



## Request for Proposal (RFP)

### Time & Motion Study – Consulting Services

**Prepared By:** MNP LLP

Suite 1700, MNP Tower  
10235 101 Street NW  
Edmonton, AB T5J 3G1

**MNP Contact:** **Chris Hartman**  
Senior Manager  
Phone: 780.974.1949  
Fax: 780.454.1908

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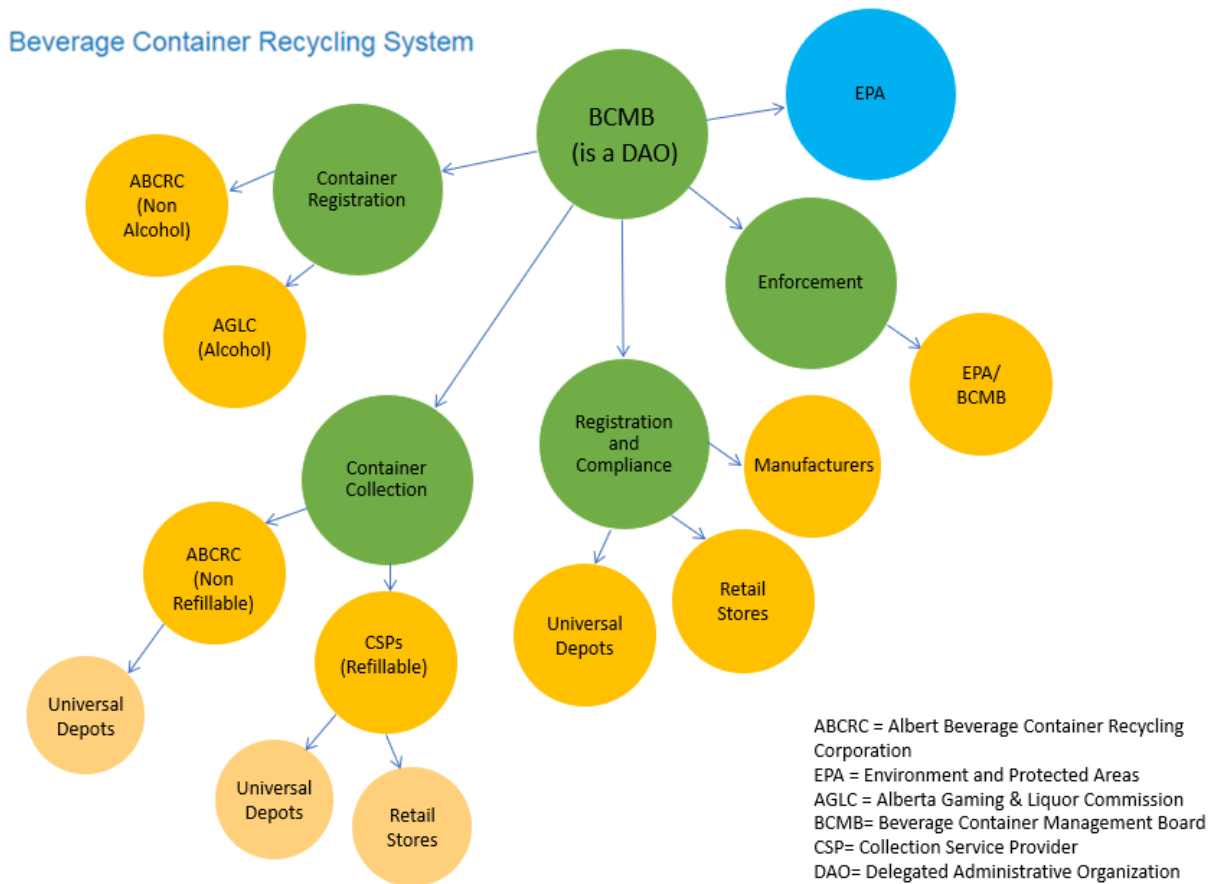
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# INTRODUCTION

The Beverage Container Management Board (BCMB) is a Delegated Administrative Organization (DAO) and is regulated by the Alberta Ministry of Environment and Protected Areas to regulate the beverage container system in Alberta. The BCMB’s mandate is to regulate and enhance a leading beverage container system that protects Alberta’s environment. As the system regulator, the BCMB works closely with the following stakeholders to ensure the collection and processing of beverage containers in Alberta:

- Alberta Beverage Container Recycling Corporation (ABCRC) – collection system agent for non-refillable containers
- Alberta Bottle Depot Association (ABDA) – represents Alberta bottle depots
- Collection Service Providers (CSPs) for refillable containers
- Alberta Environment and Protected Areas (formerly Alberta Environment and Parks)

The following diagram illustrates the interactions between the BCMB and the various stakeholder groups:



Please see the BCMB’s website at [www.bcmb.ab.ca](http://www.bcmb.ab.ca) for further information.

The BCMB is responsible for setting the handling commission rates that are paid to depots for the handling of containers. The deposit paid on beverage containers is fully refundable to consumers when they return their beverage containers to the bottle depot.

MNP LLP (MNP) has been retained by the BCMB to analyze the costs associated with operating Alberta based beverage container return depots and provide recommended handling commissions. MNP is requesting proposals for qualified professional consulting services to conduct a Time and Motion Study to determine the direct labour hours and space allocations required for handling each of the different types of beverage containers.

## GOALS & OBJECTIVES

The purpose of the study is to establish time and space allocations that will be used to allocate labour and space costs to container categories so that each container type bears its fair share of direct labour and space costs. Elements of the study include:

- Establishing container handling times expressed as seconds per container (to two decimal places). This should be accomplished by providing a well-supported and defensible assignment of the direct labour hours to the different container categories based on observed processes, and the time associated with each. Direct Labour time is used for both core and non-core activities.
- Core activities are work that can be identified with the handling of containers individually or in bulk. They include receiving, pay-out (if done by the receiver), prime and secondary sorts, movement of containers, servicing counting and compacting machines, consolidation, tie-out, staging, storing, loading, etc. Times will be determined using best practice time study principles. Synthetic times are acceptable.
- Non-core activities include (but are not necessarily restricted to) cleaning, organizing, talking to supervisor, waiting, personal needs, fatigue and delay allowances. The percentage of Direct Labour time observed will be established using best practice Activity Sampling principles. The non-core time will be allocated to container categories by grossing up core time.
- Time spent by managers, bookkeepers and supervisors will be treated as overhead and will not be studied, unless they are observed carrying out core activities, in which case their activities would not be differentiated from direct labour.
  - Validating the core and non-core times by comparing study times to actual reported work hours and container volumes from the most recent Handling Commission Review.
  - Identifying space allocations for office, customer interface, sorting, storage, and loading.
- Establishing the levels of labour, building space, and equipment used for items categorized as Other Revenue. Other Revenue items may include but are not limited to cardboard sales, electronics, oil, scrap aluminum, Earthwares, other recycling materials, and secondary businesses. Note that the intent of collecting this baseline data is for informational purposes only, and it is not intended to be used for setting handling commission rates.

## SCOPE OF SERVICES REQUIRED

### Phase I – Select Sample of Depots

Depots to be studied will be approved by the DCA. The selected consultant will design the sample bearing in mind the following factors:

- The sample size should generate confidence limits of 90% and a margin of error of 15%.
- Depots are categorized as small (below 6 million containers per year), medium (6 million to 15.5 million) and large (over 15.5 million). The number of sample depots in each group should reflect the combined volumes of each group.
- Depots are also categorized as Metro, Urban and Rural. Bearing in mind the constraints imposed by the two points above, the number of sample depots should reflect the combined volumes of each of these groups as far as possible.
- Depots also vary by their container receiving, sorting, and handling processes, including in their use of technology. The sampling of depots should reflect the combined volumes of these different processes as far as possible.

### Phase II – Time and Motion Study at the Depots

- Initial and End-of-Day Data Capture – collect pertinent operations data in order to fully analyze production performance:
  - Determine the list of container types handled by the depot (e.g., aluminum cans, refillable beer bottles, glass bottles, etc.) and typical handling methods for each type. Draw process flows to ensure that all necessary core activities are being studied. Determine the standard number of containers per megabag and/or pallet (to generate unit times for the movement of empty and full megabags and/or pallets).
  - At the end of each day collect data of daily volume sorted per container type and total direct labour hours worked. Ensure that the volumes and hours relate to the same period. These hours will exclude management and supervision unless these people have worked handled containers. In this case an estimate of their core working hours will be acceptable.
- Carry out on-site activities. Consultants will be expected to determine the number of observations required for reliable and valid time study and activity sampling.
  - Time core activities. It is important to associate as much direct labour as possible to individual container groups. It will not be necessary to time every activity of every container group.
  - For example, the times to collect, set-up, tie off and move full megabags and/or pallets should not differ for each container group. The average time per each container group

unit can be calculated using the megabags and/or pallets standard capacity of each container type.

- A common core unit time for receiving (and paying out if done by the receiver) can be determined by dividing the observed time by the number of units received, regardless of container type.
- Establish non-core time by carrying out activity sampling. Consultants will determine the classification of activities to be observed. The observations will record occurrences where direct labour staff are performing core activities, and where they are engaged in non-core activities (by reason).
- Measure and draw up shop floor layout. Space should be categorized as office, customer interface, sorting, storage and loading.

## Phase III – Time and Motion Data Analysis and Labour Hours Assignment

- Analyze Core Time Studies. Consultants will prepare computer worksheets to analyze core times. Times should, as far as possible, be calculated for each work element for each container type for each depot studied.
  - Design an electronic model (such as Excel-based) for the calculation of core times (in seconds to two decimal places).
  - Calculate times for each core work step for each container type for each depot. Report where observations were not made because low volume container types were not processed during the study periods.
  - Calculate total unit core times for each container type for each depot.
  - Calculate the weighted average total core time for each container type for all depots combined. The average should be weighted by the volume of each container type reported for the study days by each depot.
- Analyze Activity Sampling
  - Design an electronic model for the calculation of non-core activity times.
  - Calculate for each depot the percentage of total observations made of each activity during the activity sampling, including the observations of core activities.
  - Calculate for all studied depots combined the average percentage of total observations made of each activity during the activity sampling, including the observations of core activities. The percentage should be weighted by the combined volume of all container types reported for the study days by each depot.
- Calculate combined core and non-core handling times.
  - List the weighted average core times by container type.

- Calculate the average non-core time per containers type. This value will be the gross-up of core times by the percentage of time that non-core activities bear to core activities, as established in the activity sampling.
  - Generate the combined core and non-core times.
- Validate container unit handling times – a calculation is needed to show that the combined core and non-core unit times are valid.
  - For studied depots multiply the reported volumes (by container type) during the study period by the relevant combined unit times to establish a theoretical direct labour requirement.
  - Compare the theoretical direct labour hours with the direct labour hours reported by the depot for the study period. Comment on any significant differences.
- Complete the final report.
  - Deliver to the DCA a draft Time & Motion Report which has key findings, conclusions and recommendations, Time Study and Activity Sampling observations, combined unit times per container type, and space allocations by purpose.
  - Review draft final report with the DCA
  - Make changes/modifications/additions as required
  - Submit final report to DCA
- Provide written responses to information requests from Designated Registered Participants (DRPs) and Registered Participants (RPs).
- Meet with MNP, the facilitator, the BCMB, and/or Designated Registered Participants and Registered Participants as requested (i.e., virtual/videoconference meetings).
- Support for arbitration if required, availability to be cross examined by Designated Registered Participants and at any panel, arbitration or hearing if required.

## NOT IN SCOPE

The review of Depot processes for effectiveness and efficiency is not in scope.

## RFP DOCUMENTS

Documents referenced in this RFP document will be made available to Respondents upon request to MNP. Copies of all documents referenced in this RFP will also be made available to the successful RFP Respondent.

**The successful proponent will be required to review and understand the 2018/19 Handling Commission documents related to the Time and Motion Study which was completed in 2018, namely: HCR 2018/19 Doc 30 – 2019.04.16.TMS.FinalReport.Rev2.DCA.**

## GUIDELINES

The following are guidelines for proposals submitted in response to this RFP:

- A detailed description of the plan to achieve the necessary requirement and a plan for accomplishing this work within the timelines specified in the following section.
- A detailed description of job analysis and compensation methodology to be used if the consultant has a pre-designed system.
- Proposal must include methodology for considering seasonal volume impacts and high traffic periods of the day. Proponents should consider options for addressing seasonality including the potential for two study periods. Approaches must remain within overall timelines.
- Must ensure time and motion recorded is consistent with actual common processes rather than staged processes for display to the professional.
- Must provide sample size methodology that is statistically reflective of the system.
- Must develop methodology to accommodate variations in receiving of containers, layout, sorting, and handling processes and time at each depot. This includes accommodating variations in the presence or absence of sorting equipment or other automation technology.
- A proposed fee schedule and breakdown of costs outlining cost of each component separately and costs for whole proposal. It is expected that the total cost for this project will be approximately \$175,000 CAD. Please note that this budget does include any hearing / arbitration cost.
- Proposed timeline to include start and completion dates for study and identify specific milestones.
- Experience in the firm of conducting similar studies and other comparable studies.
- Professional resumes of all personnel to be involved in the review and a clear indication of the responsibilities of each. It is understood by MNP that the individuals specified in the consultant's proposal are the individuals who will do the work associated with the study as described in the proposal.
- Any additional information which the consultant deems appropriate.
- MNP or the BCMB (as appropriate) will provide to the selected proponent, information the proponent may require to complete the report, including information on the number and types of containers processed at each Depot that will be utilized in the study.
- Depots studied in the previous TMS should be excluded from this TMS to the degree possible.



## SCHEDULE

The following key dates are presented:

RFP Issued to Vendors	April 11, 2024
RFP Respondents request to access RFP documents	To April 18, 2024
RFP Questions from Vendors	To April 22, 2024
MNP Response to Questions	Within three business days
RFP Response submissions to MNP	May 7, 2024 at 16:00:59
Contract Award	June 12, 2024
Meeting with DRPs/RPs to Discuss Methodology	June 20, 2024
Draft Report submitted to MNP	November 15, 2024
Comments on Draft Report from MNP	November 22, 2024
Final Time & Motion Report submitted to MNP	December 13, 2024
Receive Information Requests on Final Report from BCMB, Designated Registered Participants and Registered Participants	January 2025
Submission of Responses to Information Requests	February 28, 2025
Respond to Information Requests, if required	November 25, 2025 – December 12, 2025
Hearings / arbitration, if required	TBD*

*\*Timelines may vary depending on availability of hearing members, Designated Registered Participants, Registered Participants, experts and legal counsel and time needed to conduct hearing.*

## REFERENCES

The Proponent shall be required to provide two (2) references of customers for similar products or services to the subject matter of this RFP. The proponent shall provide a written description of the reference company's name, address, phone number, and the name and position of a contact person at the reference company.

## MANDATORY REQUIREMENTS

The following selection criteria will be applied:

- Candidates must address how they intend to segregate the activities bottle depot employees spend time on including sorting, consolidation, staging, shipping, cleaning, organizing, waiting, and others. It is recommended that the successful candidate consider using two grouping (i.e., core and non-core) to segregate the time spent handling containers.
- Candidates must outline a detailed workplan for each visit to depots.
- Candidates must possess an understanding of this type of study and methods used in this industry.
- Candidates must have prior expertise with this type of study.
- Candidates must demonstrate good verbal and written communication skills.
- Candidates must have the ability to dedicate sufficient time, on a priority basis, to the work required by MNP.
- Candidates must have the ability to act in all respects independent in interest to all the parties having an interest in the Time and Motion Study.
- Candidates must be prepared to sign a contract (draft included in Appendix A).
- Candidates must submit their full proposal before May 7, 2024 at 16:00:59.
- Proposals must be dated and signed in the full legal firm or corporate name of the Proponent and must bear the signature of an officer or agent duly authorized to execute contracts for the Proponent. Where Proposals are signed by an agent of the Proponent, evidence of authority to act as the Proponent’s agent shall accompany the Proposal.

## EVALUATION OF RFP RESPONSES

MNP will evaluate and select a successful RFP response based on the following information:

- MNP will evaluate each RFP response separately against the RFP’s requirements.
- During the evaluation process, RFP Respondents may be required to provide additional information to clarify statements made in their RFP response.
- MNP will rate each RFP response on a scale of 1 (unacceptable) to 10 (exceeds) and will use the following weightings:

Relevance and Breadth of Experience / Qualifications	30%
Methodological Approach / Work Plan <ul style="list-style-type: none"> <li>• Methodological approach is clear and logical</li> <li>• Methodology addresses all aspects of scope</li> <li>• Workplan addresses the scope of services</li> <li>• Level of effort for key activities in workplan</li> </ul>	40%
Price	20%

- Notwithstanding the evaluation process, MNP may reject the lowest cost RFP response, or reject any or all RFP responses. MNP reserves the right to publish the name of the RFP Respondents and the name of the RFP Respondent who is awarded the contract.

## INQUIRIES

All questions and/or requests for information regarding the RFP should be in writing and directed to:

Chris Hartman, MNP<sub>LLP</sub>  
Suite 1700, MNP Tower  
10235 101 Street NW  
Edmonton, AB T5J 3G1  
chris.hartman@mnp.ca

MNP will provide written responses by email to all requests for information to all proponents.

## CLOSING DATE

Please submit an electronic copy of the proposal by email to MNP by the 16:00:59 on May 7, 2024 to contact listed in the previous section.

## CONTRACT NEGOTIATION

If a written contract cannot be completed within 30 days of notification of the successful Proponent, MNP, may at its sole discretion at any time thereafter, terminate discussions or negotiations with that Proponent and either negotiate a contract with another qualified Proponent or choose to terminate the Request for Proposal process and not enter into a contract with any of the Proponents.

## PRESENTATION TO MNP

Proponents may be requested to make a presentation to MNP as part of the selection process. Proponents will be notified in advance of presentations.

## IRREVOCABILITY OF PROPOSALS

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the closing time. Upon closing time, all proposals become irrevocable. By submission of a proposal, the Proponent agrees that should its proposal be successful, the Proponent agrees to a contract with MNP.

## PROPONENTS EXPENSES

Proponents are solely responsible for their own expenses in preparing a proposal and subsequent negotiations with MNP, if any.

## LIMITATION OF DAMAGES

Further to the preceding paragraph, and without limitation, the Proponent, by submitting a proposal, agrees that it will not claim damages, for whatever reason, relating to the RFP or in respect of the competitive process, and by submitting a proposal, specifically waives any claim for loss of profits if no agreement is made with the Proponent.

## PROPOSAL VALIDITY

Proposals will be open for acceptance for at least 90 days after the closing date.

## ACCEPTANCE OF PROPOSALS

This Request for Proposal should not be construed as an agreement to purchase goods or services. MNP is not bound to enter in to a Contract with the Proponent who submits the lowest priced Proposal or with any Proponent. MNP may, where warranted, accept or reject any Proposal in whole or in part. MNP will be under no obligation to solicit or receive further information, whether written or oral, from any Proponent.

## CONFIDENTIAL INFORMATION

No confidential information pertaining to this RFP, a proposal submitted in response to this RFP, discussion, correspondence or memorandum of any kind regarding the RFP, or Contract negotiations may be released by a prospective Proponent without the prior written approval of MNP. All such documents and information received hereunder shall remain exclusive property of MNP. MNP may identify as confidential some information to the Proponent and, in such case, the Proponent shall have a fiduciary obligation to keep all such information confidential and to return or destroy any such confidential information upon request of MNP. Reproduction of any part of this RFP is authorized only for the preparation of Proponent's response. The Proponent shall not disclose any confidential portions of this RFP to any of its employees who do not have a "need to know" or to any third party working with or for the Proponent without the prior written consent of MNP. The Proponent shall ensure that all copies of any such confidential portions (in all forms and media) are destroyed when no longer required in connection with this RFP.

## MODIFICATION OF TERMS

MNP reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time prior to entering into a Contract with the Contractor.

## USE OF REQUEST FOR PROPOSAL

This document, or any portion thereof, may not be used for any purpose other than the submission of proposals.

## Definitions

**Designated Registered Participants** – when used in this RFP document and / or as described in any Handling Commission Review Documents referenced or provided to proponents (excluding the subcontractor agreement between MNP and the successful proponent), "Designated Registered Participant" means the Alberta Bottle Depot Association as the representative of the majority of Depot permit holders, the Alberta Beverage Container Recycling Corporation as the representative of the majority of registered manufacturers of non-refillable containers, and the Alberta Beer Container Corporation as the representative of the majority of registered manufacturers of refillable containers.

**Registered Participants** – when used in this RFP document and / or as described in any Handling Commission Review Documents referenced or provided to proponents (excluding the subcontractor agreement between MNP and the successful proponent), "Registered Participants" means any Interested Party who is granted the ability by the BCMB Board to participate in a particular Handling Commission Review by the Registered Participant Committee, in accordance with the BCMB Handling Commission By-law.

**Interested Parties** – “Interested Parties” means those parties directly affected by a Handling Commission Review and includes any or all of the Manufacturers and their respective associations and any or all of the Depots and their respective associations, the Collection System Agent and any Collection Service Provider.

## APPENDIX A: MNP TIME & MOTION STUDY DRAFT CONTRACT

*The following terms and conditions are to be included in any Agreement with the selected Subcontractor.*

*Although the final wording of the provisions may be subject to change, Subcontractors should be prepared to enter into an Agreement that includes terms and conditions as described below:*

**THIS SUBCONTRACTOR AGREEMENT**, made and entered into as of **[Date of Agreement]**, 2024.

BETWEEN:

**MNP** LLP

a limited liability partnership under Alberta law, with its principal office in Calgary, Alberta  
(hereinafter "MNP")

- and -

**[Full Legal Name of Company Subcontractor/Individual Subcontractor]**,

a **[body corporate, incorporated and continued pursuant to the laws of Alberta / an individual, resident  
in [City], in the Province of Alberta]**

(hereinafter the "Subcontractor")

**WHEREAS** the Subcontractor has represented that it possesses expertise with respect to time and motion studies, including, but not limited to conducting a time and motion study to determine the direct labour hours required for handling each of the different types of beverage containers;

**NOW THEREFORE**, in consideration of the foregoing and of the mutual promises contained herein, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

### **1. SERVICES AND WARRANTIES**

**1.1** MNP engages the Subcontractor to provide the services specified in Exhibits "A" and "B", attached to and forming part of this Agreement (the "Services"), during the Term (as defined below).

**1.2** Nothing in this Agreement shall be deemed to preclude MNP from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the Subcontractor or from independently developing or acquiring materials or programs that are similar to, or competitive with the Services provided hereunder.

**1.3** Subcontractor shall not subcontract any of the Services without the prior written approval of MNP.

**1.4** The Subcontractor will not, without the prior written consent of MNP, remove any person from performing Services until completion of the Services and will ensure that each such person continues to perform Services hereunder unless MNP requests the removal of such person or such person ceases to be employed by the Subcontractor. The Subcontractor will use all commercially reasonable efforts to effectuate an efficient transition if there are any changes in personnel assigned to perform Services under this Agreement.

**1.5** If MNP requests the removal of any Subcontractor personnel, the Subcontractor will provide MNP with a suitable replacement at substantially the same level of experience and at the same billing rates as the person

being replaced, and the Subcontractor shall not charge MNP for the services provided by the replacement personnel during the time it takes such replacement to transition onto the project.

**1.6** The Subcontractor will advise any of personnel who are assigned to perform the Services of the applicable terms of this Agreement and ensure each such person's compliance with such terms.

**1.7** The Subcontractor represents, warrants and covenants that:

- (i) the Subcontractor shall have the necessary knowledge, abilities, skills, and experience and availability to provide the Services in accordance with this Agreement and the Services will be performed in a diligent and workmanlike manner consistent with standards generally observed in the industry for the same or similar services and in accordance with applicable law;
- (ii) the Subcontractor and the individual(s) performing the services for the Subcontractor shall be members in good standing of their professional licensing or regulatory body, if applicable;
- (iii) the Subcontractor shall familiarize itself and comply with MNP's Code of Conduct, and its policy respecting Independence; and
- (iv) all work product provided by the Subcontractor will be free from defects in material and workmanship, and will meet the requirements for the work product (including those set out in the Exhibit "A").

**1.8** The Subcontractor represents, warrants and covenants that it has no and shall have no agreements with or obligations to others in conflict with its obligations to provide the Services and agrees that during the Term, the Subcontractor, its directors, officers, authorized representatives and its employees involved in the provision of the Services, will not:

- (i) engage in any activity that may constitute a conflict of interest or materially detract from the full performance of the Services without the prior written consent of MNP;
- (ii) be employed by or act as a director or officer of the client of MNP to which the Services relate (the "Client") or to any entity related to such Client;
- (iii) acquire any financial interests in the Client or any entity related to the Client, or dispose of any interests in such entities that are held at the commencement of the Services during the Term. If the Services relate to audit or assurance services that are being provided to the Client, the Subcontractor shall disclose in advance to MNP any financial or other interests in the Client held by the Subcontractor, its directors, officers, authorized representatives and its employees to be involved in the Services. Such interests shall be disposed prior to the commencement of the Services. MNP will advise the Subcontractor if the Services relate to audit or assurance services and whether disclosure of financial interests is required in the circumstances; and

- (iv) be a director or officer of any audit or assurance client of MNP, or any entity related to an audit or assurance client of MNP, without the prior written consent of MNP. The Subcontractor, its directors, officers, authorized representatives and its employees involved in the Services will disclose to MNP the names of entities in which they hold such positions to permit MNP to research its databases to determine whether the entities are audit or assurance clients, or related to audit or assurance clients.

**1.9** The Subcontractor represents, warrants, and covenants that each person that performs Services has and will have at all times while assigned to perform the Services (i) status as a full-time employee of the Subcontractor (unless the Subcontractor gives MNP advance written notice to the contrary with respect to any specific person assigned to perform the Services hereunder), and (ii) valid and legal work status under the regulations of the Citizenship and Immigration office of Canada. The Subcontractor represents, warrants, and covenants that each person that performs Services is not, and will not be at any time while assigned to perform Services, restricted by contract or otherwise in any way from performing the Services.

**1.10** The Subcontractor agrees to keep such records in respect of the provision of its Services under this Agreement as MNP may from time to time require, and agrees to make such records available at any time for inspection by MNP's representative. The Subcontractor agrees that all such records shall form part of the Materials (defined at Section 4 hereof). The Subcontractor agrees not to disclose such records to any third parties without the prior written consent of MNP.

## **2. PROJECT MANAGEMENT**

**2.1** MNP, or others whom MNP may designate, will supervise and direct the performance of the Services, including, without limitation, assigning specific duties to the Subcontractor, fixing time schedules in which the duties are to be performed, and establishing or approving standard hours (reporting time and working hours). All Services provided by the Subcontractor and its personnel will be performed at locations approved in advance in writing by MNP. The Subcontractor and each of its personnel will be required to follow reasonable work rules established by MNP.

**2.2** The Subcontractor will not interfere with or impede the contractual relationship between MNP and its clients or suggest or cause any clients to modify, cancel, or fail to renew or extend their contractual relationships with MNP, or enter into additional contracts with MNP. The Subcontractor will not make any public announcements, media releases, or other forms of public disclosure relating to the Services without the advance written consent of MNP.

## **3. FEES**

**3.1** MNP will pay the Subcontractor its hourly fees at the rates stated, or the fixed price stated, in Exhibit "B". Unless otherwise specified in Exhibit "B", such fees will be all-inclusive of professional fees, travel and other expenses, and taxes of every kind. The Subcontractor shall not incur any overtime hours, nor shall the Subcontractor allow any of its personnel to incur any overtime hours, unless expressly authorized in advance by MNP. MNP will not be responsible for paying overtime rates unless such overtime rates are expressly agreed to in Exhibit "B". At no time during the term of this Agreement will the rates stated in Exhibit "B" be increased.



**3.2** Invoices in a form approved by MNP will be submitted by the Subcontractor to MNP each month for Services rendered during the preceding month and, unless otherwise agreed by the parties, will be based upon the hours worked. In support of the invoice, the Subcontractor will submit, in a form approved by MNP, a detailed statement of hours worked by each of the Subcontractor's personnel assigned to perform Services, a description of the specific Services performed by each such person, and other information reasonably requested by MNP. The Subcontractor agrees to preserve these records for three years from the date of the payment of the last invoice hereunder, during which period MNP will have the right to recover from the Subcontractor any unwarranted time charges.

**3.3** The deliverables will be subject to the complete review and approval of MNP. All Services to be performed by the Subcontractor will be done in a manner acceptable to MNP. Any Services or deliverables that, in MNP's sole discretion, are deemed unacceptable, will result in MNP's rejection of the Subcontractor's invoices for such unacceptable Services or deliverables.

**3.4** Notwithstanding anything herein to the contrary, MNP reserves the right of offset against payment due to the Subcontractor, any and all claims arising from this Agreement which MNP may have against the Subcontractor.

#### **4. OWNERSHIP**

**4.1** "Background Intellectual Property" means, with respect to each party, such intellectual property, and all or part of the intellectual property rights therein, which are developed by, owned by or licensed to such party either prior to, or independent of any services being provided pursuant to this Agreement. Each party shall retain all rights in their Background Intellectual Property.

**4.2** The Subcontractor agrees that all rights, including, without limitation, all intellectual and other proprietary rights, in and to any reports, materials, data, or information, including all computer programs (in source code or object code) and documentation related thereto, which have been provided by MNP to the Subcontractor in connection with the performance of any of the Services and delivery of any deliverables are owned and shall continue to be owned by MNP. The Subcontractor shall deliver any or all such materials, data and information to MNP immediately upon the request of MNP. MNP shall have unrestricted access to all such materials, data and information at all times.

**4.3** Subject to the rights of the Subcontractor in its Background Intellectual Property, the Subcontractor agrees that all reports, materials, data or information generated or developed by the Subcontractor under this Agreement (collectively, the "Materials") shall be the property of MNP, and are hereby assigned to MNP. MNP shall have unrestricted access to all the Materials at all times.

**4.4** Without limiting any other rights in intellectual property granted to MNP herein, the Subcontractor specifically agrees that all copyrightable material generated or developed under this Agreement shall be owned exclusively by MNP and the Subcontractor hereby assigns to MNP the ownership of copyright in such Materials, and the Subcontractor represents and warrants that it has obtained all waivers of moral rights in connection with such deliverables, in each case without the necessity of any further consideration and MNP shall be entitled to obtain and hold in its own name all copyrights in respect of such Materials.

**4.5** If and to the extent the Subcontractor may, under applicable law, be entitled to claim any ownership interest in the Materials, the Subcontractor hereby transfers, grants, conveys assigns and relinquishes to MNP all of the Subcontractor's right, title and interest in and to such Materials under patent, copyright, trade secret and trade-mark law, in perpetuity or for the longest period otherwise permitted by law.

**4.6** The Subcontractor shall perform any acts that may be deemed necessary or desirable by MNP to evidence more fully the transfer of ownership of all Materials to MNP to the fullest extent possible, including without limitation, the making of further written assignments in a form determined by MNP.

**4.7** To the extent that any pre-existing rights including without limitation Background Intellectual Property are embodied or reflected in the Materials, the Subcontractor hereby grants to MNP, the irrevocable, perpetual, non-exclusive, world-wide, royalty-free right and license to: (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing rights and any derivative works thereof; and (ii) authorize others to do any or all of the foregoing.

**4.8** The Subcontractor hereby represents and warrants that it has full right and authority to perform its obligations and grant the rights and licenses herein granted, and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title or interest to any intellectual property right that would conflict with its obligations hereunder. The Subcontractor covenants and agrees that it shall not enter into any such agreements.

**4.9** The Subcontractor agrees that it shall have and maintain, during performance of this Agreement, written agreements with all employees, Subcontractors or agents engaged by the Subcontractor in performance hereunder, granting the Subcontractor rights sufficient to support all performance and grants of rights by the Subcontractor.

## **5. CONFIDENTIALITY**

**5.1** All information and data, including without limitation, all business, planning, performance, financial, product, trade secret, technical, sales, marketing, contractual, employee, supplier and client information and data, disclosed orally, in writing or electronically to the Subcontractor by MNP or by MNP's client to which the Services relate, whether expressly identified as proprietary or confidential or not, is proprietary and confidential information (the "Confidential Information"). The Subcontractor agrees to use such Confidential Information solely as necessary in connection with fulfilling its obligations under this Agreement, and to protect the confidentiality of such Confidential Information and not to disclose it to any third party without MNP's prior, written consent. The terms of this Agreement shall also be considered Confidential Information.

**5.2** Confidential Information shall not include information which (i) shall have otherwise become publicly available (other than as a result of disclosure by the receiving party in breach hereof), (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favour of the disclosing party, (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party, or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, summons or other administrative or legal process, or by applicable

regulatory or professional standards, or in connection with any judicial or other proceeding involving the parties relating to the Services or this Agreement.

**5.3** The Subcontractor shall maintain the confidentiality of all Confidential Information disclosed to it and shall take all necessary precautions against unauthorised disclosure of the Confidential Information. The Subcontractor, its directors, officers, authorized representatives and its employees shall not directly or indirectly disclose, allow access to, transmit or transfer any Confidential Information to any third party without the prior written consent of MNP. The Subcontractor, its directors, officers, authorized representatives and its employees shall not use or copy any Confidential Information except as may be reasonably required to provide the Services.

**5.4** Upon the request of MNP, and in any event upon the termination or expiration of this Agreement, the Subcontractor shall use its commercially reasonable efforts to return to MNP all records and materials, including all copies in whatever form, containing any Confidential Information which are in the Subcontractor's possession or under its control.

## **6. TERM AND TERMINATION**

**6.1** This Agreement will be effective on the date stated above and, unless terminated sooner in accordance with its provisions, will terminate upon the completion the Services (the "Term").

**6.2** MNP may terminate this Agreement, for any reason, on fifteen (15) days notice without further liability to the Subcontractor.

**6.3** This Agreement may be terminated by either party, without further liability, if the other party ceases to conduct business in the normal course, becomes insolvent or bankrupt or makes an assignment for the benefit of its creditors, or if a receiver is appointed in respect of the other party's property, or if the other party is otherwise unable to carry on business.

**6.4** Notwithstanding the foregoing, MNP may immediately terminate this Agreement upon written notice to the Subcontractor, and without further liability:

- (i) where MNP receives notification from a Client that the Subcontractor is unacceptable, or direction by a Client to use an alternative to Subcontractor, as a subcontractor for the Services;
- (ii) in the event the Subcontractor is in material breach of this Agreement;
- (iii) in the event the Subcontractor is in breach of the confidentiality obligations hereunder, whether the breach is material or not; or
- (iv) upon written notice to the Subcontractor where (i) the Subcontractor becomes an audit or assurance client of MNP or a director or officer of same, or any entity related to an audit or assurance client of MNP; or (ii) termination is required due to independence rules, rules of professional conduct or other applicable laws, rules and regulations in effect or hereafter adopted that govern the profession or the business of MNP.

**6.5** Unless otherwise agreed in writing, upon expiry, or receipt of a notice of termination, of this Agreement:

- (i) the Subcontractor shall promptly refund on a pro rata basis all Fees paid in advance to Subcontractor by MNP;
- (ii) the Subcontractor shall provide all reasonable co-operation to MNP in good faith in the orderly wind down of such work in which the Subcontractor is involved under this Agreement; and
- (iii) each Party shall cease using the intellectual property of the other; and shall not publicly hold itself out as an associate or former associate of the other without the prior written consent of the other.

## **7. INDEMNITY**

**7.1** The Subcontractor shall defend, indemnify and hold MNP, its affiliates and each of their respective partners, directors, officers, employees, agents and Subcontractors (each a "MNP Indemnified Party") harmless from and against all claims, actions, liabilities, damages, losses, awards, judgments, settlements, proceedings, demands and expenses (including reasonable legal fees) charges and penalties (collectively, the "Losses"): (a) arising from or in connection with any claim of infringement or misappropriation made against MNP in respect of any copyright, patent, trade-mark, trade name, trade secret or similar proprietary rights conferred by statute, contract or other law, alleged to have occurred because of the use or disclosure in connection with the Services of systems, products or other resources or deliverables to be provided to MNP by the Subcontractor in accordance with this Agreement; (b) assessed, claimed or demanded against MNP in connection with the breach, non-performance or defective performance of the terms of this Agreement by or on behalf of the Subcontractor; or (c) in respect of personal injury, including death, or loss of, damage to, tangible property or loss of data related to, arising out of or in connection with this Agreement.

**7.2** The Subcontractor shall defend, indemnify and hold the MNP Indemnified Parties harmless from and against all Losses which may be claimed by any federal or provincial tax authority requiring MNP to pay income tax under the Income Tax Act (Canada) or any other tax law in respect of income tax payable by the Subcontractor, and in respect of any and all Losses which may be made on behalf of or related to the Employment Insurance Commission, the Ministry of Labour, the Canada Pension Commission or any other government or statutory authority, with respect to the failure of the Subcontractor to remit any taxes, fees or payments to such authority in relation to the provision of Services.

**7.3** The Subcontractor shall defend, indemnify and hold the MNP Indemnified Parties harmless from and against all Losses which may be claimed by any agent or employee of the Subcontractor, claiming from any MNP Indemnified Party any compensation for provision of the Services.

## **8. NO RECRUITMENT OR SOLICITATION**

**8.1** During the Term and for a period of one (1) year thereafter, the Subcontractor shall not directly or indirectly, either alone or in conjunction with any individual, firm, corporation, association or other entity, without the prior written consent of MNP, solicit or attempt to solicit the employment of, or hire, employ,

contract, hire, retain or engage, or make an offer in respect of same to, any officer, director, partner, employee, subcontractor or consultant of MNP (other than following a general offer of employment in the usual media).

**8.2** During the Term and for a period of one (1) year thereafter, the Subcontractor shall not directly or indirectly, either alone or in conjunction with any individual, firm, corporation, association or other entity, without the prior written consent of MNP, solicit, or attempt to divert to any competitor of MNP, any client or customer of MNP by direct or indirect inducement or otherwise. For greater certainty, the Subcontractor may deal with clients or customers with whom it had a business relationship prior to entering this Agreement.

## **9. STATUTORY COMPLIANCE**

**9.1** The Subcontractor shall comply with and observe all the provisions and requirements of:

- (i) all laws of the Province of Alberta, enacted hereinafter from time to time, having any application to the performance of the Services;
- (ii) any regulations inclusive of any amendments or substitutions in force from time to time under any of the Acts referred to in clause (a);
- (iii) any by-law or resolution of any governmental authority in the Province of Alberta to the extent that any of the aforesaid are applicable to the Subcontractor or to the Services under this Agreement, whether specifically or generally, and whether by express working or implication. The Subcontractor agrees that, except as is noted hereinafter, it shall apply for and obtain any license, permit, approval or other consent required pursuant to any of the foregoing, and any fee, levy, tax, or costs payable in respect thereto shall be paid for by the Subcontractor at its own expense; and
- (iv) all policies, procedures, rules or directives of Beverage Container Management Board ("BCMB") in effect or made at any time during the terms of this Agreement, and communicated to the Subcontractor.

## **10. GENERAL CLAUSES**

**10.1** Non-Exclusivity. Nothing contained in this Agreement will be construed to obligate MNP to use the Subcontractor's services, or that of any personnel of the Subcontractor, in any guaranteed quantity or for any guaranteed period of time. The quantity and duration of service will be determined by MNP in its sole discretion.

**10.2** Assignment. The Subcontractor will not delegate or assign any of its interests in or duties hereunder without the advance written consent of MNP, which consent MNP may withhold in its sole discretion. MNP may assign its rights and duties hereunder without the Subcontractor's consent.

**10.3** Independent Subcontractor. The Subcontractor agrees that it shall be acting as an independent Subcontractor and shall not be considered or deemed to be an agent, partner, employee or joint-venturer of MNP. The Subcontractor is not and shall not represent itself, its directors, officers, authorized representatives, employees, or subcontractors to be an agent of MNP unless a specific, written authorization to do so has been

provided in advance by MNP's representative. The Subcontractor's employees, Subcontractors and agents shall have no status as employees of MNP of any right to any benefits that MNP grants to its employees.

**10.4 Facilities and Equipment:** In the performance of the Services the Subcontractor shall provide its own equipment and where required its own office space. The Subcontractor may rent space or equipment or both from MNP, upon mutually agreed terms, from time to time as needed.

**10.5 Force Majeure.** Neither party shall be deemed in default of this Agreement to the extent that performance of their obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, nature disaster, accident, act of government, shortages of materials or supplies, or any other cause beyond the control of such party ("Force Majeure") provided that such party gives the other party written notice thereof promptly and within ten (10) days of discovery thereof uses its best efforts to cure the breach or delay.

**10.6 Insurance.** The Subcontractor represents and warrants that it has in force, and will maintain in force worker's compensation, commercial general liability, errors and omissions, and other forms of insurance sufficient to protect and indemnify MNP and Client, and each of their officers, directors, members, partners, principals, employees and agents, from any losses resulting from the conduct, acts or omissions of the Subcontractor, its officers, agents, servants and personnel, but in any event no less than the forms of insurance coverages set forth in the Exhibits hereto, if any. The Subcontractor will forward to MNP, prior to commencing the Services, a certificate of insurance verifying that the Subcontractor is insured in policy amounts of not less than the amounts set forth in the Exhibits hereto for all matters relating to the Services. Such certificates will indicate that the insurance may not be cancelled before the expiration of a thirty (30) day notification period and that MNP will be immediately notified in writing of any such notice of termination.

**10.7 Right to Injunction.** The Subcontractor acknowledges that monetary damages alone will not adequately compensate MNP in the event of the Subcontractor's breach of Sections 5 or 8 of this Agreement. Therefore, in addition to all other remedies available at law or in equity, in the event of breach of Sections 5 or 8 hereof, MNP will be entitled to injunctive relief for the enforcement thereof (without the need to post any bond or other undertaking), as well as to an accounting and payment by the Subcontractor to MNP of any and all receipts received by the Subcontractor as a result of such breach.

**10.8 Entire Agreement.** This Agreement, including its Exhibits, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other oral or written representations, understandings or agreements relating to the subject matter hereof.

**10.9 Survival.** The Subcontractor's representations and warranties herein and the provisions of Sections 4, 5, 7, and 8 hereof will survive the termination of this Agreement.

**10.10 Severability.** If any provision of this Agreement is declared or found by a court of competent jurisdiction to be illegal, unenforceable, or void, then such provision will be null and void, but each other provision hereof not so affected will be enforced to the full extent permitted by applicable law.

**10.11** Waiver. No delay or omission by MNP in enforcing any of its rights or remedies hereunder will impair such right or remedy or be deemed to be a waiver thereof. No waiver by MNP of any right or remedy hereunder with respect to any occurrence or event on one occasion will be deemed a waiver by MNP of such right or remedy with respect to such occurrence or event on any other occasion. No amendment or waiver will be valid unless in writing and signed by both parties.

**10.12** Notice. Whenever under this Agreement one party is required or permitted to give notice to the other, such notice will be in writing and deemed given upon the earlier of delivery or five (5) calendar days after such notice is mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the addressee at its address stated below:

If to MNP: **Suite 1700  
10235 101 Street NW  
Edmonton, AB T5J 3G1  
PH. 780.974.1949  
Fax. 780.454.1908**

If to Subcontractor: **[Insert Address of Subcontractor]**

**[Contact fax/phone numbers]**

Either party may change its address for notice by giving the other party advance written notice of the new address in conformity with the foregoing and the date upon which such new address will become effective.

**10.13** Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the Province of Alberta (without giving effect to the choice of law principles thereof).

**10.14** Applicable Laws. The Subcontractor will abide by all applicable laws, rules and regulations in connection with its performance of the Services hereunder.

**10.15** Freedom of Information and Privacy Act. The Subcontractor acknowledges that the *Freedom of Information and Privacy Act* applies to all information and records provided by the Subcontractor to the MNP and to any information and records which are in the custody or under the control of the MNP. The Subcontractor acknowledges that Part 2 of the *Freedom of Information and Protection of Privacy Act* applies to the Subcontractor during the currency of this Agreement.

**10.16** Communication with Interested Parties. The Subcontractor and any personnel who are assigned to perform the Services shall not communicate with any "Interested Party", as defined in Exhibit "C" of the Request for Proposal: Time and Motion Study – Consulting Services. In the event the Subcontractor is contacted by any party other than MNP in respect of the Services, the Subcontractor shall immediately notify MNP to determine the appropriate course of action.



**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed and entered into by their respective duly authorized representatives as of the date first set forth above.

**MNP** LLP

**[SUBCONTRACTOR, ENTITY OR INDIVIDUAL'S FULL  
LEGAL NAME]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT "A"**

Exhibit A of the contract is to include the Request for Proposal: Time and Motion Study – Consulting Services.

## EXHIBIT "B"

Exhibit B of the contract is to include the Response to the Request for Proposal: Time and Motion Study – Consulting Services that is included in Exhibit A.

## Exhibit "C"

**"Interested Parties"** for the purposes of this Request for Proposal: Time and Motion Study – Consulting Services include but are not limited to:

- Beverage Container Management Board (BCMB)
- Alberta Bottle Depot Association (ABDA)
- Alberta Beverage Container Recycling Corporation (ABCRC)
- Alberta Beer Container Corporation (ABCC)
- All employees of the above named entities
- All Depot Owners
- All persons specifically identified in the BCMB confirmation of Interested Party process as part of the Handling Commission Review process; to be determined in January, 2025
- Any other person deemed to have an interest in the process.

**These persons shall not be contacted by the Time and Motion Study Expert except to schedule work at a Depot. Under no circumstances should the expert engage in discussion with any interested party regarding the methodology, process, or outcomes of the study except in written documents submitted to MNP to be part of the official record of the Handling Commission Review Process or when specifically requested / schedules by the BCMB.**



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