may make such requests to only selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

4.6 Interviews

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

4.7 Single or Multiple Preferred Proponents

The GTAA intends to select a single preferred proponent to enter into discussions for a single contract.

The GTAA does reserve the right and discretion to divide up the Services, either by scope, geographic area, or other basis as the GTAA may decide, and to select one or more Preferred Proponents to enter into discussions with the GTAA for one or more Contracts to perform a portion or portions of the Services. If the GTAA exercises its discretion to divide up the Services, the GTAA will do so reasonably having regard for the RFP and the basis of Proposals.

In addition to any other provision of this RFP, Proposals may be evaluated on the basis of advantages and disadvantages to the GTAA that might result or be achieved from the GTAA dividing up the Services and entering into one or more Contracts with one or more Proponents.

4.8 Negotiation of Contract and Award

If the GTAA selects a Preferred Proponent or Preferred Proponents, then it may:

- (a) enter into a Contract with the Preferred Proponent(s); or
- (b) enter into discussions with the Preferred Proponent(s) to clarify any outstanding issues and attempt to finalize the terms of the Contract(s), including financial terms. If discussions are successful, the GTAA and the Preferred Proponent(s) will finalize the Contract(s); or
- (c) if at any time the GTAA reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the GTAA may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

5. GENERAL CONDITIONS

5.1 No GTAA Obligation

This RFP is not a tender and does not commit the GTAA in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract, and the GTAA reserves the complete right to at any time reject all Proposals, and to terminate this RFP process.

5.2 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the GTAA or its representatives and contractors, relating to or arising from this RFP. The GTAA and its representatives, agents, contractors and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

5.3 No Contract

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

5.4 Conflict of Interest

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the GTAA, or its employees. The GTAA may rely on such disclosure.

5.5 Solicitation of GTAA Executive or Staff

Proponents and their agents will not contact any member of the GTAA Executive or GTAA staff with respect to this RFP, other than the GTAA Representative named in section 2.6, at any time prior to the award of a contract or the termination of this RFP.

5.6 Confidentiality

All submissions become the property of the GTAA and will not be returned to the Proponent. All submissions will be held in confidence by the GTAA unless otherwise required by law.

5.7 Schedules

All schedules attached to this RFP, or schedules that may be attached to the RFP as addenda, are deemed to be part of this RFP.



SCHEDULE A

SERVICES

Title: SOLID WASTE and RECYCLING COLLECTION AND DISPOSAL SERVICES FOR MEMBER BUILDINGS.

Reference No.: 2009-08 RFP1

SCHEDULE A – SERVICES

SOLID WASTE and RECYCLING COLLECTION AND DISPOSAL SERVICES FOR MEMBER BUILDINGS

1. Introduction

The GTAA is soliciting proposals from qualified waste management companies for a variety of waste and recycling services to be provided at various GTAA member buildings. These services will include:

- Front-load collection and disposal of garbage;
- Rear-load collection and disposal of garbage;
- Front-load collection of mixed recyclables
- Side-load/rear-load collection of garbage
- Side-load/rear-load collection of mixed recyclables
- Bulk collection of bulky wastes

The GTAA membership represents approximately 1400 buildings of various unit sizes and configurations. The service requirements of each building will be different. There is no guarantee that any or all of these member buildings will convert to the services under the terms of this RFP. The membership has, however, charged the association with the responsibility of obtaining pricing for this pool of locations with the intent of changing service providers, when applicable, to the Proponent with the best proposal. With this responsibility, the GTAA must mandate that all Proponents choosing to respond to this RFP do so of their own volition understanding that member buildings can cancel any existing customer service agreements with the Proponent, with 60 days notice, that may have been entered into with the Proponent.

The GTAA will only provide pricing given by the successful proponent to members of the GTAA in good standing during the term of the agreement.

The GTAA does expect that the offer provided by the successful proponent, given the size and scope of the RFP, will be exclusive to the GTAA, and will be a better offer than is offered to any single facility, building, or company for similar services.

The scope of Services sets out the minimum requirements of the GTAA. A person that submits a Proposal (the "**Proponent**") should prepare a Proposal that meets the minimum requirements, and may as it may choose, in addition, also include goods, services or terms that exceed the minimum requirements.

2. Scope of Services

These specifications generally describe the solid waste collection and disposal Services to be provided to the GTAA. The Contractor is to provide a range of services as set out in Schedule A-1.

The Contractor is to service the locations in accordance with a frequency and time schedule as set out by the Contractor including transport of said collected solid waste to a municipal or commercial solid waste transfer and/or disposal facility ("permitted waste transfer or disposal facility"), and said mixed recyclables to a municipal or commercial material recovery facility ("permitted material recovery facility").

Service requirements include, but are not limited to the following:

- a) Service all locations with services required as per the GTAA Service Request Forms that are filed with the successful proponent with rates in place as set out in Schedule C-3 at the commencement of and for the duration of the Term.
- b) Transport and disposal of collected solid waste through the use of a permitted waste transfer or disposal facility.
- c) Transport and recycling of collected mixed recyclables through the use of a permitted material recovery facility.
- d) Prompt notification to the GTAA and the member buildings in the event of failure or inability to provide waste collection service or the observation of damaged, inoperative or vandalized waste management equipment.
- e) Provision of waste collection routes on the schedule agreed upon.
- f) Maintain collected waste and mixed recyclables data by type of collection service for each day and location serviced
- g) Respond promptly (i.e. within 24 hours) to additional waste collection service requests from the GTAA member buildings.
- h) The Contractor is to supply any additional standard and temporary waste containers within 48 hours notice for the duration and time as specified by the GTAA.
- i) Collection service for any roll-off waste containers will be performed on an "on-call" basis.

On occasions, private vehicles may prevent access to containers. When this occurs, the Contractor is to promptly notify the member building representative. If the vehicle is removed, the Contractor will be notified and the pickup is to be executed as promptly as possible.

3. Waste and Mixed Recyclables Collection Service Schedule

This regular scheduled collection is comprised of front-loading containers, roll carts and pile pickups that will require regular on going scheduled servicing of various frequencies throughout the service week.

The Contractor is to set-up a service schedule for the various waste and mixed recycling collections. The Contractor is to coordinate this service schedule with each facility's representative and GTAA management in order to minimize disruption of normal facility operations. All regularly scheduled collections must be completed on the scheduled day, unless agreed to by the GTAA.

All on-call collections must be completed by the end of the next business day after the request, unless agreed to in advance by the GTAA management.

Where the regular collection day falls on a statutory holiday, the waste or mixed recycling service is to be provided either on the day immediately preceding or following the regular scheduled collection day.

Contractor is to, within twenty-four (24) hours, after request, collect and remove any and all missed pickups, which Contractor failed to collect and remove as required at the regularly scheduled time.

4. Cleaning up

The Contractor is to collect all garbage/waste/mixed recyclables, which have spilled during the tipping process or from the collection vehicles.

The GTAA may from time to time, by written notice to the Contractor, cancel service for containers. No penalty will be applied to the GTAA.

5. Term and Renewals

The Contractor will provide the Services for a three-year period unless as otherwise terminated in accordance with the agreement.

The agreement will not automatically renew. The GTAA may, at its sole discretion, at any time prior to 90 days before the end of the Term, by written notice extend the Term for one (1) additional two-year period. If the GTAA elects to extend the Term, the provisions of the Agreement will remain in force, including the fees, except where amended by the parties.

6. Contractor's Vehicles

The Contractor will mark all principal vehicles of the Contractor with signs setting out the Contractor's name and telephone number. The Contractor is not required to mark employee owned vehicles, which may be periodically used for company business, unless specifically requested by the GTAA.

7. Waste Disposal and Processing of Mixed Recyclables

With respect to garbage, waste, waste water and mixed recyclables:

- (a) The Contractor shall, in accordance with applicable laws and regulations, provide for disposal of all solid wastes, and processing of mixed recyclables collected under this RFP. All service rates proposed shall include cost of disposal of all garbage and residue from recyclables processing.
- (b) the Contractor warrants that it will not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic substances into the environment and that all vehicles and equipment used will not pose a hazard to, or harm, or adversely affect anyone coming into contact with them and covenants and agrees to provide the GTAA with an environmental plan (where applicable), acceptable to the GTAA, which plan shall outline the procedures to be followed by the Contractor to prevent the production or discharge of chemicals or toxic substances into the environment and the actions to be taken should the discharge occur; and,
- (c) the Contractor shall be responsible to take all necessary measures to comply with requirements of Federal and Provincial environmental regulatory agencies, municipal by-laws, and any other applicable acts and regulations.

8. Reporting

The Contractor is to execute these requirements for customer notification, reporting of statistics, and resolution of complaints.

Time is of the essence in the removal of refuse and mixed recyclables since failure to do so could constitute a health and safety hazard and violation of health and safety legislation and regulations. The Contractor is to maintain not only run sheets for each service type, but also a log indicating missed pickups and other problems. This log is to be communicated weekly to the GTAA. The Contractor is to arrange prompt correction of all problems reported.

SCHEDULE B – CONTRACT (DRAFT)

SERVICES AGREEMENT



Title: **SOLID WASTE and RECYCLING COLLECTION AND
DISPOSAL SERVICES FOR MEMBER BUILDINGS.**

Reference No.: **2009-08 RFP1**

TABLE OF CONTENTS

1. INTERPRETATION	14
1.1 Definitions	14
2. SERVICES.....	15
2.1 Services	15
2.2 Amendment of Services.....	15
2.3 Additional Services/Containers.....	15
2.4 Standard of Care.....	15
2.5 Time	15
3. PERSONNEL	15
3.1 Qualified Personnel.....	15
3.2 Replacement of Personnel or Sub-Contractors	15
3.3 Sub-Contractors and Assignment.....	15
3.4 Agreements with Sub-Contractors.....	16
4. LIMITED AUTHORITY	16
4.1 Agent of GTAA.....	16
4.2 Independent Contractor	16
5. FEES	16
5.1 Fees	16
5.2 Payment.....	16
5.3 GTAA Management Fee	17
5.4 Disbursements	17
5.5 Records.....	18
5.6 Fees Adjustment	18
5.7 Limits on Hauling Fees and Fuel Cost Escalations	18
6. GTAA RESPONSIBILITIES	18
6.1 GTAA Information	18
6.2 GTAA Decisions.....	18
6.3 Notice of Defect	18
7. INSURANCE AND DAMAGES	18
7.1 Indemnity	18
7.2 Survival of Indemnity.....	19
7.3 Contractor's Insurance Policies	19
7.4 Insurance Requirements.....	19
7.5 Waiver of Subrogation	20
7.6 Notice of Claims	20
8. TERMINATION.....	20
8.1 By the GTAA.....	20
8.2 Termination for Cause	20
8.3 Curing Defaults	21
9. APPLICABLE LAWS, BUILDING CODES AND BY-LAWS.....	21
9.1 Applicable Laws	21
9.2 Codes and By-Laws.....	21

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION	21
10.1 No Disclosure	21
10.3 Return of Property	21
11. USE OF WORK PRODUCT	21
12. DISPUTE RESOLUTION	22
12.1 Dispute Resolution Procedures	22
13. JURISDICTION	22
14. CERTIFICATES OF APPROVAL.....	22
15. WORKPLACE SAFETY INSURANCE BOARD COVERAGE	23
16. GENERAL	24
16.1 Entire Agreement.....	24
16.2 Amendment	24
16.3 Survival of Obligations	24
16.4 Cumulative Remedies.....	24
16.5 Notices	24
16.6 Unenforceability	24
16.7 Headings.....	24
16.8 Singular, Plural and Gender	24
16.9 Waiver.....	24
16.10 Damage to Person and Property	25
16.11 Rectification of Damage and Defects	25

SCHEDULES (to be inserted during agreement assembly)

SCHEDULE A – SERVICES

SCHEDULE B – DRAFT FORM OF AGREEMENT

SCHEDULE C Form of Proposal;

 Schedule “C-1” Proponent’s Experience, Reputation & Resources;

 Schedule “C-2” Proponent’s Technical Proposal (Service); and,

 Schedule “C-3” Proponent’s Financial Proposal.

SERVICES AGREEMENT

Title: **SOLID WASTE and RECYCLING COLLECTION AND DISPOSAL SERVICES FOR MEMBER BUILDINGS.**

Reference No.: **2009-08 RFP1**

THIS AGREEMENT dated the ____ day of _____, 2009.

BETWEEN:

THE GREATER TORONTO APARTMENT ASSOCIATION

(the "GTAA")

AND:

(the "Contractor")

WHEREAS the GTAA wishes to engage the Contractor to provide Services in connection with

SOLID WASTE and RECYCLING COLLECTION AND DISPOSAL SERVICES FOR MEMBER BUILDINGS.

THEREFORE in consideration of the payment of one (\$1.00) dollar and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) the GTAA and the Contractor agree as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement the following definitions apply:

"Disbursements" has the meaning set out in section 5.3;

"Dispute" has the meaning set out in section 12.1;

"Fees" has the meaning set out in section 5.1;

"GTAA Member Building" means multi-residential building that is owned or managed by a company that is a member in good standing of the Greater Toronto Apartment Association;

"Indemnitees" has the meaning set out in section 7.1;

"Invoice" has the meaning set out in section 5.2(a);

"Participating GTAA Member Building" means a GTAA Member Building that has opted to receive the Services;

"Services" has the meaning set out in section 2.1;

"Term" has the meaning set out in Appendix 1; and,

"Time Schedule" has the meaning set out in section 2.5.

2. SERVICES

2.1 Services

The GTAA hereby retains the Contractor to provide the Services as described generally in Schedule 1, for Participating GTAA Member Buildings, including anything and everything required to be done for the fulfillment and completion of this Agreement (the “**Services**”).

2.2 Amendment of Services

The GTAA may from time to time, by written notice to the Contractor, make changes in the scope of the Services. The Fees will be increased or decreased by written agreement of the GTAA and the Contractor according to the rates set out in Schedule 1.

2.3 Additional Services/Containers

The Contractor will, if requested in writing by the GTAA, perform additional services and provide additional containers. The terms of this Agreement will apply to any additional services and containers, and the fees for additional services and containers, and the time for the Contractor’s performance, will generally correspond to the fees and time of performance as described in Schedule 1. The Contractor will not provide any additional services/containers in excess of the scope of services unless requested in writing by the GTAA.

2.4 Standard of Care

The Contractor will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the GTAA is relying on the Contractor’s experience and expertise.

2.5 Time

The Contractor acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Contractor will provide the Services as agreed to in writing or verbally by the GTAA member building and the Contractor. If at any time the Contractor discovers that the Time Schedule cannot be met it will immediately advise the GTAA and the affected Participating GTAA Member Building verbally or in writing and provide a revised Time Schedule.

3. PERSONNEL

3.1 Qualified Personnel

The Contractor will provide only professional personnel who have the qualifications, experience and capabilities to perform the Services.

3.2 Replacement of Personnel or Sub-Contractors

If the GTAA reasonably objects to the performance, experience, qualifications or suitability of any of the Contractor’s personnel or sub-contractors then the Contractor will, on written request from the GTAA, replace such personnel or sub-contractors.

3.3 Sub-Contractors and Assignment

Except as provided for in section 3.2, the Contractor will not engage any sub-contractors, or sub-contract or assign its obligations under this agreement, in whole or in part, without the prior written approval of the GTAA.

3.4 Agreements with Sub-Contractors

The Contractor will preserve and protect the rights of the GTAA and Participating GTAA Member Buildings with respect to any Services performed under sub-contract and incorporate the terms and conditions of this agreement into all sub-contracts as necessary to preserve the rights of the GTAA and Participating GTAA Member Buildings under this agreement. The Contractor will be as fully responsible to the GTAA and Participating GTAA Member Buildings for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

4. LIMITED AUTHORITY

4.1 Agent of GTAA

The Contractor is not and this Agreement does not render the Contractor an agent or employee of the GTAA, and without limiting the above, the Contractor does not have authority to enter into any contract or reach any agreement on behalf of the GTAA, except for the limited purposes as may be expressly set out in this agreement, or as necessary in order to perform the Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Services.

4.2 Independent Contractor

The Contractor is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The GTAA will not control or direct the details, means or process by which the Contractor performs the Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor is primarily responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in section 3.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

5. FEES

5.1 Fees

Each Participating GTAA Member Building will pay to the Contractor the fees as set out in Schedule 1 (the “Fees”). Payment by the Participating GTAA Member Building of the Fees will be full payment for the Services and the Contractor will not be entitled to receive any additional payment from the GTAA.

5.2 Payment

Subject to any contrary provisions set out in the attached schedules:

- (a) the Contractor will submit a monthly invoice (the “Invoice”) to each Participating GTAA Member Building requesting payment of the portion of the Fees relating to the Services provided in the previous month, and including the following information:
 - (1) an invoice number;
 - (2) the Contractor’s name, address and telephone number;
 - (3) the GTAA’s reference number for the Services;
 - (4) the locations, container or service charge-out rates and number of pick-ups completed in the previous month;
 - (5) applicable taxes; and,

(6) grand total of the Invoice;

In support of the invoice, Contractor will provide specific information on services for each account location for that month, including:

- date of each service;
- address of service provided;
- type of service or number and size of containers serviced at that location;
- frequency of service at that location;
- total cost of service to that location for the period of the invoice;
- the disposition of the collected materials (e.g., landfilled, recycled, composted);
- a description and related charges for any 'on-call services' provided during that billing period; and,

(b) if a Participating GTAA Member Building reasonably determines that any portion of an Invoice is not payable then the Participating GTAA Member Building will so advise the Contractor and the GTAA; **[N.B. Scheduled pick-ups not performed will be deducted from the monthly billing.]**

5.3 GTAA Management Fee

- (a) Monthly, the Contractor will provide the GTAA an electronic copy of all Member Building invoices to assist in the overall management of the program, including dispute resolution between Member Buildings and the Contractor, but the Contractor in no way holds the GTAA responsible for the payment of said invoices.
- (b) The GTAA will receive from the Contractor a 4% management fee based on the monthly total revenues generated by the contract, that will be payable within 45 days of the end of the billing period.

5.4 Disbursements

The Contractor will **not** receive additional payment for disbursements. Disbursements include, but are not limited to, expenditures for the following:

- (a) long distance telephone, fax, courier services, and postage;
- (b) reproduction including digitized data or transparency reproduction of plans, maps, sketches, drawings, graphic representations, specifications and other documents;
- (c) photographic services;
- (d) transportation [travel expenses] of the Contractor's employees to meetings requested by the GTAA at locations other than the GTAA's offices;
- (e) fees, levies, duties or taxes for permits, licenses or approvals that are directly related to the Services, from authorities having jurisdiction;
- (f) expenses to provide and operate specialized equipment used by the Contractor to provide the Services;
- (g) any fines, penalties or administrative charges levied or imposed on the Contractor by the any Provincial Ministry, Court, Administrative tribunal or agency or any municipality; and,
- (h) other costs reasonably incurred by the Contractor in the performance of the Services.

For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered fully by the Fees, and will not be subject to additional payment by the GTAA.

5.5 Records

The Contractor will prepare and maintain proper records related to the Services, including records, receipts and invoices. On request from the GTAA, the Contractor will make the records available open to audit examination by the GTAA at any time during regular business hours during the time the Contractor is providing the Services and for a period of six years after the Services are complete.

5.6 Fees Adjustment

The parties agree that all fees as set out in Schedule C-3 will be subject to an annual increase on the anniversary of this agreement by a percentage which shall not be greater than the percentage increase to the rental increase guideline that is published by the Ontario Ministry of Municipal Affairs and Housing. The Contractor will be responsible for requesting this fee adjustment.

5.7 Limits on Hauling Fees and Fuel Cost Escalations

Any changes in hauling fees (due to fuel costs, changes in market destinations, environmental surcharges, commodity surcharges, or for any other cause) are not acceptable.

6. GTAA RESPONSIBILITIES

6.1 GTAA Information

The GTAA will, in co-operation with the Contractor, make available to the Contractor information about the Participating GTAA Member Buildings within 60 days of the execution of this agreement. The Contractor will review any such material upon which the Contractor intends to rely and take reasonable steps to determine if that information is complete or accurate. The Contractor will assume all risks that the information is complete and accurate and the Contractor will advise the GTAA in writing if in the Contractor's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.

6.2 GTAA Decisions

The GTAA will in a timely manner make all decisions required under this agreement, examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this agreement.

6.3 Notice of Defect

If the GTAA observes or otherwise becomes aware of any fault or defect in the Services, it may notify the Contractor, but nothing in this agreement will be interpreted as giving the GTAA the obligation to inspect or review the Contractor's performance of the Services.

7. INSURANCE AND DAMAGES

7.1 Indemnity

The Contractor will indemnify and save harmless the GTAA, GTAA Members and Participating GTAA Member Buildings and all of their elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "Indemnitees"), from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all

actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.

7.2 Survival of Indemnity

The indemnity described in section 7.1 will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.

7.3 Contractor's Insurance Policies

The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurance in forms and amounts acceptable to the GTAA from insurers licensed to conduct business in Canada:

- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the provision of the Services by the Contractors, its employees, agents, and sub-contractors. The insurance policy will be endorsed to add the GTAA and its Member Buildings as additional insured and will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been insured to each insured. The insurance will include, but not be limited to:
 - Blanket contractual,
 - Employees as additional insureds,
 - Non-owned automobile,
 - Owners and contractors protective liability,
 - Contingent employers liability,
 - Personal injury, and
 - Where such further risk exists, advertising liability;
- (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property.

7.4 Insurance Requirements

The Contractor will provide the GTAA with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the GTAA. The Contractor will, on request from the GTAA, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the GTAA with thirty (30) days advance written notice of cancellation or material change. The Contractor will require and ensure that each sub-contractor maintain insurance comparable to that required above. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the GTAA or any insurer of the GTAA.

7.5 Waiver of Subrogation

The Contractor hereby waives all rights of recourse against the GTAA, GTAA Member Buildings and Participating GTAA Member Buildings for loss or damage to the Contractor's property.

7.6 Notice of Claims

If at any time during the performance of the Services the Contractor becomes aware of a claim or potential claim against any insurance policy that the Contractor has, pursuant to this Agreement, indicated to the GTAA may apply to the Services, then the Contractor will immediately advise the GTAA in writing of such claim, including particulars.

8. TERMINATION

8.1 By the GTAA

The GTAA may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of all the Services. Upon receipt of such notice, the Contractor will perform no further Services other than the work, which is reasonably required to terminate the Services and return the GTAA's property to the GTAA. If the GTAA terminates this agreement before the completion of all the Services, the Participating GTAA Member Buildings represented under this agreement will pay to the Contractor all amounts owing under this agreement for Services provided by the Contractor up to and including the date of termination. Upon payment of such amounts no other or additional payment will be owed by the GTAA to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not performed or other profit opportunities.

8.2 Termination for Cause

The GTAA may terminate this Agreement for cause as follows:

- (a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the GTAA may, without prejudice to any other right or remedy the GTAA may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice;
- (b) If the Contractor is in breach of any term or condition of this agreement, and such breach is not remedied to the reasonable satisfaction of the GTAA within 5 days after delivery of written notice from the GTAA to the Contractor, then the GTAA may, without prejudice to any other right or remedy the GTAA may have, terminate this Agreement, or Services at the affected Participating GTAA Member Building, by giving the Contractor further written notice.

If the GTAA terminates this Agreement or part thereof as provided by this Section, then the GTAA may:

- (c) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;
- (d) withhold payment of any amount owing to the Contractor under this agreement for the performance of the Services;
- (e) set-off the total cost of completing the Services incurred by the GTAA against any amounts owing to the Contractor under this agreement, and at the completion of the Services pay to the Contractor any balance remaining; and

- (f) if the total cost to complete the Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

8.3 Curing Defaults

If the Contractor is in default of any of its obligations under this Agreement, then the GTAA may, without terminating this Agreement, upon 5 days written notice to the Contractor, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Contractor. Nothing in this Agreement will be interpreted or construed to mean that the GTAA has any duty or obligation to remedy any default of the Contractor.

9. APPLICABLE LAWS AND BY-LAWS

9.1 Applicable Laws

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario. The GTAA and the Contractor accept the jurisdiction of the courts of Ontario and agree that any action under this Agreement be brought in such courts.

The Contractor will comply with all applicable Province of Ontario statutes, regulations, directives and policies and all municipal by-laws, policies, procedures, rules and regulations.

9.2 Codes and By-Laws

The Contractor will comply with all applicable Province of Ontario statutes, regulations, directives and policies and all municipal by-laws, policies, procedures, rules and regulations.

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

10.1 No Disclosure

Except as provided for by law or otherwise by this Agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the performance of the Services and this agreement, and will not, without the prior express written consent of the GTAA, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this agreement, except as reasonably required to complete the Services.

10.2 Return of Property

The Contractor agrees to return to the GTAA or Participating GTAA Member Buildings all of the property belonging to the GTAA or to Participating GTAA Member Buildings at the completion of this Agreement, including any and all copies or originals of reports provided to it by the GTAA.

11. USE OF WORK PRODUCT

The Contractor hereby sells, assigns and transfers to the GTAA the right, title and interest required for the GTAA to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Services rendered by the Contractor. This section does not give the GTAA the right to sell any such work product to any third party and the GTAA may sell the work product only with the prior approval of the Contractor. The Contractor may retain copies of the work product.

12. DISPUTE RESOLUTION

12.1 Dispute Resolution Procedures

The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to this Agreement (“**Dispute**”) using the dispute resolution procedures set out in this section 12.

(a) Data Gathering and Negotiation

The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations. It is expected that the Contractor will maintain accurate route sheets identifying the services performed, their dates of service, the materials picked up, and the number of containers serviced. Other information such as GPS tracking data, and on-board weight and service measurement system information can also be provided by the contractor to assist in any dispute resolution. The member buildings will be expected to maintain log sheets of their own to cross reference these documents in case of dispute. From these documents, it is expected that the Contractor and each Participating GTAA Member Building will be able to negotiate a resolution. If not, the GTAA will provide their contracted management services team to assist in resolving the dispute.

(b) Mediation

If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the GTAA for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Toronto, Ontario. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

(c) Litigation

If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

13. JURISDICTION

Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the GTAA in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.

14. CERTIFICATE of APPROVAL

(a) The Contractor shall at all times during the Term(s) of this Agreement be in possession of a valid MOE Certificate of Approval, including any permissions required to operate as a waste hauler, issued by the Ministry of the Environment, authorizing the carrying-out and performing of the Services required to be performed under this Agreement.

(b) Prior to the commencement of this Agreement, the Contractor shall provide the GTAA with a certificate, sworn by a Director or other such person authorized to bind the Contractor, that the Contractor is not aware of any impairments to its Certificate of Approval or other permission to operate as a waste hauler.

(c) Prior to the commencement of this Agreement, the Contractor will provide the GTAA with a copy of its Certificate of Approval or other permission to operate as a waste hauler and shall, during the Term(s) of this Agreement, provide the GTAA with notice if such Certificate of Approval or other permission to operate as a waste hauler is suspended or cancelled and shall also provide the GTAA with any correspondence, notice or Order from received from the Ministry of the Environment if such notice may impact compliance with any terms of such Certificate of Approval or other permission to operate as a waste hauler.

15. WORKPLACE SAFETY AND INSURANCE BOARD COVERAGE

a) The Contractor clearly understands and agrees that it is not, nor is anyone hired by it, covered by the GTAA or its' member buildings under the Workplace Safety and Insurance Act S.O. 1997, c.16, Sch.A., as amended and the Contractor shall be responsible for and shall pay all dues and assessments payable under the Workplace Safety and Insurance Act, the Employment Insurance Act, S.C. 1996, c.23 or any Act, whether Provincial or Federal, in respect of itself, its employees and operations, and shall furnish the GTAA, if requested, with such satisfactory evidence that it has complied with the provisions of any such Acts. If the Contractor fails to do so, the GTAA shall have the right to withhold payment of such sum or sums of money due to it that would be sufficient to cover its default and the GTAA shall have the right to pay same. The GTAA is not the employer of the Contractor or its personnel under any circumstances whatsoever.

b) The Contractor shall, both prior to commencing Work under the Contract and within 60 days of the expiration of the Contract date, submit a letter of good standing from the Workplace Safety and Insurance Board to the GTAA that all assessments or compensation have been paid, and the GTAA may, at any time during the performance, request a further declaration that all such assessments of compensation have been paid.

c) The successful Contractor must have valid Workplace Safety and Insurance Board Coverage and will be required to submit a current Clearance Certificate within seven days of award of the Contract. The Contractor will immediately notify the GTAA if there is any change in the of such Clearance Certificate.

(d) The Contractor understands and undertakes to comply with all the Workplace Safety and Insurance Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information Systems (WHMIS)" Regulations.

(e) Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor shall indemnify and hold harmless the GTAA, its elected and appointed officials, employees and agents, from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid Workplace Safety and Insurance Board assessments owing from any person or corporation engaged in the performance of this contract or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workplace Safety and Insurance Board, including penalties levied by the Workplace Safety and Insurance Board.

16. GENERAL

16.1 Entire Agreement

This Agreement, including the Schedules and Appendices and any other documents expressly referred to in this Agreement as being a part of this Agreement, contains the entire agreement of the parties regarding the provision of the Services and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this agreement. This Agreement supersedes and cancels all previous agreements between the parties, the GTAA and GTAA Member Buildings relating to the provision of the Services.

16.2 Amendment

This Agreement may be amended only by agreement in writing, signed by both parties.

16.3 Survival of Obligations

All of the Contractor's obligations to perform the Services in a professional and proper manner will survive the termination or completion of this Agreement.

16.4 Cumulative Remedies

The GTAA's remedies under this agreement are cumulative and in addition to any right or remedy which may be available to the GTAA at law or in equity.

16.5 Notices

Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by facsimile, on transmission, or if by mail, five calendar days after posting. The addresses for delivery will be as follows:

The GTAA:

Attention:

The Contractor:

Attention:

16.6 Unenforceability

If any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid or unenforceable, it will be severed from the Agreement and will not affect the enforceability or validity of the remaining provisions of the Agreement.

16.7 Headings

The headings in this Agreement are inserted for convenience of reference only and will not form part of nor affect the interpretation of this Agreement.

16.8 Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same will be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the context so requires.

16.9 Waiver

No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

16.10 Damage to Person and Property

The Contractor is to use due care that no persons are injured, no property damaged or lost, and no rights are infringed in the performance of the Services, and the Contractor will be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the Services or caused in any other manner whatsoever by the Contractor, or its employees.

16.11 Rectification of Damage and Defects

The Contractor will rectify any loss or damage for which, in the opinion of the GTAA or Participating Member Buildings, the Contractor is responsible, at no charge to the GTAA or Participating Member Buildings and to the satisfaction of the GTAA or Participating Member Buildings. In the alternative, the GTAA or Participating Member Building may repair the loss or damage and the Contractor will pay to the GTAA or Participating Member Building the costs of repairing the loss or damage forthwith upon demand from the GTAA. Where, in the opinion of the GTAA or Participating Member Building, it is not practical or desirable to repair the loss or damage, the GTAA or Participating Member Building may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor hereunder.

IN WITNESS WHEREOF the parties have duly executed this agreement as of the day and year first above written.

**GREATER TORONTO APARTMENT [CONTRACTOR]
ASSOCIATION (GTAA)**

Per: _____

Per: _____



SCHEDULE C

FORM OF PROPOSAL

Includes:

1. Schedule "C" Form of Proposal;
2. Schedule "C-1" Proponent's Experience, Reputation & Resources;
3. Schedule "C-2" Proponent's Technical Proposal (Service); and,
4. Schedule "C-3" Proponent's Financial Proposal.

SOLID WASTE and RECYCLING COLLECTION AND DISPOSAL SERVICES FOR MEMBER BUILDINGS.

REFERENCE No.: 2009-08 RFP1

SCHEDULE C – FORM OF PROPOSAL

RFP Project Title: **SOLID WASTE and RECYCLING COLLECTION AND DISPOSAL SERVICES FOR MEMBER BUILDINGS.**

RFP Reference No.: **2009-08 RFP1**

Legal Name of Proponent: _____

Contact Person and Title: _____

Business Address: _____

Telephone: _____

Fax: _____

E-Mail Address: _____

TO: **Greater Toronto Apartment Association**

Attn: Brad Butt

Address: 20 Upjohn Road, Suite 103 Toronto, ON M3B 2V9

Phone: 416-385-3435

Fax: 416-385-8096

Email: **bradb@gtaaonline.com**

Dear Sir:

1.0 I/We, the undersigned duly authorized representative of the Proponent, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda provided by email by the GTAA, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Services, submit this Proposal in response to the RFP.

2.0 I/We confirm that the following appendices are attached to and form a part of this Proposal:
Schedule C-1 – Proponent’s Experience, Reputation and Resources;
Schedule C-2 – Proponent’s Technical Proposal (Services); and,
Schedule C-3 – Proponent’s Financial Proposal.

4.0 I/We confirm that the GTAA requires that the successful Proponent have the following in place **before commencing the Services:**

- a) Workplace Safety and Insurance Board coverage in good standing, WSIB Number _____;
- b) A Safety program that meets the WSIB standards;
- c) Insurance coverage for the amounts required in the proposed Contract as a minimum, naming the GTAA and its’ member buildings as additional insured.

3.0 I/We confirm that this proposal is accurate and true to the best of my/our knowledge.

This Proposal is submitted this _____ day of _____, 200__.

I/We have the authority to bind the Proponent.

(Name of Proponent)

Name of Proponent)

(Signature of Authorized Signing Officer)

(Signature of Authorized Signing Officer)

(Print Name and Position of Authorized Signing Officer)

(Print Name and Position of Authorized Signing Officer)

SCHEDULE C-1 - PROPONENT'S EXPERIENCE, REPUTATION AND RESOURCES

Proponents should provide information on the following (use the spaces provided and attach additional pages, if necessary):

(i) Location of Toronto area customer service office, background, stability, structure of the Proponent;

(ii) Proponent's relevant and unique experience and qualifications in delivering Services similar to those required by the RFP;

(iii) Proponent's demonstrated ability to provide the Services; and,

(iv) Proponent's single stream recycling program, processes and network capacity that will ensure consistent service and processing of these materials, and that the materials will in fact be recycled, not landfilled or incinerated;

Proponents should also provide information on the background and experience of key personnel proposed to undertake the Services (complete the chart below for all personnel proposed to undertake the Services):

Key Personnel

Name: _____	Name: _____
Experience: _____	Experience: _____
Responsibility: _____	Responsibility: _____
_____	_____
Name: _____	Name: _____
Experience: _____	Experience: _____
Responsibility: _____	Responsibility: _____
_____	_____
Name: _____	Name: _____
Experience: _____	Experience: _____
Responsibility: _____	Responsibility: _____
_____	_____
_____	_____

References

Proponent to provide three references of recent successful performance of solid waste [trash and recycling] collection services where the requirements were similar to the GTAA's requirements as set out in the RFP. The GTAA reserves the right to request site visits and demonstrations of existing Proponent operations.

The GTAA reserves the right to contact any person(s), agency(ies) or firm(s) not listed as part of an independent review.

Reference #1	
Name of client's organization:	
Reference Contact Information:	Name:
	Phone Number:
	Email Address:
How long has the organization been a client of the Proponent?	
Describe the size and scope of the referenced project.	
Describe the nature of the work performed.	
Provide the start and end dates of the project duration, and any relevant comments.	
Information on any significant obstacles encountered and overcome for this type of solid waste collection and disposal services.	

Reference #2	
Name of client's organization:	
Reference Contact Information:	Name:
	Phone Number:
	Email Address:
How long has the organization been a client of the Proponent?	
Describe the size and scope of the referenced project.	
Describe the nature of the work performed.	
Provide the start and end dates of the project duration, and any relevant comments.	
Information on any significant obstacles encountered and overcome for this type of solid waste collection and disposal services.	

Reference #3	
Name of client's organization:	
Reference Contact Information:	Name:
	Phone Number:
	Email Address:
How long has the organization been a client of the Proponent?	
Describe the size and scope of the referenced project.	
Describe the nature of the work performed.	
Provide the start and end dates of the project duration, and any relevant comments.	
Information on any significant obstacles encountered and overcome for this type of solid waste collection and disposal services.	

Sub-Contractors

Proponents should provide the following information on the background and experience of all sub-contractors proposed to undertake a portion of the Services (use the spaces provided and/or attach additional pages, if necessary):

Legal Name of Sub-Contract Company: _____

Contact Person and Title: _____

Business Address: _____

Telephone: _____

Fax: _____

E-mail Address: _____

Description of services to be rendered:

Sub-contractor history, experience including demonstrated abilities to perform the services outlined herein:

SCHEDULE C-2 - PROPONENT'S TECHNICAL PROPOSAL (SERVICES)

Proponents should provide the following (use the spaces provided and/or attach additional pages, if necessary):

- (i) a narrative that illustrates an understanding of the GTAA's requirements and Services;

- (ii) a description of the general approach and methodology that the Proponent would take in performing the Services including specifications and requirements;

- (iii) provide information that will help the GTAA Member Buildings to lower their waste management costs and yet supply these sites with an excellent Services program;

- (iv) provide information about how service requests are managed in your customer service department, and how your company can provide a better customer service solution to the GTAA and its' member buildings than your industry counterparts.

**SCHEDULE C-3
PROPONENT'S FINANCIAL PROPOSAL**

Contractors should note:

1. Waste service is to be available to member buildings at least twice per week.
2. Recycling service requirement is a minimum of once weekly, many GTAA member buildings are currently being serviced or converting to twice weekly service.
3. Bulky waste service, while available once per week to those member buildings requiring it, will be an on call service for most.
4. Front-load Containers that are provided to any member buildings under the rental program must be properly decaled for the services to be provided.
5. Front-load Containers that are provided to any member buildings under the rental program for recycling service or non-compacted waste service must be lockable with plastic lids and casters.
6. Roll-cart price schedules will be based on a minimum service of 3 containers per stop.

LINE ITEM #	WASTE CONTAINER SIZE	SERVICE REQUIREMENT (MINIMUM AVAILABILITY PER MEMBER BUILDING SITE)	<u>LIFT</u> CHARGE FOR WASTE CONTAINERS	<u>MONTHLY RENTAL COST FOR ANY CONTRACTOR SUPPLIED BINS</u>
1.	2 yard frontload	TWICE PER WEEK	\$	\$
2.	3 yard frontload	TWICE PER WEEK	\$	\$
3.	3 yard rearload	TWICE PER WEEK	\$	\$
4.	3 yard compacted	TWICE PER WEEK	\$	\$
5.	4 yard rearload	TWICE PER WEEK	\$	\$
6.	4 yard frontload	TWICE PER WEEK	\$	\$
7.	6 yard frontload	TWICE PER WEEK	\$	\$
8.	8 yard frontload	TWICE PER WEEK	\$	\$
9.	95 gal roll-cart	TWICE PER WEEK	\$	\$
LINE ITEM #	RECYCLING CONTAINER SIZE		<u>LIFT</u> CHARGE FOR RECYCLING CONTAINERS	<u>MONTHLY RENTAL COST FOR ANY CONTRACTOR SUPPLIED BINS</u>
10.	2 yard frontload	ONCE PER WEEK	\$	\$
11.	3 yard frontload	ONCE PER WEEK	\$	\$
12.	3 yard rearload	ONCE PER WEEK	\$	\$
13.	4 yard frontload	ONCE PER WEEK	\$	\$
14.	4 yard rearload	ONCE PER WEEK	\$	\$
15.	6 yard frontload	ONCE PER WEEK	\$	\$
16.	95 gal roll-cart	ONCE PER WEEK	\$	\$
LINE ITEM #	BULKY ITEMS		<u>LIFT</u> CHARGE	<u>DISPOSAL COST \$/metric tonne (if applicable)</u>
17.	Rear load/Flatbed	Once per week	\$	\$

ROLL-OFF CONTAINER SERVICES [UPON REQUEST]

	Cost Per Week (includes rental up to seven days)	Additional Charges
Flat Fee for 40 cu. yard roll-off container:	\$	Delivery: \$
		Removal: \$
Flat Fee for 20 cu yard roll-off container:	\$	Delivery: \$
		Removal: \$
Flat Fee for 14 cu yard roll-off container:	\$	Delivery: \$
		Removal: \$
Cost Per Tonne [Disposal Fee]:		

Payment Terms:

Net 45 days.