



# Framework Partnering Agreement between ÉEQ and Signatory Bodies

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**IDENTIFICATION OF THE PARTIES**

**Éco Entreprises Québec**, a legally incorporated legal person, having its head office at 1600 René-Lévesque Boulevard West, Suite 600, Montreal, Québec, H3H 1P9, herein acting and represented by its President and Chief Executive Officer, Maryse Vermette, duly authorized by resolution <insert resolution number> of the Board of Directors passed on <insert date of resolution>;

(hereinafter referred to as “**ÉEQ**”)

**AND**

<Insert full name of Signatory Body>, <insert type of Signatory Body, e.g., municipality, regional county municipality, intermunicipal management board, Aboriginal community> having its head office at <insert address of head office>, herein acting and represented by its <enter title>, duly authorized by resolution <insert resolution number> passed by the board on <insert date of resolution >.

(hereinafter referred to as the “**Signatory Body**”)

ÉEQ and the Signatory Body being each a “**Party**” and collectively the “**Parties**”.

**PREAMBULE**

**WHEREAS** the *Environment Quality Act* (CQLR, c. Q-2) (“the **Act**”) was amended by *An Act to amend mainly the Environment Quality Act with respect to deposits and selective collection* (SQ 2021, c. 5), assented to on March 17, 2021;

**WHEREAS** section 53.31.0.2 of the amended Act provides that no municipality or group of municipalities may, on its own initiative, develop or implement, in whole or in part, a system for the selective collection of certain recyclable materials if the development, implementation and financing of such a system are conferred on persons by a regulation;

**WHEREAS** the *Regulation respecting a system of selective collection of certain residual material* (CQLR, c. Q-2, r. 46.01) (“the **Regulation**”) came into force on July 7, 2022;

**WHEREAS** ÉEQ is the designated management body under section I of Chapter III of the Regulation to whom is given responsibility for the development, implementation, and financing of a Québec-wide selective collection system for certain recyclable materials;

**WHEREAS** the Regulation provides for the conclusion of an agreement between ÉEQ and a municipal body or an Aboriginal community concerning the collection and transportation of materials referred to in section 24 of the Regulation;

**WHEREAS** the Regulation prescribes the minimum content of this agreement, including with regard to the particulars of collection and transportation services, the conditions for awarding contracts for such services and the terms and conditions relating to quality control;

**WHEREAS** ÉEQ has identified the Signatory Body to enter into such an agreement on the Territory of Application.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

## CHAPTER I. GENERAL PROVISIONS

### 1 INTERPRETATION

#### 1.1 Terminology

The following words, abbreviations, and expressions have the following meanings, unless otherwise indicated:

**"Aboriginal Community"** means any Aboriginal community represented by its band council.

**"Agent"** means a third-party to whom the Signatory Body entrusts some of its obligations under the Agreement.

**"Agreement"** means this partnership agreement between ÉEQ and the Signatory Body, including the schedules and any amendments thereto agreed to by the Parties.

**"Door-to-Door"** means a collection method in which a collection container or group of collection containers is made available exclusively to an Occupancy Unit or group of identifiable Occupancy Units, the collection point of which is located in the immediate vicinity of the Occupancy Unit or group of Occupancy Units.

This definition includes pickup from a collection container or group of collection containers made available exclusively to a group of identifiable Occupancy Units, the pickup point of which is at a distance from the group of Occupancy Units due to traffic constraints. For instance, a group of collection containers located at the beginning of the road because the road is impassable for collection trucks.

**"Drop-off Point for Voluntary Disposal"** means an open-access site that has been specially set up to receive specific, pre-sorted residual materials brought in voluntarily and intended primarily for recycling.

**"Ecocentre"** means a site that has been specially set up to receive specific, pre-sorted residual materials brought in voluntarily and intended primarily for recycling. Generally, the site is supervised and certain access conditions apply, such as opening hours, types of vehicles authorized and clients admitted.

**"IBI"** means industries, businesses and institutions.

**"IBI similar to the residential sector"** means IBI whose production of Recyclable Materials is comparable in kind and quantity to that of a residential Occupancy Unit.

**"IAE"** means information, awareness and education.

**"Municipal Body"** means any municipality, the Communauté métropolitaine de Montréal, the Communauté métropolitaine de Québec, any intermunicipal management board or group of municipalities.

**"Occupancy Unit"** means any residential dwelling, industry, business or institution.

Outdoor Public Places are excluded from this definition.

**"Outdoor Public Place"** means any part of land, public road or other outdoor place that is continuously, periodically or occasionally accessible to the public and owned or operated by a Municipal Body.



This definition includes parks, bicycle paths and curbsides but excludes Ecocentres and Drop-off Points for Voluntary Disposal.

**“Recyclable Materials”** means all materials covered by this Agreement as identified in Schedule A, excluding contamination.

**“Territory of Application”** means a territory which includes the municipalities and other bodies identified in Schedule B, inclusive of the various locations and clients, and for which the Signatory Body provides the collection and transportation of Recyclable Materials and related services under the terms of this Agreement.

- 1.2 Applicable law** Laws and regulations applicable in Québec must be followed in interpreting and performing the Agreement.
- 1.3 Entire agreement** With respect to its subject matter, this Agreement is the entire agreement between the Signatory Body and ÉEQ, and it supersedes any communications or documents exchanged between them before it becomes effective.
- 1.4 Enforceability** Where any provision of this Agreement is held to be invalid or unenforceable, such provision shall be construed so as to reflect as closely as possible the original intentions of the Parties, and all other provisions shall remain valid and enforceable.
- 1.5 Titles** The titles and headings in the Agreement are meant for general reference purposes only.
- 1.6 Number** When the context permits, a singular number can be extended to include several people or things. When the context permits, a plural number can be extended to include a singular person or thing.
- 1.7 Version in a language other than French** A Signatory Body may request that the Agreement be drafted in a language other than French as provided in the *Charter of the French Language* (CQLR, c. C-11).

## 2 PURPOSE OF THE AGREEMENT

The Agreement provides a framework for the collection and transportation of Recyclable Materials as well as for IAE activities and front-line activities related thereto.

For this purpose, the Agreement identifies the responsibilities and undertakings of each of the Parties with respect to:

- The clients served by each Party;
- The provision of collection and transportation services;
- The management of collection containers;
- IAE and front-line services;
- Traceability and accountability; and
- The method for calculating and paying reimbursements and compensation for services rendered by the Signatory Body.

## 3 EXCEPTIONS AND DEROGATIONS

Parties are bound by the provisions of this Agreement subject to the exceptions, waivers, and additional clauses in Schedule C, which take precedence over any provision of the Agreement and may exempt, waive, or add to it in accordance with its provisions.

## 4 TERM

### 4.1 Effective date and expiry date

The Agreement shall come into force upon execution and shall expire on <enter date>.

The following provisions shall take effect as of the date indicated below, despite the date of entry into force of the Agreement.

The Signatory Body shall transition from the selective collection compensation plan to the selective collection system for certain residual materials created by the Regulation on <specify date, in most cases January 1, 2025, or the starting date for the collection and transportation of Recyclable Materials set forth in the contract awarded under the Agreement, in order to ensure an immediate transition to the selective collection system for certain residual materials>. The following operational and reimbursement clauses shall take effect only on this date, and more particularly:

- a. The collection and transportation of Recyclable Materials from the clients it serves (including obligations described in Chapter III);
- b. The supply and management of collection containers (including obligations described in Chapter IV);
- c. The application of IAE measures and front-line services (including obligations described in Chapter V);
- d. The payment of reimbursements and compensation to the Signatory Body (including obligations described in Chapter VI).

### 4.2 Agreement extension or new agreement

Not later than twenty-four (24) months before the scheduled expiry of the Agreement, either Party may send a notice of extension to the other Party.

The notice of extension shall specify an extension period for the Agreement and may include various amendments to the Agreement.

Where a Party proposes an extension, the Parties shall have three (3) months from the date the notice is sent to confirm the extension of the Agreement.

ÉEQ may also propose a new draft agreement within the same time period, in which case the Parties shall have six (6) months to enter into a new agreement.

If an extension of the the Agreement is not agreed upon or a new agreement is not entered into, the Parties shall be deemed to have waived the partnership and the Agreement shall expire on the scheduled date without further notice.

The Parties may however, by mutual agreement, amend the time periods provided for in this section.

**5 GENERAL  
UNDERTAKINGS OF  
ÉEQ**

ÉEQ undertakes to:

- a. Take charge of the Recyclable Materials as soon as they are transported by the Signatory Body to the designated location in accordance with the provisions of this Agreement;
- b. Ensure with the Signatory Body that the obligations set forth herein have been complied with;
- c. Develop and implement a service plan for Outdoor Public Places;
- d. Supply wheeled bins and ensure their maintenance, replacement and distribution;
- e. Provide the Signatory Body with IAE materials;
- f. Set up a system for sharing data with the Signatory Body on the technical and financial performance of selective collection, so as to assess the performance of the services provided;
- g. Pay the reimbursements and compensation owing to the Signatory Body;
- h. Ensure that Recyclable Materials from clients not served by the Signatory Body are collected and transported and carry out IAE and front-line activities for these clients;
- i. Comply with all its undertakings hereunder.

**6 GENERAL  
UNDERTAKINGS OF  
THE SIGNATORY BODY**

The Signatory Body undertakes to:

- a. Provide services for the collection and transportation of Recyclable Materials as well as operational follow-up in the Territory of Application in accordance with the terms and conditions hereof;
- b. Manage the tendering process, as well as the administrative and operational follow-up where some of the obligations hereunder are entrusted to an Agent;
- c. Ensure the administrative follow-up of the Agreement, customer service and IAE activities, as described in this Agreement;
- d. Provide ÉEQ, in the manner and within the time prescribed, with all information required to assess technical and financial performances and document the traceability of the Recyclable Materials;
- e. Receive from the Agent and provide to ÉEQ any information required hereunder; and
- f. Comply with all its undertakings hereunder.

**7 JURISDICTION**

The Signatory Body certifies that it has jurisdiction in the field of Recyclable Materials management for the entire Territory of Application defined in Schedule B.

The Signatory Body shall specify in Schedule D whether or not it has jurisdiction in the management of Ecocentres and Drop-off Points for Voluntary Disposal for the Territory of Application.

**8 DELEGATION OF CERTAIN ACTIVITIES**

Notwithstanding section 7 above, the Signatory Body may agree with a Municipal Body, an Aboriginal Community or a borough on the Territory of Application that such Body, Community or borough may carry out one or more of the following activities:

- a. Collection and transportation in Outdoor Public Places;
- b. Repair, replacement and distribution of wheeled bins;
- c. Repair and replacement of recovery equipment in Outdoor Public Places;
- d. The dissemination of practical information;
- e. Customer service;
- f. On-site awareness and education activities;
- g. Quality control of source sorting by the user.

Similarly, the Signatory Body may agree with a Municipal Body, Aboriginal Community or borough on the Territory of Application, that such Body, Community or borough shall carry out collection and transportation services locally on their own, with their own personnel and equipment, even if the other parts of the Territory of Application are covered by a contract with an Agent for the provision of such services.

In such cases, the Signatory Body shall inform ÉEQ in the Contract Management Platform.

Under no circumstances shall this assignment of responsibilities by the Signatory Body to a Municipal Body, Aboriginal Community or borough bind ÉEQ to any of them.

**9 AMENDMENT AND APPLICATION OF SIGNATORY BODY'S BY-LAWS**

The Signatory Body shall, within the twelve (12) months following the effective date of this Agreement, amend and adapt its by-laws, if applicable, in accordance with the provisions hereof.

**10 TAXATION AND PRICING**

If the Signatory Body has the power to impose a tax, pricing or a fee on the clients served in all or part of the Territory of Application, the amounts charged by the Signatory Body for services rendered hereunder shall relate only to expenses not fully covered by the reimbursements and compensation paid by ÉEQ to the Signatory Body.

ÉEQ reserves the right to contact municipalities and other organizations on the Territory of Application to request information concerning any tax, pricing or fee related to the obligations hereof.

**11 PERMITS, CERTIFICATES, AND AUTHORIZATIONS**

**11.1 Permits, certificates, and authorizations**

The Signatory Body shall obtain all permits, certificates and other authorizations required for the performance of the Agreement.

If the Signatory Body entrusts an Agent with an activity or service set forth in the Agreement, the Signatory Body shall require and verify that its Agent holds the permits, certificates and other authorizations needed to carry out the task, if applicable.

**11.2 Delivery to ÉEQ**

The Signatory Body shall, upon request by ÉEQ and within the time agreed to by the Parties, provide a copy of the valid permits, certificates and other authorizations held by its Agent, if applicable.

**11.3 CNESST certificate of compliance** The Signatory Body shall, upon request by ÉEQ and within the time agreed to by the Parties, provide a copy of the certificate confirming that its Agent is in good standing with the *Commission des normes, de l'équité, de la santé et de la sécurité du travail* (CNESST).

## **12 COMMUNICATION BETWEEN THE PARTIES**

**12.1 Methods of communication** The Parties must communicate in writing regarding the Agreement, its interpretation, application, and follow-up, including via e-mail.

**12.2 Parties' contact details** Aside from the information to be transmitted via the Contract Management Platform in accordance with this Agreement, the contact details provided in Schedule E must be used for all communications between the Parties.

**12.3 Press relations** For any event involving press relations regarding the purpose of the Agreement, each Party undertakes to:

- a. Inform the other Party – within a reasonable time – of its intention to hold such event;
- b. Invite a representative of the other Party to such event, if applicable;
- c. Offer the representative of the other Party the opportunity to speak at the event, if applicable;
- d. Reference the participation of the other Party;
- e. Forward – within a reasonable time – the content of the event to the other Party for comment.

The Parties acknowledge that certain exceptional circumstances may require them to depart from the requirements of this section.

**12.4 Referencing ÉEQ** In its main public comments relating to the purpose of this Agreement, whether in print or electronic format, the Signatory Body shall reference ÉEQ's participation in accordance with ÉEQ's guidelines and graphic standards.

**12.5 Using Parties' names and logos** Any use by a Party of the other Party's logo shall require the authorization of such other Party and shall comply with the guidelines and graphic standards relating to logos.

**12.6 Delivery of visibility components** Visibility components referencing the other Party shall be sent to such other Party not later than forty-eight (48) working hours before the dissemination thereof or before the public event is held.

**13 DATA TRANSMISSION, USE, AND CONFIDENTIALITY** ÉEQ agrees to develop and operate an online data management system accessible to the Signatory Body for the transmission of data relating to the technical and financial accountability arising from this Agreement (the "**Contract Management Platform**").

The Signatory Body agrees to use the Contract Management Platform to transmit to ÉEQ the information provided for in the Agreement.

ÉEQ agrees to support the Signatory Body in its use of the Contract Management Platform. ÉEQ shall also develop tools to facilitate the

transfer of information from the Signatory Body's databases to the Contract Management Platform.

All data entered in the Contract Management Platform and transmitted to ÉEQ shall be deemed valid by the Signatory Body and is jointly owned by the Parties.

The Signatory Body may not use an alternative method of transmitting information to ÉEQ where the Agreement provides that such transmission shall be made through the Contract Management Platform. In the event of a breakdown or inaccessibility of the Contract Management Platform, the Signatory Body may transmit the required information to ÉEQ by other electronic means.

ÉEQ shall supervise and provide training on the use of the Contract Management Platform's online data management system to ensure the validity and compliance of entries.

In order to fulfill its obligations under the Regulation and at the request of the government, ÉEQ shall share with the government the raw data received from the Signatory Body as well as the results of the processing thereof.

Once the raw data has been processed by ÉEQ, the results thereof shall be made available to the Signatory Body for use or dissemination.

#### **14 INSURANCE**

The Signatory Body agrees to maintain in force, for the term of the Agreement, property damage and civil liability insurance with a minimum value of one million dollars (\$1,000,000.00) covering all the Signatory Body's activities and obligations set forth in the Agreement.

If the Signatory Body is self-insured, it shall inform ÉEQ thereof and shall then be exempted from the obligation to carry such insurance.

The Signatory Body shall inform ÉEQ forthwith of any claim made in connection with this Agreement.

The Signatory Body acknowledges that ÉEQ shall not be held liable for any damage of any nature whatsoever caused through the fault of the Signatory Body, its Agent or a third party.

#### **15 DISPUTE RESOLUTION**

In the event of a dispute arising from the Agreement or relating to its interpretation or application, should the Parties fail to resolve all or some of the issues in dispute through discussion:

- a. Either Party may send a written notice to the other requesting negotiations. The notice must be sent as promptly as possible in order to prevent additional damage and must specify the issues involved.
- b. The negotiations must take place between a representative designated by ÉEQ and a representative designated by the Signatory Body who oversees the Agreement's execution or management.
- c. All information exchanged during such negotiations will be considered as "without prejudice" information communicated for the purposes of negotiating an agreement, and be considered as confidential information protected by settlement privilege by the Parties and their representatives, unless otherwise provided by law. However, evidence that is otherwise admissible or that can be communicated will not be rendered inadmissible or non-discoverable by virtue of the fact that it was used during the negotiations.

- d. If the Parties fail to resolve all the issues in dispute or if some of the issues remain within ten (10) days after such notice is sent, the Parties shall seek to resolve the issues in dispute through mediation in accordance with the mediation terms and conditions set forth in Schedule F.
- e. If mediation fails, the Parties can have recourse to the ordinary courts.

**16 FOLLOW-UP AND SUPPORT**

ÉEQ may organize follow-up and support activities for the Signatory Body in connection with the application of the Agreement.

ÉEQ shall submit a request to the Signatory Body, which shall ensure that ÉEQ be granted access to the Territory of Application, the premises and the personnel, pursuant to the terms and conditions agreed to between the Parties.

These activities may include, among other things, support in respect of accountability, support for IAE measures, as well as an analysis of the quality and quantity of Recyclable Materials collected on the Territory of Application.

**17 ASSIGNMENT**

Subject to section 8, no Party may assign or delegate its rights and obligations under this Agreement without the express prior consent of the other Party, which consent shall not be unreasonably withheld. The Party initiating the assignment must send a notice of assignment to the other Party at least four (4) months before the desired date. The assignment must be the subject of an amendment to the Agreement under section 18.1

**18 AMENDMENT**

**18.1 All amendments to be in writing**

In general, the Agreement shall not be amended unless both Parties agree.

Any Party may request an amendment, and the Parties agree to negotiate in good faith to give effect to such request.

No amendment to this Agreement shall be valid unless it is in writing, signed by the Parties and expressly refers to this Agreement, with the exception of amendments to certain Schedules, which shall be made in accordance with sections 18.2 to 18.6.

**18.2 Amendment to Schedule A**

Where ÉEQ amends the list of acceptable Recyclable Materials and non-acceptable materials in the selective collection, which list is attached hereto as Schedule A, ÉEQ shall inform the Signatory Body thereof within three (3) months before the amendment takes effect.

Where the amendment made by ÉEQ results in new obligations for the Signatory Body, the Parties shall agree on any adjustments to be made to the financial provisions.

**18.3 Amendment to Schedule C**

If ÉEQ amends a delivery point identified in Schedule C, ÉEQ shall inform the Signatory Body thereof three (3) months before the amendment takes effect. The Parties acknowledge however that exceptional circumstances might prevent ÉEQ from meeting this deadline. In the event that the new delivery point designated by ÉEQ entails an increase in collection and transportation costs, ÉEQ shall assume the additional costs thereof.

Each year, the Signatory Body shall update the number of Occupancy Units for the clients served, by means of an updated Schedule C.

All other amendments to Schedule C shall be made in accordance with section 18.1.

**18.4 Amendment to Schedule D**

In the event that the Signatory Body is responsible for the collection and transportation of Recyclable Materials recovered in its Ecocentres or its Drop-off Points for Voluntary Disposal and ÉEQ changes a delivery point identified in Schedule D, ÉEQ shall inform the Signatory Body thereof three (3) months before the amendment takes effect. The Parties acknowledge however that exceptional circumstances might prevent ÉEQ from meeting this deadline. In the event that the new delivery point designated by ÉEQ entails an increase in collection and transportation costs, ÉEQ shall assume the additional costs thereof.

Each year, the Signatory Body shall update the number of Occupancy Units served by its Ecocentres and its Drop-off Points for Voluntary Disposal, by means of an updated Schedule D.

All other amendments to Schedule D shall be made in accordance with section 18.1.

**18.5 Amendment to Schedule E**

The contact details of the Parties shall be kept up to date for the term of the Agreement. The Parties shall inform one another of any changes forthwith upon the occurrence thereof by completing and transmitting an amended Schedule E, which shall replace the previous Schedule E as soon as it is received by the other Party.

**18.6 Amendment to Schedule G**

ÉEQ may amend the mandatory standard terms set forth in Schedule G. Such amendments shall not affect the contracts already awarded by the Signatory Body, except where such amendment is an accessory to the contract and does not change the nature thereof.

Where an amendment occurs during a call for tender procedure, the Signatory Body shall incorporate such amendment into its call for tender documents by means of an addendum.

**18.7 Schedule amendment procedure**

In order to make amendments to Schedules A, C, D or G in accordance with the provisions of sections 18.2, 18.3, 18.4 and 18.6, ÉEQ shall send an updated schedule to the Signatory Body through the Contract Management Platform.

The amendment shall take effect on the date stated in the updated schedule, or, otherwise, thirty (30) days after the amendment was sent.

The Signatory Body shall confirm that it has read and accepted the terms of the updated schedule within thirty (30) days of being notified thereof through the Contract Management Platform

All schedules to this Agreement, including all updated versions thereof made in accordance with this procedure, shall form an integral part hereof.



**19 FORCE MAJEURE**

The Parties are released from their obligations hereunder as a result of any event of force majeure. The Party thus released from its obligations shall implement the appropriate measures to prevent, mitigate, or put an end to this situation so as to continue the full performance of its obligations as soon as possible. Where appropriate, the operational and financial implementation of such measures shall be agreed to between the Parties.

**20 EXECUTION OF AGREEMENT**

The Parties agree that any signature may be affixed by any technological means in accordance with the *Act to establish a legal framework for information technology* (CQLR, c.C-1.1).

## CHAPTER II. CLIENTS SERVED

### 21 CLIENTS SERVED BY THE SIGNATORY BODY

The clients served by the Signatory Body under this Agreement shall include the following categories for the Territory of Application:

- a. All residential buildings with less than nine (9) units;
- b. All IBI similar to the residential sector;
- c. All educational establishments other than university institutions;
- d. Outdoor Public Places already served.

The following categories may be included in whole or in part, or not included at all among the clients served by the Signatory Body:

- a. Residential buildings of nine (9) units or more;
- b. IBI non-similar to the residential sector, including university institutions.

The inclusion of such categories among clients served by the Signatory Body shall be agreed to between the Parties on the basis of the following criteria:

- a. Such categories are already being served by the Signatory Body or by a municipality or other body present on the Territory of Application;
- b. The coverage rate of this service is high;
- c. The number of Occupancy Units to be served warrants a dedicated collection route;
- d. The Signatory Body is capable of offering collection and transportation services to these clients and, among other things, following up on collection and transportation activities and providing support for these clients, and IAE activities.

Schedule C confirms the types of clients within the clients served by the Signatory Body based on the provisions of this section. Schedule C shows the number of Occupancy Units for each category of clients served by the Signatory Body.

### 22 CLIENTS NOT SERVED BY THE SIGNATORY BODY

ÉEQ shall be responsible for any clients on the Territory of Application which are not included among the clients served by the Signatory Body as indicated in Schedule C.

For the purposes of this section, responsibility shall mean:

- a. Ensuring the collection and transportation of Recyclable Materials from the various categories of clients in accordance with the timeframe set out in the Regulation;
- b. Ensuring the collection and transportation of Recyclable Materials from IBI non-similar to the residential sector that were served by a Municipal Body or an Aboriginal Community when the Regulation came into force;
- c. Providing customer service in connection with the collection and transportation of Recyclable Materials;
- d. Carrying out IAE measures to encourage adherence and compliance with the selective collection system.

### 23 INFORMATION ON CLIENTS TO BE SERVED

The Signatory Body shall, in accordance with the Regulation, provide ÉEQ with the required documents and information to enable it to fulfill its responsibilities and obligations.

As a supplement to Schedule C, the Signatory Body shall provide ÉEQ with the number and location of the Outdoor Public Places

served by it, not later than twelve (12) months following the effective date of this Agreement:

Upon request by ÉEQ, the Signatory Body shall, within the time agreed to by the Parties, provide:

- (a) A list of the addresses of residential buildings with nine (9) or more units served by the Signatory Body;
- (b) A list of the addresses of industrial, business or institutional buildings (IBI) served by the Signatory Body.

## CHAPTER III. COLLECTION AND TRANSPORTATION UNDERTAKINGS

### 24 DOOR-TO-DOOR

#### 24.1 Access to services

The Signatory Body shall offer Door-to-Door collection to all clients served, as identified in Schedule C.

The Signatory Body shall ensure that the clients served shall have a sufficient number of collection containers at their disposal. Where this is not the case, the Signatory Body shall identify the buildings concerned, estimate and supply the number of collection containers required in accordance with the provisions of this Agreement.

The Signatory Body shall, for the entire term of this Agreement, ensure that the new Occupancy Units added to the list of clients served shall have a sufficient number of collection containers and are served.

#### 24.2 Acceptable Recyclable Materials

The list of acceptable Recyclable Materials and non-acceptable materials (contamination) for Door-to-Door collection is attached hereto as Schedule A.

#### 24.3 Used collection containers

Door-to-Door collection of Recyclable Materials using 240-or-360-litre blue wheeled bins with European grips is mandatory for:

- a. Residential buildings with less than nine (9) units;
- b. IBI similar to the residential sector;
- c. Educational establishments other than university institutions.

Door-to-Door collection of materials using front-load containers is mandatory for:

- a. Residential buildings of nine (9) or more units;
- b. IBI non-similar to the residential sector, including university institutions.

Schedule C describes the exceptions and derogations agreed to between the Parties as to the collection containers used for the various categories of clients served by the Signatory Body.

##### 24.3.1 Blue wheeled bins

Blue wheeled bins shall be used only for the collection of Recyclable Materials.

The use of wheeled bins that are in good condition and not blue for the collection of Recyclable Materials shall be allowed until they need to be replaced. The Parties will agree on a replacement plan to provide for a gradual roll-out of the replacement.

##### 24.3.2 Number of collection containers per Occupancy Unit

In accordance with the provisions of Chapter IV, the Signatory Body shall ensure that each Occupancy Unit has a collection container. One collection container may be used for more than one unit; the Signatory Body shall assess the number of collection containers required, taking into account the average quantity of materials generated, the built environment, and the available space.

If residential buildings of nine (9) or more units or IBI non-similar to the residential sector (including university institutions) are included in the clients served by the Signatory Body, in accordance with Schedule C, ÉEQ agrees to provide – not later than twelve (12)

months after the execution of the Agreement – a guide for determining the minimum volume of collection containers.

If the Signatory Body is of the opinion that the situation warrants it, it may, upon request from an Occupancy Unit, provide such unit with an additional wheeled bin or a larger capacity container.

Notwithstanding the foregoing, the maximum number of wheeled bins per IBI similar to the residential sector shall be six (6).

#### **24.4 Collection frequency**

Collection frequency for clients served via wheeled bins is once every two (2) weeks.

Collection frequency for clients served via containers is once every two (2) weeks.

Schedule C describes the exceptions and derogations agreed to between the Parties as to collection frequencies.

#### **24.5 Surplus**

If it so wishes, the Signatory Body may allow surpluses to be deposited next to a wheeled bin on collection days until December 31, 2025. After that date, no surpluses deposited beside or on top of a wheeled bin or container shall be allowed. In this case, the price schedule shall allow the bidder to provide a price for these two situations.

Notwithstanding the foregoing, the Signatory Body may provide for the possibility of collecting surplus next to a wheeled bin on the collection day following July 1 and the collection day following December 25.

### **25 OUTDOOR PUBLIC PLACES**

#### **25.1 Serving Outdoor Public Places**

The Regulation provides that ÉEQ shall draw up, and submit to the Government, a plan describing how it intends to comply with the obligation to collect and transport Recyclable Materials from Outdoor Public Places.

Until ÉEQ implements its service plan for Outdoor Public Places, the Signatory Body shall continue to provide service to Outdoor Public Places it already serves with existing recovery equipment.

Recovered materials from the recovery equipment dedicated to Recyclable Materials located in Outdoor Public Places shall be collected and transported by either the Signatory Body itself or one of its Agents.

Service shall comply with the following criteria:

- a. Outdoor Public Places may have fixed or mobile recovery equipment;
- b. Recovery equipment must have an opening that allows the proper recovery of all Recyclable Materials;
- c. The minimum capacity of recovery equipment is 60 litres for Recyclable Materials;
- d. Recyclable Materials recovery equipment is paired with dedicated waste equipment;
- e. The recovery equipment must be emptied regularly to avoid overflow;
- f. In order for users to distinguish the Recyclable Materials collection from the rest of the collection, recovery equipment features both written information and pictograms, including the Möbius strip;

- g. With some exceptions, there shall be no mixing of recovered materials with waste or another material stream other than Recyclable Materials during the collection process;
- h. The Signatory Body must transport recovered materials to the delivery point identified by ÉEQ.

If, when collecting Recyclable Materials from the recovery equipment, the employee of the Signatory Body or of the Agent finds that the equipment contains a proportion representing more than one third contamination, a hazardous residue or a residue otherwise likely to jeopardize the proper sorting of the Recyclable Materials, the employee of the Signatory Body or Agent shall dispose of such materials with the waste.

## **25.2 Addition of Outdoor Public Places to be served**

Until such time as ÉEQ implements its service plan for Outdoor Public Places, if the Signatory Body wishes to service a new Outdoor Public Place or replace existing recovery equipment with significantly different recovery equipment, it shall submit a request to ÉEQ, whose consent shall not be unreasonably withheld.

## **25.3 Limitations**

In the event that the Signatory Body fails to meet the criteria for servicing Outdoor Public Places as defined in section 25.1:

- a. The Signatory Body and ÉEQ shall agree on the corrective measures to be implemented; and
- b. Secondly, if a recurring or persistent failure to meet the criteria for servicing Outdoor Public Places as defined in Article 25.1 is noted, ÉEQ may withhold payment for the proportion of non-compliant installations or operations.

## **25.4 Service plan for Outdoor Public Places**

Where ÉEQ adopts a service plan for Outdoor Public Places, in accordance with the time periods set out in the Regulation, ÉEQ shall inform the Signatory Body thereof and, if applicable, shall indicate as soon as possible whether such plan modifies the obligations of the Signatory Body or ÉEQ with respect to the service of such places.

The service plan implemented by ÉEQ in accordance with the Regulation shall take precedence over the provisions of this Agreement.

ÉEQ may, in its service plan, include the Outdoor Public Places of municipalities with a population of fewer than twenty-five thousand (25,000) inhabitants.

In such case, municipalities with a population of fewer than 25,000 inhabitants that are not covered by ÉEQ's service plan for Outdoor Public Places may continue to provide service to their Outdoor Public Places and to receive the payments set forth in this Agreement.

## **26 SUPPLIER OF COLLECTION AND TRANSPORTATION SERVICES**

### **26.1 Outsourcing**

If the Signatory Body enters into a contract with an Agent for the provision of collection and transportation services for Recyclable Materials, either Door-to-Door or in Outdoor Public Places, on all or part of the Territory of Application, the Signatory Body shall inform ÉEQ thereof on the Contract Management Platform.

### **26.1.1 Contract award process**

#### **26.1.1.1 Solicitation method**

The Signatory Body shall issue a public call for tenders to enter into any contract with an Agent for the provision of collection and transportation services for Recyclable Materials.

#### **26.1.1.2 Award procedure**

The Signatory Body shall select the lowest compliant bidder to award any contract solicited for the provision of collection and transportation services for Recyclable Materials, without using a tender weighing and evaluation system.

Notwithstanding the foregoing, the Parties may agree that the Signatory Body could use an award procedure with a tender weighing and qualitative evaluation system, and further agree on the criteria and the weighing thereof:

- a. If such criteria would facilitate the participation of social economy enterprises within the meaning of section 3 of the *Social Economy Act* (CQLR, c E-1.1.1);
- b. If the Signatory Body was already using this award procedure for its collection and transportation contracts and its approach is tried and tested and the results thereof conclusive.

#### **26.1.1.3 Minimum periods of time**

The Signatory Body shall comply with the following time periods:

- a. Minimum period for receipt of tenders after publication of call for tenders: one (1) month;
- b. Minimum period between the contract award date and the start of collection services: eight (8) months.

Exceptionally, where such time periods are not practicable due to the execution date of this Agreement or the end date of the collection and transportation contract to which the Signatory Body is a party, ÉEQ may agree with the Signatory Body to shorter time periods.

#### **26.1.1.4 Separate contract per collection container type**

The Signatory Body shall award separate contracts for the provision of collection and transportation services based on the types of collection containers used, such as wheeled bins and front-load containers, and the equipment required to collect them. Such contracts shall cover the entire Territory of Application, unless the Parties agree to award contracts for collection sub-territories (section 26.1.1.6).

Separate contracts may be awarded by means of separate calls for tenders or by separate lots within the same call for tenders, allowing the Signatory Body to select different tenderers for each lot.

Exceptionally, when the number of collection containers does not justify a separate call for tenders, ÉEQ may authorize the Signatory Body to group all types of collection containers into the same call for tenders. A request for such authorization shall be made by the Signatory Body on the Contract Management Platform.

#### **26.1.1.5 Exclusive call for tenders and contract for the collection and transportation of Recyclable Materials**

The call for tenders is exclusive to the provision of collection and transportation services for Recyclable Materials, with the exception of contracts for collection and transportation in Outdoor Public Places.

However, it is possible for the Signatory Body to proceed with a call for tenders for different collection routes, as long as tenderers are required to quote a separate price for the collection and

transportation of Recyclable Materials, with the exception of contracts for collection and transportation in Outdoor Public Places.

In this latter case, the call for tenders shall specify that it consists of multiple lots and that the contract for the Recyclable materials lot will be awarded to the lowest compliant bidder for that lot. In addition, the call for tenders shall specify that, in order to be considered, bids must include a separate and proportional price for the Recyclable Materials, as opposed to the other lots, for which bidders may bid, but are not required to do so.

**26.1.1.6 Territory of Application divided into sub-territories for collection purposes**

Based on the characteristics of the Territory of Application and the clients served by the Signatory Body, including the number of kilometres of streets to be covered and the number of Occupancy Units served, ÉEQ may exceptionally authorize the Signatory Body to divide the Territory of Application into collection sub-territories and award separate contracts. Such authorization shall be requested by the Signatory Body.

**26.1.1.7 Mandatory standard terms**

ÉEQ shall provide mandatory standard terms which the Signatory Body shall incorporate unchanged into its call for tender documents for the provision of the following Recyclable Material collection and transportation services:

- a. Door-to-Door collection and transportation;
- b. Collection and transportation in Outdoor Public Places.

The mandatory standard terms are set out in Schedule G.

The mandatory standard terms do not constitute a complete call for tender document. The responsibility for producing complete documents shall lie with the Signatory Body.

ÉEQ may authorize a Signatory Body to use an equivalent clause in lieu of a mandatory standard clause. Such authorization shall be requested in writing by the Signatory Body. ÉEQ shall authorize or reject the equivalent clause within thirty (30) days following receipt of the Signatory Body's request.

**26.1.1.8 Compliance of tender documents with provisions of this Agreement**

The Signatory Body shall ensure that its tender documents are in compliance with the provisions of this Agreement.

The Signatory Body shall at all times remain solely liable to ÉEQ for the performance of this Agreement.

**26.1.1.9 Term of the contract**

Any new contract awarded hereunder for the provision of collection and transportation services shall come into force on the day following the end date of the previous contract and shall run until the end date of this Agreement.

The Parties may agree to include annual renewal options of not more than one (1) year each, which renewal options may be exercised by the Signatory Body as part of a renewal of this Agreement in accordance with the provisions of section 4.2.

Notwithstanding the foregoing first paragraph, in order to allow ÉEQ to implement its service plan for Outdoor Public Places as prescribed by the Regulation, a contract for the provision of collection and transportation services in Outdoor Public Places shall terminate on September 30, 2027 and include annual renewal options of not more than one (1) year each which shall not exceed the term of this Agreement. Such renewal options may be exercised by the Signatory Body with the prior authorization of ÉEQ.



#### **26.1.1.10 Collection days**

##### **26.1.1.10.1 Collection day - Mandatory option**

The Signatory Body shall make a balanced distribution of the Occupancy Units to be served over four (4) or five (5) days per week, and the bidder shall provide a price for this option.

##### **26.1.1.10.2 Collection days - Additional options at Signatory Body's discretion**

The Signatory Body may add one or both of the following options to the call for tender documents and price schedule:

- a. Collection days preferred by the Signatory Body which differ from the collection days set forth in section 26.1.1.10.1 hereof, and the bidder shall be required to provide a price for this option;
- b. Collection days proposed by the bidder, who is not required to propose any; if the bidder does propose collection days, it shall be required to provide a price for this option.

The inclusion of additional options by the Signatory Body does not exempt it from awarding the contract to the lowest compliant bidder even, all options considered.

#### **26.1.1.11 Delivery point**

ÉEQ shall, in Schedule C, identify the delivery point where the Recyclable Materials collected on the Territory of Application, both Door-to-Door and in Outdoor Public Places, are to be brought. This same delivery point shall be identified by the Signatory Body in its call for tender documents related to the provision of collection and transportation services for Recyclable Materials.

If a change in delivery point is required for all or part of the term of the contract, ÉEQ shall inform the Signatory Body thereof in writing, whereupon the Signatory Body shall inform its Agent forthwith and apply the price adjustment in case of change in the delivery point clause, in accordance with the provisions of its contract.

##### **26.1.1.12 Estimate of contract price**

The Signatory Body shall estimate the contract price before issuing the call for tenders.

##### **26.1.1.13 Involvement of ÉEQ in Signatory Body's tendering and contract award process**

###### **26.1.1.13.1 Preparation of call for tender documents**

Prior to publication of the call for tenders, the Signatory Body shall provide ÉEQ with its call for tender documents and its estimate of the contract price for comment, not later than twenty-one (21) days before the planned publication date.

ÉEQ may, within a period of fourteen (14) days, submit its assessment of the documents to the Signatory Body.

If ÉEQ finds that the call for tender documents are not in compliance with this Agreement, ÉEQ shall inform the Signatory Body thereof within fourteen (14) days. The Parties shall then agree on the adjustments to be made before publication of the call for tenders.

###### **26.1.1.13.2 Addenda**

The Signatory Body shall ensure that the addenda published are in compliance with the Agreement.

**26.1.1.13.3 Analysis of the bids**

ÉEQ shall issue an opinion on contracts that present either of the following characteristics:

- a. A bid with a price of more than two million dollars (\$2,000,000) and fulfilling one of the following conditions:
  - i. A difference of more than 20% between the price of the lowest compliant bidder and that of the second-lowest compliant bidder;
  - ii. A difference of more than 20% between the contract price as estimated by the Signatory Body and the price of the lowest compliant bidder.

Before the contract is awarded, the Signatory Body shall provide ÉEQ with a compilation of the prices of all the tenders received and ÉEQ shall guarantee the confidentiality thereof. The Signatory Body shall give ÉEQ the opportunity to issue its opinion within fourteen (14) days.

ÉEQ may advise the Signatory Body to postpone awarding the contract until the Parties have agreed on a concerted approach to the awarding of the contract. Where applicable, the Parties shall take the necessary measures to avoid a breakdown in service.

If the Signatory Body has not received any tenders, the Parties shall agree on the necessary measures to avoid a breakdown in service.

**26.1.1.13.4 Contract awarded**

Within fifteen (15) days following the award, the Signatory Body shall provide ÉEQ with a copy of the resolution and a copy of the contract entered into, including the call for tender documents, addenda and Agent's price schedule.

**26.1.2 During the performance of the contract**

**26.1.2.1 Meetings with Agent and occasional feedback**

The Signatory Body shall hold a kick-off meeting with the Agent.

To resolve a specific problem, if any, the Signatory Body shall hold occasional meetings or correspond in writing with the Agent.

The Signatory Body shall keep minutes of the meetings.

Minutes kept by the Signatory Body, as well as all correspondence between the Signatory Body and the Agent concerning the resolution of a problem, shall be retained by the Signatory Body for the entire term of the contract with the Agent and shall be used to document the file for the performance evaluation set forth in section 26.1.2.3.

ÉEQ may ask to attend these meetings, if necessary, and may request copies of the minutes and correspondence.

**26.1.2.2 Contract management**

The Signatory Body shall provide:

- a. Administrative monitoring of contract performance, including, among other things, following up on and processing invoices, checking weight slips and all other documents that the Agent is required to provide to the Signatory Body under the contract;
- b. Operational monitoring of contract performance, including compliance of the Agent's operations with the technical and administrative requirements set out in the contract and the imposition of penalties, where justified;

- c. The uninterrupted provision of collection and transportation services under this Agreement in the event of a default by its Agent, by all necessary and reasonable means at its disposal, including executing performance bonds, relying on a surety or awarding a new service contract. Where applicable, the financial implementation of such measures shall be agreed upon between the Parties.

### **26.1.2.3 Performance evaluation**

The Signatory Body shall conduct a rigorous, documented and written monitoring of contract performance (dates, locations, observations, corrective action required, and penalties), acting as a reasonable person, and shall inform the Agent in writing of any deficiencies noted throughout the performance of the contract.

The Signatory Body shall, upon the expiry of the contract, evaluate the Agent's performance using the performance evaluation form set forth in the contract. The completed performance evaluation report shall be provided to the Agent and to ÉEQ.

In the event that the Agent's performance proves to be unsatisfactory, the Signatory Body shall ratify the evaluation report by resolution of its board.

### **26.2 In-house**

If the Signatory Body performs the collection and transportation services in-house, with its own personnel and equipment, either Door-to-Door or in Outdoor Public Places, on all or part of the Territory of Application, it shall inform ÉEQ thereof on the Contract Management Platform.

Where applicables, as a supplier of collection and transportation services, the Signatory Body agrees to comply with such obligations set out in this Agreement as are applicable to an Agent and, more particularly, the obligations set out in the mandatory standard terms, *mutatis mutandis*.

### **27 ON-SITE MONITORING OF COLLECTION ACTIVITIES BY SIGNATORY BODY**

The Signatory Body shall monitor collection and transportation operations on the Territory of Application and for the clients served under this Agreement. In particular, the Signatory Body shall ensure that collection operations are carried out in accordance with prescribed terms and conditions.

The Signatory Body shall record anomalies and deficiencies (e.g. obvious presence of non-acceptable materials or materials deposited in wrong containers). The compilation of anomalies shall be retained for the entire term of the contract with the Agent. ÉEQ may consult such information.

The Signatory Body shall notify ÉEQ upon being made aware of a major incident. A major incident shall mean any of the following events:

- Fire;
- Collision with major damage to collection truck or other vehicles involved;
- Damage to public or private infrastructure (e.g. an overpass);
- Violent altercation with a member of the public;
- Impaired driving;
- Unloading of collected Recyclable Materials in a place other than a designated delivery point;
- Accident resulting in serious injury or death;
- Any other situation likely to cause significant disruption to the collection operations, give rise to legal action or lead to ÉEQ being named in the media.

## **28 CONTAMINATION IN MATERIALS RECOVERED BY CLIENTS SERVED BY SIGNATORY BODY**

### **28.1 Definition of contamination**

Contamination is any material, product or substance that is not covered by the Regulation. A list of examples of contaminants is attached hereto in Schedule A.

For the purposes of this Agreement, containers covered by the *Regulation respecting the development, implementation and financial support of a deposit-refund system for certain containers* (CQLR, c Q-2, r 16.1) are not considered to be contamination and are excluded from the calculation of the contamination rate (section 28.2).

In the event that another product covered by the *Regulation respecting the recovery and reclamation of products by enterprises* (CQLR, c Q-2, r 40.1) is subject to harmonization measures between ÉEQ and the recognized management body responsible for the implementation of a recovery and reclamation program for that product, ÉEQ shall inform the Signatory Body thereof. If applicable, ÉEQ shall amend the list of acceptable Recyclable Materials and non-acceptable materials in the selective collection, in accordance with the terms of section 18.2.

### **28.2 Measuring contamination**

#### **28.2.1 Method used to measure contamination level**

To measure contamination in the Recyclable Materials collected, ÉEQ shall perform a characterization using samples taken at the entrance to the sorting centres and transfer stations.

Samples taken as part of the characterisation process are taken in accordance with a sampling plan that factors in the seasons.

The contamination rate of the Recyclable Materials collected is calculated by dividing the mass of contaminants in the sample by the total mass of the sample.

An average annual contamination rate is calculated based on all the samples.

#### **28.2.2 Contamination rate specific to Territory of Application**

During the first year of the collection and transportation services provided hereunder, ÉEQ shall carry out a contamination measurement specific to the Territory of Application.

ÉEQ shall inform the Signatory Body of the average contamination rate that has been measured specifically in its Territory of Application.

### **28.3 Contamination reduction plan**

#### **28.3.1 Developing a contamination reduction plan**

In the second year of the collection and transportation services provided hereunder, the Signatory Body shall, in collaboration with ÉEQ, develop an annual contamination reduction plan. Implementation of the plan shall commence not later than at the start

of the third year of the collection and transportation services provided hereunder. This plan shall include:

- a. The contamination reduction target agreed to by the Parties;
- b. The measures to be taken by each of the Parties to achieve such target;
- c. The financial terms for reimbursing or offsetting the costs of implementing the measures set forth in the plan.

**28.3.2 Implementing and updating the contamination reduction plan**

The Signatory Body shall record the measures taken during the year and document the results achieved and lessons learned in a report on the implementation of the plan.

The Signatory Body shall, in collaboration with ÉEQ, update its contamination reduction plan annually, based on the most recent average contamination rate measured by ÉEQ on its Territory of Application, and based on lessons learned from the measures taken in previous years.

**28.4 Loading of Recyclable Materials with abnormal or excessive contamination**

When a sorting centre or transfer station receives a load of Recyclable Materials showing abnormal or excessive contamination and notifies ÉEQ thereof, ÉEQ shall immediately inform the Signatory Body of the materials' origin.

The Parties shall agree on the measures to be taken to rectify the situation and prevent the recurrence thereof.

**28.5 Awareness and education measures relating to contamination**

Pursuant to the obligations set out in the Regulation, ÉEQ shall implement IAE measures to encourage the participation of all clients subject to selective collection, to inform all such clients about the materials subject to selective collection, and to improve the quality of the materials recovered.

**29 OWNERSHIP OF THE MATERIALS**

ÉEQ shall become the owner of materials deposited in the collection container upon the Signatory Body or its Agent taking possession thereof when collecting Door-to-Door or in Outdoor Public Places.

## CHAPTER IV. UNDERTAKINGS REGARDING THE MANAGEMENT OF COLLECTION CONTAINERS

### 30 WHEELED BINS

#### 30.1 Supply of wheeled bins and spare parts

Pursuant to the provisions of the Regulation, ÉEQ shall assume the costs of purchasing, repairing, replacing and distributing the wheeled bins for clients covered by the Regulation.

ÉEQ shall select the suppliers to which it shall award contracts for the supply of wheeled bins and spare parts.

ÉEQ shall purchase wheeled bins and spare parts based on annual projections shared by the Signatory Body in accordance with section 30.1.2.

#### 30.1.1 Ordering wheeled bins and spare parts

Based on the procedure established by ÉEQ and conveyed to the Signatory Body, the Signatory Body shall:

- a. Inform ÉEQ of the quantities of wheeled bins and spare parts remaining from its previous order from ÉEQ suppliers, if any;
- b. Order wheeled bins and spare parts directly from ÉEQ suppliers;
- c. Give the supplier the address or list of addresses for delivery of the wheeled bins and spare parts, if the Signatory Body chooses to perform the repair, replacement and distribution services itself, pursuant to section 30.2.3.

#### 30.1.2 Projected quantities

The Signatory Body shall, on an annual basis, using the Contract Management Platform, report the projected quantities of wheeled bins and spare parts required to meet the needs of the clients served.

This information shall be sent to ÉEQ not later than December 31 of each year for the following year's expected requirements.

#### 30.1.3 Use and ownership of wheeled bins provided by ÉEQ

Wheeled bins supplied by ÉEQ:

- a. May not be used for any purpose other than the selective collection of accepted materials;
- b. Once distributed, are assigned to a specific building or location and cannot be moved;
- c. Remain the property of ÉEQ.

#### 30.1.4 Inscriptions on wheeled bins

ÉEQ shall determine whether it is necessary to add printing to the wheeled bins and, if so, shall assume the cost thereof.

Wheeled bins shall not be branded with the name of the Signatory Body.

### 30.2 Wheeled bin repair, replacement and distribution services

#### 30.2.1 Supply of services

ÉEQ shall select suppliers to which it shall award service contracts for the repair, replacement and distribution of wheeled bins.

Unless the Signatory Body elects, under section 30.2.3, to perform such services itself, it shall use the services of the suppliers identified by ÉEQ.

**30.2.2 Request for wheeled bin repair, replacement and distribution services**

Under the procedure established by ÉEQ and delivered to the Signatory Body, the latter shall:

- a. Provide the list of addresses and a detailed description of the services expected;
- b. Promotes the repair of wheeled bins rather than the replacement thereof, when their condition allows it.

**30.2.3 Provision of services by the Signatory Body**

If interested, the Signatory Body may, with the prior approval of ÉEQ, provide wheeled bin repair, replacement and distribution services itself.

The Signatory Body shall store the wheeled bins and spare parts under such appropriate conditions as to ensure the material integrity and subsequent distribution thereof.

**30.3 Excessive wear, damage due to faulty practice**

The Signatory Body shall take all reasonable steps to prevent excessive wear or damage to wheeled bins due to faulty practices.

The Signatory Body shall ensure that its Agent for the collection and transport services shall take the usual precautions to maintain the wheeled bins' integrity.

ÉEQ may refuse to assume the cost of repairing and replacing the collection container if excessive wear or damage has been caused by faulty practices on the part of the Signatory Body, the Agent, or their employees, for example by the snow removal service.

The Signatory Body shall repair or replace the collection container at its own expense when ÉEQ notifies it of such refusal.

**31 CONTAINERS**

**31.1 Container expenses**

Pursuant to the Regulation, ÉEQ shall assume the cost of supplying front-load containers for the clients referred to in the Regulation.

The financial terms for such assumption of costs are set out In Chapter VI.

**31.2 Supply of Containers**

An above-ground front-load container rental contract must be entered into for the provision of containers for Occupancy Units served by roads dedicated to container collection for clients served by the Signatory Body whose costs are assumed by ÉEQ.

A contract of this type must be entered into by the Signatory Body.

The provision of containers shall be subject to a unit price per type and per container capacity in the price schedule, and shall include the maintenance, delivery, or replacement provided by the supplier, as necessary.

**31.3 Container register**

Using the Contract Management Platform, the Signatory Body shall maintain an up-to-date register of containers associated with the clients served by the Signatory Body for which ÉEQ assumes the costs. This register includes the number, type, capacity, and location of the containers.

## **32 OUTDOOR PUBLIC PLACES**

### **32.1 Repair and replacement of recovery equipment**

The Signatory Body may repair recovery equipment dedicated to Recyclable Materials in an Outdoor Public Place or replace it with equivalent recovery equipment in the event of breakage or obsolescence. ÉEQ shall assume the costs thereof.



## CHAPTER V. IAE AND FRONT-LINE UNDERTAKINGS

### 33 IAE MATERIALS SUPPLIED TO SIGNATORY BODY

Pursuant to the Regulation, ÉEQ shall regularly provide the Signatory Body with IAE materials for distribution to the clients served. This material will be transmitted in electronic format. Several tools among the material to be supplied by ÉEQ to the Signatory Body shall be ready for printing, including:

- a. The list of acceptable Recyclable Materials and non-acceptable materials in the selective collection;
- b. Pictograms of acceptable Recyclable Materials and non-acceptable materials in the selective collection;
- c. Bin hangers and door hangers.

### 34 PRACTICAL INFORMATION

The Signatory Body shall regularly disseminate information to the clients served regarding the selective collection, in particular the list of acceptable Recyclable Materials and non-acceptable materials, collection schedules, collection procedures, client service contact information or procedures, etc.

In the event of any alterations to the selective collection service, such as changes to the list of materials, a change in the collection day, or the addition of a special seasonal collection, the Signatory Body is responsible for informing the clients served accordingly.

The Signatory Body may disseminate information on any medium it deems appropriate.

The Signatory Body may tailor the information material provided by ÉEQ to the formats of the various media selected by the Signatory Body, especially if it is intended to be included in publications for various purposes, such as a collections calendar or newsletter encompassing other collections.

Whenever the Signatory Body communicates information pertaining to the elements of this section, it must fully respect the denomination of the materials and incorporate the pictograms provided by ÉEQ.

### 35 CUSTOMER SERVICE

The Signatory Body shall provide customer service for the selective collection services offered in its Territory of Application. Customer service shall receive, process and answer requests from clients served by the Signatory Body (including requests for information, complaints and other requests).

Requests shall be received in person and by telephone during regular working hours. The customer service department shall always be accessible, whether by e-mail, online form, or other means as determined by the Signatory Body.

The Signatory Body shall ensure that employees assigned to customer service have relevant and up-to-date information on the selective collection service, that is in line with the collection terms found in the Agreement and with the information material provided by ÉEQ (section 33).

If the Signatory Body collects data and produces statistics on customer service requests, including the number of requests and the nature thereof (e.g. requests for information, complaints or other requests), or the subject matter thereof, it shall share such data and statistics with ÉEQ on an annual basis.

Customer service for selective collection can be incorporated into the Signatory Body's general client services.

**36 ON-SITE AWARENESS AND EDUCATIONAL ACTIVITIES**

On-site awareness and educational activities may be conducted by the Signatory Body regarding selective collection services for the clients served on the Territory of Application, including door-to-door canvassing by awareness and education agents to the clients served by the Signatory Body, the presence of awareness agents at local cultural, environmental, or sporting events and the holding of awareness and educational activities in municipal buildings (such as libraries and arenas).

The Signatory Body shall use the awareness and education materials provided by ÉEQ or adapt and incorporate them into its own material.

**37 IAE AND CUSTOMER SERVICE ACTIVITIES ENTRUSTED TO AN AGENT**

The Signatory Body may entrust all or part of the IAE or customer service activities to an Agent of its choice, including to any other Municipal Body or Aboriginal Community.

The Signatory Body shall inform ÉEQ of its intention to entrust IAE or customer service activities to an Agent.

No contractual obligations shall be created between ÉEQ and an Agent as a result of the Signatory Body assigning IAE or customer service activities to such Agent. If the Signatory Body entrusts the Agent with IAE or customer service activities, the Signatory Body shall guarantee compliance with the provisions of this Agreement by such Agent. Moreover, the Signatory Body shall remain the contact point for ÉEQ in the enforcement of this Agreement.

The Signatory Body shall ensure that the Agent uses the IAE material provided by ÉEQ.

The amount of the compensation paid to the Signatory Body for IAE and customer service activities (sections 43.1 and 43.2) shall not be affected by the fact that the Signatory Body outsources all or part of such activities to an Agent.

**38 QUALITY CONTROL OF SOURCE SORTING BY USER**

Before the contamination reduction plans set forth in section 28.3 come into effect, the Signatory Body may carry out quality control of source sorting by the user, during which it shall verify that the materials recovered by the clients served are not obviously contaminated.

These on-site controls shall include, but are not limited to, a visual inspection of the materials contained in the curbside collection containers and the delivery of a notice regarding the quality of source sorting by the user. This notice can take the form of a bin hanger, a door hanger or a leaflet dropped in the letterbox or affixed to the front door.

Where the Signatory Body detects the presence of contamination, it shall clearly identify – to the Agent providing collection and transportation services – which collection containers are not to be collected.

**39 ON-SITE MONITORING AND INSPECTION BY ÉEQ**

ÉEQ may carry out inspections of the collection containers and their contents at any time.

If a contravention is detected regarding the content or the disposal procedures, ÉEQ may issue a notice to the offender, after which it shall inform the Signatory Body, and the Parties shall agree on measures to be taken.

**40 FEEDBACK ON  
TERRITORY OF  
APPLICATION  
PERFORMANCE**

The Signatory Body will receive regular information regarding the performance of selective collection across the Territory of Application from ÉEQ. ÉEQ will also share information on the performance and usefulness of selective collection across Québec on an ad hoc basis.

## CHAPTER VI. FINANCIAL PROVISIONS

### 41 REIMBURSEMENT OF COLLECTION AND TRANSPORTATION COSTS

#### 41.1 Door-to-Door

##### 41.1.1 Purpose of reimbursement

ÉEQ shall reimburse the Signatory Body for expenses related to Door-to-Door collection and transportation services on the Territory of Application carried out by the Agent or in-house.

Collection and transportation services include transfer activities and post-transfer transportation, if applicable.

##### 41.1.2 Eligibility requirements

To be eligible for reimbursement, the Signatory Body shall have rendered the services set forth in section 24, and shall provide the following information on the Contract Management Platform:

- a. If services are performed by an Agent:
  - i. The documents evidencing the award of the contract to the Agent and the contract documents provided for in section 26.1.1.13.4;
  - ii. An invoice issued by the Signatory Body to ÉEQ for services rendered.
- b. If services are provided in-house:
  - i. The declaration form for the actual expenses for the collection and transportation of Recyclable Materials drawn up by ÉEQ.
- c. In both cases:
  - i. The weight report for Door-to-Door collection of wheeled bins;
  - ii. The weight report for Door-to-Door collection of front-load containers.

The Signatory Body shall make invoices and proofs of payment available to ÉEQ for a minimum period of twelve (12) months after the expiry of the Agreement and shall submit such documents to ÉEQ upon request for verification purposes.

##### 41.1.3 Calculating Reimbursement

If the services are performed by an Agent, the Agent is reimbursed based on the actual costs paid by the Signatory Body to the Agent for providing the services.

If the services are performed in-house, the reimbursement paid corresponds to the cost calculated on the declaration form for actual spending incurred for the collection and transportation of Recyclable Materials.

#### 41.2 Outdoor Public Places

##### 41.2.1 Purpose of reimbursement

ÉEQ shall reimburse the Signatory Body for expenses related to collection and transportation services for Recyclable Materials provided by the Agent or the Signatory Body itself in Outdoor Public Places on the Territory of Application.

**41.2.2 Eligibility requirements**

To be eligible for reimbursement, the Signatory Body shall have rendered the services listed in section 25 and shall provide the following information on the Contract Management Platform:

- a. If services are performed by an Agent:
  - i. The documents evidencing the award of the contract to the Agent and the contract documents provided for in section 26.1.1.13.4;
  - ii. An invoice issued by the Signatory Body to ÉEQ for services rendered.
- b. If services are provided in-house:
  - i. The declaration form for the actual expenses for the collection and transportation of Recyclable Materials drawn up by ÉEQ.

The Signatory Body shall make invoices and proofs of payment available to ÉEQ for a minimum period of twelve (12) months after the expiry of the Agreement and shall submit such documents to ÉEQ upon request for verification purposes.

**41.2.3 Calculating reimbursement**

In the event that the services are outsourced, ÉEQ shall reimburse the actual costs paid by the Signatory Body to the Agent.

If the services are performed in-house, the reimbursement paid corresponds to the cost calculated on the declaration form for the actual expenses incurred for the collection and transportation of Recyclable Materials.

**42 REIMBURSEMENT OF MANAGEMENT EXPENSES FOR COLLECTION CONTAINERS**

**42.1 Coverage of expenses based on various clients served**

ÉEQ covers the costs of supplying and maintaining the collection containers for the following clients served:

- a. Residential buildings with less than nine (9) units;
- b. IBI similar to the residential sector;
- c. Educational establishments, including university institutions;
- d. Outdoor Public Places;
- e. Residential buildings with nine (9) to nineteen (19) units.

If the Signatory Body serves the clients listed below, in accordance with Schedule C, expenses related to the supply and maintenance of collection containers shall be borne by the building owners or managers:

- a. Residential buildings with more than nineteen (19) units;
- b. IBI non-similar to the residential sector.

**42.2 Wheeled bins and spare parts**

**42.2.1 Purpose**

ÉEQ shall assume the purchase cost and delivery of new wheeled bins and spare parts, as well as wheeled bin repairs, replacements, and distributions.

**42.2.2 Eligibility requirements**

The Signatory Body shall comply with ÉEQ procedures and shall submit its projected needs for wheeled bins and spare parts within the time period prescribed, in accordance with section 30.1.2.

**42.2.3 Terms of payment** ÉEQ shall directly pay the supplier to whom it has awarded the contract.

**42.2.4 Repair, replacement and distribution services for wheeled bins provided by Signatory Body**

**42.2.4.1 Purpose of reimbursement** If the Signatory Body provides the wheeled bin repair, replacement and distribution services itself, ÉEQ shall reimburse it for any expenses incurred in connection with such services.

**42.2.4.2 Eligibility requirements** To be eligible for reimbursement, the Signatory Body shall have rendered the planned services and shall provide the following information on the Contract Management Platform:

- a. An invoice issued by the Signatory Body to ÉEQ for the services rendered.

**42.2.4.3 Calculating reimbursement** ÉEQ shall reimburse the Signatory Body for services rendered based on the unit prices set forth in the contract awarded by ÉEQ under section 30.2 to a supplier with whom the Signatory Body would have done business were it not carrying out the wheeled bin repair, replacement and distribution services itself.

**42.3 Containers**

**42.3.1 Purpose of reimbursement** ÉEQ shall reimburse the Signatory Body for the rental of above-ground front-load containers (including delivery and maintenance costs) solely for the clients identified in section 42.1.

**42.3.2 Eligibility requirements** To be eligible for reimbursement, the Signatory Body shall have rendered the planned services and shall provide the following information on the Contract Management Platform:

- a. The documents evidencing the award of the contract to the Agent and the contract documents;
- b. The updated register of containers provided for in section 31.3;
- c. An invoice issued by the Signatory Body to ÉEQ for the services rendered.

The Signatory Body shall make invoices and proofs of payment available to ÉEQ for a minimum period of twelve (12) months after the expiry of the Agreement and shall submit such documents to ÉEQ upon request for verification purposes.

**42.3.3 Calculating reimbursement** ÉEQ shall reimburse the actual costs paid by the Signatory Body to the Agent.

**42.4 Recovery equipment dedicated to Recyclable Materials in Outdoor Public Places**

**42.4.1 Purpose of reimbursement**

In the event of breakage or obsolescence, ÉEQ shall reimburse the Signatory Body for the actual costs of parts and labour for the repair and replacement of recovery equipment dedicated to Recyclable Materials in Outdoor Public Places.

**42.4.2 Eligibility requirements**

To be eligible for reimbursement, the Signatory Body shall have rendered the planned services and shall provide the following information on the Contract Management Platform:

- a. If services are performed by an Agent:
  - i. The documents evidencing the award of the contract to the Agent and the contract documents;
  - ii. An invoice issued by the Signatory Body to ÉEQ for services rendered.
- b. If services are provided in-house:
  - i. The declaration form for the actual expenses drawn up by ÉEQ.

The Signatory Body shall make invoices and proofs of payment available to ÉEQ for a minimum period of twelve (12) months after the expiry of the Agreement and shall submit such documents to ÉEQ upon request for verification purposes.

**42.4.3 Calculating reimbursement**

If the services are performed by an Agent, the reimbursement paid corresponds to the actual costs paid by the Signatory Body to the Agent.

If the services are performed in-house, the reimbursement paid corresponds to the cost calculated on the declaration form for the actual expenses incurred for services rendered.

**43 FINANCIAL COMPENSATION**

**43.1 Compensation for dissemination of practical information and customer service**

**43.1.1 Purpose of compensation**

ÉEQ shall compensate the Signatory Body for expenses incurred in the dissemination of practical information and for customer service provided by the Signatory Body in connection with selective collection.

**43.1.2 Eligibility requirements**

To be eligible for compensation, the Signatory Body shall have rendered the services set forth in sections 34 and 35 and shall provide the following information on the Contract Management Platform:

- a. Practical information initiatives carried out during the year;
- b. Measures put in place for contacting customer service and opening hours.

**43.1.3 Calculating compensation**

The compensation paid for the dissemination of practical information and customer service shall be the greater of:

- a. The lump sum amount described in Schedule H;

- b. The result of the unit rate of compensation described in Schedule H multiplied by the number of Occupancy Units served by the Signatory Body, as indicated in Schedule C.

**43.2 Compensation for onsite awareness and education activities**

**43.2.1 Purpose of compensation**

ÉEQ shall compensate the Signatory Body for expenses incurred in connection with onsite awareness and education activities, provided the Signatory Body has carried out such activities.

**43.2.2 Eligibility requirements**

To be eligible for compensation, the Signatory Body shall have carried out the activities set out in section 36 and shall provide the following information on the Contract Management Platform:

- a. A list and brief description of the onsite awareness and education activities carried out during the year.

**43.2.3 Calculating compensation**

The compensation paid for onsite awareness and education activities shall be the result of the unit rate of compensation described in Schedule H multiplied by the number of Occupancy Units served by the Signatory Body, as indicated in Schedule C.

**43.3 Compensation for quality control of source sorting by the user**

**43.3.1 Purpose of compensation**

ÉEQ shall compensate the Signatory Body for expenses incurred in connection with quality control of source sorting by the user, where the Signatory Body has carried out such controls.

**43.3.2 Eligibility requirements**

To be eligible for compensation, the Signatory Body shall have carried out the controls set forth in section 38 and shall provide the following information on the Contract Management Platform:

- a. A list and brief description of the quality control activities of source sorting by the user carried out during the year;
- b. Statistics on notices delivered to users during the year.

**43.3.3 Calculating compensation**

The compensation paid for quality control of source sorting by the user shall be the result of the unit rate of compensation described in Schedule H multiplied by the number of Occupancy Units served by the Signatory Body, as indicated in Schedule C.

**43.4 Compensation for management activities**

**43.4.1 Purpose of compensation**

ÉEQ shall compensate the Signatory Body for management costs incurred in connection with the collection and transportation of Recyclable Materials provided by the Signatory Body, in particular administrative activities and administrative and operational monitoring of the collection and transportation of Recyclable Materials, whether such services are provided by an Agent or in-house.



**43.4.2 Eligibility requirements**

To be eligible for compensation, the Signatory Body shall have carried out the management activities set forth in the Agreement and shall provide the following information on the Contract Management Platform:

- a. Supplying ÉEQ with the information it requested during the year and the information described in the Agreement, within the prescribed timeframe, where applicable.

**43.4.3 Calculating compensation**

The compensation paid for management activities shall be the greater of:

- a. The lump sum amount described in Schedule H;
- b. The result of the unit rate of compensation described in Schedule H multiplied by the number of Occupancy Units served by the Signatory Body, as indicated in Schedule C.

**44 PILOT PROJECTS**

The Parties may agree to carry out a pilot project on the Territory of Application. The purpose of a pilot project is to assess the onsite operational and financial aspects of an alternative or innovative practice.

Where the Parties agree to set up a pilot project, the terms and conditions thereof, and more particularly the financial terms, shall be set forth in a specific agreement. The specific agreement shall also specify the adaptations to be made to this Agreement, if any, for the purposes of the pilot project.

**45 DEFAULT AND PENALTIES**

**45.1 Default**

The Signatory Body shall be in default of the Agreement in each of the following events:

- a. Where the Signatory Body or its Agent fails to comply with its obligations under this Agreement.

More particularly, the Signatory Body shall be in default where it fails to comply with the nature the terms of the services set out in the Agreement in connection with the following specific aspects:

- i. The dissemination of the prescribed list of acceptable Recyclable Materials and non-acceptable materials in the selective collection;
- ii. The use of the collection containers prescribed in the Agreement;
- iii. The procedures for recovering materials in Outdoor Public Places;
- iv. The development and implementation of the contamination reduction plan agreed to with ÉEQ.

- b. Where the Signatory Body or its Agent is found to be in breach or non-compliance and has not taken diligent and reasonable steps to resolve the situation under the laws and regulations applicable to it, including the *Environment Quality Act* (CQLR, c Q-2) and the *Act respecting occupational health and safety* (CQLR, c S-2.1).

**45.2 Penalties**

If the Signatory Body is in default, ÉEQ shall notify it in writing.

ÉEQ may apply the following measures on a gradual basis:

- a. ÉEQ shall first ask the Signatory Body to remedy the situation within a prescribed time;
- b. Secondly, if the situation has not been remedied within such time, ÉEQ shall withhold the financial support provided in the Agreement for the activity in default until the situation has been remedied.

The Parties agree to hold any meeting required to find a suitable solution.

### **45.3 Corrective measures**

If ÉEQ becomes aware of the existence of a default, including a major default, it may request the Signatory Body to take the necessary measures to cure such default.

Any corrective measures implemented shall be at the expense of the Signatory Body.

No compensation or damages may be claimed by the Signatory Body as a result of the implementation of corrective measures.

## **46 SPECIFIC PENALTIES**

### **46.1 Failure to submit a declaration**

ÉEQ shall withhold payment of any reimbursement or compensation owing to a Signatory Body who fails to submit its declaration to ÉEQ within the time prescribed in section 47.3.

However, no reimbursement or compensation shall be owing to a Signatory Body who, one (1) year after expiry of the prescribed time, has not submitted the relevant declaration.

### **46.2 Termination of Agreement in the event of major default**

In the event of a recurring, unremedied or major default, ÉEQ may, at its discretion and at any time, terminate this Agreement, in whole or in part, by written notice to the Signatory Body, which notice shall specify the date of termination.

Termination of the Agreement shall not preclude ÉEQ from imposing penalties.

A major default shall include any of the following:

- a. Misrepresentation in a declaration by the Signatory Body;
- b. Non-compliance with the collection and transportation contract award procedure and terms provided for in section 26.1.1;
- c. Including services in the collection and transportation contract which are not covered by this Agreement;
- d. Serving clients not covered hereunder;
- e. Transporting materials to a delivery point other than the delivery point identified by ÉEQ in this Agreement;

In the event of termination, ÉEQ shall retain all its rights and recourses for damages, if applicable.

The Signatory Body shall not be entitled to any compensation or damages as a result of termination.

## **47 TERMS OF PAYMENT**

**47.1 Payment of reimbursements**

ÉEQ shall pay the reimbursements set forth herein to the Signatory Body.

Collection and transportation costs (section 41) and collection container management costs (section 42) shall be reimbursed on a quarterly basis, being four (4) times a year, and each payment shall be equal to one quarter of the amount for the year in question.

**47.2 Payment of compensation**

ÉEQ shall pay the Signatory Body the compensation amounts set forth herein.

The various financial compensation amounts set forth in section 43 shall be paid in one (1) single annual payment.

**47.3 Information required for payment of reimbursements and compensation**

The Signatory Body shall provide the information required by ÉEQ within forty-five (45) days following quarter-end.

Unless the Signatory Body fails to meet the eligibility conditions or unless ÉEQ has doubts about the accuracy of the data provided by the Signatory Body, ÉEQ shall pay the reimbursements within forty-five (45) days following submission of the Signatory Body's declaration.

Amounts due to the Signatory Body shall bear interest at the rate of one percent (1%) per month, up to a maximum of twelve percent (12%) per year. Under no circumstances may the Signatory Body claim the payment of penalties or additional costs because of late payment by the ÉEQ.

**47.4 Adjustment of 4<sup>th</sup> quarter payment and year-end balance**

Where applicable, the 4<sup>th</sup> quarter payment shall include:

- a. The 4<sup>th</sup> payment set forth in section 47.1;
- b. The one-time payment for the various financial compensation amounts;
- c. An adjustment based on the Signatory Body's actual expenses for collection and transportation services and for the management of collection containers, if applicable;
- d. Deductions, if any;
- e. Financial assistance, if any.

Any correction to information provided by the Signatory Body, for which information reimbursement or compensation is owing to the Signatory Body, shall be received by ÉEQ not later than sixty (60) days after the time set forth in section 47.3.

Adjustments resulting from a corrected declaration shall be made upon the 4<sup>th</sup> quarter payment for the current year.

Where calculations for the 4<sup>th</sup> quarter payment of the year show that an overpayment has been made to the Signatory Body, ÉEQ shall deduct such excess amount from the 1<sup>st</sup> quarter payment of the following year, except in the final year of the contract where ÉEQ shall require a reimbursement within ninety (90) days following the contract end date, which reimbursement shall be payable by the Signatory Body within sixty (60) days of notice.

**47.5 Annual adjustment**

**47.5.1 Annual adjustment of compensation unit rates**

All compensation unit rates and lump-sum amounts described in Schedule H shall be adjusted as at January 1 of each year, commencing in 2025, by multiplying the unit rate or lump-sum

amount to be adjusted by the ratio between the consumer price index (“CPI”) for the current year and the CPI for the previous year.

The index to be used shall be the CPI (annual average) for the whole of Quebec, published by Statistics Canada.

If the ratio between the CPI for the current year and the CPI for the previous year has more than three (3) decimal places, only the first three (3) places shall be used and the third shall be increased by one place if the fourth is greater than 4.

If the ratio between the CPI for the current year and the CPI for the previous year is less than one (1), the current compensation unit rates and lump-sum amounts shall not be adjusted and shall be maintained. Compensation unit rates and lump-sum amounts may only be adjusted upwards.

The compensation unit rate or lump sum amount resulting from the adjustment shall be rounded to the nearest cent.

**47.5.2 Annual adjustment of number of Occupancy Units**

The numbers of Occupancy Units used for the various financial compensation amounts shall be adjusted upwards or downwards based on the annual update by the Signatory Body of the declaration of the number of Occupancy Units served, which declaration is attached hereto in Schedule C.

**47.6 Verification of compliance and accuracy of information provided by Signatory Body**

**47.6.1 Documentary evidence**

ÉEQ may perform checks on the Signatory Body in particular by asking the Signatory Body to produce any document evidencing compliance, the level of service offered and amounts incurred.

**47.6.2 Audits**

ÉEQ may, at its own expense, instruct an independent auditor to carry out compliance audits on the costs and information provided to ÉEQ by the Signatory Body.

Based on the results of the audit and on the nature of the breach, ÉEQ may ask the Signatory Body to correct its reporting practices, withhold or cancel payment of a reimbursement or compensation, or suspend or terminate the Agreement.

<b>PARTIES' SIGNATURE</b>	<p><b>IN WITNESS WHEREOF</b>, the Parties sign at &lt;place&gt;,this &lt;date&gt;.</p> <p>ÉCO ENTREPRISE QUÉBEC</p> <hr/> <p>By: Maryse Vermette</p> <hr/> <p>Title: President and Chief Executive Officer</p> <hr/> <p>&lt;name of the Signatory Body&gt;</p> <hr/> <p>By: &lt;...&gt;</p> <hr/> <p>Title: &lt;...&gt;</p>
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## SCHEDULE A

### ACCEPTABLE RECYCLABLE MATERIALS AND NON-ACCEPTABLE MATERIALS FOR SELECTIVE COLLECTION

1. The following containers, packaging and printed matter, covered by the Regulation, are accepted in Door-to-Door collection:

<b>Fibres (paper and cardboard), including</b>
Circulars, journals, magazines, catalogues, telephone books
Newspapers
Sheets, envelopes
Books with a useful life of five years or less
Corrugated, boxboard or laminated cardboard boxes
Egg cartons
Cardboard rolls
Plastic-coated or uncoated paper bags
Gable-top containers (milk and juice containers)
Aseptic containers (“Tetra Pak” type)
Cardboard containers with metal or plastic bottoms and lids
Shredded paper
<b>Plastics, including</b>
Bottles, containers and packaging for food, beverages, cosmetics, personal care, and household products made of PET (#1), HDPE (#2), PVC (#3), LDPE (#4) or PP (#5) plastics
Plastic packaging bags and films, soft plastics, stretch films
Self-supporting bags
Expanded or extruded polystyrene (PS) food packaging or containers and other PS containers (#6), excluding PS cushioning packaging
Other plastics (#7), excluding degradable plastics
Capsules (coffee, tea) in PP (#5) and in PS (#6), including capsules in green bags
<b>Ferrous metals, including</b>
Cans and other steel containers, excluding pressurized steel containers (aerosol containers)
Metal hangers
<b>Aluminum, including</b>
Aluminum plates, foil, and aluminum cans, except pressurized containers (aerosol containers)
Aluminium coffee capsules
<b>Glass</b>
Glass containers and bottles

2. The following containers, packaging and printed matter, covered by the Regulation, *may also* be recovered in the Signatory Body’s Ecocentres or Drop-off Points for Voluntary Disposal:

<b>Fibre (paper and cardboard)</b>
Corrugated cardboard boxes, in a collection container dedicated to corrugated cardboard boxes
<b>Glass</b>
Glass containers and bottles, in a collection container dedicated to glass containers and bottles
<b>Containers, packaging and printed matter</b>
Comingled containers, packaging and printed matter (section 1 of this Schedule)

3. The following containers, packaging and printed matter, covered by the Regulation, *must be exclusively* recovered in Ecocentres or Drop-off Points for Voluntary Disposal:

<b>Plastics</b>
Extruded polystyrene–cushioning packaging, in a collection container dedicated to extruded polystyrene–cushioning packaging
<b>Ferrous metals and aluminium</b>
Empty aerosol containers, in a collection container dedicated to empty aerosol containers

4. Contamination is made up of any material, product, or substance that is not covered by the Regulation and that is refused by the selective collection, such as:

Contamination
Products subject to other recovery programs, including materials covered by the <i>Regulation respecting the recovery and reclamation of products by enterprises</i> , such as paint and oil containers, electronic products, agricultural containers, batteries, appliances containing coolant liquid.
Materials explicitly excluded by the Regulation, i.e., pallets designed to facilitate the handling and transport of a certain number of sales units or grouped packaging, bags used to administer solutes or medications and bags used for force-feeding, syringes (with or without needles), and pressurised containers that contain hazardous materials within the meaning of the <i>Regulation respecting hazardous materials</i> .
Clothing, textiles, footwear
Small and large appliances (e.g. stoves, dishwashers, lawnmowers, snowblowers, toasters, microwave ovens, kettles, food processors, coffee machines, power tools, etc.)
Pots, tableware, cutlery
Flat glass, light bulbs, drinking glasses, Pyrex dishes, mirrors, crystal
Garbage bags, compost bags
Plastic toys, sports equipment, bowling balls
Electronic cigarettes
Scrap metal, sheet metal, wire, pipes, nails, pins, fridge magnets, metal bottles
Food residues
Hand paper, tissues, paper towels, napkins, cotton swabs
Furniture, mattresses, carpets, garden furniture, pool covers, garden hoses, clotheslines, blinds, Christmas decoration
Lawn, leaves, branches and stumps, garden waste, soil, gravel, stones, rocks, ashes
Construction, renovation, and demolition residues (e.g. lumber, asphalt shingles, gypsum, concrete, brick, stone, asphalt, soil, ceramic tiles, linoleum and other floor coverings, heating and ventilation equipment, insulation (mineral wool, polystyrene, or other), coverings, protective plastic sheeting, household appliance pipes)
Food and non-food liquids (shampoo, laundry soap, etc.)
Diapers, pet litter, animal carcasses, syringes, cigarettes, condoms, menstrual cups

## **SCHEDULE B**

### **TERRITORY OF APPLICATION**

*[The content of this part of the Agreement will be personalized for each Signatory Body]*



## **SCHEDULE C**

### **CLIENTS SERVED AND DETAILED TERMS OF THE COLLECTION AND TRANSPORTATION SERVICES ON THE TERRITORY OF APPLICATION**

*[The content of this part of the Agreement will be personalized for each Signatory Body]*

## SCHEDULE D

### CLIENTS SERVED AND DETAILED TERMS OF SERVICES AT ECOCENTRES AND DROP-OFF POINTS FOR VOLUNTARY DISPOSAL ON THE TERRITORY OF APPLICATION

#### CHAPTER I GENERAL PROVISIONS

##### 1 DECLARATION BY THE SIGNATORY BODY

- The Signatory Body hereby declares that it has no jurisdiction in the management of Ecocentres and Drop-off Points for Voluntary Disposal and this Schedule is inapplicable to it.
- The Signatory Body declares that it has jurisdiction in the management of Ecocentres and Drop-off Points for Voluntary Disposal and undertakes to comply with Schedule D.

#### CHAPTER II UNDERTAKINGS RELATING TO RECYCLABLE MATERIAL RECOVERY SERVICES AT ECOCENTRES AND DROP-OFF POINTS FOR VOLUNTARY DISPOSAL

##### 2 ECOCENTRES AND DROP-OFF POINTS FOR VOLUNTARY DISPOSAL

###### 2.1 Acceptable Recyclable Materials

###### 2.1.1 Materials recovered exclusively at Ecocentres or Drop- off Points for Voluntary Disposal

In accordance with the list of acceptable Recyclable Materials and non-acceptable materials in selective collection, attached hereto as Schedule A, empty aerosol containers and extruded polystyrene-cushioning packaging shall be recovered exclusively at Ecocentres or Drop-off Points for Voluntary Disposal.

The Signatory Body's Ecocentres and Drop-off Points for Voluntary Disposal where empty aerosol containers and extruded polystyrene-cushioning packaging are already being recovered may continue to accept such materials.

The Signatory Body's Ecocentres and Drop-off Points for Voluntary Disposal which are able to add collection containers for the recovery of empty aerosol containers and extruded polystyrene-cushioning packaging may accept such materials.

Chapter IV of this Schedule confirms, for each of the acceptable materials, which of the Signatory Body's Ecocentres and Drop-off Points for Voluntary Disposal are available.

###### 2.1.2 Other materials accepted at Ecocentres or Drop- off Points for Voluntary Disposal

The Signatory Body's Ecocentres and Drop-off Points for Voluntary Disposal may also accept comingled recovered Recyclable Materials, as defined in section 1 of Schedule A.

The Signatory Body's Ecocentres and Drop-off Points for Voluntary Disposal may continue to accept the following materials if they are already being recovered there on the date of execution of the Agreement:

- a. Corrugated cardboard, sorted and deposited separately in a dedicated collection container;

- b. Glass containers, sorted and deposited separately in a dedicated collection container.

Chapter IV of this Schedule confirms, for each of the acceptable materials, which of the Signatory Body's Ecocentres and Drop-off Points for Voluntary Disposal are available.

## **2.2 Access to services**

All occupants of residential buildings on the Territory of Application shall have access to one of the Signatory Body's Ecocentres. The Signatory Body is free to extend access to its Ecocentres to any other client category, including clients from outside the Territory of Application.

When the Signatory Body sets up a Drop-off Point for Voluntary Disposal, all users shall have access to it.

Chapter IV of this Schedule confirms which categories of clients shall be served by the Signatory Body's Ecocentres, as well as the number of Occupancy Units served, making a distinction between those inside and those outside the Territory of Application.

## **2.3 Other access requirements**

As regards Recyclable Materials that are accepted at its Ecocentres and Drop-off Points for Voluntary Disposal, the Signatory Body shall not limit the quantity that may be brought in by users. More particularly, the following actions shall be prohibited:

- a) Limiting the volume per visit, except where a user arrives with a vehicle that is not authorized to access and drive on the site;
- b) Limiting the number of visits per year;
- c) Making users pay.

To be eligible for the compensation set forth in section 6 for use of the site, the Signatory Body's Ecocentre shall be accessible to users for a minimum of four hundred (400) hours per year. This requirement shall not apply to the reimbursement set out in section 5 for collection and transportation services at Ecocentres or Drop-off Points for Voluntary Disposal.

## **2.4 New Ecocentres and the redevelopment of existing Ecocentres**

If the Signatory Body is contemplating developing an Ecocentre or redeveloping an existing one, it shall inform ÉEQ thereof so that the Parties may take this opportunity to examine whether the Ecocentre should, and potentially can, receive Recyclable Materials that must be recovered exclusively in Ecocentres or Drop-off Points for Voluntary Disposal. These Recyclable Materials are identified in Schedule A.

# **3 COLLECTION AND TRANSPORTATION SERVICES**

## **3.1 Responsibility for collection and transportation services**

Depending on which Recyclable Materials are recovered at the Signatory Body's Ecocentres and Drop-off Points for Voluntary Disposal, the Parties shall agree on which Party shall be responsible for the collection and transportation services to the delivery point. Such responsibilities are confirmed in Chapter IV of this Schedule.

## **3.2 Operating procedures**

If the Signatory Body is responsible for the collection and transportation of the Recyclable Materials recovered at its Ecocentres or Drop-off Points for Voluntary Disposal, it shall assess and provide the type and number of collection containers required, and shall determine the collection frequency required based, in

particular, on the recorded quantities of materials received, the space available and the constraints of the site.

**3.3 Term of contract entered into between Signatory Body and Agent**

If the Signatory Body is responsible for the collection and transportation of the Recyclable Materials recovered at its Ecocentres or Drop-off Points for Voluntary Disposal and it enters into a contract with an Agent for the provision of such services, the Parties shall first agree on the term of such contract.

**3.4 Delivery point**

In Chapter IV of this Schedule, ÉEQ identifies the delivery point to which Recyclable Materials recovered in the Signatory Body's Ecocentres or Drop-off Points for Voluntary Disposal shall be transported. This same delivery point shall, where applicable, be identified by the Signatory Body in its call for tender documents for the provision of services for the collection and transportation of Recyclable Materials.

If a change of delivery point is required for all or part of the term of the contract, ÉEQ shall inform the Signatory Body thereof in writing. Where applicable, the Signatory Body shall inform its Agent forthwith.

**4 OWNERSHIP OF THE MATERIAL**

ÉEQ shall become the owner of the materials upon the Recyclable Materials being deposited in the collection containers at the Ecocentre or Drop-off Point for Voluntary Disposal.

## CHAPTER III FINANCIAL PROVISIONS

**5 REIMBURSEMENT OF COLLECTION AND TRANSPORTATION COSTS**

**5.1 Purpose of reimbursement**

If the Signatory Body is responsible for the services of collection and transportation of the Recyclable Materials recovered at its Ecocentres or Drop-Off Points for Voluntary Disposal, ÉEQ shall reimburse the Signatory Body for expenses related to such services carried out by the Agent.

**5.2 Eligibility requirements**

To be eligible for reimbursement, the Signatory Body shall have rendered the collection and transportation services set forth in sections [22](#) **Erreur ! Source du renvoi introuvable.** and [33](#), and shall provide the following information on the Contract Management Platform:

- a. The documents evidencing the award of the contract to the Agent for collection and transportation services up to the delivery point, where applicable;
- b. An invoice issued by the Signatory Body to ÉEQ for services rendered;
- c. The weight report by category of materials recovered at Ecocentres or Drop-off Points for Voluntary Disposal, and by Ecocentre or Drop-off Point for Voluntary Disposal.

The Signatory Body shall keep the invoices and proofs of payment for a minimum period of twelve (12) months following the expiry of the Agreement. The Signatory Body shall submit these documents to ÉEQ upon request for audit purposes.

- 5.3 Calculation of reimbursement** The amount reimbursed shall be equal to the actual cost paid by the Signatory Body to the Agent.
- 6 FINANCIAL COMPENSATION FOR USE OF THE SITE**
- 6.1 Purpose of the compensation** ÉEQ shall compensate the Signatory Body for expenses related to the use of the Ecocentre site, including labour present on the site and maintenance of the infrastructure, for the categories of Recyclable Materials which must be recovered at the Ecocentre.
- 6.2 Eligibility requirements** To be eligible for compensation, the Signatory Body shall make available to the clients referred to in section 2.2 an Ecocentre that complies with the operating procedures set out in section 2.3 and that accepts Recyclable Materials that must be recovered in an Ecocentre (section 2.1.1), and shall provide the following information on the Contract Management Platform:
- a. The list of the Signatory Body's Ecocentres that receive Recyclable Materials that must be recovered at an Ecocentre;
  - b. Opening hours of each of the Signatory Body's Ecocentre.
- 6.3 Calculating compensation** The compensation paid for the use of the site shall, for each compliant Ecocentre, be equal to the result of the unit rate of compensation identified in Schedule H, multiplied by the number of categories of Recyclable Materials that must be recovered at the Ecocentre (article 2.1.1), multiplied by the number of Occupancy Units served by the Ecocentre indicated in Chapter IV of this Schedule.

## **CHAPTER IV SPECIAL FEATURES OF SERVICES ON THE TERRITORY OF APPLICATION**

*[The content of this portion of the Agreement shall be personalized for each Signatory Body]*

## **SCHEDULE E**

### **CONTACT DETAILS OF THE PARTIES**

*[The content of this part of the Agreement will be personalized for each Signatory Body]*

## **SCHEDULE F**

### **MEDIATION AGREEMENT**

- 1 NOTICE**

If a dispute arises out of, or in connection with, the Agreement and the Parties fail to resolve all or some of the issues in dispute through negotiations, either Party to the dispute may notify the other Party of its intent to submit the dispute to mediation. Such notice shall be in writing and shall specify the issues in dispute.
- 2 SELECTING A MEDIATOR**

The Parties, working together, hereby agree to select, within five (5) days following the notice of intent to submit the dispute to mediation, a mediator from the list of mediators identified pursuant to section 53 of the Regulation or, where this is not possible, any other mediator selected by the Parties.
- 3 PLACE OF MEDIATION**

The mediation shall take place in Montreal or in any other place agreed to by the Parties.
- 4 COMMUNICATION**

The Parties hereby agree to exchange all the information on which they intend to rely in any oral or written submission during the mediation. Such exchange shall be completed no later than five (5) days prior to the mediation.
- 5 FEES AND COSTS**

The Parties hereby agree that each Party shall be responsible for paying its own attorney's fees and personal travel costs. The mediator's fees and expenses and all administrative costs of the mediation, such as the cost of renting the room where the mediation takes place, if any, shall be shared equally between the Parties.
- 6 SCHEDULE**

The Parties and the mediator shall agree on a date for the mediation. Unless this is impossible, the date shall be within fifteen (15) days of the notice of intent to submit the dispute to mediation.
- 7 CONFIDENTIALITY**

Unless otherwise provided by law, all information exchanged in the course of mediation shall be deemed to be information disclosed "without prejudice" for the purposes of settlement negotiations, and shall be considered confidential information protected by the Parties' and their representatives' dispute resolution privilege. However, no evidence that is otherwise admissible or communicable shall be rendered inadmissible or non-communicable by reason of its use in mediation.
- 8 ONE-ON-ONE MEETINGS**

The mediator is free to meet with the Parties on a one-on-one basis, as he or she sees fit, to improve the chances of reaching a mediated settlement. No confidential information communicated to the mediator by a Party in the course of such meetings shall be disclosed to the other Party without the express authorization of the first Party.

- 9 PROHIBITION AGAINST PROVIDING FUTURE ASSISTANCE** It is agreed that the mediator shall not represent, or give evidence on behalf of, any of the Parties in any subsequent legal proceedings between the Parties or in which their interests are opposed. It is further agreed that the personal notes and opinions prepared by the mediator in connection with this mediation shall be confidential and may not be used in any subsequent proceedings between the Parties or in which their interests are opposed.
- 10 TERMINATION OF THE MEDIATION** Either Party may terminate the mediation at any time.
- 11 MEDIATOR'S REPORT** If no agreement is reached, or if agreement is reached solely on some of the issues, the mediator shall promptly submit a report to the Parties stating only that no agreement has been reached on all or some of the issues in dispute.
- 12 NO NEW MEASURES** In the course of the mediation, the Parties hereby agree not to take any new measures in connection with any legal proceedings between them relating to the subject matter of the mediation.



## SCHEDULE G

### MANDATORY STANDARD TERMS FOR COLLECTION AND TRANSPORTATION SERVICES

#### CHAPTER I. BIDDING INSTRUCTIONS

##### 1. TERMINOLOGY

<input type="checkbox"/>	<p>Unless the context indicates otherwise, the following words, abbreviations, and expressions mean:</p> <p>“<b>Contract</b>”: Agreement between the Signatory Body and the Successful Bidder, including call for tender documents, addenda, and the Successful Bidder's price schedule.</p> <p>“<b>ÉEQ</b>”: Éco Entreprises Québec.</p> <p>“<b>IBI</b>”: Industries, businesses, and institutions.</p> <p>“<b>Outdoor Public Place</b>”: Any part of land, public road or other outdoor place that is continuously, periodically or occasionally accessible to the public, and owned operated by a municipal body within the meaning of the <i>Regulation respecting a system of selective collection of certain residual materials</i>, CQLR c Q-2, r 46.01.</p> <p>“<b>Recyclable Materials</b>”: all containers, packaging, or printed matter on ÉEQ's list of acceptable materials.</p> <p>“<b>Signatory Body</b>”: Authority that awards the Contract.</p> <p>“<b>Successful Bidder</b>”: Tenderer to whom a Contract has been awarded.</p>
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##### 2. BID SECURITY

<input type="checkbox"/>	<p>The bidder must include a bid security in one of the following forms:</p> <ul style="list-style-type: none"> <li>A bank draft issued by a financial institution;</li> <li>A certified cheque payable to the Signatory Body;</li> <li>An irrevocable bank letter from a financial institution authorized to do business in Québec and valid for ninety (90) days following the bid opening;</li> <li>A bid bond issued by an insurance company licensed by the <i>Autorité des marchés financiers</i> to underwrite guaranteed insurance in Québec or a financial institution authorized to do business in Québec.</li> </ul> <p>The amount of security is established at 10% of the total bid amount for the entire term of the Contract (including any renewals thereof and taxes) and, if applicable, based on the option with the lowest total bid amount. The bid security is valid for the entire period during which the bid is to remain in effect and cannot be withdrawn. The bid will be rejected if this guarantee is not provided at the time of bid opening.</p> <p>The Signatory Body pays no interest on the sums deposited, and the guarantees of bidders are returned as soon as possible after the Contract is awarded.</p>
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3. PRICE SUBMITTED		
<input type="checkbox"/>	<b>a. Price per unit</b>	<p>Bids must be made on the basis of prices per unit, as indicated in the price schedule. The prices per unit submitted include the supply of materials, workforce, tools, equipment, delivery, permits and all costs related to the provision of the services, as well as profits, overhead expenses, required insurance and all other related expenses.</p> <p>All direct and indirect costs, as well as all taxes, if applicable, must be included in the price schedule, except for the Goods and Services Tax (GST) and Québec Sales Tax (QST). These two taxes must, however, be indicated where appropriate.</p> <p>A price per unit shown on a price schedule does not include GST or QST.</p> <p>The bid must be proportional, such that the price per unit for each item must correspond with the cost of the service. If, in its opinion, these prices are out of proportion, the Signatory Body may reject the bid.</p> <p>For the duration of the Contract, the prices per unit indicated by the bidder in the price schedule are fixed. Besides those already mentioned in this Contract, no price adjustments will be made for any changes not directly attributable to the Signatory Body.</p>
<input type="checkbox"/>	<b>b. Price schedule</b>	<p>The bidder must indicate a price per unit for each item appearing on the price schedule.</p> <p>A bid that does not include a price for an item is vitiated by a major default and will be rejected.</p> <p>For each item on the price schedule, multiplying the quoted price per unit by the estimated quantity indicated will determine the total amount for the item. The sum of the aggregate amounts will be the total bid amount.</p> <p>The price per unit prevails if there is a multiplication or addition error in the calculation of the total bid amount, and the total bid amount must be corrected accordingly.</p>
<input type="checkbox"/>	<b>c. Estimated quantities</b>	<p>Quantities indicated in the price schedule are estimates solely for the purpose of awarding the Contract. Thus, if there is a difference between the quantity indicated and the quantity completed in practice, the Successful Bidder may only be compensated for the quantity completed in practice at the quoted price per unit, and cannot claim damages, loss of profits, or an extension of time because of any difference in quantity whatsoever.</p> <p>Errors or omissions discovered in the estimate of quantities cannot justify the termination of the Contract or relieve the Successful Bidder of its obligation to provide the services to the satisfaction of the Signatory Body.</p>

4. DOCUMENTS TO BE PROVIDED WITH BID	
<input type="checkbox"/>	<p>The bidder must include the following documents with its bid:</p> <ul style="list-style-type: none"> <li>• A price schedule;</li> <li>• A bid security;</li> <li>• A list of any subcontractors the bidder intends to use, the case being;</li> <li>• A list of the collection trucks that the bidder has or intends to have available to provide the services, including those of any subcontractors, the case being;</li> <li>• A proof of availability of the collection trucks that the bidder has or intends to have to provide the services, including those of any subcontractors, the case being, including a proof of ownership or a promise to purchase or rent. This promise to purchase or rent</li> </ul>

	<p>may be conditional upon the awarding, by the Signatory Body, of the Contract to the bidder.</p>
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**5. CONTRACT AWARD PROCEDURE**

<input type="checkbox"/>	<p><b>a. Lowest compliant bidder</b></p>	<p>This Contract will be awarded to the lowest compliant bidder according to the option selected by the Signatory Body for the collection days, based on the total amount of the bid for the entire term of the Contract (including any renewals thereof, and including taxes).</p> <p>The Signatory Body does not undertake to accept the lowest or any of the bids received, and shall have no obligations whatsoever towards the bidder or bidders.</p>
<input type="checkbox"/>	<p><b>b. Unsatisfactory performance</b></p>	<p>The Signatory Body reserves its rights to refuse any bid from a bidder who, in the last two (2) years prior to the bid opening date, has been the object of an unsatisfactory performance evaluation in connection with the execution of a contract awarded by the Signatory Body.</p>
<input type="checkbox"/>	<p><b>c. Involvement of ÉEQ</b></p>	<p>Bidders are expressly informed and acknowledge that ÉEQ may be involved in the analysis of the bids in certain circumstances. For this purpose, bidders give their consent to having a copy of their bid and any related documents sent to ÉEQ after the bid opening, it being understood that ÉEQ will maintain the confidentiality of those documents and will not use them in any other way.</p>

<b>CHAPTER II. ADMINISTRATIVE CLAUSES</b>		
<b>6. CONTRACT EXTENSION OPTIONS</b>		
<input type="checkbox"/>	<b>a. Contract extension</b>	<p>For two (2) annual extension options of one (1) year each, the Contract may be extended under the same terms and conditions and at the prices set out in the price schedule.</p> <p>No later than twelve (12) months prior to the scheduled end of the Contract, the Signatory Body may send the Successful Bidder notice of a one (1) year extension. The Successful Bidder must give its consent in writing within fourteen (14) days. The Contract will terminate on the scheduled date without further notice if the Successful Bidder fails to consent.</p>
<input type="checkbox"/>	<b>b. Portion of the Contract governing collection and transportation services in Outdoor Public Places (if applicable)</b>	<p>The portion of the Contract governing collection and transportation services in Outdoor Public Places ends on September 30, 2027. It may be extended under the same terms and conditions, at the prices set out in the price schedule, via annual extension options of a maximum of one (1) year, but that do not exceed the Contract term.</p> <p>The Signatory Body will, with the prior authorization from ÉEQ, have the privilege of accepting or refusing the extension and will advise the Successful Bidder thereof not later than ninety (90) days before September 30, 2027. Should the board of the Signatory Body not confirm an extension within this period, this portion of the Contract will terminate on the scheduled date without further notice.</p>

<b>7. PERFORMANCE GUARANTEE</b>	
<input type="checkbox"/>	<p>Within fifteen (15) days of the award of the Contract, the Successful Bidder must replace its bid security with a performance guarantee equal to 50% of the Contract's annual value (excluding taxes). The performance guarantee is renewable each year using the following format:</p> <ul style="list-style-type: none"> <li>• A certified check (or bank draft) made to the order of the Signatory Body and drawn on a registered account at a financial institution authorized to do business in Québec;</li> <li>• A bank letter of guarantee issued by a financial institution authorized to do business in Québec, valid and irrevocable for the entire duration of the Contract;</li> <li>• A performance bond which is valid for the entire term of the Contract, issued by an insurance company holding a permit from the <i>Autorité des marchés financiers</i> to underwrite guarantee insurance in Quebec, or by a financial institution authorized to do business in Quebec.</li> </ul> <p>Despite the above, the Signatory Body reserves the right to withhold payments as a security until the situation is rectified if the performance guarantee does not cover the duration of the Contract.</p> <p>If the performance guarantee meets these criteria, the Signatory Body will provide the Successful Bidder with its bid guarantee. If the Successful Bidder fails to perform the planned services or does not complete them as stipulated by the Contract requirements, the Signatory Body must send the Successful Bidder a notice of default. If for any reason, the Successful Bidder fails or refuses to perform the Contract faithfully and completely or fails or refuses to remedy its default within the time specified, the Signatory Body confiscates the performance guarantee or requires the intervention of the guarantor. In the event of insufficient funds under this guarantee or if the guarantor refuses to honour its commitments, amounts will be deducted from the sums due to Successful Bidder, without restricting any additional claims, to ensure full recovery of the amounts due and any damages.</p>

**8. COMMERCIAL GENERAL LIABILITY INSURANCE**

<input type="checkbox"/>	<p>For the duration of the Contract, the Successful Bidder must maintain a commercial general liability insurance coverage of at least two million dollars (\$2,000,000) per occurrence for all activities and obligations under this Contract.</p> <p>Proof of such insurance coverage must be provided to the Signatory Body within fifteen (15) days of the award of the Contract. If the Contract is extended, proof of extended insurance coverage must be provided to the Signatory Body at least thirty (30) days before the scheduled expiry date of the Contract.</p> <p>At the Signatory Body's discretion, any delay in fulfilling the conditions related to proof of insurance or notices provided for herein may also result in a postponement of the payment dates that are specified in the Contract. In this case, the Successful Bidder may not claim any compensation or interest.</p>
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**9. SUBCONTRACTING**

<input type="checkbox"/>	<p>The Successful Bidder can entrust part of provision of services to subcontractors, provided that they have the qualifications required for the performance of the part of the Contract's entrusted to them. A list of subcontractors, if any, must be provided with the bid, as well as a list of its subcontractors' collection trucks involved in the performance of the Contract.</p> <p>At any time, the Successful Bidder may modify the list of subcontractors identified in the bid, but must notify the Signatory Body first.</p> <p>At any time, the Successful Bidder must provide any additional information on its subcontractors upon request of the Signatory Body.</p> <p>The Successful Bidder always remains solely responsible to the Signatory Body for the performance of the Contract. The Successful Bidder remains responsible for any act or omission of the subcontractors and assumes full responsibility for the services provided by the subcontractors.</p>
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**10. MEETINGS AND OCCASIONAL FEEDBACK**

<input type="checkbox"/>	<b>a. Kick-off meeting</b>	Once the Successful Bidder is awarded the Contract, and no later than four (4) weeks before the start of the services, the representatives of the Signatory Body and the Successful Bidder must hold a kick-off meeting.
<input type="checkbox"/>	<b>b. Occasional feedback</b>	<p>At the request of the Signatory Body or the Successful Bidder, representatives of the Signatory Body and Successful Bidder will meet on an ad hoc basis to determine the actions to be implemented to resolve a specific problem.</p> <p>When a problem is encountered, the Signatory Body may also correspond in writing with the Successful Bidder. The Signatory Body will describe the problem in detail, and the Successful Bidder will confirm in writing the measures it intends to implement to rectify the situation.</p>
<input type="checkbox"/>	<b>c. Reports</b>	Minutes of the kick-off meeting and any occasional meetings, the case being, must be drafted by the Signatory Body and forwarded to the Successful Bidder. The Successful Bidder has five (5) days following receipt of the minutes to request modifications.

11. ACCOUNTING		
<input type="checkbox"/>	<b>a. Monthly weighing report</b>	<p>The Successful Bidder must provide the Signatory Body with a monthly weighing report at the delivery point. A monthly weighing report is a mandatory attachment that must accompany any monthly invoice submitted by the Successful Bidder.</p> <p>The monthly weighing report must <i>inter alia</i> include the following information:</p> <ul style="list-style-type: none"> <li>• A detailed table of all trips at the delivery point, with <i>inter alia</i> the following information that appear on the weighing slips provided for each delivery point:                             <ul style="list-style-type: none"> <li>○ Weighing slip number;</li> <li>○ Date;</li> <li>○ Entry time;</li> <li>○ Exit time;</li> <li>○ Vehicle number;</li> <li>○ Municipality or aboriginal community of origin of Recyclable Materials;</li> <li>○ The type of collection container;</li> <li>○ Material weight (net weight), in metric tons or kilograms.</li> </ul> </li> <li>• A summary table of the total monthly quantity delivered at the delivery point, in metric tons or kilograms, broken down by:                             <ul style="list-style-type: none"> <li>○ Municipality or aboriginal community;</li> <li>○ Type of collection containers.</li> </ul> </li> </ul>
<input type="checkbox"/>	<b>b. Collection irregularity report</b>	<p>The collection irregularity report must <i>inter alia</i> contain the following information:</p> <ul style="list-style-type: none"> <li>• Collection date;</li> <li>• Municipality or aboriginal community;</li> <li>• Vehicle number;</li> <li>• Address of the irregularity;</li> <li>• Type of irregularity (with details, if required).</li> </ul> <p>Collection irregularity reports prepared by the Successful Bidder for all collection trucks assigned for collection must be submitted to the Signatory Body by 8:00 a.m. the day after the collection at the latest.</p>

12. BID PRICE ADJUSTMENTS		
<input type="checkbox"/>	<b>a. Adjustment of the number of occupation units served and the number of containers</b>	<p>Each year, on the anniversary date of the Contract:</p> <ul style="list-style-type: none"> <li>• The number of occupation units served as indicated in the price schedule will be adjusted and will be applicable for the next twelve (12) months;</li> <li>• The number of containers as indicated in the price schedule will be adjusted and will be applicable for the next twelve (12) months.</li> </ul>
<input type="checkbox"/>	<b>b. Consumer price index adjustment</b>	<p>Each year, on the anniversary date of the Contract, 80% of the prices per unit for collection and transportation indicated in the price schedule must be adjusted, upwards or downwards, based on the variations between the consumer price index (CPI) for the current year and the CPI for the previous year, according to the following formula:</p> $(\text{Unit price} \times 0.8) \times \frac{\text{CPI current year}}{\text{CPI previous year}}$

12. BID PRICE ADJUSTMENTS		
		<p>The index used is the Consumer Price Index (annual average) for the region where the Signatory Body is located, as published by Statistics Canada.</p> <p>If the ratio between the current year's consumer price index and that of the previous year has more than three (3) decimal places, then only the first three (3) are retained, and the third is increased by one unit if the fourth is greater than 4.</p> <p>The prices per unit obtained by the adjustment are rounded to the nearest cent.</p>
<input type="checkbox"/>	<b>c. Adjustment for changes in fuel cost</b>	<p>Each year, on the anniversary date of the Contract, 20% of the prices per unit for collection and transportation indicated in the price schedule must be adjusted. These adjustments will be made in line with variations in fuel cost, on the anniversary date, according to the increase or decrease in cost of fuel over the last twelve (12) months, according to the following formula:</p> $(\text{Unit price} \times 0.2) \times \frac{\text{average monthly price current year}}{\text{monthly reference price}}$ <p>The difference between the average monthly fuel cost during the period that just ended (in cents per litre) less consumption taxes - as published by the <i>Régie de l'énergie</i> for the region in which the Signatory Body is located - and the reference price indicated by the Signatory Body at the time of publishing the call for tender will be considered when adjusting.</p> <p>The adjustment will be billed or credited annually.</p>
<input type="checkbox"/>	<b>d. Adjustment for changing the drop-off location</b>	<p>The transportation prices per unit submitted in the price schedule will be adjusted if ÉEQ changes the delivery point during the term of the Contract by multiplying the transportation price per unit by the new distance (in kilometres) measured between the centroid address of the territory covered by the Contract and the address of the new delivery point, divided by the distance (in kilometres) between the initial planned delivery point and the centroid address of the territory covered by the Contract.</p> <p>The following centroid will be used to measure the distance for the purpose of calculating the transportation price per unit adjustment: &lt;insert the address of the centroid of the Contract territory&gt;.</p> <p>Google Maps will be used to determine transport distances, using the shortest route that can legally be taken by trucks.</p> <p>Unit prices can be adjusted upwards or downwards.</p> <p>The prices per unit obtained by the adjustment are rounded to the nearest cent.</p>

13. SUCCESSFUL BIDDER'S COOPERATION		
<input type="checkbox"/>	<b>a. Access to equipment and facilities</b>	<p>Equipment, facilities, documents, and files related to the subject matter of the Contract must be always accessible to representatives of the Signatory Body and the representatives of ÉEQ. The Successful Bidder undertakes to facilitate their access and to obtain the same undertaking from its subcontractors, the case being.</p>

**13. SUCCESSFUL BIDDER'S COOPERATION**

<input type="checkbox"/>	<b>b. Collaboration and support</b>	The Successful Bidder undertakes to cooperate with the Signatory Body and ÉEQ, and to secure the same undertaking from its subcontractors, if any, particularly by allowing the Signatory Body and ÉEQ, in an undisturbed manner, to monitor the operations related to the subject matter of the Contract or to conduct Recyclable Materials characterizations.
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**14. BREACHES AND PENALTIES**

<input type="checkbox"/>	<p>If it finds that the Successful Bidder has violated or failed to comply with any of the following provisions, the Signatory Body may charge and collect the penalties provided:</p> <ul style="list-style-type: none"> <li>• Recyclable Materials are delivered to a location other than the designated delivery point;</li> <li>• The collection truck uses a screw compactor;</li> <li>• The collection truck is not equipped with a geographic positioning system (GPS), the GPS system is not functional, or the GPS system data is not accessible;</li> <li>• Before the start of a collection run, the collection truck's bin is not completely empty and materials other than Recyclable Materials are present in it;</li> <li>• The Successful Bidder does not permit the Signatory Body or ÉEQ to monitor collection and transportation operations in an undisturbed manner, or does not allow the access to its equipment or facilities;</li> <li>• The Successful Bidder collects materials that are obviously contaminated;</li> <li>• Recyclable Materials deposited in dedicated recovery equipments are collected at an Outdoor Public Place by the Successful Bidder, along with materials from another route of collection, especially waste;</li> <li>• Recyclable Materials are not weighed at the transfer centre, where applicable;</li> <li>• Recyclable Materials are stored outside the transfer centre, where applicable;</li> <li>• At the transfer centre, Recyclable Materials are mixed with materials from other collection routes or with Recyclable Materials destined for another delivery point designated by ÉEQ.</li> </ul> <p>Unless otherwise specified, the penalty amount is five thousand dollars (\$5,000) per breach per day or per incident.</p>
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**15. PERFORMANCE EVALUATION**

<input type="checkbox"/>	<p>During Contract performance, the Signatory Body monitors the Successful Bidder's performance rigorously and keeps a record. At the end of the Contract, the Successful Bidder's performance will be evaluated based on the criteria set out below.</p> <p>If the Signatory Body considers the Successful Bidder's performance to be unsatisfactory, i.e when the mark awarded is less than 70%, a report detailing this unsatisfactory performance evaluation must be sent to the Successful Bidder within sixty (60) days of the end of the Contract.</p> <p>The Successful Bidder has thirty (30) days to submit its comments to the Signatory Body after receiving the report.</p> <p>Following receipt of the Successful Bidder's comments, the Signatory Body may revise its evaluation. If the Signatory Body upholds the findings of the unsatisfactory performance evaluation, it must endorse the evaluation report by board resolution within sixty (60) days.</p>						
	<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 80%;">Themes and criteria</th> <th style="width: 20%;">Weighting (%)</th> </tr> </thead> <tbody> <tr> <td> <b>i. Technical compliance aspect:</b> <ul style="list-style-type: none"> <li>• Compliance with Contract guidelines;</li> <li>• Compliance with decisions and written agreements.</li> </ul> </td> <td style="text-align: center;">25</td> </tr> <tr> <td> <b>ii. Resource supply and quality:</b> <ul style="list-style-type: none"> <li>• Competence and availability of the Contract manager;</li> <li>• Operator competence;</li> </ul> </td> <td style="text-align: center;">25</td> </tr> </tbody> </table>	Themes and criteria	Weighting (%)	<b>i. Technical compliance aspect:</b> <ul style="list-style-type: none"> <li>• Compliance with Contract guidelines;</li> <li>• Compliance with decisions and written agreements.</li> </ul>	25	<b>ii. Resource supply and quality:</b> <ul style="list-style-type: none"> <li>• Competence and availability of the Contract manager;</li> <li>• Operator competence;</li> </ul>	25
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<b>ii. Resource supply and quality:</b> <ul style="list-style-type: none"> <li>• Competence and availability of the Contract manager;</li> <li>• Operator competence;</li> </ul>	25						



15. PERFORMANCE EVALUATION		
	<ul style="list-style-type: none"> <li>• Adequate quantity of human and material resources;</li> <li>• Equipment condition and efficiency.</li> </ul>	
	<p><b>iii. Organization and management:</b></p> <ul style="list-style-type: none"> <li>• Adequate supervision of operations and employees;</li> <li>• Implementation of corrective actions within agreed deadlines;</li> <li>• Ability to adapt to constraints and unexpected events.</li> </ul>	20
	<p><b>iv. Communication and documentation:</b></p> <ul style="list-style-type: none"> <li>• Quality of communications and accounting;</li> <li>• Quality and accuracy of invoices by the date required;</li> <li>• Level of collaboration;</li> <li>• Timely provision of insurance certificates, bonds, attestations, etc.;</li> <li>• Reasonable time to respond to requests from the Signatory Body.</li> </ul>	20
	<p><b>v. Health &amp; Safety:</b></p> <ul style="list-style-type: none"> <li>• Wearing personal safety equipment;</li> <li>• Safe working practices;</li> <li>• Respect for the road safety code, laws, and regulations.</li> </ul>	10

## CHAPTER III. TECHNICAL CLAUSES

### 16. MINIMUM REQUIREMENTS FOR COLLECTION TRUCKS

<input type="checkbox"/>		<p>From the start of the collection and transportation services for Recyclable Materials, collection trucks must meet the following requirements:</p> <ul style="list-style-type: none"> <li>Screw compactors are prohibited;</li> <li>Trucks must be in good condition;</li> <li>Bins must be weatherproof;</li> <li>Trucks must be equipped with a geographic positioning system (GPS).</li> </ul>
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### 17. CLIENTS AND NUMBER OF UNITS TO BE SERVED

<input type="checkbox"/>		<p>&lt;Please provide a breakdown of the number of units served with wheeled bins and the number of containers, by municipality or aboriginal community and by collection day&gt;</p> <p>Upon awarding the Contract, the Signatory Body must provide the Successful Bidder with a list of the addresses served by containers, and a list of the locations and of the recovery equipment in Outdoor Public Places.</p> <p>If existing streets are extended, new streets are opened, or new occupancy units are added during the year, the Successful Bidder must proceed with the collection of Recyclable Materials deposited in eligible containers.</p> <p>The Signatory Body may add or subtract occupancy units served by wheeled bins and containers during the course of the Contract, and the Successful Bidder must collect Recyclable Materials deposited in eligible containers.</p>
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### 18. ACCEPTABLE AND NON-ACCEPTABLE MATERIALS

<input type="checkbox"/>		<p>&lt;Insert ÉEQ's list of acceptable Recyclable Materials and non-acceptable materials (contaminants) in call for tender documents&gt;</p>
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### 19. SURPLUS

<input type="checkbox"/>		<p>No surplus material may be deposited next to or on top of a wheeled bin or container.</p> <p>&lt;If it so wishes, the Signatory Body may allow surplus materials to be deposited next to a wheeled bin on collection days. However, from January 1, 2026, no surplus materials will be allowed next to wheeled bins or containers. Indicate if applicable.&gt;</p> <p>&lt;Notwithstanding the above, the Signatory Body may accept surplus materials next to the bins on the collection day following July 1<sup>st</sup> and the collection day following December 25<sup>th</sup>. Indicate if applicable.&gt;</p>
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### 20. HISTORICAL QUANTITIES

<input type="checkbox"/>		<p>&lt;Present, for information purposes, the monthly and annual statistics for Recyclable Materials collected, by municipality or aboriginal community, for the last three (3) years.&gt;</p> <p>Generally, the amount and composition of Recyclable Materials collected during the term of the Contract may vary depending on various factors, including seasons, consumer habits, and initiatives or regulations implemented <i>inter alia</i> by the Signatory Body, ÉEQ, or the Government</p>
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20. HISTORICAL QUANTITIES	
	of Québec. The Successful Bidder must take into consideration all of these factors, as no price adjustment is provided for this.

21. ELIGIBLE CONTAINERS		
<input type="checkbox"/>	<b>a. Wheeled bins</b>	Eligible containers for the collection of Recyclable Materials are wheeled bins with European grips, for the following client categories: <ul style="list-style-type: none"> <li>• Residential buildings with less than nine (9) units;</li> <li>• IBI similar to the residential sector;</li> <li>• Educational establishments other than university institutions.</li> </ul>
<input type="checkbox"/>	<b>b. Front-load containers</b>	Recyclable Materials can be collected in front-load containers by the following client categories: <ul style="list-style-type: none"> <li>• Residential buildings with nine (9) or more units;</li> <li>• IBI non-similar to the residential sector, including university institutions.</li> </ul>
<input type="checkbox"/>	<b>c. Outdoor Public Places</b>	<Describe the recovery equipment in the various Outdoor Public Places served, if any>

22. COLLECTION FREQUENCY		
<input type="checkbox"/>	<b>a. Wheeled bins</b>	Collection frequency for Recyclable Materials collected in wheeled bins is once (1) every two (2) weeks.
<input type="checkbox"/>	<b>b. Front-load containers</b>	Collection frequency for Recyclable Materials collected in front-load containers is once (1) every two (2) weeks.
<input type="checkbox"/>	<b>c. Outdoor Public Places</b>	<Insert the collection frequency in the various Outdoor Public Places served, if any>

23. COLLECTION DAYS		
<input type="checkbox"/>	<b>a. Base option</b>	The bidder must imperatively provide a price for the basic option where the collection days correspond to a balanced distribution of occupancy units to be served over four (4) or five (5) days per week.
<input type="checkbox"/>	<b>b. Additional options</b>	<Insert the collection days and specify the number of Occupancy Units to be served per day.>  <The Signatory Body may add one or all of the following options to the call for tender documents and price schedule: <ul style="list-style-type: none"> <li>• Collection days favoured by the Signatory Body that differ from the collection days provided for in the basic option; the bidder must then imperatively provide a price for this option;</li> <li>• Collection days proposed by the bidder between Monday and Friday, inclusive, that has no obligation to propose collection days but must provide a price for this option if it chooses to do so.</li> </ul>

23. COLLECTION DAYS	
	If applicable, insert the desired options and insert the collection days and the number of Occupancy Units to be served per day.>

24. COLLECTING TIMES	
<input type="checkbox"/>	<p>Collection must begin no earlier than 6:00 a.m. and end no later than 7:00 p.m.</p> <p>Notwithstanding the foregoing, the Successful Bidder is responsible for checking and complying with the hours of operation at the delivery point.</p>

25. PUBLIC HOLIDAYS	
<input type="checkbox"/>	<p>Recyclable Materials are not collected on the following public holidays:</p> <ul style="list-style-type: none"> <li>• January 1<sup>st</sup>;</li> <li>• December 25<sup>th</sup>.</li> </ul> <p>A collection day that coincides with one of these public holidays will be postponed to the next working day or to the day agreed upon by the Signatory Body and the Successful Bidder. The Signatory Body must inform the public of the modified collection days.</p>

26. COLLECTION OPERATIONS	
<input type="checkbox"/>	<p><b>a. Empty and clean bin</b></p> <p>Before starting a collection run, the collection truck's bucket must be completely empty and clean.</p>
<input type="checkbox"/>	<p><b>b. Handling collection containers</b></p> <p>The Successful Bidder must ensure that collection containers are handled with care.</p> <p>At no time may containers be thrown on property or in the street.</p> <p>If damage is caused by the employees or equipment of the Successful Bidder through fault or negligence, it must notify the Signatory Body. Within fifteen (15) days after the Signatory Body has requested it, the Successful Bidder must either repair the damage or replace the container, or settle the claim to the satisfaction of the Signatory Body.</p>
<input type="checkbox"/>	<p><b>c. Collection from all occupancy units served</b></p> <p>Except in cases of irregular collection, the Successful Bidder must retrieve Recyclable Materials deposited in containers from all occupancy units served and load them into a collection truck.</p>
<input type="checkbox"/>	<p><b>d. Collection irregularities</b></p> <p>The Successful Bidder must not collect Recyclable Materials in the following cases, but must justify this in the collection irregularity report:</p> <ul style="list-style-type: none"> <li>• Recyclable Materials are deposited in ineligible containers;</li> <li>• Recyclable Materials are deposited next to eligible collection containers (if surplus materials are not allowed);</li> <li>• The presence of non-acceptable materials (contaminants, ice or snow) is evident.</li> </ul> <p>Upon observing, as part of its on-site checks, a non-compliant practice on the part of the clients served regarding compliance with collection procedures or contamination in the Recyclable Materials recovered, the Signatory Body must identify clearly to the Successful Bidder the collection containers and</p>

26. COLLECTION OPERATIONS		
		materials disposed of incorrectly that must not be collected. In this case, the Successful Bidder must not proceed with the collection.
<input type="checkbox"/>	<b>e. Outdoor Public Places</b>	Under no circumstances may Recyclable Materials, deposited in dedicated collection equipment in an Outdoor Public Place be mixed with materials from any other collection route, including waste.

27. TRANSFER OPERATIONS (WHERE APPLICABLE)		
<input type="checkbox"/>	<b>a. Mandatory weighing</b>	<p>Each collection truck must be weighed before and after unloading at the transfer centre to determine the actual weight of Recyclable Materials delivered to the transfer centre.</p> <p>A weighing slip must be issued for each collection truck. The Successful Bidder must be able to provide the following information on the weighing slips:</p> <ul style="list-style-type: none"> <li>• Weighing slip number;</li> <li>• The date;</li> <li>• Entry time;</li> <li>• Exit time;</li> <li>• Vehicle number;</li> <li>• Municipality or aboriginal community of origin of Recyclable Materials;</li> <li>• The type of collection container;</li> <li>• Material weight (net weight), in metric tons or kilograms.</li> </ul> <p>This information must be provided to the Signatory Body in the monthly weighing report. Upon request from the Signatory Body, the original or a copy of the weighing slips must be provided within fifteen (15) days from the receipt of the request.</p> <p>The Successful Bidder undertakes to submit annually to the Signatory Body a certificate of inspection and compliance of the transfer centre weigh scale issued by Measurement Canada.</p>
<input type="checkbox"/>	<b>b. Unloading and storage</b>	<p>The transfer centre must be designed and operated in such way that the collection truck unloads inside of a building, to avoid that the Recyclable Materials disperse or to avoid altering the quality of the Recyclable Materials.</p> <p>The Successful Bidder must ensure that the Recyclable Materials received are not mixed with materials from other collection routes or with Recyclable Materials that are destined for another delivery point designated by ÉEQ.</p>
<input type="checkbox"/>	<b>c. Sorting and conditioning</b>	Recyclable Materials must not be pre-sorted and must not be conditioned, particularly in bales, at the transfer centre.
<input type="checkbox"/>	<b>d. Transportation to delivery point</b>	The Successful Bidder is responsible for transporting the Recyclable Materials directly from the transfer centre to the delivery point designated by ÉEQ.

<b>28. DELIVERY POINT</b>		
<input type="checkbox"/>	<b>a. Delivery point designated by ÉEQ</b>	<p>The delivery point for Recyclable Materials designated by ÉEQ is &lt;insert the name of the delivery point designated by ÉEQ&gt;located at &lt;insert the address of the delivery point designated by ÉEQ&gt;.</p> <p>Collected Recyclable Materials must be transported to the delivery point during its operating hours and days, i.e. &lt;specify the hours and days of operation of the delivery point designated by ÉEQ&gt;.</p> <p>The delivery point is closed and not accessible on the following holidays:</p> <ul style="list-style-type: none"> <li>• January 1<sup>st</sup>;</li> <li>• December 25<sup>th</sup>.</li> </ul>
<input type="checkbox"/>	<b>b. Waiting time</b>	<p>To minimize waiting times, ÉEQ asks the operator of the delivery point designated by it to ensure that Recyclable Materials are unloaded as quickly as possible from collection trucks.</p> <p>Unless the Successful Bidder causes the delay, the waiting period should not exceed thirty (30) minutes from the moment the collection truck enters the site and the moment it leaves.</p>
<input type="checkbox"/>	<b>c. Mandatory weighing</b>	<p>Each collection truck must be weighed before and after unloading to determine the actual weight of Recyclable Materials delivered to the delivery point.</p> <p>For each delivery, the Successful Bidder receives a weighing slip at the delivery point. The Successful Bidder must keep the weighing slips received in order to prepare the monthly weighing report in accordance with the provisions of section &lt;insert the section number that applies, here section 11 a)&gt;. Upon request from the Signatory Body, the original or a copy of the weighing slips must be provided within fifteen (15) days from the receipt of the request.</p>

## CHAPTER IV. PRICE SCHEDULE

<Adapt the following sample price schedule according to services requested >

Description	Collection frequency	(a) Quantity	Unit	(b) Annual unit price	(c) Annual price (a x b = c)
<b>Wheeled bin</b>					
Collection	E.g. once per 2 weeks	E.g. 12 000	u.o.		
Transportation	E.g. once per 2 weeks	E.g. 12 000	u.o.		
<b>Front-load container</b>					
Collection	E.g. once per 2 weeks	E.g. 70	Container <insert capacity, e.g. Container 4 v³>		
Transportation	E.g. once per 2 weeks	E.g. 70	Container <insert capacity, e.g. Container 4 v³>		
Location	N/A	E.g. 70	Container <insert capacity, e.g. Container 4 v³>		

## SCHEDULE H

### UNIT RATES OR LUMP-SUM AMOUNTS OF COMPENSATION

#### Applicable rates and amounts

Compensated item	Rates or amount
<b>Use of the Ecocentre site</b> (Section 6 of Schedule D)	\$0.11 / O.U.* served per acceptable material** per Ecocentre
<b>Dissemination of practical information and customer service</b> (Section 43.1 of the Agreement)	\$1.16 / O.U. served OR Lump-sum amount of \$11,600
<b>Onsite awareness and educational activities</b> (Section 43.2 of the Agreement)	\$0.42 / O.U. served OR Lump-sum amount of \$4,200
<b>Quality control of source sorting by the user</b> (Section 43.3 of the Agreement)	\$1.53 / O.U. served
<b>Management activities</b> (Section 43.4 of the Agreement)	\$1.65 / O.U. served OR Lump-sum amount of \$16,500

\* O.U.: Occupancy Units.

\*\* Compensation for use of the Ecocentre site is applicable for each of the materials the recovery of which is prescribed in an Ecocentre in accordance with section 2.1.1 of Schedule D: empty aerosol containers; expanded polystyrene-cushioning packaging.