

REQUEST FOR PROPOSALS:

PROGRAM MANAGEMENT  
SERVICES FOR  
BRITISH COLUMBIA  
SMALL ELECTRONIC AND  
ELECTRICAL APPLIANCE  
RECYCLING

Issued by: Canadian Electrical Stewardship Association

Response Deadline: To be received no later than 4:30 PM EDT on  
Friday, December 9, 2022

At

Canadian Electrical Stewardship Association

Attention: Mike Elliott

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## 1. BACKGROUND

### Introduction to CESA

The Canadian Electrical Stewardship Association (CESA) is a not-for-profit product stewardship agency incorporated in 2010 by the manufacturers/brand owners of small appliances (see product list at [www.electrorecycle.ca/stewards/resources-documents/](http://www.electrorecycle.ca/stewards/resources-documents/)).

CESA's purpose is to assist small appliance manufacturers, brand owners and other legally obligated parties (e.g. retailers, importers or distributors) in discharging their obligation to establish an end-of-life product collection and recycling program under provincial extended producer responsibility (EPR) legislation. CESA assists obligated companies by providing them with an opportunity to become a member of an industry-collective recycling program that fulfills their legal obligations under applicable provincial EPR regulations.

British Columbia was the first Canadian province to regulate a legal requirement for an end-of-life recycling program for small appliances. CESA has developed a product stewardship plan to operate and manage a compliance program which qualifies under the relevant regulations and permits various parties to fulfill their legal obligations under the recycling program.

### The BC Recycling Regulation

In December 2008, the government of British Columbia enacted amendments to its Recycling Regulation under the *Environmental Management Act*. These amendments expanded the schedule of electronic and electrical products for which 'producers' (as that term is defined under the Regulation) are legally obligated to establish and operate an end-of-life collection and recycling program. Included in these amendments, among other products, is a comprehensive list of products defined as "small electronic or electrical equipment appliances". It was amended again in 2011. Schedule 3 defines the electrical equipment covered under the CESA program, and can be reviewed at [https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/449\\_2004#Schedule3](https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/449_2004#Schedule3)

Under the B.C. Recycling Regulation, each individual producer of these regulated products is required to submit a stewardship plan to the B.C. Ministry of Environment, detailing how they propose to establish and operate a collection and recycling program for their products.

'Producers' chose to appoint CESA as their stewardship agency to manage the collection and recycling of their products on their behalf.

### The CESA Program

CESA is a stewardship agency that acts on behalf of its nearly 450 members in B.C., to allow those members to exercise their right to appoint another agency to operate the recycling program on their behalf.

CESA developed a product stewardship plan (the "**CESA's Program Plan**") for the product categories that sets out how CESA's compliance program will be operated, and which was filed with and approved by the Regulator. A copy of CESA's approved Program Plan (June 2018) is available on the website: <https://www.electrorecycle.ca/app/uploads/2019/10/CESA-BC-Product-Stewardship-Plan-June-2018.pdf>

CESA's Program Plan will be submitted in 2023 for renewal, as required by the Regulation.

CESA's obligations as the stewardship agency in charge of implementing CESA's Program Plan include producer management, materials management, and communications management functions. CESA employs a lean management structure, and as a result, each of these three key roles requires CESA to outsource the ongoing management and support of CESA's Program Plan to an experienced third-party organization.

## **2. PURPOSE AND PRINCIPAL TERMS OF RFP**

The purpose of this Request for Proposals (the "**RFP**") is to invite qualified and experienced organizations ("**Proponents**", and each a "**Proponent**") to prepare and submit proposals ("**Proposals**", and each a "**Proposal**") to provide ongoing program management services including producer management, materials management, communications management, reporting, remitting and accounting services, and other services as set out in more detail in this RFP (collectively, the "**Services**"), in connection with the implementation of CESA's Program Plan.

This document identifies the requirements for responding to this RFP and criteria involved in responding to this RFP. To ensure consideration of any Proposal delivered in response to this RFP, it is recommended that all of the terms of this RFP, including the instructions presented in the Proposal Requirements section, be adhered to and that any Proposal should strictly conform to the requirements set out in this RFP. Any failure to adhere to the RFP requirements may, at the discretion of CESA, be cause for the disqualification of a Proposal.

**THIS RFP IS AN INVITATION FOR PROPOSALS AND IS NOT A TENDER CALL.**

This RFP is issued with the intent of promoting competitive bidding for the procurement of the Services. The issuance of this RFP shall not in any way limit or restrict the rights of CESA or create or imply any legal obligation or commitment on the part of CESA to enter into a contract or agreement of any kind with any Proponent with respect to all or any of the Services.

CESA reserves the right to enter into simultaneous discussions and/or negotiations with multiple Proponents. CESA will commit to the next stage of discussions with those Proponents selected, pursuant to the RFP process set out in this document and may enter into the final contract. The award of this procurement is dependent upon the signing of such a final contract, on terms acceptable to CESA.

By submitting a Proposal in response to this RFP, each Proponent agrees that any costs incurred by it, or any third party, in responding to this RFP, or in support of any activities undertaken by it or any third party, will be borne by such Proponent, and further that CESA will incur no obligation or liability whatsoever to anyone by reason of the issuance of this RFP or by the actions of anyone.

## **3. SCOPE OF THE SERVICES**

The successful Proponent will be responsible for providing all Services required to implement CESA's Program Plan.

The nature and extent of the Services are set out in detail in Schedule 1 to the Program Management Agreement which is attached to this RFP.

The nature of the relationship between CESA and the successful Proponent, and the manner in which the Services will be provided, together with the other obligations of the successful Proponent, are all set out in the Program Management Agreement which is attached as **Appendix A** to this RFP.

#### 4. PROCUREMENT TIMETABLE AND SUBMISSION DEADLINE

The estimated timeline for the RFP process, and corresponding milestone dates, is as follows; such timeline and dates may be amended or changed by CESA at any time and for any reason, at its discretion:

<u>Milestone</u>	<u>Date(s)</u>
RFP Issued	Monday, November 14, 2022
Proponent Q&A Session	Thursday, November 24, 2022
Submission Deadline	Friday, December 9, 2022
Evaluation of Proposals	December 12 - 23, 2022
Short-List Proposal Presentations	January 16 - 20, 2023
Anticipated Contract Award	January 27, 2023
Contract Commencement	January 1, 2024

To be considered, Proponents must submit their Proposal to the RFP Contact Person in conformity with the requirements set out in this RFP on or before **4:30 p.m. (EDT) on Friday, December 9, 2022** (the "**Submission Deadline**").

#### 5. PROPOSAL REQUIREMENTS

##### Proposal Requirements

All Proposals must:

- (a) be submitted in accordance with the requirements described in, and in the manner specified in, this RFP;
- (b) be submitted by e-mail only;
- (c) be either in Microsoft Word or Adobe PDF format;
- (d) be signed by an authorized signing officer of the Proponent;
- (e) include all supporting and reference documents; and
- (f) be submitted by the Submission Deadline.

Failure to comply with any of the terms and conditions specified in this RFP, including any of these Proposal Requirements, could result in the Proposal not being considered, at the sole discretion of CESA.

All Proponents will receive confirmation of receipt of their Proposal within 48 hours of submission.

All material supplied, including supporting material and information disclosed during the RFP process and ensuing negotiation and award processes will become the property of CESA and will be retained for

internal use only. Materials submitted by Proponents as part of their Proposal will not be returned by CESA.

### **Form and Content of Proposals**

All Proposals must be submitted in accordance with the Proposal format and content requirements described in **Appendix B** to this RFP and in the manner specified in **Appendix B** to this RFP.

By submitting a Proposal, the Proponent shall be deemed to have prepared the Proposal on the basis of the complete RFP package issued by CESA prior to the Submission Deadline. CESA accepts no responsibility for any Proponent delivering a Proposal without a complete RFP package. CESA shall not be responsible or liable for any loss or delay with respect to the delivery or receipt of any Proponents' Proposal. A Proponent may amend any aspect of its Proposal by delivering a written notice setting out the amendments being made to CESA prior to the Submission Deadline.

### **Contract Requirements**

Each Proponent should review the draft contract attached to this RFP as **Appendix A** (the "Draft Contract") for the purpose of identifying any issues or provisions that the Proponent would like to see clarified or amended.

It is the intention of CESA that the Draft Contract will not be substantially modified and will be executed by the preferred Proponent(s) without substantive amendment, except for changes, modifications and additions which CESA determines, at its sole discretion and in its best interest, clarify the terms of the Draft Contract or that are necessary to accurately reflect the intentions of the parties regarding the terms of the delivery of the Services.

Any amendments to the Draft Contracts that are proposed by a Proponent will be included in the evaluation of the merits and acceptability of that Proponent's Proposal

The term of the contract shall be three (3) years - from January 1, 2024 to December 31, 2026., with an option for an extension pending any changes to the existing schedule of services and an agreed upon pricing model for the extension.

## **6. INQUIRIES, COMMUNICATIONS AND RFP CLARIFICATION**

### **Inquires**

All inquiries regarding any aspect of this RFP including any requests for clarifications to the RFP must be made in writing and submitted to the RFP Contact Person by e-mail (each, an "Inquiry"), with the subject heading "CESA Program Management Services RFP".

Each Inquiry must be in writing. All Inquiries, and all responses to Inquiries, will be recorded by CESA. CESA is not required to provide a response to any Inquiry. Each Inquiry, and any response to such inquiry, will be made available to all Proponents by being posted on the CESA website, at [www.electrorecycle.ca](http://www.electrorecycle.ca).

Information offered from sources other than the RFP Contact Person with regard to this RFP is not official, may be inaccurate and should not be relied upon in any way, by any person, including the Proponent, or for any purpose.

Inquiries or requests for clarifications directed to CESA or any other party, other than the RFP Contact Person, may result in the disqualification of the Proponent from further consideration.

All Inquiries, including any requests for clarification made by a Proponent, must be received by the RFP Contract Person within seven (7) business days prior to the Submission Deadline. Any Inquiries received less than seven (7) business days prior to the Submission Deadline will not receive a response.

### **Q&A Session**

CESA will hold a Q&A session, for all Proponents by teleconference on Thursday November 24<sup>th</sup>, 1:00 EST, 10:00 PST, via Zoom. Link will be forwarded to interested participants. All Proponents are invited to attend and are encouraged to submit any questions to the RFP Contact Person in advance. Questions submitted at least twenty-four (24) hours in advance will be responded to on the conference call. Questions submitted after that time, or during the call itself may not be answered.

### **RFP Contact Person**

The RFP Contact Person is:

Name:	Mike Elliott
Email Address:	<a href="mailto:melliott@cesarecycling.ca">melliott@cesarecycling.ca</a>

CESA may change the RFP Contact Person at any time by written addendum to this RFP setting out the name and email address of the new RFP Contact Person delivered to the Proponent(s).

CESA does not assume any risk or responsibility or liability whatsoever to any Proponent for ensuring that any electronic system being operated for CESA is in good working order, able to receive transmissions or not engage in receiving other transmissions such that a Proponent's transmission cannot be received, or if a permitted e-mail or other electronic communication or delivery is not received by CESA or received in less than its entirety, within any time limit specified by this RFP. All permitted electronic communications with, or delivery of documents by e-mail or other electronic means to, the RFP Contact Person will be deemed as having been received by the RFP Contact Person on the dates and time indicated on the RFP Contact Person's electronic equipment.

## **7. RFP DISCREPANCIES, OMISSIONS OR CONFLICTS**

The Proponent shall notify CESA in writing, by email delivered to the RFP Contact Person, of any apparent errors, omissions, deficiencies or inconsistencies in this RFP (including the proposed scope of Services) that could have a material effect on the Proponent's ability to deliver the required Services. In the event the Proponent identifies any such error, discrepancy or deviation and CESA determines in its sole and absolute discretion that a clarification to the RFP is required, CESA shall issue an addendum to this RFP.

## 8. EVALUATION AND SELECTION PROCESS

It is currently CESA's intention to award all of the producer management, materials management and communication management Services to one Proponent. However, there is a possibility that CESA may choose to award only certain components of this work to a single Proponent depending on the nature of the responses to the RFP. Proponents are therefore required to structure their Proposals, and in particular their pricing proposals, in a manner that addresses each of these Services separately.

### Evaluation Criteria

Subject to the terms of this RFP, each Proposal that satisfies the requirements of this RFP and the Draft Contract will be evaluated by CESA, in its sole, absolute and unfettered discretion, taking into account CESA's best interests.

The following criteria will be considered in the evaluation of all proposals:

- (a) Proposed methods of delivery of the program elements, including how customer service will be maintained and enhanced;
- (b) How the bidder will coordinate the various Service Providers into an integrated program in a cost efficient and effective manner;
- (c) What methods will be used for quality assurance throughout the program implementation and delivery lifecycle;
- (d) What key risks (to CESA, its members and other stakeholders) the Proponent anticipates through the life of the contract, and how those risks will be mitigated by the Proponent;
- (e) How decisions will be made and how the Proponent's staff and work will be governed;
- (f) How performance will be measured, communicated and supported when performance measures are met or exceeded, and rectified if underperformance is discovered;
- (g) Knowledge of product stewardship issues and program operations;
- (h) Knowledge and understanding of CESA's Program Plan;
- (i) Experience in developing, implementing and managing a diverse stewardship program as an integrated whole;
- (j) Knowledge and expertise in interpreting and applying legislation, regulations and industry standards pertinent to the implementation of CESA's Program Plan;
- (k) Demonstrated ability to report to a Board of Directors and work well with government and stakeholders;

- (l) Depth and breadth of experience and skills of the bidder and particularly that of the individuals proposed to participate in this work, in completing similar engagements;
- (m) Pricing, including:
  - (i) a detailed pricing structure;
  - (ii) how pricing would be managed if only part of this contract were awarded; and
  - (iii) additional cost savings potentially available to CESA through the adoption of alternate program plan arrangements.

CESA reserves the right to interview some or all of the Proponents in order to make a final decision on award of the contract.

### **Proposal Evaluation**

CESA will evaluate Proposals with respect to the RFP requirements. To assist in evaluation of the Proposals, CESA may, in its sole and absolute discretion, but is not required to:

- (a) conduct reference checks relevant to the experience of the Proponent, relevant to the CESA Program and the Services with any or all of the references cited in a Proposal to verify any or all information regarding a Proponent, inclusive of its directors/officers and key personnel, and to obtain and review any background information that it considers necessary in the course of the RFP process, and may rely on and consider any information obtained from such references in the evaluation of Proposals;
- (b) seek clarification of a Proposal with supplementary information from any one or more Proponents and consider such clarifications and supplementary information in the evaluation of Proposals; and
- (c) request interviews or presentations, in such format as CESA determines, with any or all of the Proponents to clarify any questions, information or considerations based on the information included in Proposals during the evaluation process, with such interviews or presentations conducted at the discretion of CESA, including the time, location, length, agenda for such interviews or presentations, and CESA may in its sole and absolute discretion rely on and consider any information received as a result of such inquiries, reference checks, background investigations, request for clarification or supplementary information and interviews/presentations in the evaluation of Proposals.

## **9. BID AWARD**

CESA intends to award the contract to the Proponent or Proponents whose proposals are most acceptable to CESA in its sole discretion. However, CESA also reserves the right to not proceed with the

contract at all and to reject any and all Proposals in accordance with the terms and conditions of this RFP.

Award of a contract may be made to as many Proponents as CESA considers necessary to fulfill the anticipated requirements of CESA.

If CESA selects a preferred Proponent(s), CESA will invite the preferred Proponent(s) to enter into discussions on possible terms of a contract based on the preferred Proponent's Proposal, including any clarifications or amendments that the preferred Proponent may have provided during the evaluation by CESA of the Proposal(s).

If for any reason CESA determines that it is unlikely to reach a final agreement with a preferred Proponent(s), then CESA may terminate the discussions with such preferred Proponent(s) without any compensation being payable to the preferred Proponent(s), and proceed in any manner that CESA may, in its sole and absolute discretion, decide, including:

- (a) terminating the RFP process entirely and proceeding with some or all of the Services in some other manner, including using other contractors or suppliers other than the Proponents participating in this RFP; or
- (b) inviting one or more of the other Proponent(s) to enter into discussions with CESA in order to reach a final agreement for completing the Services.

Should the Proponent(s) and CESA move on to the next stage of contract discussions, any final contract will be subject to and conditional upon CESA securing the approval for the final contract from its board of directors, as well as securing such permits, licenses, authorizations and other appraisals that CESA determines ought to be secured.

This RFP is not a contract between CESA and any Proponent nor is this RFP an offer or an agreement to purchase work, goods or services. No contract of any kind for work, goods or services whatsoever is formed under, or arising from this RFP, or as the result of, or in connection with, the submission of a Proposal, unless CESA and the Proponent execute and deliver a contract for the Services, and then only to the extent expressly set out in such contract.

## **10. CONDITIONS OF RFP RESPONSE**

- (a) CESA is not bound to accept any Proposal and may proceed as it determines in its sole and absolute discretion, following receipt of Proposals. THIS RFP DOCUMENT IS NOT INTENDED TO BE A CALL FOR TENDERS. In addition, CESA reserves the right, in its sole discretion, to:
  - (i) amend the scope of the Services and/or the CESA Program, modify, cancel and/or suspend the RFP process, and/or modify or amend the Draft Contract, at any time and for any reason;
  - (ii) accept or reject any Proposal based on CESA's own evaluation of the Proposal that is best for CESA, and, in particular, CESA is not obliged to select the Proposal with the lowest price;

- (iii) waive a defect, omission or irregularity in a Proposal and accept that Proposal;
  - (iv) reject, disqualify or not accept any or all Proposals without any obligation, compensation or reimbursement to any Proponent;
  - (v) re-advertise for new Proposals, call for tenders, or enter into negotiations for work or services of a similar nature in respect of the CESA Program;
  - (vi) make any changes to the terms of the business opportunity described in this RFP;
  - (vii) negotiate any aspects of a Proponent's Proposal;
  - (viii) award the contract as a whole to one service provider or in individual parts to various service providers, or contract with more than one service provider to supply the same service in the same or different geographic areas;
  - (ix) contract with service providers who do not submit proposals in response to this RFP; and
  - (x) extend, from time to time, any date, time period or deadline provided in this RFP, upon written notice to all Proponents.
- (b) Any Proposal, once submitted, may be accepted by CESA, in whole or in part, for a period of 90 days from the Submission Deadline and is irrevocable by the Proponent during that period.
- (c) CESA reserves the right, in its sole discretion, to disqualify any Proposal(s) that are not submitted in strict compliance with the requirements of the RFP documents.
- (d) Each Proponent shall be responsible for obtaining its own independent financial, tax, legal, accounting, engineering and technical advice with respect to this RFP and preparation of its Proposal, and any attachments or materials incorporated therein.
- (e) CESA will not be responsible for any claim, action, loss, damage, or liability arising from the Proponent's reliance on or use of this RFP or any other technical appendices, data, materials, photographs, or documents provided by CESA in conjunction with the RFP or with respect to the Proponent's participation in this RFP process.
- (f) Each Proponent is solely responsible for all costs it incurs in the preparation of its Proposal, including all costs of providing information requested by CESA, attending meetings and conducting due diligence. No Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

## **Confidentiality**

All information pertaining to the CESA Program received by any Proponent through participation in this RFP is confidential and proprietary information of CESA and may not be disclosed without the prior written authorization received from the RFP Contact Person. In no event will a Proponent discuss the CESA Program or this RFP, including the RFP process set out in this RFP document, with any member of the public or the media without the prior written approval of CESA, made through the RFP Contact Person. The Proponent shall not disclose any confidential information to any third party except as required for the purpose of compiling and submitting a Proposal in response to this RFP, and shall take all reasonable precautions to safeguard any documents which may be provided to the Proponent in relation to this RFP. Proponents deciding not to submit a Proposal in response to this RFP or Proponents that have been notified that they have not been selected to proceed further in evaluation, negotiation or other RFP processes by CESA are required to immediately destroy all RFP documentation and all additional documents which may have been provided by CESA to the Proponent in relation to the RFP.

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## SCHEDULE 1 TO THE CESA RFP

### SCHEDULE OF SERVICES

The following services set forth in this *Schedule 1* are expected for execution throughout the duration of the Term (collectively, the “**Services**”), on and subject to the following terms and conditions. Capitalized terms used but not defined herein have the meanings assigned to them in the Agreement.

#### 1. **Producer Management**

##### 1.1 **Member Recruitment**

- (a) Maintain an accurate and current list of Producers who have Program Products obligated under the Regulation and may or may not need to be recruited. Provide the list quarterly to CESA, which shall include key contact information (name, title, email, phone).
- (b) The Program Manager will be responsible for member recruitment including gathering contact information of potentially obligated Producers often times coming out of the audit results. The Program Manager will provide a quarterly progress status update to the Director, Programs.
- (c) The Program Manager will administer the back-fee policy, as applicable, once CESA Members are recruited and back-reports submitted.

##### 1.2 **CESA Membership Agreement Management**

- (a) Ensure that Producers who wish to appoint CESA as their stewardship agency execute the CESA Membership Agreement and facilitate the on boarding of new members.
- (b) Report quarterly to CESA any members that are not in compliance with the reporting, remitting and auditing components of the CESA Membership Agreement.

##### 1.3 **Sales Data Collection and Management**

- (a) Maintain CESA's historical and current sales data reporting for Producers to support the collection of Producer Fees.
- (b) Maintain the current database to retain Producer sales and Producer Fees reports for future reference, verification, and audit, and provide real-time access to such data to CESA.
- (c) Manage procedures to ensure confidential Producer sales data and Producer Fees data are not disclosed to the public, government, or other Producers.
- (d) Conduct ongoing reviews/analysis of Producer sales and Producer Fees reports to identify potential under and/or over-reporting and submit a report quarterly to CESA for review.
- (e) Manage the delinquent reporting policy and apply it when necessary to CESA Members failing to report and/or remit in a manner consistent with the CESA Membership Agreement.
- (f) Program Manager will execute all elements of the delinquent reporting policy on behalf of CESA until such time as a recommendation for termination is put forward. A report

of all delinquency will be provided and updated quarterly and provided to CESA.

**1.4 Producer Fee System Administration**

- (a) Subject to fee setting changes under CESA's direction, update the Producer Fees schedule to cover all products included under the CESA Program.
- (b) Select, provide, and maintain an accounts receivable and invoicing system for Producer Fees. CESA personnel (as approved) should have read-only access to this system.
- (c) Manage the process to respond to Producer inquiries related to fees and resolve issues and/or disputes related to Producer Fees in accordance with the CESA members' dispute resolution process. Inquiries can be escalated to Director, Programs if required. There is an existing 1-877 contact number and a member services email which will require monitoring and resolution. A summary of calls/emails is to be provided quarterly.

**1.5 Producer Audit System**

- (a) Maintain an audit and verification program to obtain assurance regarding the completeness, timeliness and accuracy of Producer Sales and Producer Fees reports, such program to be approved by CESA prior to implementation or amendment.
- (b) Maintain a 3–5-year audit cycle for approximately 30 high volume and/or high risk CESA Members, subject to approval thereof by CESA.
- (c) Maintain corrective action plans with CESA Members and report the key findings to CESA on a quarterly basis. For each audited member, a summary of past and current findings, corrective actions should be provided quarterly.
- (d) Program Manager shall prepare an annual summary of audited CESA Members and make recommendations for CESA Program improvements – to reduce costs, reduce impacts to members or improve communication around results. This report should be prepared in conjunction with the November 1 plan for subsequent years' audits/costs.

**1.6 Program Management Support to CESA**

- (a) Preparation of monthly committee meeting materials (presentations with appropriate data and visuals) and quarterly board meeting materials. Materials are to be provided 2 weeks in advance. Finance committee presentations will be made by Program Manager. In all other cases, the presentations will be made by CESA, with support (and potentially attendance) by Program Manager.
- (b) Support for the preparation of all annual general meeting materials, including for the Annual Report to CESA Members and Director, board reports and financials.
- (c) Participate in CESA Board meetings, if requested by the CESA Board or senior management of CESA.
- (d) Support and/or prepare, as applicable, monthly reports and dashboards one week prior to CESA Board committee meetings. Subject to re-scheduling, at CESA's sole discretion, meetings shall occur as follows:

Communications (6 X / year)	Finance (monthly)	Operations (quarterly)	Producer Relations (quarterly)
3 <sup>rd</sup> Tuesday	3 <sup>rd</sup> Thursday	1 <sup>st</sup> Wednesday	Chair's schedule
Jan/Mar/May/ Aug/Oct/Nov	All	Mar/Jun/Sep/Dec	Feb/May/Aug/Nov

Nominations, Innovations, Human Resources, Compliance and Government Relations Committees do not require the support of the Program Manager. However, deliverables that may result from these committees may be assigned to one of comms, finance, operations or producer relations. Other committees may be initiated, and determination of Program Manager support will be discussed at that time.

In the event that meetings are rescheduled, the Service Provider shall use its best efforts to provide the applicable material in accordance with sections 1.6 (a), 1.6 (b) and 1.6 (d) which material may, in such circumstances, include estimated or modified data.

- (e) At the direction of CESA, conduct follow-up research, analysis, or other managerial activities required to give effect to decisions taken by the CESA Board which involve activities or actions not already provided for in this Schedule of Services. In the event that such activities will result in additional costs or expenses, Program Manager shall notify CESA of such additional costs or expenses, and the parties shall mutually agree on the deliverables for such activities and the additional fees, if any, to be paid therefor, before Program Manager is required to conduct such follow-up research, analysis, or other managerial activities.

## 2. **Materials Management**

### 2.1 **Collection Site Network Management**

- (a) In partnership with CESA's Operations Lead, review Collection Site billing practices and arrange for payments in a timely manner.

### 2.2 **Service Provider Contract Management**

- (a) Manage the existing accounts payable system for Service Provider invoices including the provision and maintenance of required systems or technologies.
- (b) Support CESA with
  - i. data compilation and summarization for analysis and reporting through CESA's third party platform (Diversys), as required
  - ii. vendor evaluations and analysis
  - iii. data validation, and
  - iv. ensure accurate and timely mapping from Diversys to Program Manager's platforms for finance and CRM
  - v. future enhancements to Diversys or Program Manager's platforms will be at each individual "owners" costs.

### 2.3 **Material Tracking & Audit**

- (a) Administer a material tracking process via Diversys to track all Program Products from Collection Sites through Processors:
  - i. Program Manager must verify the data provided by the consolidation sites of the weights of each individual pallet collected from the depots
  - ii. Following shipment from consolidation sites to Processors, Program Manager shall verify that Processors have re-weighed the quantities of Program Products collected and shipped by Collector Site operators, by individual pallet
- (b) Program Manager shall confirm Processors report on quantities received, stored, and processed including reports on the end markets to which the various component materials are sold.
- (c) Ensure the split of materials between CESA, Electric Outdoor Power Equipment and the Light Fixtures programs are accurately captured on sampling reports from the Processors; and ensure that split is then accurately reflected in the financials for reimbursements.
- (d) Maintain and operate a process and systems required for data reconciliation, including processor sampling, non-program tracking, collection supply management, material manage and ensure submission of monthly reports from Processors by the 10th of the following month.
- (e) Provide a monthly summary report of all data reconciliations, identified inconsistencies, corrective actions (short and long term), and potential impacts to the CESA Operations Manager.

**2.4 Financial Matters**

- (a) Assist with financial auditors to ensure that projects supporting audits are undertaken in a timely matter, that results are verified, and that due diligence is met prior to submission deadlines.
- (b) Take action on delinquent accounts in accordance with CESA’s Delinquent Accounts Policy. Administrative Penalties will be assigned to members, as prescribed in the CESA Delinquent Accounts Policy, unless otherwise directed by CESA.
- (c) Prepare all financial information, data and reports required under the terms of the Agreement, including the schedules thereto and, for certainty, including the financial data required in this Section 2.7, based on a “Reporting Period”. Note that prior months’ figures will be revised as CESA Members submit prior period reports/expenses.
- (d) Capture the split of product between CESA, Outdoor Power Equipment and Light Fixtures and apply the applicable reimbursements as per the Memorandums of Understanding.
- (e) Prepare and deliver to CESA an annual forecast and budget for the CESA Program based on the following timeline:
  - i. provide forecast to CESA by middle of September based on July YTD numbers
  - ii. provide budget with August YTD numbers, which is based on the forecast
  - iii. key staff will be available to support budget discussions at Finance Committee meetings
- (f) Prepare monthly financial documentation setting out:
  - i. trends and observations concerning revenue and expense variance in the budget;
  - ii. revenues and expenses, in accordance with the following table:

<b>REVENUES</b>	
<b>End of Current Month</b>	Zero dollars in revenue reported.
<b>Following Month End</b>	70% of monthly members reported. Quarterly reporters vary.
<b>2 months Following Month End</b>	85% of monthly members reported. Quarterly reporters vary.
<b>After 3 months Following Month End</b>	90% of monthly members reported. Take action with delinquent members per CESA’s Delinquent Accounts Policy.
<b>PAYABLES</b>	
<b>End of Current Month</b>	1% of the monthly expenses received and posted.
<b>Following Month End</b>	84% of the monthly expenses received and posted.
<b>2 months Following Month End</b>	94% of the monthly expenses received and posted.
<b>After 3 months Following Month End</b>	99% of the monthly expenses received and posted. Continue to contact delinquent vendors.

iii. monthly financial statements in accordance with the following table:

<b>FINANCIAL STATEMENTS</b>			
<b>End of Current Month</b>	Not relevant as zero revenues reported.		
<b>Following Month End</b>	Higher degree of accuracy is available by end of month.		
<b>2 months Following Month End</b>	Reasonable assurance on revenues and payables based on 85% of revenues collected and 94% of payables reported.		
<b>After 3 months Following Month End</b>	Variances between Revenue and Payables will not be significant.		
<b>DELIVERABLES TO CESA</b>			
	<b>Deadline</b>	<b>Deliverable</b>	<b>Details</b>
<b>Financial Statements</b>	End of day 2 <sup>nd</sup> Thursday of each month	2 months' prior Financial Statements (i.e. April meeting – deliver February Financial Statements)	Revenues and Payables within financial statements as described above, noting that statements are to be delivered in advance of the 2 <sup>nd</sup> following month end

(g) Prepare financial outlook setting out:

- i. a quarterly trends and observations report concerning revenue and expense variance in the budget over the previous quarter and comparatively to same quarter in previous year.
- ii. other reports as may be deemed relevant or innovative for CESA's financial review.

### 3. **Communications Management**

#### 3.1 **Public Communication Program**

The Program Manager will be expected to employ a full-time Events and Communications Lead (currently in place) and support the Program Director and Events and Communications Lead on the fulfillment of those tasks. In addition, Program Manager will:

- (a) Prepare an annual communications and promotions strategy in partnership with CESA staff, including Program Director and Events Lead.
- (b) Make recommendations for a detailed plan of action items and deliverables to ensure the above strategy is executed with a goal of CESA's awareness not falling below 79%.
- (c) Prepare a draft communications plan and a final communications budget to CESA for review and approval by the communications committee at the scheduled Oct/Nov meeting. The budget, if approved, will be considered final for the subsequent year. The draft Communications Plan may be subject to change pending review of relevant fourth quarter data that becomes available after November of each year.
- (d) Support the implementation of the Communications Plan approved by CESA and using appropriate communication vehicles.
- (e) In partnership with CESA, maintain and update the CESA website, and report on platform metrics. Any changes to website coding, structure or design will be executed by CESA's dedicated third-party web team.
- (f) Supply website metrics to CESA through the communications committee updates.
- (g) Working with the Events and Communications Lead, prepare an analysis of communication efforts and relative cost and efficacy for replication in subsequent quarters/years (year-end review and KPIs).
- (h) Manage media inquiries, received directly or as may be requested from CESA from time to time.
- (i) Prepare written communication materials including articles, press releases, reports, advertisements, web copy, blog posts and so forth as requested by CESA.
- (j) Oversee the production of, and in some cases design, advertising materials including video, radio scripts, print ads, digital ads, etc.
- (k) Book all media on behalf of CESA, including negotiating with and managing vendors, managing budgets and invoices, and obtaining results.

#### 3.2 **Program Performance Reporting**

- (a) Assist in the preparation of, two (2) annual reports on the performance of the CESA Program in accordance with the Regulation. The first annual report shall be prepared for Directors and the Ministry of the Environment, shall be filed and made available on the CESA Website and shall meet all regulatory requirements; the second annual report shall be prepared for CESA Members and shall be posted on the CESA Website 21 days in advance of the AGM.

**4. Information Technology, Accounting and Database Systems**

Program Manager agrees to:

- (a) Provide and maintain all current information management, accounting and support CESA's operations database management systems and software needed to carry out the Services.
- (b) Ensure that all systems referenced in section 4.1, where applicable to Producers, shall have the capacity for web-based interfaces for Producers to submit to CESA any required sales reports, and provide the banking information required for Producers to make payments to CESA by electronic funds transfer. The system must be capable of expansion to more than one province with ease.
- (c) Provide other financial reports, including financial statements and accounting records for the CESA Program as may be reasonably requested by CESA and as mutually agreed upon by CESA and Program Manager from time to time.
- (d) Assist CESA to develop and administer budgetary items in addition to standard annual OpEx (for example, consumer awareness, GHG, etc.), subject to timelines agreed to in advance by CESA and Program Manager and, in all cases, subject to CESA's approval.

## SCHEDULE 2 TO THE CESA RFP

### **SCHEDULE OF FEES AND PAYMENTS**

Capitalized terms used but not defined herein have the meanings assigned to them in the Agreement.

#### **1. Program Manager Fees**

CESA agrees to pay Program Manager the contracted annual fees as full compensation for the performance of the Services and Deliverables and all of Program Manager's obligations under the Agreement:

	<b>2024</b>	<b>2025</b>	<b>2026</b>
Producer Management Services	\$	\$	\$
Material Management Services	\$	\$	\$
Communications Management Services*	\$	\$	\$
<b>TOTAL</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

*\*CESA reserves the right to revise the communications management services fees on an annual basis, at its sole discretion, based on CESA's Finance and Communication Committees' approval of the annual communications plan. Management costs only reflects Program Manager staff costs and excludes all hard costs and plan deliverable costs.*

The annual Program Manager Fees shall be paid in twelve (12) equal monthly installments, in accordance with section 3 of this Schedule 2.

Applicable sales taxes shall be in addition to the above amounts and shall be payable by CESA to Program Manager.

#### **2. Additional Program Costs**

Additional Program costs ("Additional Program Costs") shall mean the following:

- (a) the cost of managing the collection, transportation and recycling of additional products that are not Program Products;
- (b) the Event and Communications Lead position;
- (c) ambassador programs, and any other additional administrative expenses;
- (d) any IT and software modifications and upgrades for the sole purpose of CESA's needs;
- (e) any other requests for services not otherwise specified in this Agreement.

All additional costs shall be agreed upon in advance by Program Manager and CESA in writing from time to time.

**3. Timing and Method of Payments**

CESA agrees to review monthly invoicing from Program Manager and approve payment upon acceptance of invoices and all supporting documentation within ten (10) days of receipt of the payables summary as forwarded to CESA for authorization.

Program Manager shall provide CESA with all information necessary to inform CESA about, and permit CESA to verify, invoices for payment in a single electronic file. Program Manager shall determine a method for providing such single electronic file, which may include by email or file sharing service.

**4. Reimbursement of Additional Program Costs**

Each month, or at such other time as mutually agreed by the Parties, Program Manager shall submit for payment to CESA an invoice for the applicable Program Manager Fees and also an invoice or invoices to recover payments made by Program Manager for Additional Program Costs, accompanied by supporting documentation to CESA, and CESA shall pay Program Manager the undisputed amount of the invoice within fifteen (15) days of receipt of the invoice.

CESA shall be responsible for paying directly any third party services beyond operational expenses, including memberships, auditors or other costs. CESA shall not reimburse Program Manager for such expenses.

Following a review of the relevant monthly invoices, CESA may, from time-to-time and in its sole discretion, remit any amounts owing to a third party Service Provider, including Additional Program Costs, directly to such third party Service Provider. In the event that CESA elects to remit any payments directly to a third party Service Provider, it shall notify Program Manager of its decision prior to remitting any such payment.

**Appendix A**  
to the CESA RFP

**PROGRAM MANAGEMENT AGREEMENT**  
**[British Columbia Small Household Appliances Recycling Program]**

This Agreement (the “**Agreement**”), is dated and effective as of the 1<sup>st</sup> day of January 2024 (the “**Effective Date**”)

**Between:**

**CANADIAN ELECTRICAL STEWARDSHIP ASSOCIATION (“CESA”)**  
a federal not-for-profit corporation, having an office at:  
95 Mural Street, Suite 600, Richmond Hill, On L4B 3B2

**And:**

**<\* ABC COMPANY \*> (“Program Manager”)**  
a <\*jurisdiction\*> corporation, having an office at:  
<\* Street \*>, <\* Town \*>, <\* Province \*>, <\* Postal \*>

**WHEREAS:**

- (i) British Columbia has established the Regulation, pursuant to which certain industries have been mandated to develop and manage a stewardship plan for Program Products.
- (ii) CESA has developed the Program Plan, which has been approved by the Director, and has been appointed as an agent by CESA Members to operate the Program Plan in British Columbia for and on behalf of CESA Members.
- (iii) Program Manager is engaged in the business of managing the implementation and operation of stewardship plans and wishes to assist CESA in operating the Program Plan in the manner and to the extent set out in this Agreement.

In consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged by each party hereto, the parties agree as follows:

**1. Definitions and Interpretation**

1.1 Definitions – In addition to any terms or phrases defined elsewhere in this Agreement, for the purposes of this Agreement capitalized terms used in this Agreement shall have the respective meanings attributed to them as follows:

“Additional Program Costs” has the meaning set forth in Schedule 2.

“Applicable Laws” means all laws, regulations, rules, orders and ordinances (including all codes, guidelines, policies, directions and standards) of any federal, provincial, municipal or other governmental authority which are legally mandatory in nature;

“Bin/Container System” means the vessels into which Program Products will be placed at Collection Sites and in which they will be transported from Collection Sites to Processors;

“Business Day” means any working day, Monday to Friday inclusive, but excluding statutory and other holidays, namely: New Year’s Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which CESA has elected to be closed for business;

“CESA Member” means a Person who has entered into a CESA Membership Agreement;

“CESA Membership Agreement” means an agreement between CESA and a Producer of Program Products wherein, among other things, the Producer has appointed CESA as its agent for the purposes of fulfilling the Producers’ obligations under the Regulation;

“CESA Performance Standards” means the standards of service and performance to be established by CESA that will be applied to Service Providers;

“CESA Program” means the product stewardship program for the collection and management of Program Products developed and operated by CESA, as described in the Program Plan and on the CESA Web-Site, as the same may be modified, amended, updated or replaced from time to time.

“CESA Web-Site” means ‘www.cesarecycling.ca’, or such other web-site as CESA may from time to time establish and maintain for the fulfillment of its objects and purposes.

“Collection Site” means a facility/location approved by CESA for receiving Program Products from the public;

“Collection Site Operator” means an and has entered into an agreement with Program Manager in respect thereof;

“Collector” means any Person that is an operator of a Collection Site and may be a municipality, a commercial business including a recycling depot or any other party that CESA approves as a Collection Site for Program Products, and that has entered into a Return Collection and Consolidation Services Agreement with Program Manager in respect of the Program Plan;

“Commencement Date” means January 1, 2024;

“Confidential Information” means all information, know-how, trade secrets, ideas, technology or data concerning or related to products (including hardware and/or software products) (including the discovery, invention, research, improvement, development, manufacture, marketing, or sale of products), processes, or general business operations (including sales, costs, profits, pricing, methods, organization, employee lists and processes) which, if not otherwise described above, is

of such a nature that a reasonable person would believe it to be confidential or proprietary. For certainty, Confidential Information shall:

- (a) include: (i) all new information derived at any time from any such information whether created by CESA, Program Manager or any third-party; (ii) all information (including Personal Information) that CESA or Program Manager is obliged, or has the discretion, not to disclose under any CESA Membership Agreement, provincial or federal legislation or otherwise at law; but
- (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of either party of any duty of confidentiality owed between the parties or to any third-party; (ii) a party can demonstrate to have been rightfully obtained by such party, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to such party free of any obligation of confidence; (iii) a party can demonstrate to have been rightfully known to or in the possession of such party at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by a party; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under this Agreement or at law;

“Conflict of Interest” means any situation or circumstance where in relation to the performance of its obligations in this Agreement, Program Manager’s other commitments, relationships or financial interests (i) could reasonably be expected to cause Program Manager to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment in a material respect; or (ii) could reasonably be expected to compromise, impair or be incompatible with the effective performance of Program Manager’s contractual obligations in a material way;

“Director” means the director responsible for approving the CESA Program or other stewardship plans as defined in the Regulation;

“Environment” means the environment, including the natural environment, as defined in any Environmental Law, and includes soil, air, surface water, ground water, land surface, subsurface strata, any sewer system and the environment in the workplace;

“Environmental Law” means any Applicable Laws relating to the Environment or occupational health and safety including those pertaining to (a) reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any presence or Release, or the threat of the same, of Hazardous Substances, and (b) the generation, manufacture, processing, distribution, use, re-use, treatment, storage, disposal, transport, labelling, handling and the like of Hazardous Substances;

“Event of Insolvency” means (i) if a party (in this definition, the “**Insolvent Party**”) (a) makes an assignment for the benefit of its creditors; (b) consents to the appointment of a receiver for all or substantially all of its property; (c) files a petition in bankruptcy or for a reorganization under the appropriate bankruptcy or insolvency legislation; or (d) is adjudicated bankrupt or insolvent; or (ii) (a) if a court order is entered, without the consent of the Insolvent Party, appointing a receiver or

trustee for all or substantially all of such party's property; or (b) the approval of a petition or for a reorganization pursuant to the appropriate bankruptcy or insolvency legislation or for any other judicial modification or alteration of the rights of creditors of the Insolvent Party;

"Expiration Date" means [December 31, 2026](#);

"Hazardous Substance" means any solid, liquid, gas, odour, heat, sound, vibration, radiation or combination of them that may impair the Environment, injure or damage property or plant or animal life or harm or impair the health or safety of any individual;

"Losses" means any costs, claims, demands, expenses, actions, causes of action, proceedings, charges, fines, penalties, losses, and any and all liabilities;

"Person" includes any individual, firm, partnership, joint venture, unincorporated association, trust, corporation, government or public institution, or any combination thereof;

"Personal Information" means recorded information about an identifiable individual or that may identify an individual;

"PIPA" means the Personal Information Protection Act SBC 2003 c.63, as amended;

"Processor" means any Person that has been approved by CESA to receive and process for recycling Program Products collected at CESA approved Collection Sites and that has entered into an agreement with Program Manager in respect thereof;

"Producer" has the meaning set forth in section 1 of Part 1 of the Regulation;

"Producer Fees" means the fees established by CESA that are charged to its members to pay for the operation of the CESA Program;

"Program Manager Fees" means the rates and charges set out in section 1 of [Schedule 2](#), in Canadian funds, to be charged to, and paid by, CESA for the applicable Services representing, except as expressly set forth in this Agreement, the full amount chargeable by Program Manager, or payable by CESA, for the provision of the Services;

"Program Plan" means the product stewardship plan developed by CESA, as set out on the CESA Web-Site, which sets out how the CESA Program will be operated, and which has been filed with and approved by the Regulator, as the same may be modified, amended, updated or replaced from time to time;

"Program Products" means those products within the product categories provided for in the Regulation that are set out on the CESA Web-Site, as the same may be modified, amended, updated or replaced from time to time;

"Program Records" means all Data, including any Personal Information, and Intellectual Property:

- (a) provided by CESA or by a CESA Member to Program Manager, or provided by Program Manager to CESA, for the purposes of this Agreement; or

- (b) created by or used by Program Manager, or any third party under contract with or providing Services to Program Manager in the fulfillment or performance of any of its obligations as set out in this Agreement, and shall include any Data or Intellectual Property specifically described in Schedule 1;

together with any and all proprietary rights in such Data or Intellectual Property provided under (i) patent law, (ii) copyright law, including moral rights, (iii) trademark law, (iv) design patent or industrial design law, (v) trade secret law; or (vi) any other statutory provision or common law principle which may provide a right in either (a) Intellectual Property, or (b) the expression or use of Intellectual Property.

For these purposes,

“Data” means all information, facts, data, reports and statements created, collected, recorded, analyzed, characterized, categorized, processed, generated and/or stored by Program Manager or any third party under contract with or providing services to Program Manager to the extent that it relates to the Services or the provision of the Services; and

“Intellectual Property” means any property, tangible or intangible, that may be subject to intellectual property rights, including ideas, formulas, algorithms, concepts, techniques, processes, proceedings, approaches, methodologies, systems, specifications, requirements, programs, technologies, software, tools and product knowledge.

“Recycling Standard” means the compendium of standards, rules, technical specifications and requirements, policies and procedures established by Electronics Product Stewardship Canada (or any successor or replacement thereof) for the Recycler Qualification Program for End-Of-Life Electronics Recycling, as the same may be modified, amended, updated or replaced from time to time;

“Regulation” means B.C. Regulation 449/2004, as amended, enacted under the Environmental Management Act of British Columbia, being the extended producer responsibility regulations established by the Province of British Columbia in connection with the establishment and implementation of environmental stewardship programs, as the same may be modified, amended, updated or replaced from time to time;

“Release” means any release or discharge of any Hazardous Substance, including any burial, incineration, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leaching, migration, dispersal, dispensing or disposal;

“Return Collection and Consolidation Services Agreement” means an agreement between Program Manager and a Collector to provide collection services in respect of the Program Plan;

“Service Provider” means a Collector, a Transporter, a Processor or any other Person providing services to or in respect of the CESA Program with the prior approval of CESA;

“Services” means the services set out in Schedule 1.

“Term” means the period of time from the Effective Date up to and including the earlier of:

- (a) the Expiration Date; or
- (b) the date of termination of this Agreement in accordance with its terms, subject to an extension as a result of any Transition Period.

“Transition Period” has the meaning ascribed thereto in Section 7.4; and

“Transporter” means any Person that has business approved by CESA to transport Program Products collected and to be recycled under the CESA Program and that has entered into an agreement with Program Manager in respect thereof.

1.2 Rules of Interpretation – In this Agreement the following rules shall apply to the interpretation thereof: words denoting the singular include the plural and vice versa and words denoting any gender include all genders; the words “include”, “includes” and “including” and other similar words and expressions shall in all cases be deemed to be followed by the words “without limitation”; any reference to a statute shall mean the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be modified, amended, updated, re-enacted, consolidated and/or replaced, from time to time, and any successor statute thereto, unless otherwise expressly provided; when calculating the period of time within which or following which any act is to be done or step taken, the date which is the reference day in calculating such period shall be excluded; unless otherwise specifically noted herein, all dollar amounts are expressed in Canadian currency; the division of this Agreement into separate Articles, Sections, subsections and Schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement; and except as otherwise specifically defined or provided for in this Agreement, words or abbreviations which have well known or trade meanings are used in accordance with their recognized meanings.

1.3 Schedules – The following Schedules are incorporated by reference into this Agreement and bind the parties as if set out herein:

Schedule 1      Schedule of Services

Schedule 2      Schedule of Fees and Payments

## **2. Appointment of Program Manager as Program Manager of the Program Plan**

2.1 Appointment of Program Manager – CESA hereby appoints Program Manager during the Term as its program manager in the Province of British Columbia to manage the operation of the CESA Program and to implement the Program Plan subject to the oversight and direction of CESA and on the terms and conditions provided in this Agreement.

2.2 Acceptance of Appointment – Program Manager hereby accepts its appointment in accordance with the terms of this Agreement and agrees to provide the Services as outlined in Schedule 1.

### **3. Performance by Program Manager**

3.1 Responsibilities – Program Manager’s primary responsibilities in managing the operation of the CESA Plan and implementing the Program Plan shall include: (a) providing for the collection, consolidation, transportation and processing of the Program Products pursuant to and in accordance with the Program Plan; and (b) entering into agreements with Service Providers to collect, consolidate, transport and process the Program Products, and monitoring the performance of the Service Providers thereunder.

3.2 Limitation – Notwithstanding the foregoing, in no event shall Program Manager enter into any agreement with any third party in respect of the CESA Program or the Program Plan, except where the form and content of such agreement has been approved by CESA in advance, and provided that, if CESA approves a form of agreement, in its sole discretion, hereunder, Program Manager shall in all circumstances comply with the requirements of section 4.5.

3.3 Performance – Program Manager covenants and agrees at all times during the Term to abide by the terms and conditions of this Agreement, the Program Plan, and to provide the Services in accordance therewith. Program Manager shall perform its obligations under this Agreement in a safe and efficient manner, and in a manner which maintains and enhances the goodwill of the CESA Program, and shall ensure that all Service Providers fulfill their respective obligations under the agreements that they enter into with Program Manager in respect of the Program Plan in a similar manner. Further, Program Manager acknowledges that is the responsibility of Program Manager to obtain and ensure it is at all times aware of and in compliance with the CESA Program.

3.4 Records – Program Manager shall provide any and all CESA-owned data and records to CESA within five (5) business days of being directed to do so by CESA for any reason.

3.5 Amendments to Program Plan – Program Manager acknowledges that CESA may amend, update, revise, replace, restate or otherwise alter (collectively, to “**Amend**”, and the result being an “**Amendment**”) the Program Plan, subject only to the approval of the Director, from time to time. If CESA determines to Amend the Program Plan in any manner that is relevant to or will impact upon the delivery of the Services by Program Manager or the performance by Program Manager of its obligations under this Agreement, CESA shall provide Program Manager with not less than thirty (30) days prior notice in writing of each Amendment and of the date such Amendment shall become effective, and Program Manager shall thereafter perform the Services in accordance with the Program Plan, as modified, amended, updated or replaced, from time to time. In the event that the Program Plan is Amended, the Program Manager Fees set out in Schedule 2 shall be reviewed by the parties with the intent of adjusting such Fees to reflect any increase or decrease in the workload required by Program Manager to implement the Program Plan resulting from such Amendment. Any adjustments agreed upon by the parties with respect to such Program Manager Fees shall be set out in an amended Schedule 2 which shall be initialed and dated by the parties and, as a result thereof, incorporated into this Agreement.

### **4. General**

4.1 Program Manager’s Power to Contract – Program Manager represents and warrants that it has the full right and power to enter into this Agreement and there is no agreement with any other Person to which Program Manager is a party or by which Program Manager is bound that would in any way interfere with the performance by Program Manager of its obligations under this Agreement.

4.2 Program Manager Not a Partner, Agent or Employee – Program Manager shall have no power or authority to bind CESA or to assume or create any obligation or responsibility, express or implied, on behalf of CESA. Program Manager shall not hold itself out as an agent or partner of CESA. Nothing in this Agreement shall have the effect of creating a partnership or agency relationship between CESA and Program Manager.

4.3 Conflict of Interest – Program Manager shall: (a) avoid any Conflict of Interest in the performance of its obligations under this Agreement; (b) disclose to CESA without delay any Conflict of Interest of which it is aware, or ought reasonably to be aware, that arises during the performance of its obligations under this Agreement; and (c) comply with any reasonable requirements prescribed by CESA to resolve any Conflict of Interest. CESA may terminate this Agreement pursuant to Section 7.2 in the event that: (x) Program Manager fails to disclose a Conflict of Interest of which it is aware or ought reasonably to be aware; (y) Program Manager fails to comply with any reasonable requirements prescribed by CESA to resolve a Conflict of Interest; or (z) the Conflict of Interest cannot be resolved.

4.4 Liabilities of Program Manager – Program Manager agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors, including Service Providers. Program Manager shall advise each of such Persons of their obligations under this Agreement. This paragraph is in addition to any and all of Program Manager's liabilities under this Agreement and under the general application of law, and shall survive the termination or expiration of this Agreement.

4.5 Sub-Contracting – Any sub-contracting of the performance of any of the Services, or the performance of any of Program Manager's other obligations under this Agreement, by Program Manager shall be subject to the prior express approval of CESA.

## **5. Payment for Services**

5.1 Payment of Fees – CESA shall pay Program Manager for the Services provided by Program Manager pursuant to this Agreement by paying the Program Manager Fees set out in Schedule 2.

5.2 Reimbursement of Additional Program Costs – CESA shall reimburse Program Manager for Additional Program Costs that Program Manager has paid on behalf of CESA, in the manner and as otherwise provided in Schedule 2; and provided that, in each case, such Additional Program Costs are approved by CESA, in advance and in writing.

5.3 Billing and Payment Process – The billing and payment process for the payment of all fees, costs and expenses payable pursuant to this Agreement shall be in accordance with Schedule 2.

5.4 Interest on Late Payment – If a payment under this Article is in arrears through no fault of Program Manager, the annual interest charged by Program Manager shall be the prime commercial lending rate plus 3%. For these purposes, "prime commercial lending rate" means the floating annual rate of interest established from time to time by Toronto-Dominion Bank as the reference rate used to determine rates of interest payable by its borrowers on Canadian dollar commercial loans made in Vancouver and designated by such bank as its prime rate.

**6. Confidentiality**

6.1 Confidential Information – During the Term and at all times thereafter, both Program Manager and CESA shall:

- (a) keep all Confidential Information confidential and secure;
- (b) limit the disclosure of Confidential Information to only those of its directors, officers, employees, external advisors or subcontractors who have a need to know it for the purposes of this Agreement;
- (c) not directly or indirectly disclose, destroy, exploit or use any Confidential Information (except as required for the purposes this Agreement, or except if required by order of a court or tribunal), without first obtaining:
  - (i) the written consent of the other party to disclose such Confidential Information; and
  - (ii) in respect of any Confidential Information about any third-party, the written consent of such third-party; and
- (d) return all Confidential Information to the other party before or at the end of the Term, with no copy or portion maintained except for that information required to satisfy any post-Term obligations set out under this Agreement or for a party's other rights or obligations hereunder or at law or in equity.

6.2 Notice of Obligation to Disclose and Protective Order – If either party or any of its directors, officers, employees, external advisors or subcontractors become legally compelled to disclose any Confidential Information, the disclosing party will, to the extent it is aware of same, provide the other party with prompt notice to that effect in order to allow such non-disclosing party to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the non-disclosing party and its legal counsel to the extent reasonably required thereby. If such protective orders or other remedies are not obtained, the disclosing party will disclose only that portion of the other party's Confidential Information which the disclosing party is legally compelled to disclose, only to such person or persons to which the disclosing party is legally compelled to disclose, and the disclosing party shall provide notice to each such recipient (in co-operation with legal counsel for the non-disclosing party) that such Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in this Agreement and shall use reasonable commercial efforts to obtain, prior to such disclosure, each recipient's written agreement to receive and use such Confidential Information subject to those terms and conditions.

6.3 Program Manager Restrictions on Copying – Program Manager shall not copy any of CESA's Confidential Information, in whole or in part, unless copying is required for the purposes of this Agreement including the management and operation of the Program. On each such copy made by Program Manager, Program Manager must reproduce all notices which appear on the original.

6.4 Injunctive and Other Relief – Program Manager acknowledges that the breach of any provisions of this Article 6 may cause irreparable harm to CESA or to any third party to whom CESA owes a duty of confidence, and that the injury to CESA or to any such third party may be difficult to calculate and be inadequately compensable in damages. Program Manager agrees that CESA is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third party) or any other remedy against any actual or potential breach of the provisions of this Article 6.

6.5 PIPA Application – Both Program Manager and CESA shall comply with the requirements of PIPA, where applicable.

6.6 Program Manager Records Security – During the Term and at all times thereafter, Program Manager shall:

- (a) keep Program Records secure;
- (b) ensure that any information management, data base or accounting systems used by Program Manager to retain or process Program Records, incorporate reasonable safeguards to ensure the security and protection of those Program Records and to protect those Records from unauthorized access;
- (c) not directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not required to provide the Services or are not authorized by CESA;
- (d) ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain appropriate products, tools, measures and procedures to do so;
- (e) restrict access to Personal Information to those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Services and who have been specifically authorized by CESA to have such access for the purpose of providing the Services; and
- (f) implement, from time to time, such other reasonable security measures that in the reasonable opinion of CESA would improve the adequacy and effectiveness of Program Manager's measures to ensure the security and integrity of Personal Information and Program Records generally.

The provisions of this section 6.6 shall prevail over any provisions in this Agreement which are inconsistent herewith.

6.7 Intellectual Property Rights – Program Manager acknowledges and agrees that all Program Records are the exclusive property of CESA. Without in any way limiting the foregoing, Program Manager further acknowledges and agrees that CESA may implement the Program Plan, and use all or any part of

the Program Records, in any other jurisdiction to the exclusion of, and without any consent or involvement from, Program Manager.

6.8 Goodwill of CESA – Program Manager acknowledges and recognizes the value of the reputation, image and goodwill associated with CESA and its trade-marks, logos, images and other intellectual property, including the Program Plan, and agrees that it shall not, and shall not permit any of its directors, officers, employees, consultants or agents to, do, cause to be done, omit to do anything or conduct itself in any manner which may in any way jeopardize or adversely affect or degrade or detract from the reputation or image of CESA, or such intellectual property, or the general goodwill attached thereto.

Without in any way limiting the foregoing, Program Manager further acknowledges and agrees that CESA may implement the Program Plan, and in the Program Records in respect thereof, in any other jurisdiction to the exclusive of, and without any consent or involvement from, Program Manager.

6.9 Survival – The provisions of this Article 6 shall survive any termination or expiration of this Agreement.

## **7. Termination, Expiration and Extension**

7.1 Term – Subject to the other terms and conditions of this Agreement, the Term shall commence on the Commencement Date and, unless extended by mutual written agreement of the parties, shall continue until the Expiration Date or until terminated in accordance with the provisions of this Article 7.

7.2 Termination by CESA – In addition to any other rights of termination set out in this Agreement, CESA may immediately terminate this Agreement upon giving notice to Program Manager where:

- (a) Program Manager fails to observe or perform any of its obligations under this Agreement on its part to be observed or performed and such failure continues unremedied following notice thereof (giving particulars of the failure in reasonable detail) from CESA to Program Manager for a period of thirty (30) days;
- (b) Program Manager breaches any of section 6.1, section 6.2, section 6.3, section 6.5, section 6.6 or section 9.2 of this Agreement;
- (c) Program Manager assigns this Agreement without obtaining the prior written approval of CESA;
- (d) Program Manager breaches section 4.3 of this Agreement and fails to rectify same within thirty (30) days of receiving notice of such breach from CESA in accordance with the terms of such paragraph; or
- (e) an Event of Insolvency occurs;

provided that each of the above events has been included in this Agreement for the benefit of CESA and may be waived by CESA in whole or in part, and CESA may, in its sole discretion, extend or provide a period for remediation of any such event.

7.3 Termination by Program Manager – Program Manager may immediately terminate this Agreement upon giving written notice to CESA where:

- (a) CESA fails to make any payment, or cause any payment to be made, when due as required under Schedule 2 of this Agreement, if such failure is not remedied within thirty (30) days after receipt by CESA of notice of such failure from Program Manager; or
- (b) CESA breaches any of section 6.1 or section 6.2 of this Agreement;

provided that each of the above events has been included in this Agreement for the benefit of Program Manager and may be waived by Program Manager in whole or in part, and Program Manager may, in its sole discretion, extend or provide a period for remediation of any such event.

7.4 Program Manager's Obligations on Termination – On termination or expiration of this Agreement for any reason (including termination by CESA pursuant to Section 7.2 or by Program Manager pursuant to Section 7.3), in addition to its other obligations under this Agreement and at law, Program Manager shall:

- (a) upon CESA's request and in accordance with the terms of this Agreement, for a period of one hundred and twenty (120) days (or such other period as may then be agreed upon by the parties) (the "Transition Period") from the effective date of termination or expiration, continue to provide the Services and all assistance reasonably requested by CESA to allow CESA to either (i) internalize the Services, or (ii) facilitate the retention by CESA of a third party to provide all or some of the Services, in either case in an efficient and orderly manner and CESA shall, during such Transition Period, pay to Program Manager the Program Manager Fees required pursuant to this Agreement in accordance with the terms of this Agreement;
- (b) deliver a final invoice in accordance with Schedule 2 within one hundred and twenty (120) days from the effective date of termination or expiration, setting out all Program Manager Fees and all Additional Program Costs that remain owing to such effective date, and the parties hereto shall make all required financial adjustments and payments required by this Agreement within thirty (30) Business Days following the receipt of such final invoice; for certainty, it is the parties' intention and expectation that all third-party costs and expenses incurred by Program Manager (and which form part of the Additional Program Costs) shall be invoiced to CESA with such final invoice; and
- (c) upon CESA's request, and in CESA's sole discretion, appoint CESA as its agent with discretionary authority to complete an assignment of any and all contracts or agreements Program Manager has entered into with Service Providers in respect of the CESA Program or the Program Plan from Program Manager to CESA, and agrees to assign to CESA all its rights in same.

This section 7.4 shall survive the termination or expiration of this Agreement.

7.5 CESA's Obligations on Termination – On termination or expiration of this Agreement, CESA shall be responsible to pay for the Services and any applicable Additional Program Costs provided under this Agreement up to and including the effective date of any termination or expiration (or the end of the Transition Period, if applicable). Termination shall not relieve Program Manager of its warranties and other responsibilities relating to the Services or money paid. This section 7.5 shall survive the termination or expiration of this Agreement

7.6 Mutual Obligation on Termination – In the event that either party terminates this Agreement, for any reason, prior to the expiry of the Term, the non-terminating party may, in its sole discretion, require the party that terminated the Agreement to retain an arm's length independent third party auditor to conduct a limited scope audit of the CESA Program, which audit must be completed within one hundred and twenty (120) days of the effective date of such termination. Such limited scope audit shall be limited to those matters in respect of the CESA Program for which Program Manager is responsible, including CESA's accounting and revenue management, and contractual obligations in respect of Transporters, Processors and Collection Sites. For certainty, the party that terminated the Agreement shall be responsible for all costs, expenses and disbursements incurred in connection with such audit.

7.7 Notification of Omissions or Faults – During the Term, the parties shall provide prompt notice of any omissions or other faults of which it is aware, the occurrence of which would give the non-breaching party the right to terminate this Agreement pursuant to this Article 7 upon notice or with the passage of time.

## **8. Evaluation and Audit**

8.1 Evaluation and Audit – CESA may from time to time, at its sole discretion and at its cost, during normal business hours on at least two (2) days prior notice, undertake, or retain a third-party to undertake, an evaluation or audit of Program Manager's performance of its obligations under this Agreement. For certainty, such evaluation or audit shall be limited to financial and operational matters and compliance with Applicable Laws. Program Manager will fully participate and cooperate in any such evaluation or audit and make Program Manager's personnel (which includes its officers, directors, employees and subcontractors) and any records (including the Program Records), books, supporting documentation and reports applicable to the CESA Program, the Services (for purposes of this section 8.1, the "**Documents**"), available to CESA and its representatives for inspection and copying in connection with such evaluation or audit. For certainty, copies of any Documents made and maintained by CESA pursuant to this section 8.1 shall not constitute a breach of section 6.1(d) hereunder.

8.2 Inspection Not Waiver – Any evaluation or audit by CESA or its representatives pursuant to Section 8.1 shall not relieve Program Manager of any of its obligations to fulfil or comply with the terms of this Agreement. In no event will evaluation or audit by CESA or its representatives be a representation that there has been or will be compliance with this Agreement, or that the Services have been provided in accordance with the terms of this Agreement. Notwithstanding any evaluation or audit by CESA or its representatives, Program Manager remains solely liable for performance of all of its obligations under this Agreement.

## **9. Indemnification and Insurance**

9.1 Program Manager Indemnities – Program Manager hereby releases CESA and its officers, directors, employees, external advisors and those for whom CESA is responsible at law from any and all liability associated with the subject matter of this Agreement (including the Services) and the CESA Program. Further, Program Manager hereby indemnifies and saves CESA and its officers, directors, employees, external advisors and those for whom CESA is responsible at law, harmless from and against any and all Losses howsoever caused, arising out of or in any way related to:

- (a) the failure by Program Manager to perform or satisfy any of its covenants or obligations set forth in this Agreement;
- (b) any willful or negligent act or omission of Program Manager, or of its officers, directors, employees or subcontractors; or
- (c) any act or omission of Program Manager or of its officers, directors, employees or subcontractors which results in a violation of, or non-compliance with any Applicable Laws or regulations, including any Environmental Laws (including the release of any Hazardous Substance or other substance into the Environment).

9.2 Program Manager Insurance – Program Manager shall maintain insurance in reasonable amounts, including property insurance, Commercial General Liability insurance and Pollution Legal Liability insurance with an annual aggregate limit of not less than \$10,000,000. Program Manager shall provide thirty (30) days' prior written notice of any cancellation, non-renewal and/or modification of such insurance to CESA. Insurance coverage must be maintained at all times during the Term, failing which CESA may, at its sole discretion, immediately terminate this Agreement on notice to Program Manager. Program Manager shall cause CESA to be added to Program Manager's Commercial General Liability and Pollution Legal Liability policies as an additional insured. CESA shall bear the cost incurred by Program Manager in obtaining or expanding its insurance coverage to cover CESA program activities and in adding CESA as an additional insured to Program Manager's insurance policies, as provided herein. Program Manager shall provide to CESA: (a) within five (5) days of a request therefore, with a Certificate of Insurance the insurance required to be maintained by it hereunder, evidencing that such insurance is in full force and effect; and (b) notice of any change to such insurance prior to or immediately following the occurrence of such change.

## **10. General Provisions**

10.1 Force Majeure – A party shall not be liable to the other party for a failure of the first mentioned party to perform its obligations under this Agreement (other than an obligation to make payment of money when due) as a result of the inability of the first mentioned party to perform resulting from an event of Force Majeure. A delay or interruption in the performance by a party of any of such obligations due to Force Majeure shall suspend the period of performance of such obligation during the continuance of such Force Majeure, provided that the party claiming Force Majeure has, forthwith following the party becoming or being made aware of the event of Force Majeure which may impact the party's obligations, notified the other party of the event and the manner in which such party's obligations hereunder will or may be affected. The party claiming Force Majeure shall, unless such event of Force Majeure is a strike, lockout or other industrial disturbance, use its reasonable efforts to eliminate such event of Force Majeure. For

these purposes, “**Force Majeure**” means any cause (A) not reasonably within the control of the party claiming force majeure, and (B) which by exercise of reasonable due diligence such party is unable to prevent or overcome, and includes physical events such as an act of God, landslide, earthquake, storm or storm warning such as a hurricane which results in evacuation of an affected area, pandemic, flood, washout, explosion, acts of others such as strike, lockout or other industrial disturbance, civil disturbance, blockade, act of a public enemy, terrorism, riot, sabotage, insurrections or war, as well as physical damage resulting from the negligence of others; and governmental actions, requiring compliance with any Applicable Laws.

10.2 Notices – All notices, consents, approvals, agreements and other communications required or permitted under this Agreement (each, a “**Notice**”) shall be in writing and shall be delivered in person, by prepaid courier service or by e-mail to the addresses as follows:

To CESA at:	Canadian Electrical Stewardship Association 95 Mural Street, Suite 600, Richmond Hill, On L4B 3G2 Attention: CESA President  Telephone: 647-529-6925 E-mail: <a href="mailto:Iselanders@cesarecycling.ca">Iselanders@cesarecycling.ca</a>
To Program Manager at:	<* ABC Company *> <* Street *> <* Town *>, <* Province *>, <* Postal *>  Attention: <* Name *>  Telephone: <*> E-mail: <*>

If personally delivered or delivered via pre-paid courier, a Notice will be deemed to have been given and received on the date of actual delivery and, if by e-mail, a Notice will be deemed to have been given and received on the date sent if sent during normal business hours on a Business Day and otherwise on the next Business Day.

Either party may at any time and from time to time notify the other party in accordance with this section 10.2 of a change of address or e-mail address, to which all Notices will be given to it thereafter until further Notice in accordance with this Section.

10.3 Assignment – Neither party may assign or transfer any of its interest in or rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other party, which consent may not be unreasonably withheld.

10.4 Duty to Disclose Changes – Program Manager shall notify CESA within two (2) Business Days following the occurrence of any change in: (i) the ownership of Program manager, (ii) the composition of Program Manager’s board of directors, or (iii) any of the persons holding any of Program Manager’s senior management positions.

10.5 Changes and Further Appendices By Written Agreement Only – The parties may, in writing, request changes to this Agreement, which may include altering, adding to, or deleting any of the Services. Any changes to this Agreement shall be by written agreement signed by the parties. No changes shall be effective unless formalized in writing and signed by the parties.

10.6 Severability – If any term or condition of this Agreement, or the application thereof to the parties or to any Persons or circumstances, is determined by a court of law to be invalid or unenforceable, the remainder of this Agreement, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The parties shall engage in good faith negotiations to replace any provision which is declared invalid or unenforceable with a valid and enforceable provision, the economic and substantive effect of which shall come as close as possible to that of the invalid or unenforceable provision which it replaces.

10.7 Rights and Remedies – The express rights and remedies of the parties set out in this Agreement are in addition to and shall not limit any other rights and remedies available to the parties at law or in equity.

10.8 Contract Binding – This Agreement shall endure to the benefit of and be binding upon the parties and their successors and their permitted assigns.

10.9 Entire Agreement – This Agreement contains the entire agreement between the parties regarding the matters herein contained, and will supersede any prior agreements or understandings between the parties, whether oral or written.

10.10 Waiver – Any waiver by a party or any failure on a party's part to exercise any of its rights in respect of this Agreement shall be limited to the particular instance and shall not extend to any other instance or matter in this Agreement or in any way otherwise affect the rights or remedies of such party.

10.11 Further Assurances – The parties agree to execute and deliver all such other and additional instruments or documents and to do all such other acts and things as may be reasonably necessary to give full effect to this Agreement.

10.12 Time of the Essence – Time shall be of the essence of this Agreement.

10.13 Governing Law – This Agreement shall be governed by and interpreted in accordance with the laws of British Columbia and the laws of Canada applicable therein. The parties hereby irrevocably attorn to the jurisdiction of the Courts of British Columbia in respect of any dispute which may arise between them.

10.14 Counterparts – This Agreement may be executed in any number of counterparts, and each executed counterpart shall be considered an original. All executed counterparts taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective as of the date first above written.

**CANADIAN ELECTRICAL STEWARDSHIP  
ASSOCIATION**

By: \_\_\_\_\_  
Laura Selanders, President

**<\* ABC COMPANY \*>**

By: \_\_\_\_\_  
<\* Name \*>, <\* Title \*>

## **Appendix B**

to the CESA RFP

### **PROPOSAL FORM AND CONTENT REQUIREMENTS**

#### **1. Proposal Content**

- (a) The body of the Proposal shall not exceed 30 pages, excluding any references, samples and substantiating information which the Proponent wishes to submit.
- (b) All references and substantiating information shall be clear and unambiguous and directly linked to the body of the Proposal.
- (c) The Proposal shall be formatted to clearly address each of the deliverables outlined in this RFP and in **Appendix B** and shall also respond to each of the evaluation criteria set out in Section 4.1 of the RFP.

#### **2. References**

The Proposal shall include at least three (3) references where the Proponent has provided similar services within the past five (5) years. Reference contacts must be available to be contacted by CESA during the evaluation period. The reference documentation shall include:

- (a) Name of client organization;
- (b) Name, title, telephone number and email of client contact(s);
- (c) A description, including size, scope and duration of the engagement and how it is comparable to the Services;
- (d) Identification of specific personnel of the Proponent who will be engaged in work under this RFP who also participated in the referenced engagement, including a description of the capacity in which they engaged in the work; and
- (e) Any metrics that describe the success of the Proponent in achieving the desired outcomes of the reference client.

#### **3. Proposed Team**

The Proposal must clearly articulate the proposed roles and responsibilities of the entire proposed team (preferably in tabular form), clearly detailing:

- (a) Name of the team member;
- (b) Title;
- (c) Roles and responsibilities on the team;

- (d) Reporting relationships;
- (e) Expected level of involvement/effort committed to this engagement; and
- (f) Proposed location.

The Proposal must substantiate the capabilities of its entire proposed team clearly demonstrating each individual’s credentials, area of expertise and experience, preferably on initiatives similar in scope and complexity to the Services, including the names and contact information of 3 references for each individual.

**4. Pricing Details**

Proposals must include the following information regarding the pricing of their bid:

- (a) A base price and a contingency amount (the sum of which equals the ceiling price for this contract) for the entire engagement (scope detailed within Section 2 above), broken down by Year1, Year 2 and Year 3, including individual price breakdowns for Producer Management (Section 2.1), Materials Management (Section 2.2) and Communications Management (Section 2.3);
- (b) Contingency amounts shall only be applied under strict circumstances agreed to by both parties, prior to the work beginning.
- (c) All Proposals must include delineations of what is included within the base price and what is contingency.
- (d) Bidding organizations are required to utilize a tabular format similar to the following:

Producer Management

<b>Producer</b>	Base Price	Contingency	Ceiling Price (Base Price + Contingency)
Year 1			
Year 2			
Year 3			

Material Management

<b>Materials</b>	Base Price	Contingency	Ceiling Price (Base Price + Contingency)
Year 1			
Year 2			

Year 3			
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Communications Management

Communications	Base Price	Contingency	Ceiling Price (Base Price + Contingency)
Year 1			
Year 2			
Year 3			

Note: Please identify assumptions that would require use of the Contingency.

- (e) The Proposal should also identify the hourly rates for all staff involved in the engagement, to be used for pricing of miscellaneous activities and additional services that may be required throughout the life of the engagement.
- (f) Proposals may also include alternative prices and proposals related to the use of alternative information systems and/or any additional pricing arrangements the Proponent wishes to bring forward to CESA for consideration.

**5. Information Systems**

In case of Operational Data Management, CESA has a developed third-party program that the Program Manager will be expected to use. CESA's Service Providers are currently using a platform for the submission of all operational data (depot collections, transportation arrangements and processing data management). The Program Manager will be expected to use this platform for verification of data as it pertains to invoicing and quality and audit controls.

Proponents will be expected to provide information management systems that will be used to support their management of the CESA Program detailing whether the systems will be developed exclusively for the Program, adapted from existing systems used for other similar programs or purchased off the rack. The information management system will need to address Customer Relationship Management and all aspects of member financial management.

CESA reserves the right to consider solutions outside of what might be provided by the Program Manager, and pricing will need to be adjusted if changes are made to services provided by the Program Manager.

All systems must have the capacity for web based interfaces for Producers and Service Providers to submit required reports, invoices and payments.

