



**Request for Proposal
South Porcupine Recycling/Waste Management
Proposal Number 12-NC-0123WM**

Opening Date:	January 23, 2012
Closing Date:	Consideration will be given to your proposal only if you have submitted your proposal no later than February 15, 2012 at 2:00 p.m. local time
Submit To:	Submit Three (3) copies of the proposal to: John Harrington, Purchasing Officer, Northern College, Haileybury Campus 640 Latchford St, P.O Box 2060 Haileybury, Ontario P0J 1K0
Questions Related to RFP Must Be Directed by Email To:	Sue Howson, Health & Safety/Plant & Property Coordinator howsons@northern.on.ca -Cc. John Harrington, Purchasing Office harringtonj@northern.on.ca

NOTE: Proposals received by fax or email will not be accepted

Section 1 INTRODUCTION

Purpose

Northern College is soliciting Request for Proposals (RFP) as outlined in the Terms and Conditions of this RFP from qualified proponents to provide Waste Management and Recycling Services. To Northern College and Student Residence located at 4715 & 4777 Highway 101 East, South Porcupine, Ontario

The Successful Proponent must be in a position to provide the College with accurate reporting for all waste activities and must meet Ontario Regulations 103/94 and 102/94.

Length of Contract

The contract will be for a three (3) year term, subject to annual review beginning January 15, 2013. A further term may be approved at the mutual option of the College and the successful bidder for a one (1) additional two (2) calendar years, subject to annual review.

Approval of the further term above will depend on the satisfaction of performance by the successful bidder with the department and the rate increase, if any.

Section 2 COMMUNICATION, RFP COORDINATOR, CLARIFICATION AND AMMENDMENTS TO RFP

Communication

It is vital to Northern College that the process leading to the recommendation of a supplier and the conclusion of an agreement be seen to be open and fair and that each of the respondents is treated equally. No respondent can be seen to be deriving, intentionally or otherwise, an advantage of information, which is not equally available to all other respondents, nor is it acceptable that any advantage or information be sought or obtained from any unauthorized Staff of Northern College, or any benefit derived from and special or personal relationship or contracts. Therefore, all communication, including request for information between respondents to the RFP and Northern College, must be with the RFP Coordinator.

All questions related to the RFP must be directed by email to:

Sue Howson, Health & Safety/Plant & Property Coordinator, howsons@northern.on.ca
-Cc: John Harrington, Purchasing Officer harringtonj@northern.on.ca

RFP Clarification Questions

It is the responsibility of proponents to seek clarification from the RFP Coordinator on any matters it considers to be unclear. Northern College will not be responsible for any misunderstanding on the part of proponents concerning the RFP or RFP Process.

All answers to questions, to this RFP shall be communicated to proponents in the same manner in which the questions were received. Northern College reserves the right to edit clarification questions or to consolidate any clarification questions which are repetitive and provide a response by posting a single answer to a particular question.

Northern College will endeavor to answer all questions related to this RFP on (January 31st, 2012) during the Bidders Briefing and Site Visit.

If Northern College is holding a briefing session for potential Respondents who may wish to bid on this RFP, the date and time of that briefing will be set out in the following table:

Date:	January 31st, 2012
Time:	11:00 a.m.
Location:	South Porcupine Main Lobby

If a Bidders Briefing session is being held, attendance at it will be restricted to individuals who have pre-registered. Each potential Respondent may pre-register up to two (2) individuals for the Respondents' Briefing by sending an e-mail with the potential Respondent's name and the names of the individual or individuals to be pre-registered to the RFP Co-ordinator by no later than:

Date:	January 27 th , 2012
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Individuals attending the Bidders Briefing will be asked to sign in, identifying themselves and the potential Respondent whom they represent. Individuals who are not pre-registered shall not be admitted.

It is a mandatory requirement of this RFP that each Respondent be represented by at least one individual at the Bidders Briefing. Any Proposal submitted by a Respondent who was not represented by at least one individual at the Respondents' Briefing shall be rejected by Northern College.

Section 3 SUBMISSION, AMENDMENT AND WITHDRAWAL OF PROPOSAL

Letter of Intent & Proposal Submission

To be eligible for consideration, for RFP **12-NC-0123WM** the following dates must be met:

Proposal Submission, See Appendix "A" by **February 15, 2012, 2:00 pm, (local time)**

Addressed to:

John Harrington, Purchasing Officer
Northern College, Haileybury Campus
640 Latchford, P.O Box 2060
Haileybury, ON P0J 1K0
Email: Harringtonj@northern.on.ca

NOTE: Letters of Intent and proposals received after the stated closing time period above will not be accepted nor considered and will be returned unopened and proposals sent by fax or email will not be accepted.

PRICING

The pricing sheet ("**Appendix C**") must be enclosed and sealed in a separate envelope and included with your submission in order for your bid submission to be considered. Upon completion of the evaluation process, only those envelopes submitted by proponents whose services are deemed to meet the needs of the College will be opened and their pricing will be considered as the final phase of this call.

Withdrawal or Amendment of Proposal

A proponent that submits a Proposal to Northern College may withdraw its proposal by delivering a written notice to Northern College's Purchasing Officer by email at the address provided above before the closing time, indicating that the proponent is withdrawing its proposal. Please quote Proposal Number 12-NC-0110WM in the subject line of the email.

A proponent may amend its proposal only by delivering a written notice to Northern College's Purchasing Officer at the address provided above before the closing time, indicating that the proponent is amending its proposal accompanied by an amended proposal in a sealed envelope or package. Any amended proposal must comply with all requirements to the RFP that are applicable to the proposal that it is replacing. The last proposal received by Northern College before the closing time shall supersede and invalidate any proposal previously submitted by the proponent.

Proposal Irrevocable by Proponent

Subject to a withdrawal by the respondent prior to the closing time, proposals shall be valid and shall remain in effect and open for acceptance by Northern College for ninety (90) calendar days following the closing time.

Instruction Non-Compliance

Proponents are expected to complete their proposal in accordance with the instructions in this RFP. Any non-compliance with the instruction or failure to provide information set out in the RFP by a proponent may result in the proponent's proposal being disqualified.

Section 4 NORTHERN COLLEGE RIGHTS

Rejection of Proposals

Northern College reserves the right to reject any, or any part of, or all tenders and also reserves the right to award a contract to other than the bidder submitting the lowest bid.

At the election of Northern College, rejection of proposals will occur when:

1. the submission (letter of intent/RFP) is received after the specified closing date and time
2. the mandatory bidder's briefing and site visit is not attended
3. proper authorization has not been granted for the use of copyrights, patents, licenses, standards, approval of products and or services from appropriate manufacturers, government agencies or industry associations
4. unauthorized communication has taken place with any executive or board member of the College as well as any director, agent or employee of the College without prior approval from the College's Purchasing Officer.
5. the submission is received from a person or company that is or which has been involved in litigation with Northern College within the five year period immediately preceding the date on which the RFP was published
6. the submission is received from a person or company which in the opinion of Northern College or its professional advisors, does not possess the financial, technical, personnel, experience, or other resources that may reasonably be expected to be necessary in order to carry out the obligations that the bidder proposes to assume under the terms of its bid.

Right to Amend, Supplement or Cancel RFP

Northern College, without liability, cost or penalty may do all or any of the following acts:

1. at any time prior to the Closing Time, alter the date and/or time specified as the Closing Time;
2. at any time prior to or after the Closing Time, alter any other dates in this RFP;
3. at any time prior to or after the Closing Time, cancel this RFP; and
4. Any amendments or supplements to this RFP shall be communicated to Respondents in the same manner in which this RFP was issued (Northern College Web site). Any amendments or supplements to this RFP made in any other manner shall not be binding.

Proposal Acceptance

Neither the proposal with the lowest cost nor any proposal will necessarily be accepted. Cost is an important element in the selection process, but there are other evaluation criteria in the RFP that Northern College will consider in evaluating proposals.

Right to Waive Irregularities

Northern College, without liability, cost or penalty, may, in its sole discretion, waive irregularities in any proposal which Northern College, in its discretion, determines to be non-material.

Right to Clarify Proposals

Northern College, without liability, cost or penalty, in its sole discretion and at any time after the submission of a proposal, may seek clarification from any respondent with respect to its proposal. Any written information received by Northern College from a respondent in response to a request for clarification by Northern College shall be considered an integral part of the respondent's proposal.

Limited Submissions Received

In the event that the College receives less than three (3) responsive bid submissions, the College, at its sole discretion, reserves the right not to proceed and may delay/change the closing date and/or cancel the process as it deems appropriate.

Withdrawal

Northern College reserves the right to withdraw, cancel or postpone this RFP at anytime and will not be liable for any expense, cost, loss or damage incurred or suffered by any bidder as a result of such

withdrawal.

Bid Acceptance Period

This RFP submission is irrevocable and is to remain open for acceptance by the College for a period of ninety (90) calendar days after the date and time set for submissions of RFP. Northern College may at any time within the above ninety (90) day calendar period accept this tender whether or not any other tender has previously been accepted.

No Volume Guarantees

Except as otherwise expressly set out in the Agreement Northern College makes no guarantee or commitment with respect to the amount or value of the Deliverables to be procured by Northern College pursuant to the Agreement.

Section 5 REQUEST FOR PROPOSAL SCOPE

Scope of Project

The Scope of the project includes regular waste removal/recycling of paper, cardboard, and non-sorted metal cans, plastic, and glass.

Current System in place:

Location	Qty	Type	Frequency
Cafeteria	1	Front Load 6 Yard Waste	3x per week
	1	Front Load 4 Yard cardboard	2x per week
	5	90/95 Gal Roll-Away Cart	1x per week
Maintenance	1	Front Load 6 Yard Waste	2x per week
	1	Front Load 6 Yard cardboard	1x per week
	17	90/95 Gal Roll-Away Cart	1x per week
Shop (E section)	1	Front Load 4 Yard Waste	1x per week
Trade Center	2	90/95 Gal Roll-Away Cart	1x per week
Residence	1	Front Load 4 Yard	2x per week
	3	90/95 Gal Roll-Away Cart	1x per week

Proponents are expected to supply Waste management/recycling bins, and Annual reports; consisting of by location, number of lifts per bin type and amount of waste (lbs.)

Section 6 REQUEST FOR PROPOSAL SUBMISSION REQUIREMENTS

This section outlines the requirements that must be complied with in order for a Proposal to be considered by the Northern College.

Mandatory RFP Submission Requirements

- Cover Letter:** Provide as part of their cover letter a brief synopsis of their firm's background and areas of expertise with waste diversion and source separation. Furthermore, include the approach to be used to complete projects and explain why your firm is most suited for this project.
- Management Approach:** Provide as part of their Management Approach statement, Quality system, service delivery, equipment capacity, H&S system, environmental sustainability, reports and history of the company.
- Experience / Key Personnel:** Provide a brief resumes for the primary contract and the main team members who will be responsible for this contract, describing education, professional qualifications and experience specifically related to this type of project and educational environment. Identify all subcontractors that will be utilized on the contract, outline their relevant qualifications and experience, and indicate the scope of work allotted to each subcontractor.

4. **Technical Proposal:** Describe your approach to the objectives indicated on and the means of waste diversion and source separation. Provide sufficient detail to demonstrate your understanding of the scope and objectives of the contract. Indicate degree of success expected and the related time frame and any major difficulties anticipated in implementing the contract requirements.
 - a. Propose a Work Plan, which is comprehensive in addressing the College's requirements as outlined in the document. Incorporate any refinements to the stated requirements, which you believe, are appropriate.
 - b. Propose a Schedule Plan, addressing the individual waste management needs, i.e. garbage, wet waste recycling, etc. and the related proposed schedules. See “**Appendix D**”
 - c. Provide a brief description of the start up process as you envision it.
5. **Communication:** Provide as part of their communication statement, routine communication with Northern College staff and formal reporting with Northern College Management.
6. **Price:** The Proponent must provide pricing for items included in **Appendix “C”** Prices are all inclusive of the cost of labour, materials, equipment fees and licensing required to complete the Work, including but not limited to all applicable taxes, disposal and/or tipping fees, overheads, profits and all other associated Proponent expenses excluding HST.
7. **Reporting:** The Proponent is to provide sample reports
 - Reports are required annually,
 - Reports to include amount of waste (lbs.) & number of lifts per bin type & location
8. **Fuel Surcharge:** The Proponent shall describe how it manages fuel surcharges fluctuations including, but not limited to:
 - The Frequency of changes
 - How it has managed fuel surcharges changes with existing customers
 - How fuel surcharge is determined
9. **Suggested Solutions:**

Proponent are requested to provide recommended solutions including cost for the following items;

 - Battery recycling program
 - Computer recycling
 - Inner Office Recycling Box Program (Blue Box)

Proponent Information Form

The Proponent Information Form attached as “Appendix A” must be completed and signed by a person authorized to sign on behalf of the proponent and attached to the proposal.

Conflict of Interest

The proponent must confirm that except as disclosed in its proposal, the proponent and any proposed subcontractors do not and will not have any actual or potential conflict of interest in submitting a proposal or, if selected, in fulfilling their obligation to Northern College under this RFP and under any agreement that may follow.

Any real, potential, or apparent conflict of interest must be fully disclosed in writing to Northern College’s Purchasing Officer at the time of submission of this proposal. Northern College will determine the possible effect the conflict will have on the Request for Proposal and any contractual agreements that may be developed through such an RFP.

References

The proponent must submit 3 references with its proposal, see **Appendix “B”**. The references should be from clients for whom the proponent has provided goods and/or services that are similar to the deliverables within the last 5 years. The proponent should provide the name, telephone number and email address of a contact person for each reference and a brief outline of the nature of goods and/or services provided by the proponent to the client named as the reference.

In addition to the references to be provided by the proponent as set out in the preceding paragraph, Northern College reserves the right to request the proponent to provide the names of one or more references if required.

Northern College, in its sole discretion, may confirm the qualifications and experience of the proponent (and if applicable, each proposed subcontractor) by checking the references provided by the proponent at any time during the RFP process. By providing information about references in their proposal, proponent's represent, warrant and certify that they have the legal authority to do so including any consent required.

Information about Subcontractors

The Respondent must include in its Proposal the name of any subcontractor that the Respondent proposes to use in connection with the Project and information about the business organization of the subcontractor, such as whether the subcontractor is an individual, a sole proprietorship, a corporation or a partnership.

The Respondent must indicate whether any subcontractor is an existing service provider to the Respondent or Northern College, its experience, and its ability to meet all applicable requirements set out in this RFP.

The Respondent must describe the contractual or other arrangement between the Respondent and all of the subcontractors it proposes to use in connection with the Project.

The Successful Respondent will be the prime contractor, and Northern College will at no time, during the term of the Agreement, enter into any legal agreement with the Successful Respondent's subcontractors with respect to the Deliverables to be provided under the Agreement.

In any case where the Respondent proposes to use another entity to assist in any manner in the provision of the Deliverables, such other parties shall be named as subcontractors, and the Respondent will be required to act as the prime contractor and take overall responsibility for the successful provision of the Deliverables.

Proof of Insurance

Respondents must certify in their proposal that they have, or warrant that they will obtain prior to the negotiation of an Agreement arising from this RFP, the insurance coverage described in Section 8. If requested by Northern College, Respondents will provide such certification or warranty with respect to any subcontractors that Respondents propose to use in connection with the Project.

Section 6 EVALUATION, AGREEMENT AND PROPOSED WORK PLAN

Methodology

This is a multi-stage proposal process which gives consideration to both the qualification of the proponent and price. This process will be based on the following steps:

Stage 1 – Proponent Qualifications

Phase 1 – Request for Information

Proponent submissions will first be evaluated by an Evaluation Team that has specific expertise in Waste Management. This initial evaluation will be based solely on the information provided in the Request for Proposal Submission requirements, as outlined in Section 6. Each submission will be scored using a pre-set marking scheme prior to advancing to Phase I.I

Stage 2 – Scoring

Phase I – Technical Score

Each Proponent will be scored based on the Request for Information in Stage 1. Stage 1 scores will be combined for a total Technical Component Score.

Description	Score
Understanding Scope of Project	10
Management Approach	15
Technical Proposal	5
Experience/Key Personnel	5
Communication with Northern College	5
Reporting for Northern College Management	5
Alternative solutions for other recycling programs	5
Fuel Surcharge	5

Phase II – Pricing Score

The Pricing will be scored using a pre-set marking scheme by the Evaluation Team. This score will be combined with the Technical Component Score for a Total Final Score.

Description	Score
Financial Score (Cost per Lift/Bin Rental)	45

The Proponent with the highest Total Final Score will be recommended for award.

Stage 3 – Selection of Proponent

Subject to the terms and conditions of this RFP, the proponent whose proposal has the highest overall score based on the methodology set forth in the RFP will become the selected proponent and Northern College will issue a notice of intent to the proponent. In case of a tie between responsible proponents with substantially equal qualification, the tie proponents may be invited to resubmit written bids below their original bid. As an alternate, all bids may be rejected and new bids solicited. Any proponent who has not been approved to proceed further in the procurement process may request a debriefing from Northern College as outlined in Section 7 of this RFP.

Form of Agreement

Within fourteen (14) days following the issuance of a Letter of Intent (or such other period as deemed required by Northern College in its discretion), Northern College will prepare a proposed form of agreement to be made with the selected proponent. The proposed form of agreement will be based substantially on the terms and conditions outlined in this RFP.

Proposed Work Plan and Time Lines

Northern College has established the dates set forth below for the completion and various activities contemplated by this RFP. Note that dates may be altered as required by the College in accordance with the provisions of the General Terms and Conditions set forth in this RFP.

Activity	Date
RFP Issue	January 23, 2012
Mandatory Bidder's Briefing and Site Visit	January 31, 2012 11:00 A.M.
RFP Closing	February 15, 2012 2:00 P.M.
Finalize Agreement	March 1, 2012
Commencement Date for Project	April 1, 2012

Section 7 EVALUATION, CONTRACT AWARD AND DEBRIEFING

Evaluation

1. Proposals will be evaluated on the basis of information provided by the proponent at the time of submission as well as any additional information provided during subsequent meetings with the proponent(s) at the option of Northern College and the previous experience of the proponent in this

marketplace. Northern College is subject to the provisions of the Freedom of Information and Protection and Privacy Act. Please note: **The lowest or any bid may not be necessarily accepted.**

2. Proposals will be evaluated by a selection team comprised of not less than three (3) Northern College employees or professionals in the community. The selection team will screen each proposal to ensure the proponent is compliant with this proposal. The acceptability of any submission will be determined by the selection team who, following the closing date, reserves the right to negotiate with the preferred proponent(s) and add to and/or delete any items required in the proposal. Negotiations may take place with the selected proponent(s) without obligation to recall proposals or to provide an opportunity for other proponents to quote on the same changes.
3. Northern College does not bind itself to accept the whole, or any part of any proposal. Proposals are subject to a formal contract being negotiated, prepared and executed. Northern College reserves the right to negotiate the terms of the contract. Northern College may, at its sole discretion, terminate negotiation with the selected proponent and negotiate with another proponent of its choice with no liability to the previously selected consultant.
4. Northern College intends to award a contract to the proponent whose proposal offers the best value to the College. However, Northern College is under no obligation to award any contract, in whole or in part, and Northern College reserves the right in its sole discretion to cancel the request for proposal at any time before or after closing without providing reasons for such cancellation.
5. Northern College reserves the right to award all or any part of this RFP to one or more proponents and to exclude items from the contract.

Debriefing

Any bidder who has not been approved to proceed further in the procurement process may request a debriefing from Northern College. Debriefings shall cover a general overview of the evaluation process and discuss the proponent submission. A debriefing can be booked at the conclusion of the procurement process by contacting the Purchasing Officer represented in this RFP.

Section 8 GENERAL TERMS AND CONDITIONS

General

Northern College shall make every effort to safeguard the confidentiality of each proposal submission. However, all proposal submissions are subject to the provisions of the Freedom of Information and Protection of Privacy Act.

Broader Public Sector Procurement Directive

Northern College is obligated to adhere to the Ontario BPS Procurement Directives issued effective July 1, 2011 by the Ontario Management Board of Cabinet.

The Purpose of the directive is:

- I. To ensure that publicity funded goods and services, including construction, consulting services, and information technology are acquired by BPS organizations through a process that is open, fair and transparent
- II. To outline responsibilities of BPS organizations throughout each stage of the procurement process; and.
- III. To ensure that procurement processes are managed consistently throughout the BPS

Interpretation

During the execution of the work, the proponent shall advise Northern College promptly of:

- (1) Any contradiction, discrepancies or errors found or noted in the contract documents.
- (2) Supplementary details, instructions or directions that do not correspond with those contained in the contract documents.
- (3) Any omissions, or other faults, that become evident which should be corrected in order to execute the work in accordance with good standard practice.
- (4) After advising Northern College of such discrepancies, except in emergency situations, no further work in the affected area shall proceed until instructions rectifying the situations are received from Northern College.

Should the proponent fail to comply with these requirements, he/she will be held responsible for any resulting circumstances, conditions, and costs.

Bid Fairness

The bidder declares that their submission is **NOT** made in connection with any other bidder submitting an offer for the same commodity or commodities, and is in all respects fair and without collusion or fraud.

Canadian Funds

All prices are to be in Canadian funds. Harmonized Sales Taxes (HST) are applicable. The proponent may be requested to provide their HST registration number. Proponents may be required to complete and submit a Government of Ontario Tax Compliance Declaration.

Terms of Payment

Payment shall be made to the proponent within thirty (30) days from the date of the invoice, or otherwise negotiated.

Cost to Proponent

Northern College is not responsible for any costs incurred by the proponent in the preparation of their response to the RFP and the presentation and interview.

Alternate Solutions

In addition to responding to the precise requirements of this document, proponents may submit separate and individual quotes for alternate solutions or financial arrangements that the proponent considers feasible for Northern College. Any alternative solution must include the same level of detail as the information requested in response to the original requirements. All alternative submissions must be marked clearly as such and are subject to the following conditions:

- I. Proponents are cautioned to ensure that a RFP responding to the original requirements of this document is also submitted, as RFP alternatives alone will not be accepted.
- II. The evaluation committee reserves the right in its sole discretion to determine the feasibility and acceptability of any alternative solution proposed.
- III. All alternative submissions will be evaluated separately following evaluation of original requirements, and on the same criteria as the original requirements.

Contract Negotiations

Northern College reserves the right to enter into a final negotiation and award the contract to the proponent(s) submitting the proposal that best meets the requirements of this RFP and serves the best interests of Northern College. Northern College reserves the right to award a contract to a proponent (or multiple proponents) selected on an overall best response basis considering all criteria and not solely on the basis of apparent lowest product cost.

Northern College, at its discretion, may decide to seek "Best and Final Offers" from one or more proponent if additional information is necessary or responses will be altered in order to make a final decision. Proponents may not request an opportunity to submit a "Best and Final Offer".

Northern College reserves the right to accept the best proposal as submitted, without discussion or negotiation, and may do so. Proponents should therefore not rely on having a chance to discuss, negotiate, and adjust their proposals.

Prohibition Against Gratuities

Northern College may preclude any proponent from proceeding with this RFP if it is found that gratuities in the form of entertainment, gifts or otherwise were offered or given by the proponent, or any employee, agent, or representative of the proponent, to any executive or board member of the College as well as any director, agent or employee of the College for the purpose of securing an agreement or seeking favorable treatment in respect to the award or amendment of the agreement or influencing the performance of the agreement. The proponent must certify that no executive or board member of the College, as well as officer, director, agent, or employee of the College has benefited or will benefit financially or materially from the proposed agreement. Any agreement may be terminated by Northern College if it is determined that gratuities of any kind were either offered to, or received by any executive or board member of the College as well as officer, director, agent or employee contrary to this policy.

Hours of work

The work under this project must be completed during normal business hours. Access to the site for the performance of the work must be scheduled from 8:00 a.m. to 4:00 p.m. Monday to Friday.

Workplace Safety and Insurance Board coverage (WSIB)

The proponent clearly understands and agrees that it is not, nor is anyone hired by it, covered by the College under the *Workplace Safety and Insurance Act* S.O. 1997, c.16, Sch.A., as amended and the proponent 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 College, if requested, with such satisfactory evidence that it has complied with the provisions of any such Acts. If the proponent fails to do so, the College 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 College shall have the right to pay same. The College is not the employer of the proponent or its personnel under any circumstances whatsoever.

The proponent 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 College that all assessments or compensation have been paid, and the College may, at any time during the performance, request a further declaration that all such assessments of compensation have been paid.

The successful proponent must have valid Workplace and Safety Insurance Board Coverage and will be required to submit a current Clearance Certificate within seven days of award of the Contract.

Insurance and liability provisions

General liability insurance including bodily injury and death, personal injury, property damage including loss of use thereof, contractual liability, non-owned automobile liability, owners' and contractors' protective, products and completed operations and employers' liability, with coverage including the activities and operations conducted by the proponent and those for whom the proponent is responsible for in law. These policies will all (1) be written on an occurrence basis with coverage for any one occurrence or claim of at least \$1,000,000 (2) name the College as additional named insured (3) contain a severability of interests clause and cross liability clauses and (4) have a deductible amount of not greater than \$1,000 per incident or occurrence.

It is expressly understood and agreed that the College shall in no way be responsible for any theft, disappearances or other misappropriation of any of the equipment to be supplied by the Proponent, nor for the theft, disappearance, or other misappropriation of monies, or any other property of the Proponent wherever located. To this effect, the Proponent will maintain adequate insurance to protect itself in the event of the above-noted occurrences.

The proponent shall pay all insurance premiums relating to coverage requirements set out above. The proponent will reimburse the College for any damages occasioned to the College's equipment and premises through the neglect of wilful act of the Proponent and its employees. All policies of insurance shall be (1) written with an insurer licensed to do business in Ontario (2) in form and content acceptable to the College acting reasonably (3) be non-contributing with, and will apply only as primary and not excess to any other insurance available to the College and (4) contain an undertaking by the insurers to notify the College in writing not less than 30 days before any material change, cancellation, lapse or termination of the policies.

Before the commencement of any operations hereunder, and within seven working days of award of the Contract, the successful proponent shall provide the College a completed Certificate of Insurance evidencing compliance with the policy requirements as detailed above.

Failure to provide the aforementioned insurance will result in the withholding of payments or at the sole option of the College, forfeiture of the Contract

College changes

The College may, order in writing, at any time before or after the commencement of the Work, alter the Work to be done provided that such extension or increase or alteration is within the reasonable competence of the proponent to perform. If a change order increases or decreases the cost of the Work, the proponent shall notify the College by fax within 24 hours of notice of the change. The proponent and the College shall agree on the increase or decrease in price to be made to the purchase order. Where the proponent and College fail to agree, the appropriate contract laws apply.

Order of precedence in the event of conflict

In the event of any inconsistency or conflict in the provisions of the Document, such provisions shall take precedence and govern in the following order, where applicable:

1. Addenda
2. Terms of Reference.
3. Form of Proposal
4. Instructions to Proponents.
5. Supplementary Terms and Conditions.
6. Standard Terms and Conditions.

Protection of the College's property and building finishes

The proponent shall provide adequate protection of the *College's* property and building finishes and to adjacent areas and finishes. Any damage to the *College's* property and finishes shall be removed, replaced and or repaired by the *proponent* at no extra cost to the *College*.

Indemnification

1. The proponent agrees to indemnify, and save harmless Northern College and their officers, agents, and employees from any claims, damages and actions of any kind or nature whether at law or equity, arising from or caused by the use of any materials, goods, services or equipment of any kind or nature furnished by the contractor.
2. The proponent's obligation to indemnify Northern College shall be limited to those liabilities arising from the negligence of the proponent in the performance of its obligations under the agreement. In no event shall the proponent be responsible for those liabilities arising from the negligence of Northern College, its agents or employees.
3. The proponent will provide Employee Dishonesty including client's coverage (3rd Party) in an amount of not less than \$500,000 for any one employee and in aggregate annually.
4. The proponent is responsible for any breach of confidentiality or violation of the privacy legislation as it relates to the nature of the environment or private documents that may be seen by cleaning personnel.

Termination

1. Either Northern College or the proponent may terminate the contract for any reason on ninety (90) days notice in writing to the other party.
2. Should a termination notice be given by either Northern College or the proponent, then the proponent shall continue to provide the services as outlined in the contract documents during the ninety (90) day termination period. Failure by the proponent to comply with these conditions may result in Northern College deducting money from the proponent's invoices, and/or billing the proponent; to ensure that the services as outlined in the contract documents continue to be provided without additional cost to Northern College so that the building remains at an acceptable standard.
3. In case the proponent defaults or delays in executing the work satisfactorily, Northern College may give notice to the proponent in writing that the proponent has made such default. Should the proponent fail to remedy satisfactorily such defaults without delay, or should the proponent become insolvent or abandon the work or otherwise fail to observe the provisions of the Contract then in any part of such cases, Northern College may immediately take the work or portions thereof out of the proponent hands and employ person or persons such as he may see fit to complete the work so taken over. In any case, the proponent shall be chargeable with and remain liable for all loss or damage which may be suffered by Northern College by reason of such default, and shall be liable to Northern College for the cost of doing any such work over and above contract price thereof.

Comply with Laws

The successful bidder shall comply with all applicable statutes, laws, by-laws, regulations, ordinances, notices and orders whether Federal, Provincial, Municipal or otherwise, at any time in effect during the currency of this contract, and all rules and requirements of the Police and Fire departments, or other

governmental authorities, and procure all C.S.A. approvals, if required. The successful bidder shall obtain and pay for all necessary permits and licenses, and shall not do or suffer to be done anything in violation of any such laws, ordinances, rules or requirements. If the attention of the successful bidder is called to any such violation on the part of the successful bidder, or of any person employed or engaged by the successful bidder, the successful bidder shall immediately desist from and correct such violation.

Notices, Orders, ETC.

Any notice, order, decision, direction or communication given or required to be given by Northern College under the contract shall be in writing. It shall be deemed to have been received by the proponent on the day it was delivered in person to the proponent, the Supervisor, or if it was mailed to the proponent at the address indicated on the Proposal and Acceptance, on the sixth day following the day on which it was mailed.

Records

The proponent shall during the term of the contract and for the period of one year from the date of completion of the contract maintain and keep full records of estimates of and actual cost of the work together with all proper quotations, contracts, correspondences, invoices, receipts and vouchers relating thereto, and shall make them available for copy, audit or inspection by any person acting on behalf of Northern College.

“Appendix A” Submission of Proposal

Proponent Information Form

This form must be completed, signed and returned with proposal

Closing Date: _____

Closing Time: _____

Submit to: John Harrington, Purchasing Officer
Northern College, Haileybury Campus
640 Latchford, P.O. Box 2060
Haileybury, ON P0J 1K0

RFP REFERENCE NUMBER	
RFP DESCRIPTION	
NAME OF ORGANIZATION	
ADDRESS	
CITY/PROVINCE/ POSTAL CODE	
CONTACT PERSON	
POSITION	
TELEPHONE	
FACSIMILE	
E-MAIL	
SIGNATURE OF AUTHORIZED PERSON	
DATE	

“Appendix B” References

Minimum of three (3) references

1		
	COMPANY NAME	
	INDUSTRY	
	CONTACT FULL NAME	
	TITLE	
	STREET ADDRESS	
	CITY, PROVINCE, POSTAL CODE	
	DAY TIME TELEPHONE	
	FAX	
	EMAIL ADDRESS	
2		
	COMPANY NAME	
	INDUSTRY	
	CONTACT FULL NAME	
	TITLE	
	STREET ADDRESS	
	CITY, PROVINCE, POSTAL CODE	
	DAY TIME TELEPHONE	
	FAX	
	EMAIL ADDRESS	
3		
	COMPANY NAME	
	INDUSTRY	
	CONTACT FULL NAME	
	TITLE	
	STREET ADDRESS	
	CITY, PROVINCE, POSTAL CODE	
	DAY TIME TELEPHONE	
	FAX	
	EMAIL ADDRESS	
4		
	COMPANY NAME	
	INDUSTRY	
	CONTACT FULL NAME	
	TITLE	
	STREET ADDRESS	
	CITY, PROVINCE, POSTAL CODE	
	DAY TIME TELEPHONE	
	FAX	
	EMAIL ADDRESS	
5		
	COMPANY NAME	
	INDUSTRY	
	CONTACT FULL NAME	
	TITLE	
	STREET ADDRESS	
	CITY, PROVINCE, POSTAL CODE	
	DAY TIME TELEPHONE	
	FAX	
	EMAIL ADDRESS	

“Appendix C” Cost Sheet

Location	Qty	Type	Rental fee	Pick up Fee	Dry Run Charge
Cafeteria	1	Front Load 6 Yard Waste			
	1	Front Load 4 Yard cardboard			
	5	90/95 Gal Roll-Away Cart			
Maintenance	1	Front Load 6 Yard Waste			
	1	Front Load 6 Yard cardboard			
	17	90/95 Gal Roll-Away Cart			
Shop (E section)	1	Front Load 4 Yard Waste			
Trade Center	2	90/95 Gal Roll-Away Cart			
Residence	1	Front Load 4 Yard			
	3	90/95 Gal Roll-Away Cart			

Misc			
Type/Description	Rental fee	Pick up Fee	Disposal/Recycling Fee
Roll Off 30 Yard			

“Appendix D” Schedule

Location	Qty	Type	Frequency	Time	Week Days
Cafeteria		Front Load 6 Yard Waste	x per week		
		Front Load 4 Yard cardboard	x per week		
		90/95 Gal Roll-Away Cart	x per week		
Maintenance		Front Load 6 Yard Waste	x per week		
		Front Load 6 Yard cardboard	x per week		
		90/95 Gal Roll-Away Cart	x per week		
Shop (E section)		Front Load 4 Yard Waste	x per week		
Trade Center		90/95 Gal Roll-Away Cart	x per week		
Residence		Front Load 4 Yard	x per week		
		90/95 Gal Roll-Away Cart	x per week		

“Appendix E” Service Agreement

See Attached PDF Document