

February 15, 2023

FOI No: 2023-08

VIA E-MAIL – **Redacted S. 22**

Redacted S. 22

Dear **s.22**

Re: Request for Records
Freedom of Information and Protection of Privacy Act
Part 2 / Item 2 Regarding RFP Submissions

The City of White Rock has reviewed your request for access to the following records pursuant to the Freedom of Information and Protection of Privacy Act (the “Act”):

- 1. Please provide the complete and final cost of the Solid Waste Operational Review submitted to City Council for review on February 22, 2021 by Dillon Consulting Ltd. (Completed February 10, 2023)*
- 2. Please provide the two responses to the RFP for multi-family buildings. If the entire proposal is not available to the public please provide the sections of the RFP submissions that detail the cost of the following services multi-family dwelling: garbage, recycling and organic waste management collection*

Now Amended as follows in accordance with your email sent February 13, 2023:

- 3. Instead of proceeding with the above (Item 2), provide the names of the two companies who did respond to the RFP for waste management?*
- 4. In addition provide a copy of the actual RFP.*

Access to the information requested under Item 2 as amended is provided as follows:

- GFL Green For Life Environmental; and
- Waste Connections of Canada

Corporate Administration
P: 604.541.2212 | F: 604.541.9348

City of White Rock
15322 Buena Vista Avenue, White Rock BC, Canada V4B 1Y6

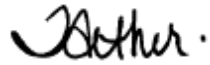
WHITE ROCK
City by the Sea!

www.whiterockcity.ca

FOI NO. 2023-08

Please contact our office if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Arthur", with a period at the end.

Tracey Arthur
Director of Corporate Administration

Attachment: City of White Rock RFP WR22-009

If you believe that the City of White Rock has been unreasonable in its handling of your request, you may ask the Information and Privacy Commissioner to review our response. You have 30 days from receipt of this notice to request a review by writing to:

Office of the Information and Privacy Commissioner
3rd Floor, 756 Fort Street
Victoria BC V8W 1H2

Should you decide to request a review, please provide the Commissioner's office with:

1. your name, address and telephone number;
2. a copy of this letter;
3. a copy of your original request sent to the City of White Rock; and
4. the reasons or grounds upon which you are requesting the review.



REQUEST FOR PROPOSAL (RFP)

**Solid Waste Collection Services for
Multi-Family and Commercial Properties and Large Item Pick-Up Services**

RFP Reference No.: WR22-009

Important dates and information to note:

Issue Date	August 19, 2022
Deadline for Enquiries	September 8, 2022
Designated Contact Person	Corrine Haer, P.Eng. Manager, Engineering OPERATIONS@WHITEROCKCITY.CA
Closing Date and Time	September 14, 2022, at 2:00:00 PM (Pacific Time)
Closing Location	OPERATIONS@WHITEROCKCITY.CA City of White Rock Engineering & Operations Department 877 Keil Street White Rock, BC V4B 4V5

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Part A - INFORMATION AND INSTRUCTIONS

1 PURPOSE

The City of White Rock is seeking a qualified Proponent to perform solid waste collection services for its multi-family and commercial properties.

For more detailed information regarding the Scope of Services, refer to Part C-Terms of Reference.

This RFP is not a tender and does not commit White Rock in any way to select a Preferred Proponent, or to proceed to negotiations for a Final Contract or to award any Final Contract.

2 DEFINITIONS

In this RFP the following terms will have the meaning set out below:

"Addendum/Addenda" means a change, or addition, or correction significant enough to be formally made to this RFP. Addenda are posted on BC Bid;

"BC Bid Website" means the website administered by the Province of British for BC public sector bid opportunities available at www.bcbid.gov.bc.ca/open.dll/welcome;

"City" means the City of White Rock;

"Closing Date and Time" has the meaning set out on the cover page;

"Carts" means the 240 L and 360 L, plastic wheeled containers that the Contractor will provide under the Final Contract as outlined in **Section 18.2.6**;

"Collection" means the collection of Garbage, Recycling, or Green Waste from properties in the Contract. When "Collection" is used in the pricing sheets, it includes the costs for Container rental and Disposal;

"Compactors" means containers which are used for the consolidation and collection of Garbage (and sometimes Recycling) and which compact materials placed into them into a smaller volume;

"Container Locations" means the locations where Containers for collection of Garbage, Recycling, and Green Waste are located in MF, Commercial, and Mixed-Use properties;

"Containers" means the containers that the Contractor will provide under the Final Contract as outlined in **Section 18.2.6**;

"Contractor" means the party that will enter into the Final Contract with the City;

"CNG" means compressed natural gas;

"CNG-Fueled Vehicles" has the meaning set out in **Section 18.4.1**;

"Designated Contact Person" has the meaning set out on the cover page of this RFP;

"Draft Contract" means the draft contract included as Schedule 6 to this RFP;

"Evaluation Committee" has the meaning set out in **Section 6.1**;

"Final Contract" means a formal written contract between White Rock and the Preferred

Proponent to undertake the Services, based on the Draft Contract, amended and finalized as negotiated between White Rock and the Preferred Proponent;

“Front-Load Containers” means the dumpster-style containers that the Contractor will provide under the Final Contract as outlined in **Section 18.2.6**;

“Garbage” means solid waste that is not banned materials, recyclable materials or organic waste;

“Green Waste” has the same meaning as in the in the Consolidation of Greater Vancouver Sewerage and Drainage Tipping Fee and Solid Waste Disposal Regulation Bylaw;

“LIPU” means Large Item Pick-Up and has the meaning set out in **Section 18.2.4**;

“LIPU Customers” has the meaning set out in **Section 18.2.4**;

“LIPU Implementation” has the meaning set out in **Section 18.2.10.5**;

“Mattress” has the same meaning as “Mattresses” in the Consolidation of Greater Vancouver Sewerage and Drainage Tipping Fee and Solid Waste Disposal Regulation Bylaw;

“Mattress Recycling Facility” has the meaning set out in **Section 18.2.4.6**;

“Mixed-Use” has the meaning set out in **Section 18.2.3**;

“Mixed-Use Transition” has the meaning set out in **Section 18.2.10.6**;

“MF” has the meaning set out in **Section 18.2.1**;

“MF Transition” has the meaning set out in **Section 18.2.10.4**;

“Commercial” has the meaning set out in **Section 18.2.2**;

“Commercial Transition” has the meaning set out in **Section 18.2.10.7**;

“Performance Security” has the meaning set out in **Section 5.3**;

“Preferred Proponent(s)” means the Proponent(s) selected by the Evaluation Committee to enter into negotiations with the City for the intended purpose for a Final Contract(s);

“Proponent” means an entity that submits a Proposal;

“Proposal” means a proposal submitted in response to this RFP;

“Recycle BC Services Agreement” has the meaning set out in **Section 18.2.1.2.1**;

“Recycling” means packaging and printed paper as defined in the Recycling Regulation and identified by the current Recycle BC BC Packaging and Printed Paper Stewardship Plan as eligible for pickup by collectors;

“Requirements” means all of the specifications, requirements and services set out in this RFP that describe the requirements that the Services, goods, materials and equipment must meet, and the proponent must provide;

“RFP” means this Request for Proposal, including all schedules and addendum attached hereto;

"Restricted Parties" has the meaning set out in **Section 14**;

"RNG" means renewable natural gas;

"Variation" has the meaning set out in Part C;

"White Rock" means the City of White Rock;

"Services" has the meaning set out in **Section 18.2** of this RFP document, or as otherwise agreed to;

"Surrey Transfer Station" means the transfer station located at 9770 192nd Street, Surrey, B.C.;

"Submission" means the Proponent's offer made for this RFP with all appendices or addenda submitted by the Proponent in response to this RFP;

"White Rock Website" means the website at <http://www.whiterockcity.ca/EN/main/business/tenders-rfps.html>

3 ELIGIBILITY TO PARTICIPATE

The City of White Rock is inviting Submissions from qualified bidders that have a proven track record of garbage, recycling and green waste collection and have demonstrated, in their past experience, outstanding customer service and a high safety record.

4 INSTRUCTIONS TO PROPONENTS

4.1 Closing Time and Address for Proposal Delivery

Proposals must be received at the address, on or before the closing time as noted on the cover page of this RFP.

Please seal your envelope or package and mark, on the outside, the RFP number and your company name. Submissions by fax or email will not be accepted.

4.2 Number of Copies

Proponents should submit one (1) hardcopy and one (1) electronic copy of their Proposals. The electronic copy may be submitted on a USB flash drive or other similar electronic storage device. In the event of a discrepancy between a hardcopy and an electronic copy of a Proposal, the hardcopy version will have priority.

4.3 Late Proposals

Proposals received after the Closing Time will not be accepted.

4.4 Amendments to Proposals

Proposals may be revised by written amendment, delivered to the location set out on the cover page of this RFP, at any time before the Closing Time but not after.

4.5 Information on White Rock Website

White Rock will post information relating to this RFP on the White Rock Website, and any interested party will be responsible to monitor the White Rock Website for such information, including addendum to this RFP, if any.

The web site is located at <http://www.whiterockcity.ca/EN/main/business/tenders-rfps.html>

4.6 Inquiries

All inquiries related to this RFP should be directed in writing to the White Rock's Designated Contact Person named on the cover page of this RFP.

Information obtained from any person or source other than White Rock's Designated Contact Person may not be relied upon. White Rock will attempt to respond to all reasonable inquiries but reserves the right not to respond to inquiries. Proponents finding discrepancies or omissions in the RFP or having doubts as to the meaning or intent of any provision, should immediately notify White Rock's Designated Contact Person.

4.7 Addenda

If White Rock determines that an amendment is required to this RFP, White Rock's Representative will issue a written addendum by posting it on the White Rock Website at <http://www.whiterockcity.ca/EN/main/business/tenders-rfps.html> that will form part of this RFP. It is the responsibility of Proponents to check the White Rock Website for addenda. The only way this RFP may be added to or amended in any way is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFP or may be relied upon by any Proponent. By delivery of a Proposal, a Proponent is deemed to have received, accepted and understood the entire RFP, including any and all addenda.

4.8 Examination of Contract Documents and Site

Proponents will be deemed to have carefully examined the RFP and all other attached Appendices, Attachments and any places where the Services will be performed prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal. Where proponents have not examined places where the Services will be performed, White Rock takes no responsibility for assumptions made by the Proponent and the Proponent will fulfill all obligations under this RFP as submitted in their response.

4.9 Opening of Proposals

White Rock will open Proposals in private.

4.10 Signature

Proposals should be signed by a person authorized to sign on behalf of the Proponent and bind the Proponent to statements made in the Proposal. If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally.

5 PROPOSAL FORMAT AND CONTENTS

5.1 Package

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

5.2 Form of Proposal

Proponents should submit a Proposal that answers the questions and provides the information requested in **Appendix A** through to **Appendix H**. If a Proponent cannot respond to a particular item, the Proponent should briefly explain why. A Proposal should include the following:

- Appendix A – Proposal Submission Form
- Appendix B – Statement of Departures
- Appendix C – Proponent's Experience, Reputation and Resources
- Appendix D – Equipment and Resources
- Appendix E – Destination of Materials
- Appendix F – Proponent's Technical Proposal
- Appendix G – Financial Proposal
- Appendix H – Surety and Verification of Insurance

5.3 Performance Security

Proponents should provide written evidence from their financial institution stating that upon award of the Final Contract a letter of credit (amount will depend on value of overall contract) will be provided for the benefit of White Rock.

6 EVALUATION AND SELECTION

6.1 Evaluation Committee

The evaluation of Proposals will be undertaken on behalf of White Rock by an evaluation committee appointed by White Rock (the "Evaluation Committee"), which may consist of one or more persons. The Evaluation Committee may consult with others including White Rock staff members, third party consultants and references, as the Evaluation Committee may in its discretion decide is appropriate.

The Evaluation Committee will compare and evaluate all Proposals to determine each Proponent's strength and ability to provide the Services in accordance with White Rock's Objectives in order to determine the Proposal, or Proposals, which are most advantageous to White Rock, using the following criteria:

1. Experience, Reputation and Resources

The Proponent's experience, safety record, reputation (including references) and resources as applicable to the performance of the Services. For this evaluation criterion the Evaluation Committee will give particular reference to the Proponent's responses in **Appendix C**.

2. Technical

The Proponent's technical proposal for the performance of the Services as outlined in the Proponent's responses in **Appendix F**.

3. Financial

The Proponent's financial proposal for the performance of the Services as described in the Proponent's responses in **Appendix G**.

The Evaluation Committee may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. It is anticipated that the Proposal that offers the greatest value overall (Including but not limited to experience, reputation, resources, technical and financial) will be judged as most advantageous. Bad or poor references/reputation or lack of established experience may result in a Proponent failing the evaluation.

6.2 Additional Information

The Evaluation Committee may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Committee may make such requests to all Proponents or only to selected Proponents, without incurring any obligations to any other Proponent. The Evaluation Committee may consider such clarifications or additional information in evaluating a Proposal.

6.3 Interviews

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

6.4 Negotiation of Final Contract and Award

Proponents are encouraged to submit all options/variations that they deem appropriate, and the

City of White Rock reserves the right to negotiate the options/variations to find a solution most suitable to the City, in the City's sole and unfettered discretion.

White Rock may, at its discretion, select one or more than one preferred Proponents and enter into one or more than one Final Contract. If White Rock selects a Preferred Proponent or Preferred Proponents, then White Rock may:

1. Enter discussions with the Preferred Proponent(s) to clarify any outstanding issues and attempt to finalize the terms of the Final Contract(s), including financial terms. Such discussion may include incorporation of the Preferred Proponent's suggested amendments to the RFP as may be included in the Proponent's Proposal. The Preferred Proponent(s) will use good faith commercial efforts in its discussions, and if such discussions are successful, White Rock and the Preferred Proponent(s) will enter into the Final Contract(s); or,
2. If, at any time, White Rock reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event White Rock may then either open discussions with another Proponent without incurring any obligations to any other Proponent, or terminate this RFP in whole or in part and retain or obtain the Services in some other manner.

Part B - GENERAL TERMS AND CONDITIONS

The following terms and conditions will apply to this RFP. The submission of a Proposal in response to this RFP indicates acceptance of all the terms and conditions contained herein and included in any addenda issued by the City of White Rock for this RFP. Proposals that contain provisions that been written in the Proposal.

7 No Obligation

This RFP is not a tender and does not commit White Rock in any way to select a Preferred Proponent, or to proceed to negotiations for a Final Contract, or to award any Final Contract. Notwithstanding any other provision in the RFP documents, any practice or custom in the industry, or the procedures and guidelines recommended for use on publicly funded projects, White Rock, in its sole discretion, shall have the unfettered right to:

1. Accept any RFP, all or any part of an RFP, and accept an RFP which is not the lowest priced RFP;
2. Reject any or all Proposals, or reject an RFP even if it is the only RFP received by White Rock;
3. Reserves the complete right to, at any time, reject all Proposals, and to terminate this RFP process;
4. Award all or a portion of the Services to any Proponent;
5. Modify the terms of the RFP (should the modifications be significant, the City may provide the opportunity for Proponents to adjust their Proposals or re-submit altogether, as determined);
6. Require clarification and rectification of the information set out by one or more of the Proponents in respect of the Proposals submitted;
7. Waive any material non-compliant with this RFP and may elect to retain, for consideration, Proposals which do not contain the content or form requested by this RFP or which have not strictly complied with the process for submission set out herein;
8. Communicate with, meet with or negotiate with the preferred Proponent, or any Proponent, on any details, including changes to specifications and price.

8 No Claims

White Rock and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Final Contract, or other activity related to or arising out of this RFP, including in the event White Rock accepts a non-compliant Proposal or otherwise breaches the terms of this RFP.

9 No Lobbying

Proponents and their agents will not contact any member of White Rock Council or City staff or Consultants engaged with the City with respect to this RFP, other than White Rock's Representative named in **Section 9**, at any time prior to the award of a Final Contract or the termination of this RFP, and White Rock may, at its discretion, reject the Proposal of any Proponent that makes any such contact.

10 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with White Rock or its representatives and consultants, relating to or arising from this RFP.

11 Conflict of Interest

Proponents should disclose any potential conflicts of interest (in **Appendix A** attached to this RFP) and existing business relationships they may have with White Rock. White Rock may reject a Proposal from any Proponent that White Rock judges would be in a conflict of interest if the Proponent is awarded a Final Contract.

12 Confidentiality

All submissions become the property of White Rock and will not be returned to the Proponent. All submissions will be held in confidence by White Rock unless otherwise required by law. Proponents should be aware White Rock is a "public body" defined by and subject to the Freedom of Information and Protection of Privacy Act of British Columbia and confidentiality cannot be guaranteed.

13 Amendment to or Withdrawal of Proposals

Proponents will be deemed to have carefully examined the RFP document, including all attachments, Schedules, the document and the Site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence the Proposal.

Proponents may amend or withdraw their Proposal in writing any time prior to the Closing Date and Time. Upon such Closing Date and Time, all Proposals become irrevocable. The City will be under no obligation to receive further information after such Closing Date and Time, whether written or verbal, from any Proponent.

Proposals will be open for acceptance by City for at least ninety (90) days after the Closing Date.

14 Restricted Parties

The following nonexhaustive list of parties (the "Restricted Parties") and any entity directly or indirectly controlled by any of the Restricted Parties, and any advisors of any of the Restricted Parties, are restricted from participating as a member of a Proponent's team:

Lidstone & Company Barristers & Solicitors (external legal advisors)

The above may not be an exhaustive list of Restricted Parties. Additional persons may be added to the list at any stage of the competitive process for the Services by issuance of an addendum of the RFP, as White Rock becomes aware of additional persons who should be restricted.

15 Legal Advisor

Lidstone & Company Barristers & Solicitors is a Restricted Party. By submitting a Proposal, the Proponent expressly consents to Lidstone & Company Barristers & Solicitors representing White Rock for all matters in relation to this RFP and the Final Contract, including any matter that is adverse to the Proponent, despite any information of the Proponent and any solicitor-client relationship that the Proponent may have had, or may have, with Lidstone & Company Barristers & Solicitors relation to matters other than this RFP and the Final Contract. This Section is not intended to waive any of the Proponent's rights of confidentiality or solicitor-client privilege. White Rock reserves the right at any time to waive any provision of this Section.

PART C – TERMS OF REFERENCE

16 Purpose of This RFP

The City of White Rock is seeking a qualified Proponent to perform solid waste Collection services for multi-family (MF) and commercial properties large item pick-up (LIPU) services for single family residents.

The Proponent will provide Services in accordance with the information provided within this Terms of Reference document including, but not limited to the following:

1. MF Collection of Garbage, Recycling, and Organics;
2. Commercial Collection of Garbage, Recycling, and Organics;
3. LIPU Collection;
4. Transportation, Delivery and Processing of Materials; and,
5. Provision of Containers for Collection.

17 Background

Located in the southwest corner of the Lower Mainland, the City of White Rock is a seaside community with a population of over 20,000, overseeing an eight-kilometer sandy beach and the warm shallow waters of Semiahmoo Bay from a steep hillside.

The City previously provided solid waste collection to all properties. In 2015, the City privatized solid waste collection for MF and Commercial properties allowing each property to make individual solid waste collection arrangements with contractors. The City continued to provide solid waste collection services to SF households and some MF properties with 6 or less units. City facilities are currently contracted to GFL Environmental Inc. for collection.

The present system whereby MF and Commercial properties make private arrangements with contractors causes concerns for transportation, environment and policy compliance. Following public feedback and consultation with legal resources, the City is planning to consolidate services through the implementation of a City-managed contract to provide Collection services to MF, Commercial, and Mixed-Use properties. Further, this contract will include LIPU collection for single-family residents.

18 Scope of Services

18.1 City's Objectives

White Rock is exploring the opportunity to enter into a cooperative, mutually beneficial commercial relationship with a Contractor for multi-family and commercial pick up, that includes:

1. The performance of the Services in a cost effective, safe and efficient manner, maximizing overall collection system value and optimizing capital, operation and maintenance costs;
2. The provision to customers of a high quality and reliable collection service;
3. The reduction of adverse environmental impacts from the performance of the Services, including where appropriate the adoption of clean technologies;
4. The reduction of truck traffic in City streets;
5. The increase of diversion of materials from traditional disposal sites such as landfills;
6. The minimizing of customer complaints, confusion and service disruptions, particularly during the initial implementation of the Services;
7. A Contractor who will efficiently and effectively deal with all service calls;
8. The flexibility to revise or replace the Services, in whole or in part, to deal with poor service performance;

9. The provision of opportunities for Contractor innovation and in the performance of the Services during the term of the Contract; and
10. The retention of flexibility during the term of the Contract to allow for the introduction of new services desired by customers or mandated by governing bodies, and for the modification of the Services during the term of the Contract where appropriate.

18.2 Required Services

18.2.1 Multi-Family (MF) Collection

The Contractor is responsible for the collection of Garbage, Recycling and Green Waste from MF properties as described in the following sections. All MF properties (as currently known by the City) are described in **Schedule 1**; however, this document will be updated with more information on MF properties in advance of transition implementation. The City is aware that it may be incomplete.

MF properties in the Final Contract will be all residential properties in the City which:

- Have five or more units; *and*
- Have centralized collection; *and*
- Have garbage collection in front-load Containers or compactors; *and*
- Do not have any commercial units in the property which share Garbage, Recycling and Green Waste facilities with MF units.

By extension of this definition, properties that are *not* included as MF properties under the Final Contract include, but are not limited to:

- Duplexes, Triplexes, and Fourplexes;
- Townhouse complexes with curbside collection; and,
- Any MF property with cart-based garbage collection.

By further extension of this definition, properties that have commercial and MF units with *separate* Garbage, Recycling and Green Waste Collection Locations are included as MF properties in the Final Contract.

18.2.1.1 MF Garbage Collection Requirements

The Contractor will collect Garbage from MF properties in the City (collection details for MF properties in the City known at the time of RFP issuance are described in **Schedule 1**).

MF Garbage collection will include:

- Collection from Front-Load Containers; and
- Collection from Compactors.

The Contractor is responsible for the disposal of Garbage from MF properties.

The Contractor is not required to keep the City's MF Garbage segregated from other Garbage which the Contractor collects. For example, the City's MF Garbage could be collected alongside the City's Commercial garbage or alongside garbage from other clients that the Contractor services. The City's preference is to have City-specific Garbage tonnages known if possible.

The Contractor will make reasonable efforts in accordance with good industry practice to not collect Garbage which is commingled with Recycling and/or Green Waste. Notwithstanding the reasonableness of the Contractor's efforts, the Contractor will pay any and all additional costs or fines related to any delivery of Garbage which is commingled with Recyclables and/or Green Waste. If there is a dispute about what constitutes Garbage, the City's Representative's decision will be final and binding.

18.2.1.2 MF Recycling Collection Requirements

The Contractor must collect Recycling from all MF properties in the City (collection details for MF properties in the City known at the time of RFP issuance are described in **Schedule 1**).

MF Recycling collection is expected to primarily consist of Cart-based Collection.

The Contractor is responsible for the delivery of Recycling to a Recycle BC facility.

Due to Recycle BC requirements (see **Section 18.2.1.2.1**), the Contractor *is required* to keep the City's MF Recycling segregated from all other materials which the Contractor collects. For example, the City's MF Recycling must not be collected alongside the City's Commercial Recycling or alongside Recyclables from other clients that the Contractor services.

The Contractor will take reasonable efforts, in accordance with Good Industry Practice, to not collect MF Recycling which is commingled with Garbage and/or Green Waste, and to ensure that contamination rates do not exceed the rates permitted under the Recycle BC Services Agreement. Notwithstanding the reasonableness of such efforts by the Contractor, the Contractor will pay, and will indemnify the City for, any and all additional costs, fines or penalties the City is required to pay, related to any delivery of commingled MF Recycling and inclusion of non-MF Recycling in a load of MF Recycling. Such costs, fines or penalties will include any amounts payable by the City to Recycle BC for service level failures under the Recycle BC Services Agreement. The Contractor acknowledges that it has familiarized itself with the various service level failures under the Recycle BC Services Agreement. The Contractor further acknowledges that if the service level failures change during the Term, such new levels and the amounts of any applicable costs, fines or penalties will apply.

18.2.1.2.1 Recycle BC Obligations

The City currently has a Recycle BC Services Agreement Contract (Recycle BC Services Agreement) until December 31, 2023. The Recycle BC Services Agreement specifies that the City will receive a per-MF-unit incentive for the collection of Recycling, and delivery of Recycling to a Recycle BC facility. Under the Recycle BC Services Agreement, Recycling must be collected separately in the following streams:

- Containers;
- Paper; and
- Glass.

The existing Recycle BC Services Agreement is attached as **Schedule 5**. The provisions of the Recycle BC Services Agreement will be binding upon the City and the Contractor as if the City is Recycle BC and the Contractor is the "Contractor" under the Recycle BC Services Agreement. Notably, many MF properties in the City currently have single-stream Recycling (see **Schedule 1** for details known at the time of RFP issuance). The Contractor will be responsible for providing multi-stream (containers, paper, glass) Recycling collection at *all MF properties included in the Contract, including those which currently have single-stream Recycling*.

18.2.1.3 MF Green Waste Collection Requirements

The Contractor will collect Green Waste from MF properties in the City (collection details for MF properties in the City known at the time of RFP issuance are described in **Schedule 1**).

MF Green Waste collection is expected to primarily consist of Cart-based Collection.

The Contractor is responsible for the recycling of Green Waste at an appropriate facility.

The Contractor is *not* required to keep the City's MF Green Waste segregated from other Green Waste which the Contractor collects. For example, the City's MF Green Waste could be collected alongside the City's Commercial Green Waste or alongside Green Waste from other clients that the Contractor services. The City's preference is to have City-specific Green Waste tonnages known if possible.

The Contractor will make reasonable efforts in accordance with good industry practice to not collect Green Waste which is commingled with Garbage and/or Recycling. Notwithstanding the reasonableness of the Contractor's efforts, the Contractor will pay any and all additional costs or fines related to any delivery of Green Waste which is commingled with Garbage and/or Recycling. If there is a dispute about what constitutes Green Waste, the City's Representative's decision will be final and binding.

18.2.1.4 Transition Process for MF Collection

The Transition Process for MF Collection will be a phased approach and is outlined in **Section 18.2.10.4**.

18.2.1.5 Proponent Submission Requirements for MF Collection

The Proponent should include the following information in their proposal:

A general overview of the Proponent's approach to MF collection for Garbage, Recycling and Green Waste.

How the Proponent plans to manage the following situations that may arise:

- Overflowing Containers for Garbage, Recycling and/or Green Waste (e.g., the lids for the containers won't close);
- 'Messy' Container Locations (i.e., Will the Contractor clean up waste in the vicinity of the Container Locations?);
- Locations that have additional Garbage, Recycling, and/or Green Waste packaged for collection but are not in Containers (e.g., bags of Garbage or cardboard boxes sitting next to container); and
- Locations that require pull-out service for Garbage, Recycling and/or Green Waste.

A proposed process for collection changes, including:

- Changes initiated by the City (e.g., new MF properties are constructed);
- Changes initiated by the Contractor (e.g., the Contractor wishes to increase or decrease collection frequency and/or number of Containers to better serve residents).
- A proposed process for notifying the City if a collection cannot be completed due to contamination or co-mingling of Garbage, Recycling, and/or Green Waste;
- A proposed process for notifying the City if a collection cannot be completed due to obstructions or inaccessibility; and
- A proposed process for making up missed collections.

18.2.2 Commercial Collection

The Contractor is responsible for collection of Garbage, Recycling and Green Waste from Commercial properties as described in the following sections. All Commercial properties (as currently known by the City) are described in **Schedule 2**; however, this document will be updated with more information on Commercial properties in advance of transition implementation. The City is aware that it may be incomplete (exact number of businesses located on the property, number of container locations, types of containers, recycling streams, etc).

A list of known Commercial properties is presented in **Schedule 2**.

Commercial properties in the Final Contract are all Commercial properties in the City that do not

have any MF units in the property and that may share Garbage, Recycling and/or Green Waste collection areas with other Commercial units.

By extension of this definition, Commercial properties that have MF units with *separate* Garbage, Recycling and/or Green Waste Container Locations will be included as 'Commercial' in the Final Contract.

18.2.2.1 Commercial Garbage Collection Requirements

The Contractor will collect Garbage from Commercial properties in the City (collection details for Commercial properties in the City known at the time of RFP issuance are described in **Schedule 2**).

Commercial Garbage Collection may include:

- Collection from Front-Load Containers;
- Collection from Carts (e.g., businesses on Marine Drive receive cart-based Garbage Collection); and
- Collection from Compactors.

The Contractor is responsible for the disposal of Garbage from Commercial properties. The Contractor is *not* required to keep the City's Commercial Garbage segregated from other Garbage which the Contractor collects. For example, the City's Commercial Garbage could be collected alongside the City's MF Garbage or alongside Garbage from other clients that the Contractor services. The City's preference is to have City-specific Garbage tonnages known if possible.

The Contractor will make reasonable efforts in accordance with good industry practice to not collect Garbage which is commingled with Recyclables and/or Green Waste. Notwithstanding the reasonableness of the Contractor's efforts, the Contractor will pay any and all additional costs or fines related to any delivery of Garbage which is commingled with Recycling and/or Green Waste. If there is a dispute about what constitutes Garbage, the City's Representative's decision will be final and binding.

18.2.2.2 Commercial Recycling Collection Requirements

The Contractor must collect recycling from all Commercial properties in the City (collection details for Commercial properties in the City known at the time of RFP issuance are described in **Schedule 2**).

Commercial Recycling Collection may include:

- Collection from Carts; and
- Collection from Front-Load Containers.

The Contractor is responsible for the delivery of Recycling to an appropriate facility.

The Contractor is not required to keep the City's Commercial Recycling segregated from other Recycling which the Contractor collects. For example, the City's Commercial Recycling could be collected alongside Recycling from other clients that the Contractor services. The City's preference is to have City-specific Recycling tonnages known if possible.

The Contractor will make reasonable efforts in accordance with good industry practice to not collect Recyclables which are commingled with Garbage and/or Green Waste. Notwithstanding the reasonableness of the Contractor's efforts, the Contractor will pay any and all additional costs or fines related to any delivery of Recycling which is commingled with Garbage and/or Green Waste. If there is a dispute about what constitutes Recycling, the City's Representative's decision

will be final and binding.

It is assumed that some Commercial properties in the City currently receive single-stream Recycling Collection and some receive multi-stream Recycling Collection. The Contractor may continue to provide varying collection services for Recycling *or* may wish to streamline collection by making Recycling Collection services consistent at all Commercial properties in the City. The Proponent is asked to provide details in the proposal on Commercial Transition (see **Section 18.2.10.7**).

18.2.2.3 Commercial Green Waste Collection Requirements

The Contractor will collect Green Waste from Commercial properties in the City (collection details for Commercial properties in the City known at the time of RFP issuance are described in **Schedule 2**).

Commercial Green Waste collection is expected to primarily consist of Cart-based collection.

The Contractor is responsible for the recycling of Green Waste at an appropriate facility.

The Contractor is *not* required to keep the City's Commercial Green Waste segregated from other Green Waste which the Contractor collects. For example, the City's Commercial Green Waste could be collected alongside the City's MF Green Waste *or* alongside Green Waste from other clients that the Contractor services. The City's preference is to have City-specific Green Waste tonnages known if possible.

The Contractor will make reasonable efforts in accordance with good industry practice to not collect Green Waste which is commingled with Garbage and/or Recycling. Notwithstanding the reasonableness of the Contractor's efforts, the Contractor will pay any and all additional costs or fines related to any delivery of Green Waste which is commingled with Garbage and/or Recycling. If there is a dispute about what constitutes Green Waste, the City's Representative's decision will be final and binding.

18.2.2.4 Transition Process for Commercial Collection

The Transition Process for Commercial Collection will be a phased approach and is outlined in **Section 18.2.10.7**.

18.2.2.5 Proponent Submission Requirements for Commercial Collection

The Proponent should include the following information in their proposal:

A general overview of the Proponent's approach to Commercial collection for Garbage, Recycling and Green Waste.

The Proponent's proposed approach to multi-stream *and* single-stream Recycling throughout the City - would the Proponent change all Commercial properties to single-stream or multi-stream Recycling, or keep services consistent at each Commercial property, resulting in varying services throughout the City?

The Proponent's proposed approach to incorporating Cart-based Commercial collection customers into routes (i.e., will the Proponent use trucks that can collect both Carts and Front-Load Containers or will the Proponent perform a separate route using a separate truck for Cart collection?)

How the Proponent plans to deal with the following situations that may arise:

- Overflowing containers for Garbage, Recycling and/or Green Waste (e.g., the lids for the containers won't close);

- ‘Messy’ Container Locations (i.e., Will the Contractor clean up waste in the vicinity of the Container Locations?);
- Locations which have additional Garbage, Recycling, and/or Green Waste packaged for collection but are not in Containers (e.g. bags of Garbage or cardboard boxes sitting next to container); and
- Locations that require pull-out service for Garbage, Recycling and/or Green Waste.

A proposed process for collection changes, including:

- Changes initiated by the City (e.g., new Commercial properties are constructed);
- Changes initiated by the Contractor (e.g., the Contractor wishes to increase or decrease collection frequency and/or number of Containers to better serve the property).
- A proposed process for notifying the City if a collection cannot be completed due to contamination or co-mingling of Garbage, Recycling, and/or Green Waste;
- A proposed process for notifying the City if a collection cannot be completed due to obstructions or inaccessibility; and,
- A proposed process for making up missed collections.

18.2.3 Mixed-Use Collection

The Contractor is responsible for collection of Garbage, Recycling and Green Waste from Mixed-Use properties as described in the following sections.

Mixed-Use properties in the Final Contract will include all properties in the City that include both Commercial and MF units that share Garbage, Recycling and/or Green Waste facilities.

By extension of this definition, Mixed-Use properties do not include those that have Commercial and MF units with *separate* Garbage, Recycling and/or Green Waste Container Locations for Commercial and MF units.

All Mixed-Use properties (as currently known by the City) are described in **Schedule 3**; however, this document will be updated with more information on Mixed-Use properties in advance of transition implementation. The City is aware that it may be incomplete (exact number of properties, number of container locations, types of containers, recycling streams, etc). The City *will not* collect the per-MF-unit Recycle BC incentive for residential units in Mixed-Unit buildings. Therefore, Mixed-Use collection for Mixed-Use buildings will be similar to Commercial collection.

18.2.3.1 Mixed-Use Garbage Collection

The Contractor will collect Garbage from Mixed-Use properties in the City.

Mixed-Use Garbage Collection may include:

- Collection from Front-Load containers; and
- Collection of Compactors.

The Contractor is responsible for the disposal of Garbage from Mixed-Use properties.

The Contractor is *not* required to keep the City’s Mixed-Use Garbage segregated from other Garbage which the Contractor collects. For example, the City’s Mixed-Use Garbage could be collected alongside the City’s MF Garbage or alongside Garbage from other clients that the Contractor services. The City’s preference is to have City-specific Garbage tonnages known if possible.

The Contractor will make reasonable efforts in accordance with good industry practice to not

collect Garbage which is commingled with Recycling and/or Green Waste. Notwithstanding the reasonableness of the Contractor's efforts, the Contractor will pay any and all additional costs or fines related to any delivery of Garbage which is commingled with Recycling and/or Green Waste. If there is a dispute about what constitutes Garbage, the City's Representative's decision will be final and binding.

18.2.3.2 Mixed-Use Recycling Collection

The Contractor must collect Recycling from all Mixed-Use properties in the City.

Mixed-Use Recycling collection may include:

- Collection from Carts; and
- Collection from Front-Load containers.

The Contractor is responsible for the delivery of Recycling to an appropriate facility.

The Contractor is *not* required to keep the City's Mixed-Use Recycling segregated from other Recycling which the Contractor collects. For example, the City's Mixed-Use Recycling could be collected alongside Recycling from other clients that the Contractor services. The City's preference is to have City-specific Recycling tonnages known if possible.

The Contractor will make reasonable efforts in accordance with good industry practice to not collect Recycling which are commingled with Garbage and/or Green Waste. Notwithstanding the reasonableness of the Contractor's efforts, the Contractor will pay any and all additional costs or fines related to any delivery of Recycling which is commingled with Garbage and/or Green Waste. If there is a dispute about what constitutes Recycling, the City's Representative's decision will be final and binding.

18.2.3.3 Mixed-Use Green Waste Collection

The Contractor will collect Green Waste from Mixed-Use properties in the City.

Mixed-Use Green Waste collection is expected to primarily consist of Cart-based collection.

The Contractor is responsible for the recycling of Mixed-Use Green Waste at an appropriate facility.

The Contractor is not required to keep the City's Mixed-Use Green Waste segregated from other Green Waste which the Contractor collects. For example, the City's Mixed-Use Green Waste could be collected alongside the City's MF Green Waste or alongside Green Waste from other clients that the Contractor services. The City's preference is to have City-specific Green Waste tonnages known if possible.

The Contractor will make reasonable efforts in accordance with good industry practice to not collect Green Waste which is commingled with Garbage and/or Recycling. Notwithstanding the reasonableness of the Contractor's efforts, the Contractor will pay any and all additional costs or fines related to any delivery of Green Waste which is commingled with Garbage and/or Recycling. If there is a dispute about what constitutes Green Waste, the City's Representative's decision will be final and binding.

18.2.3.4 Transition Process for Mixed-Use Properties

The Transition Process for Mixed-Use Collection will be a phased approach and is outlined in **Section 18.2.10.6**.

18.2.3.5 Proponent Submission Requirements for Mixed-Use Properties

The Proponent should include the following information in their proposal:

A general overview of the Proponent's approach to Mixed-Use collection for Garbage, Recycling, and Green Waste.

The Proponent's proposed approach to multi-stream *and* single-stream Recycling throughout the City - would the Proponent change all buildings to single-stream or multi-stream Recycling, or keep services consistent at each Mixed-Use property, resulting in varying services throughout the City?

How the Proponent plans to deal with the following situations that may arise:

- Overflowing containers for Garbage, Recycling and/or Green Waste (e.g., the lids for the containers won't close);
- 'Messy' Container Locations (i.e., Will the Contractor clean up waste in the vicinity of the Container Locations?);
- Locations which have additional Garbage, Recycling, and/or Green Waste packaged for collection but are not in Containers (e.g. bags of Garbage or cardboard boxes sitting next to container); and
- Locations that require pull-out service for Garbage, Recycling and/or Green Waste.

A proposed process for collection changes, including:

- Changes initiated by the City (e.g., new Mixed-Use properties are constructed);
- Changes initiated by the Contractor (e.g., the Contractor wishes to increase or decrease collection frequency and/or number of Containers to better serve the property).
- A proposed process for notifying the City if a collection cannot be completed due to contamination or co-mingling of Garbage, Recycling, and/or Green Waste;
- A proposed process for notifying the City if a collection cannot be completed due to obstructions or inaccessibility; and
- A proposed process for making up missed collections.

18.2.4 Large Item Pick-up Program (LIPU)

The LIPU program will be provided by the Contractor to **single-family households only** in the City (LIPU Customers). LIPU Customers will be eligible to have large items collected from the location where they normally set out their garbage containers (Collection Location).

18.2.4.1 Administration and Operation

The Contractor will administer and operate the City's LIPU, which includes performing the following:

- Handling all requests for LIPU service from eligible City households through a call-in service (or other as suggested by the Contractor). The City will provide the Contractor with a list of eligible City households;
- Maintaining a database of requests for LIPU service with a breakdown of all LIPU Items collected by type per month, and such other information as requested by the City. The City's Representative will confirm with the Contractor how to classify the types of LIPU items for reporting;
- Scheduling pick-up dates for LIPU pick-ups directly with City households and performing LIPU pick-ups;
- Collecting all items that qualify as LIPU Items from eligible City households up to the maximum annual quantity of LIPU Items that a household is entitled to have collected under LIPU collection;
- Transporting collected LIPU Items to an appropriate disposal facility; and

- Provide LIPU information and reporting as reasonably requested by the City for monitoring LIPU.

18.2.4.2 LIPU Allocation

Under LIPU, LIPU Customers may dispose of qualifying LIPU Items (as described in the following sections), at their Collection Locations at any time throughout the calendar year.

Each LIPU customer may dispose of up to four LIPU Items per calendar year (such allocation per LIPU Customer, the “LIPU Allocation”). Each LIPU Customer may dispose of its LIPU Allocation all at once, or at different times during the calendar year. If in any calendar year a LIPU Customer does not dispose of its entire LIPU Allocation, then the LIPU Customer may not “carry forward” such unused LIPU location to the next calendar year.

Eligible households with legal secondary suites are only eligible for up to four LIPU Items per calendar year.

The City Representative may, at its sole discretion, increase or decrease the LIPU Allocation of any or all LIPU Customers by written notice to the Contractor at any time and from time-to-time, at no additional cost to the City.

18.2.4.3 LIPU Schedule

Notwithstanding any other provision in the Final Contract, the Contractor will collect the LIPU Items under LIPU on a “call-in basis” and not pursuant to a regular schedule. The Contractor will collect items from residents of the City on the residents’ next scheduled day for Garbage Collection, when possible, and in any event no later than six business days after receiving a request from a resident. If items cannot be collected within six business days this must be communicated to the City’s Representative immediately.

18.2.4.4 Qualifying LIPU Items

LIPU covers the large items listed below (collectively the “LIPU Items”). The items should be disposed of at a licensed disposal facility. The City encourages the Contractor to reuse, donate or recycle any items for which these processing methods are appropriate.

- Furniture;
- White goods;
- Small household goods;
- Mattresses and box springs;
- Scrap metal; and
- Exercise equipment.

18.2.4.5 Prohibited Items

The following items are not LIPU Items and the Contractor will not be required to collect them unless specifically directed to do so by the City’s Representative:

- Vehicle bodies or parts;
- Tree stumps;
- Carpets;
- Lumber, demolition or home renovation materials;
- Hazardous waste; and
- Propane tanks.

18.2.4.6 Mattresses and Box Springs

The Contractor will identify and propose a facility that is capable of recycling mattresses and box springs (the “Mattress Recycling Facility”) to the City. Subject to the prior written approval of the

City's Representative of such facility, or the direction by the City's Representative to use a different facility from time to time throughout the Term, the Contractor will transport mattresses and box springs collected as part of LIPU to such Mattress Recycling Facility. In the event the City's Representative directs the Contractor to deliver mattresses and box springs to a Mattress Recycling Facility outside of the Metro Vancouver region, the City will pay the Contractor's reasonable actual costs incurred as a result of such change to the Mattress Recycling Facility. If the Contractor determines mattresses and box springs must be wrapped for collection, the Contractor will provide and deliver mattress bags to LIPU Customers. In accordance with Good Industry Practice, the Contractor will store any mattresses prior to their delivery to a Mattress Recycling Facility.

18.2.4.7 Amendments to Qualifying Items, Disposal and Prohibited Items

The City's Representative may, at its sole discretion, amend the lists set out as qualifying and prohibited LIPU items by written notice to the Contractor at any time and from time-to-time, at no additional cost to the City.

18.2.4.8 Proponent Submission Requirements for LIPU

The Proponent should include the following information in their proposal:

- A general overview of the Proponent's approach to LIPU Collection;
- A description of any reuse or recycling efforts the Proponent will undertake during LIPU Collection;
- A description of the communication method which will be implemented so that residents can call for LIPU Collection;

How the Proponent plans to deal with the following situations that may arise:

- LIPU items placed in inaccessible locations;
- LIPU items which are surrounded by a mess (e.g., garbage bags, litter, etc).
- LIPU items which have been set out which are not the items that were expected;
- Encountering a prohibited LIPU item;
- A proposed process for notifying the City if a collection cannot be completed for any reason and/or is collected past six business days of notification; and
- A proposed process for making up missed collections.

18.2.5 Transportation, Delivery and Processing of Materials

The Contractor will be required to transport and deliver all collected materials to an appropriate facility for further processing and/or disposal.

18.2.5.1 Proponent Submission Requirements for Transportation, Delivery and Processing of Materials

Proponents should include the following information in their proposal:

- A description of how the Proponent will minimize truck traffic on City streets by streamlining routes, consolidating collection days, or other methods;
- Locations for delivery of all materials collected from MF, Commercial, Mixed-Use and LIPU Customers, including:
 - o Location(s) for delivery of collected Garbage;
 - o Location(s) for delivery of collected Recycling, including specifically describing the Recycle BC facility which will be used for collected MF Recycling;
 - o Location(s) for delivery of collected Green Waste;
 - o Location(s) for delivery of collected LIPU items (excluding mattresses and box springs);
 - o Any recycling facilities for delivery of collected LIPU items (if applicable); and
 - o Identification of a Mattress Recycling Facility; and
- Back-up plan for facility closures.

18.2.6 Container Provision

The Contractor will be required to provide Containers for Garbage, Recycling and Green Waste for MF, Commercial and Mixed-Use Customers. The types of Containers required for provision are described in the following sections. The cost for the provision of Containers will be included as part of the collection services.

The current collection situation, including size and quantity of containers, is somewhat known for MF properties, as outlined in **Schedule 1**. The current collection situation, including size and quantity of containers, is predominantly unknown for Commercial and Mixed-Use properties (see **Schedule 2** and **Schedule 3**).

Required container sizes and specifications are outlined in **Section 18.3.2**.

18.2.6.1 Carts

The Contractor will be required to provide Carts for the following types of collection:

- All MF Recycling Collection;
- Most Commercial Recycling Collection;
- Most Mixed-Use Recycling Collection;
- Some Commercial Garbage Collection (mostly on Marine Drive);
- Some Mixed-Use Garbage Collection (mostly on Marine Drive); and
- All Green Waste Collection (MF, Commercial, and Mixed-Use).

As noted, most Commercial and Mixed-Use properties in the City receive Garbage Collection in Front-Load Containers; however, properties on Marine Drive in White Rock have Cart-based Garbage and Recycling Collection. These are mostly Mixed-Use buildings; however, some properties on Marine Drive may be Commercial only.

18.2.6.2 Front-Load Containers

The Contractor will be required to provide **Front-Load Containers** for the following types of collection:

- All MF Garbage Collection;
- Most Commercial Garbage Collection;
- Most Mixed-Use Garbage Collection;
- Some Commercial Recycling Collection; and
- Some Mixed-Use Recycling Collection.

18.2.6.3 Compactors

A number of properties in the City have Compactors for Garbage collection. The number, sizes, types and servicing/access requirements based on location of Compactors on site in the City is unknown at the time of the RFP issuance. Additionally, some properties which have Compactors may own their own Compactors, while others may rent compactors from their current hauler. The pricing sheet is set up to allow for Proponents to bid on both of these scenarios, as Proponents are required to provide pricing for Compactor-based collection as follows:

- On a per-tip basis; *and*
- Compactor rental cost (monthly).

Accordingly, if the property has their own Compactor(s), the property will only be charged the per-tip collection cost, and not the Compactor rental cost.

For properties that require Compactor collection, the Contractor will be required to provide Compactors for the following types of collection:

- Some MF Garbage Collection;
- Some Commercial Garbage Collection; and
- Some Mixed-Use Garbage Collection.

18.2.6.4 Appropriate Labelling of Containers

The Contractor must make clear to container users which Container is used for which stream. At minimum, the Contractor should:

- Provide Containers that clearly indicate to Container Users the intended stream for that Container. The City's Representative will approve Container labels;
- Provide containers in colours that are commonly used (e.g., blue for Recycling and green for Green Waste), or provide Containers in all the same basic colour (e.g., grey or black). The City's Representative will approve appropriate Container colours; and
- Provide signage that indicates what materials are acceptable in Recycling and Green Waste Containers.

18.2.6.5 Transition Details for Container Provision

Transition to Collection by the Contractor will occur in a phased approach. The Contractor is expected to be flexible with the provision of Containers. The amount of notice which the Contractor will be provided to provide additional Container(s), remove a Container(s) and switch a Container(s) is further discussed in **Section 18.2.10.3**.

18.2.6.6 Proponent Submission Requirements for Container Services

The Proponent should include the following information on their approach in their proposal:

- Managing uncertainty for Container quantity;
- Provision of Compactors; and
- Labelling Containers and providing additional signage;

18.2.7 Collection Statistics

The Contractor is required to maintain records of operations and supply the City's Representative with such records as required as part of the performance of the Services. Records shall be made available electronically in MS-Excel, MS-Word, Adobe Acrobat or equivalent to the approval of the City's Representative. Hard copy files and digital files shall be made available upon request.

A summary report of all weigh bills generated as a result of work performed under the Final Contract shall be retained by the Contractor and submitted to the City at the end of each month, unless otherwise requested. Where weigh bills contain materials collected from other clients of the Contractors, the Contractor will estimate the percent of materials that were generated from properties serviced in the Final Contract. The intent of this reporting is for the City to understand the amount of waste that is being generated and progress with waste diversion programs.

The Contractor shall provide the City with a written record of and a description of actions taken with respect to complaints received on a weekly basis or as the City's Representative deems necessary. All and any complaints received directly to the City will be directed to the Contractor for the required corrective action.

The Contractor will maintain records of complaints, accidents and statistics and will supply the City with such records as required as part of the performance of the Final Contract and as requested by the City's Representative.

The Contractor must maintain records (which may include estimates for materials that are permitted to be co-mingled) to the number of loads and the weight of each waste stream by sector for Garbage, Recycling, Green Waste and LIPU items. The Contractor shall also provide a weekly log of uncollected Garbage, Recycling, Green Waste and LIPU items.

The Contractor is required to report any incidents, accidents, spills, vehicle collisions, or other such occurrences to the City's Representative immediately. All incidents involving residents or property damage will be reported to the City's Representative immediately. Copies of all claims and reported damages must be submitted to the City in written form for each occurrence and signed by the Contractor.

The City may at any time request the Contractor to produce inspection records or reports relating to the provision of Service. The City may make copies of such records and reports as it deems appropriate.

Documents and records to be supplied by the Contractor to the City's Representative include, but are not limited to the following:

- A summary report of all weigh bills generated specific for the Final Contract (may be estimated for materials that are co-mingled with other clients of the Contractor) on a monthly basis;
- Accidents/property damage within an hour of the incident;
- Damage claims within two business days of receipt of the record or claim;
- Mechanical or oil spills within one hour of the incident;
- Routine collection issues and corrective actions within one hour of the incident;
- Resolved claim notification within thirty days following the claim;
- Collection route maps at the implementation of the Final Contract and within 3 business days of any changes to the collection maps;
- List of properties for each type, number of Collection Containers, and servicing requirements such as how often collection occurs; and
- LIPU servicing information including dates of collection per property and types of items collected.

18.2.8 Customer Service Line

The Contractor will be responsible for maintaining a Customer Service Line to handle any collection inquiries, incidents and complaints. This Service Line does not need to be dedicated to the Final Contract; however, there must be a Customer Service Representative available between the hours of 8:30 a.m. and 4:30 p.m. on business days and days that collection services are occurring (e.g., if there is weekend and/or holiday collection). It is expected that wait times do not exceed five minutes. If wait times consistently exceed five minutes the Contractor may be required to add additional Customer Service Representatives at the discretion of the City's Representative at no additional cost to the City. All calls must be logged with the following information and provided to the City on a monthly basis in a format acceptable by the City's Representative such as Microsoft Excel and/or Adobe Acrobat:

- Date/time of call
- Caller information;
- Address;
- Date/time of issue/complaint (if applicable);
- Issue and/or complaint description (if applicable);
- Action(s) as a result of the call (if applicable);
- If the issue/complaint was rectified (if applicable);
- LIPU item(s) scheduled for collection (if applicable); and
- LIPU item(s) that were collected.

18.2.9 Services Terms

The Final Contract Term will be on a 5-year term commencing on April 1st, 2023 to December 31, 2027 with the sole right of renewal by the City for up to TWO ONE-Year Service Periods immediately thereafter.

The Final Contract shall be comprised of Service Periods as follows:

- Service Period 1: April 1, 2023 to December 31, 2023
- Service Period 2: January 1, 2024 to December 31, 2024
- Service Period 3: January 1, 2025 to December 31, 2025
- Service Period 4: January 1, 2026 to December 31, 2026
- Service Period 5: January 1, 2027 to December 31, 2027
- Service Period 6: January 1, 2028 to December 31, 2028
- Service Period 7: January 1, 2029 to December 31, 2029

18.2.10 Transition Plan

The City acknowledges that the transition process for all the services (MF, Commercial, Mixed-Use and LIPU collection) for collection of Garbage, Recycling and Green Waste is complex and additional information regarding the number of customers, collection type, etc. is required in order to support the transition process.

The transition will occur in a phased manner which allows for adequate research to be completed by City staff. The Transition Plan is expected to occur over the following four phases identified in Table 1.

Table 1: Anticipated Started Dates for Implementation

Phase #	Phase Description	Anticipated Start Dates for Transition Implementation
1	MF Collection Transition	Early 2023
2	LIPU Program Implementation	Mid-2023
3	Mixed-Use Transition	Late 2023
4	Commercial Transition	Early 2024

18.2.10.1 Phase Implementation

The City will provide the Contractor with adequate notice for each implementation Phase, as follows:

- The City will provide a start date for each Phase (as per Table 1) to the Contractor at least 2 months prior to the start date.
- The City will work with the Contractor to create a Transition Plan for each Phase.

18.2.10.2 Provision of Information by City to Contractor

The City recognizes that the current collection details that have been provided to the Contractor are not complete. The City will provide complete information regarding collection frequency, container sizes and other necessary collection details, in advance of the Contractor being required to start collection at a given property.

18.2.10.3 Minimum Notice by City to Contractor

During the transition periods (MF Transition, Commercial Transition, Mixed-Use Transition and

LIPU Implementation), the City will provide additional information to the Contractor regarding collection details at properties included within the transition. For example, during the MF Transition, the City will provide additional MF property information for properties for which collection has not yet begun. The City will provide collection details for a given property at least 30 days prior to collection implementation at a given property to provide the Contractor adequate time to acquire appropriate Containers and have collection resources (e.g., equipment and staffing) available.

18.2.10.4 Phase 1: MF Transition

MF Transition will occur as a phased approach. MF Collection of Garbage, Recycling and Green Waste is expected to begin in April 2023. Starting in April 2023, the City intends to transition up to 20 properties per week into collection under the Final Contract. The majority of MF properties within the City are expected to be transitioned to collection under the Final Contract (by July 31, 2023).

When each property transitions to collection under the Final Contract, the Contractor should implement collection as follows:

- Garbage Collection (Container types and sizes and Collection Frequency) should stay substantially the same as Garbage Collection prior to Final Contract Implementation;
- Recycling Collection should be implemented according to the Recycle BC requirements; and
- If Green Waste Collection currently exists at the MF property, the collection should stay substantially the same as it was prior to Final Contract initiation. If Green Waste Collection does not currently exist at the MF property, the Contractor should implement appropriate Green Waste Collection. If there is a dispute about what constitutes appropriate Green Waste Collection, the City's Representative's decision will be final and binding.

18.2.10.5 Phase 2: LIPU Implementation

LIPU Implementation will not be a phased approach. The City will provide the Contractor with at least 4 months of notice in advance of the LIPU Implementation date. At this point, the Contractor will be expected to fully implement the LIPU program throughout the City.

18.2.10.6 Phase 3: Mixed-Use Transition

Mixed-Use collection implementation is planned for late 2023. Prior to collection implementation for Mixed-Use properties, the City will complete additional research to detail all required Mixed-Use collection services. Mixed-Use collection services may change (e.g., frequency of collection, number of containers) upon approval by the City's Representative.

18.2.10.7 Phase 4: Commercial Transition

Commercial Collection implementation is planned for 2024. Prior to collection implementation for Commercial properties, the City will complete additional research to detail all required Commercial collection services. Commercial collection services may change (e.g., frequency of collection, number of containers, types of containers, etc) upon approval by the City's Representative.

18.2.10.8 Proponent Submission Requirements for Transition Plan

The Proponent should outline all information that the Proponent will require from the City in order to transition to MF Collection:

- Each MF property for MF Transition;
- Each Commercial property for Commercial Transition;
- Each Mixed-Use property for Mixed-Use Transition; and
- LIPU Transition.

The Proponent may outline a preferred schedule for the Transition, if it differs from the

Transition outlined herein.

18.2.11 Quantities and City's Right to Amend Schedules

The City has attached draft versions of all Schedules to the RFP. Schedules that contain lists of properties for Collection are outlined in **Table 2**.

1. TABLE 2: DESCRIPTION OF SCHEDULES

Schedule #	Schedule Name	Description
Schedule 1	MF Database	<p>The <i>draft Schedule 1</i> is attached to this RFP for reference purposes and as a basis for costing.</p> <p>An updated version of Schedule 1 will be provided to the Contractor in advance of the implementation of MF Transition. The updated version of Schedule 1 will contain all MF properties and their collection details in the City (at the time of implementation for MF Transition) and will be the definitive document which governs MF Collection, including:</p> <ul style="list-style-type: none"> • Listing of all MF properties that require Collection (MF property type and number of units); and • Known current service levels for MF properties with Contractor Collection, including quantity, types, and sizes of Containers, and Collection Frequency. <p>Schedule 1 may be updated during the MF Transition as needed. If the Contractor or the City determines that collection details for any MF properties are incorrect, they should notify the other party and Schedule 1 will be updated accordingly.</p> <p>During and beyond the MF Transition period, Schedule 1 may be updated either at the initiation of the City or the Contractor.</p> <p>During and beyond the MF Transition period, Schedule 1 may be updated at the initiation of the City in the following situations:</p> <ul style="list-style-type: none"> • New MF properties are built in the City; • The number of units at existing MF properties change; • A MF property was missed from the original dataset; • Collection changes are required; or • Change of regulation/legislation. <p>During and beyond the MF Transition period, the Contractor may request that the City update Schedule 1 in the following situations:</p> <ul style="list-style-type: none"> • MF Property or Collection details in Schedule 1 are incorrect; • Collection changes are required (e.g., existing containers/frequency are insufficient to contain the quantity of material generated); or • Collection changes are recommended (e.g., existing containers/frequency are excessive for the quantity of material generated). <p>If there is a dispute regarding updating Schedule 1, the City’s Representative’s decision will be final and binding.</p>
Schedule 2	Commercial Database	<p>The <i>draft Schedule 2</i> is attached to this RFP for reference purposes and as a basis for costing.</p> <p>An updated version of Schedule 2 will be provided to the Contractor in advance of the implementation of Commercial Transition. The updated version of Schedule 2 will contain all Commercial properties and their Collection details in the City (at the time of implementation for Commercial Transition) and will be the definitive document which governs Commercial Collection, including:</p> <ul style="list-style-type: none"> • Listing of all Commercial properties that require Collection; and • Known current service levels for Commercial properties with Contractor Collection, including quantity, types, and sizes of Containers, and Collection frequency. <p>Schedule 2 may be updated during the Commercial Transition as needed. If the Contractor or the City determines that collection details for any Commercial properties are incorrect, they should notify the other party and Schedule 2 will be updated accordingly.</p> <p>During and beyond the Commercial Transition period, Schedule 2 may be updated either at the initiation of the City or the Contractor.</p> <p>During and beyond the Commercial Transition period, Schedule 2 may be updated at the initiation of the City in the following situations:</p> <ul style="list-style-type: none"> • New Commercial properties requiring Collection are built in the City; • The number of units at existing Commercial properties change; • A Commercial property was missed from the original dataset; or • Collection changes are required.

		<p>During and beyond the Commercial Transition period, the Contractor may request that the City update Schedule 2 in the following situations:</p> <ul style="list-style-type: none"> • Commercial Property or Collection details in Schedule 2 are incorrect; • Collection changes are required (e.g. existing containers/frequency are insufficient to contain the quantity of material generated); • Collection changes are recommended (e.g. existing containers/frequency are excessive for the quantity of material generated); or • Change of regulation/legislation. <p>If there is a dispute regarding updating Schedule 2, the City’s Representative’s decision will be final and binding.</p>
Schedule 3	Mixed-Use Database	<p>The <i>draft Schedule 3</i> is attached to this RFP for reference purposes and as a basis for costing.</p> <p>An updated version of Schedule 3 will be provided to the Contractor in advance of the implementation of Mixed-Use Transition. The updated version of Schedule 3 will contain all Mixed-Use properties requiring Collection and their collection details in the City (at the time of implementation for Mixed-Use Transition) and will be the definitive document which governs Mixed-Use Collection, including:</p> <ul style="list-style-type: none"> • Listing of all Mixed-Use properties that require Collection (including number of units); and • Known current service levels for Mixed-Use properties with Contractor Collection, including quantity, types, and sizes of Containers, and Collection frequency. <p>Schedule 3 may be updated during the Mixed-Use Transition as needed. If the Contractor or the City determines that collection details for any Mixed-Use properties are incorrect, they should notify the other party and Schedule 3 will be updated accordingly.</p> <p>During and beyond the Mixed-Use Transition period, Schedule 3 may be updated either at the initiation of the City or the Contractor.</p> <p>During and beyond the Mixed-Use Transition period, Schedule 3 may be updated at the initiation of the City in the following situations:</p> <ul style="list-style-type: none"> • New Mixed-Use properties are built in the City; • The number of units at existing Mixed-Use properties change; • A Mixed-Use property was missed from the original dataset; or • Collection changes are required. <p>During and beyond the Mixed-Use Transition period, the Contractor may request that the City update Schedule 3 in the following situations:</p> <ul style="list-style-type: none"> • Mixed-Use Property or Collection details in Schedule 3 are incorrect; • Collection changes are required (e.g. existing containers/frequency are insufficient to contain the quantity of material generated); • Collection changes are recommended (e.g. existing containers/frequency are excessive for the quantity of material generated); or • Change of regulation/legislation. <p>If there is a dispute regarding updating Schedule 3, the City’s Representative’s decision will be final and binding.</p>
Schedule 4	LIPU Customer Database	<p>The <i>draft Schedule 4</i> is attached to this RFP for reference purposes and as a basis for costing. Schedule 4 details all LIPU Customers. All single-family residences in the City are LIPU Customers.</p> <p>An updated version of Schedule 4 will be provided to the Contractor in advance of the LIPU Implementation. This version of Schedule 4 will contain a list of all LIPU Customers.</p> <p>Schedule 4 may be updated during LIPU Implementation as needed. If the Contractor or the City determines that collection details for any LIPU Customers are incorrect, they should notify the other party and Schedule 4 will be updated accordingly.</p> <p>Beyond LIPU Implementation, Schedule 4 will be updated only when new single-family residences are built in the City and/or if a single-family residence must be removed for whichever reason the City’s Representative deems necessary.</p>

18.2.12 Right to Discontinue Collection

The City's Representative has the right to discontinue or reduce collection services to any property that in the opinion of the City's Representative is unsafe for entry or egress by the Contractor for any reason, including but not limited to, the physical layout, loading facilities or the methods of handling Garbage, Recycling, Green Waste and/or LIPU items on the property.

The City's Representative has the right to suspend collection services in all or part of the City, in the event of inclement weather or other condition that in the opinion of the City's Representative renders the provision of collection service unsafe or otherwise undeliverable.

The City's Representative also has the right to suspend collection services to any property that is not properly participating in collection programs which includes co-mingling of Garbage with Recycling and Green Waste.

If, at any time, the Contractor has identified a property that is unsafe for entry or egress or that there is inclement weather or other conditions this must be brought to the attention of the City's representative immediately for further discussion and determination of the next steps.

18.3 Service Requirements

18.3.1 Vehicles Standards and Identifications

18.3.1.1 Vehicle Requirements

The Contractor is responsible for determining the appropriate number and type of vehicles and equipment to perform 100% of the Services.

The Contractor will use collection vehicles that are less than five years old as of the Final Contract start date.

The Contractor will maintain an adequate number of regular operating and standby collection vehicles in good operating condition as necessary to perform the Services.

The Contractor shall keep a sufficient number of spare collection vehicles and/or equipment at the Contractor's facility or other location identified to the Contract Administrator dedicated for the Services to ensure that the collection continues to be performed in accordance with the terms of the Agreement in the event of a vehicle breakdown, vehicle maintenance, and emergencies. The spare collection vehicles shall be similar to the vehicles used for the Services.

The Contractor shall at all times, supply, operate and maintain a sufficient number of collection vehicles with operators to properly provide the satisfactory standard of services required for the Services.

The collection vehicles shall be designed to meet the Services requirements including, but not limited to:

- Cart-Based Collection: Collection vehicles shall be equipped with Cart Tippers or other similar device(s) to empty Carts issued by the Contractor.
- Front-Load Container-Based Collection: Collection vehicles shall be equipped to empty Front-Load Containers issued by the Contractor.
- LIPU Vehicles: Collection vehicles shall be equipped to haul large items.
- Compactor-Based Collection: Collection vehicles must be equipped in order to load, unload and haul compactors of various sizes.

The Contractor will be solely responsible for any and all damage(s) by collection vehicles and

Contractor staff to City and/or Customer property caused by driving, loading Containers, unloading Containers and/or collection Garbage, Recycling, Green Waste and/or LIPU items.

The Contractor will be solely responsible for the storage and maintenance of all collection vehicles.

The following provisions apply to use and storage of collection vehicles and equipment:

- The Contractor will not park or store any collection vehicles on City property for more than a two-hour period without the prior written permission of the City;
- The Contractor will remove unserviceable collection vehicles from City streets by 6:00 p.m. on the day of breakdown; and
- No collection vehicles or other equipment may be on any City street or roadway or Provincial Highway except while performing the Services.

The following provisions apply to spills from collection vehicles:

- If a spill starts from any collection vehicle, that collection vehicle will immediately cease operations and will remain at the spill site until the Contractor's Representative arrives;
- The Contractor will immediately contain and clean any spill. Dry-all or other absorbent material will be placed down immediately, collected and repeated as necessary. Failure to respond promptly may result in asphalt or other damage for which the Contractor is responsible;
- The Contractor will promptly notify the City of any hydraulic oil fluids, leachate spills or any spill that creates a hazardous condition;
- If necessary, or at the City's Representative's direction, a power wash or other measures may be required to restore the site to the condition in which it was prior to the spillage; and
- The Contractor will pay for all costs and expenses arising from any spillage clean-up activities.

The Contractor will, to the satisfaction of the City's Representative:

- Paint or body wrap all vehicles and equipment used to perform the Services in a standard uniform colour or design; and
- Paint or decal the Contractor's name on each side and the rear of all vehicles that will be used to perform the Services.

18.3.1.2 Proponent Submission Requirements for Vehicle Standards and Identifications Requirements

The Proponent shall provide a detailed description of the type, quantity, size and capability of the vehicles and equipment to be utilized for the Services as per **Appendix D**. This includes the following information:

- Summary table that includes information on the type, quantity, size and capability of the vehicles and equipment to be utilized for the work described in the RFP;
- Description of type of vehicle, year of manufacture, vehicle specification sheets, compaction ratio and fleet size, capability and number of the vehicles and equipment for the following, at a minimum:
 - o Cart-based Collection;
 - o Front-Load Container-based Collection;
 - o Compactor Collection; and
 - o LIPU Collection.
- Type of vehicle, number, size, capacity and age of all spare vehicles.
- Proposed route management technologies, including a description of the technology and how it addresses the needs for route management and customer service requirements.

The Proponent shall provide a detailed description of the fleet maintenance plan to be utilized for the Services. This includes the following information:

- Description of Fleet Maintenance Plan, including the following at a minimum:
 - o Schedule for routine maintenance (checklist of all activities to be performed);
 - o Schedule for vehicle inspections (checklist of all activities to be performed);
 - o Cleaning and re-painting schedule and activities (checklist of all activities to be performed);
 - o Unscheduled repairs procedures;
 - o Description of facility where inspections, maintenance and repairs will take place;
 - o Description of staff qualified to perform inspections, maintenance activities and repairs;
 - o Description of record keeping method (digital);
 - o Process of ordering parts and maintaining spare parts inventory;
 - o Process for drivers to submit inspections;
 - o Process for drivers to submit complaints;
 - o Description of how mechanics services will be obtained (e.g., full-time employees, sub-contractor, combination), to perform maintenance on the fleet.

The Proponent's proposed environmental considerations shall be assessed, in the context of the City's current environmental initiatives. Preference shall be given to Proponents that include information on their environmental considerations. The Proponent should provide details regarding any environmental considerations related to the use of vehicles and equipment including but not limited to: anti-idling measures, green fleet initiatives and alternative fuels.

18.3.2 General Specifications of Containers

The Contractor must be able to provide Carts in the following sizes, as needed:

- 240 Litre Carts; and
- 360 Litre Carts.

The Contractor must be able to provide Front-Load Containers in the following sizes, as needed:

- 2 cubic yards;
- 3 cubic yards;
- 4 cubic yards;
- 6 cubic yards; and
- 8 cubic yards.

The Contractor must be able to provide Compactors as follows:

- "Low Pro" Compactors; and
- Other Compactor sizes as needed.

18.3.2.1 Proponent Submission Requirements for Containers Services

The Proponent should include the following information in their proposal:

A general overview of the Proponent's approach to provision of Containers;

- Product specifications for Containers that the Proponent will provide, including:
 - o Front-Load Containers;
 - o Carts; and
 - o Compactors;
- The Proponent's approach to Container maintenance;
- The Proponent's anticipated schedule for:
 - o Container replacement; and
 - o Cleaning Carts used for Green Waste Collection and method of cleaning.

18.3.2.2 Container Maintenance

The Contractor will be responsible for maintaining the Containers including, but not limited to:

- Containers should be functional at all times for both Container Users and collection crews;
- Containers should not be cracked or broken;
- Containers (especially Carts used for Green Waste Collection) should have a design that minimizes odour;
- Containers should be kept graffiti-free;
- All Containers with wheels should have all wheels intact and functional; and
- All Containers with lids should have intact and functional lids.

18.3.3 Non-Compliance Services

The City understands that in certain situations, the Contractor may not be able to collect from Container Locations. In these circumstances the Contractor must notify the City's Representative immediately.

18.3.3.1 Proponent Submission Requirements for Non-Compliance Services

The Contractor should outline the situations in which material would not be collected in the following situations:

- MF Collection, Commercial Collection and Mixed-Use Collection (Garbage, Recycling and Green Waste); and
- LIPU Collection.

Further, the Contractor should outline what action will be taken by the Contractor in the case where the Contractor cannot collect from a Collection Location.

If there is a dispute regarding what constitutes Garbage, Recycling or Green Waste, the City's Representative's decision will be final and binding.

18.3.4 Character of Workers

The successful Proponent shall employ only orderly, competent and skilful workers to ensure that the Services is carried out in a respectable, professional manner. In the event that any person employed by the successful Proponent in connection with the work arising out of the Final Contract gives, in the opinion of the City, just cause for complaint, the Contractor upon notification by the City in writing shall not permit such person to continue in any future work arising out of the Final Contract.

18.3.5 Emissions Reporting

In order to meet its carbon neutral reporting obligations, the City requires the Contractor to report the type and quantity of fuel used to operate vehicles, equipment and machinery employed in the delivery of the Services, including that of any sub-contractors. The Contractor is required to report accurate fuel data with each invoice (unless an alternative schedule has been agreed to by the City). Accurate fuel data must be provided with each invoice in order to receive payment.

18.4 Variations in Services

The City would like to understand the impact of the following variations in the Services:

- Use of CNG-Fueled Vehicles (optional); and
- Other variations that the Proponent wishes to provide costs for.

Only the combination selected by the City will be included in the Final Contract.

18.4.1 CNG-Fueled Vehicles

The Proponent is invited to provide a cost for the use of CNG-Fueled Vehicles. The definition of CNG-Fueled Vehicles is vehicles which use compressed natural gas (“CNG”), which, for clarity, includes renewable natural gas (“RNG”), as their source of fuel.

18.4.2 Other Variations

The City is interested in innovative variations to the Services other than those included above, particularly those that promote the City's Objectives. Variations can range from minor modifications to major system and administrative changes. The list below list is illustrative of possible other variations but is not intended to be all-inclusive or a list of preferred other variations:

- A different Services start date;
- A longer or shorter contract term;
- Different collection methods;
- Different collection performance requirements;
- Alternative financial incentives or levels and methods of performance compensation;
- Alternative trucks or fuel, including use of refurbished trucks with low emissions;
- Use of routing technology to improve efficiency, reduce the number of required trucks or provide other benefits;
- Introduction of innovative ways to increase diversion;
- Use of alternative container ownership and financing;
- Methods to improve the level of services provided to customers; and
- Alternative pricing models, including alternative methods for base year payment or annual adjustments.

18.4.3 Proponent Submission Requirements for Variations

An alternate proposal, including prices, should be submitted for any variation that the Proponent wishes to provide to offer to the City.

19 Timeline

The successful Contractor shall be fully committed to the team members and to the program schedule. White Rock anticipates that this RFP and Services will be administered in accordance with the following schedule:

- | | |
|--|----------------------------|
| 1. Submit Proposal for Collection Services | As noted on the cover page |
| 2. Service Contract Award | November 2022 |
| 3. Transition Preparation | November 2022-March 2023 |
| 4. Transition Initiation | April 2023 |
| 5. Rollout of Transition | May 2023 -January 2024 |

20 Transition Challenges

#	Challenge Description	Mitigative Measure
1	<p>The transition process for collection of garbage and recycling for MF and Commercial and the LIPU program implementation is complex and additional information regarding number of customers, collection type, etc. is needed to support the transition process.</p>	<p>The transition will occur in a phased manner which allows for adequate research to be completed by City staff. The transition plan is expected to be as follows:</p> <ul style="list-style-type: none"> • Early 2023 - MF-only transition • Early 2023 – LIPU program • Late 2023 - Mixed-use transition • Early 2024 - Commercial-only transition.
2	<p>The database outlining existing collection at MF properties may be incomplete (number of containers, container size, collection frequency, etc.).</p>	<p>All information which is presently known for MF properties is presented in Schedule 1. Schedule 1 is being provided for reference purposes only and will change upon further research and be updated continually during project implementation.</p> <p>The financial proposal (Appendix G) for MF properties is as follows:</p> <ul style="list-style-type: none"> • A spreadsheet has been provided with MF property details (including number of units per property and all known collection information). The Proponent is asked to provide a cost for each property which includes bin rental, collection, and disposal. These costs will be added up for all properties, then divided by the total number of units to calculate a per-MF-unit price. This per-MF-unit price is the price that will be used for evaluation purposes. <p>It is acknowledged that the Contractor cannot implement collection for MF properties without an understanding collection details for MF properties. The MF collection implementation transition is planned to begin in early 2023. Prior to collection implementation for MF properties, the City will complete additional research to detail required MF collection services.</p>
	<p>Existing collection services for Commercial properties may be incomplete (including number of businesses, number of container locations, types of containers, recycling streams, etc.).</p>	<p>Schedule 2 presents known information about Commercial Properties in the City. All information which is presently known for Commercial properties is presented in Schedule 2. Schedule 2 is being provided for reference purposes only and will change upon further research and be updated continually during project implementation.</p> <p>The financial proposal (Appendix G) requests pricing information for Commercial properties as follows:</p> <ul style="list-style-type: none"> • For Cart-cased and Dumpster-based collection, pricing is requested on a per-tip, per-stream basis (including container rental). • For Compactor-based collection, pricing is requested (for varying compactor sizes) as follows: <ul style="list-style-type: none"> o Collection Cost (\$/tip) <p>These unit prices will be used for evaluation purposes.</p> <p>It is acknowledged that the Contractor cannot implement collection for Commercial properties without a complete understanding of collection details for Commercial properties. Thus, the Commercial collection implementation is planned for 2024. Prior to collection implementation for Commercial properties, the City will complete additional research to detail required Commercial collection services.</p>

#	Challenge Description	Mitigative Measure
	<p>The information presently known for Mixed-Use properties may be incomplete (properties where MF and Commercial materials are not disposed of/recycled in separate rooms) and pose the following challenges:</p> <ul style="list-style-type: none"> For all MF properties for which the City receives the Recycle BC incentive for MF recycling, MF recycling must not contain more than 1.5% materials from Commercial sources. The City is asking Proponents for prices for per-unit pricing for MF-only properties and per-container pricing for Commercial-only properties; however, Mixed-Use properties do not clearly fit into either of these categories. 	<p>For clarity, Mixed-Use properties only include those where garbage and recycling from MF and Commercial sources are combined. For properties which include both MF and Commercial units but the material is <i>not</i> combined (i.e., the MF portions and the Commercial portions of the property have separate garbage/recycling rooms), the MF portion of the property will be included as MF-only and the Commercial portion of the property will be included as Commercial-only.</p> <p>All information which is presently known for Mixed-Use properties is presented in Schedule 3. Schedule 3 is being provided for reference purposes only and will change upon further research and be updated continually during project implementation. It is possible that the addresses in Schedule 3 will not end up being classified as Mixed-Use once a review of where collection takes place occurs (ie, if collection is in two separate locations). A separate phase in the implementation process exists to transition mixed-use properties to Contractor collection; this transition is expected to occur in late 2023.</p> <p>The City will not collect a recycling incentive from Recycle BC for MF units in Mixed-Use properties, therefore, the recycling from MF and Commercial sources in mixed-use properties can be combined. Additionally, this means that while three-stream recycling is required for MF-only properties, it is not required for Mixed-Use properties, rather, appropriate recycling must be offered (which is what is required for Commercial properties).</p> <p>The City is aware that different challenges may exist for the Contractor when collecting from mixed-use properties versus Commercial-only or MF-only properties. Therefore, the City has provided a pricing table which requests pricing information for Mixed-Use properties as follows:</p> <ul style="list-style-type: none"> For cart-cased and dumpster-based collection, pricing is requested on a per-tip, per-stream basis (including container rental). For compactor-based collection, pricing is requested as follows: <ul style="list-style-type: none"> Collection and Disposal Cost (\$/tonne) Compactor Rental Cost (\$/month). <p>These unit prices will be used for evaluation purposes.</p> <p>Parallel unit costs are being requested for Commercial-only collection, however, the Contractor is asked to provide units costs for mixed-use properties separately from Commercial properties (therefore different prices can be used for the two property types).</p> <p>It is acknowledged that the Contractor cannot implement collection for mixed-use properties without a complete understanding of collection details for mixed-use properties. Thus, the mixed-use collection implementation is planned for late 2023. Prior to collection implementation for mixed-use properties, the City will complete additional research to detail all required mixed-use collection services.</p>
4	Contract end dates for existing collection services are unknown for most properties in the City.	Known Collection details for properties, including contract end dates (which are known for a limited number of properties) are presented in Schedule 1 , Schedule 2 , and Schedule 3 .

21 Form of Proposal Instructions

Proponents shall provide responses to the appendices listed below using the format provided. If a particular item is inapplicable or cannot be answered, the Proponent should clearly state why.

21.1 Appendix A – Proposal Submission Form

An executed Proposal exactly in the form provided in **Appendix A** (Proposal Submission Form) shall be included and should be executed in accordance with the instructions set out in the RFP and on the Proposal Form. The proposal submission form shall be signed by a person or persons authorized to sign on behalf of the Proponent as follows:

- If the Proponent is a partnership or joint venture, then the name of the partnership or joint venture and the name of each partner or party to the joint venture should be included, and each partner or party to the joint venture should sign the Proposal; and
- If the Proponent is a corporation then the name of the corporation should be provided and the Proposal should be signed by an authorized signatory of the corporation.

21.2 Appendix B – Statement of Departures

Proponents should use **Appendix B** (Statement of Departures) as part of their Proposal to provide a description of any provisions of the Scope of Services that are unacceptable to the Proponent or which do not provide good “value for money” and which the Proponent would request to be deleted or amended. Proponents should provide the rationale for any requested deletions or amendments.

It is intended that other provisions of the Draft Services Contract may, during negotiations with a Preferred Proponent, be subject to changes as requested by the City, but if a provision of the Draft Services Contract is not listed in the Proposal then the City will be entitled to assume that the Proponent does not object in principle to that provision.

21.3 Appendix C - Proponent’s Experience, Reputation, and Resources

Proponents shall use the format provided in **Appendix C** as part of their Proposal to provide information relating to corporate profile, key personnel, sub-contractors, experience and references, regulatory compliance, tracking and reporting, customer service experience. Proponents should provide responses to each of the requested items in the same order as requested.

21.4 Appendix D - Equipment and Resources

Proponents shall use the format provided in **Appendix D** as part of their Proposal to provide information relating to equipment (vehicles and Containers) and resources available for the performance of the Services, including any major equipment to be used to perform the Services.

21.5 Appendix E - Destination of Materials

Proponents shall use the format provided in **Appendix E** as part of their Proposal to provide information relating to all expected companies that will handle each material stream from the Recycling Collection Service.

21.6 Appendix F - Proponent’s Technical Proposal

Proponents shall use the format provided in **Appendix F** as part of their Proposal to clarify the Proponent's understanding of the City’s requirements for the performance of the Services, approach and methodology that the Proponent would take in performing and managing the Services, specific aspects of the collection, training and safety, and quality control. As such, this part of their Proposal must include their Operations Plan, Quality Assurance/Control Plan, and Safety Plan.

21.7 Appendix G - Financial Proposal

Proponents shall use the format provided in **Appendix G** as part of their Proposal to provide a

Financial Proposal.

A Microsoft Excel workbook has been provided which contains the following ‘fill-in-the-blanks’ sheets. All sheets in this workbook should be printed (as PDF or hard-copy, as per the Proponent’s submission) and attached to the Proposal to form the Financial Proposal. The excel sheets have been formatted to be able to print.

Table 3: Description of Sheets in Financial Proposal Excel Document

#	Name	Description	Instructions
1	MF Pricing	This sheet provides the Proponent with the contents of Schedule 1 (listing of MF properties).	Proponents should include a price for each MF property given the information presented. Proponents should print this sheet and include it as part of their Financial Proposal.
2	MF Pricing Summary Sheet	This sheet summarizes the prices provided in Sheet 1 and calculates a per-unit cost.	This sheet automatically calculates the per-unit price based on the Proponent’s entries in Sheet 1. Proponents should print this sheet and include it as part of their Financial Proposal.
3	Commercial Pricing	This sheet requests pricing from the Proponent for Commercial Collection on a per-Container basis.	Proponents should print this sheet and include it as part of their Financial Proposal.
4	Mixed-Use Pricing	This sheet requests pricing from the Proponent for Mixed-Use Collection on a per-Container basis.	Proponents should print this sheet and include it as part of their Financial Proposal.
5	LIPU Pricing	This sheet requests pricing from the Proponent for LIPU Collection on a per-item basis.	Proponents should print this sheet and include it as part of their Financial Proposal.
6	Add-On Service Costs	This sheet requests pricing from the Proponent for pull-out Service (for MF, Commercial, and Mixed-Use Collection) on a per-Container basis.	Proponents should print this sheet and include it as part of their Financial Proposal.
7	CNG Variation Pricing (Optional)	This sheet requests optional pricing add-ons for Collection by CNG-fueled vehicles for: <ol style="list-style-type: none"> 1. MF Properties; 2. Commercial Properties; 3. Mixed-Use Properties; and 4. LIPU. 	If Proponents wish to provide pricing for the use of CNG-fueled vehicles, the Proponent should complete this sheet, print it, and include it as part of their Financial Proposal.

Prices shall be in Canadian funds. Total monthly price including GST shall be shown as a separate line item.

21.8 Appendix H - Surety and Verification of Insurance

Proponents shall demonstrate their ability to comply with the requirements of the Services Contract (refer to **Appendix H**) by providing letters from the Proponent’s insurer and bonding company stating that if the City awards the Contract to the Proponent, the insurance and bonding required by the Services Contract will be provided. The confirmation of insurance and bonding shall be included as part of the Proposal Submission in **Appendix H** Surety and Verification of Insurance. The City reserves the right to seek confirmation of this requirement at its sole

discretion as part of the evaluation process.

22 Additional Information

- 1) For information about the City of White Rock, please visit www.whiterockcity.ca.
- 2) City GIS (available at [WROMS \(surrey.ca\)](http://wroms.surrey.ca)
City GIS data can be downloaded at the open data portal <http://data.whiterockcity.ca/> and enter the desired utility (i.e.: water, storm, sanitary) to list the assets and pick the desired format required. Any GIS related questions should be directed to the GIS Specialist at 604-541-2194.
- 3) *Solid Waste Operations Review Report Final* (City of White Rock)
- 4) *Solid Waste Bylaw Update* (City of White Rock)
- 5) *Solid Waste Bylaw 2402* (City of White Rock)
- 6) *Technical Specifications for Recycling and Garbage Amenities in Multi-Family and Commercial Development – Jun 2015 Draft* Metro Vancouver)
- 7) *Guide to Estimate the Recycling and Garbage Bins Your Complex Needs for Weekly Collect* (Metro Vancouver)

Appendix A - Proposal Submission Form

Proponent's Name : _____

Street Address: _____

City, Province & Postal Code: _____

Tel No.: _____

Fax No.: _____

E-mail: _____

GST Registration No.: _____

WorkSafeBC Account No.: _____

Enclosed most recent WCB Letter of Good Standing: _____ **Yes / No**

The Proponent hereby declares that it has carefully examined the background information, read and examined the RFP package; and hereby proposes to furnish all labour, technical and professional services, supervision, materials, tools, supplies and equipment, and to discharge all duties and obligations necessary to provide the Services in accordance with the provisions stated in the RFP Documents, for the prices shown in the Financial Proposal (**Appendix G**) attached hereto and incorporated by reference herein.

Enclosed herewith is evidence of good standing of the Proponent's corporation, joint venture or partnership and evidence that the person(s) signing this form is/are authorized to (and each member of any joint venture or partnership forming the Proponent) execute Proposal and to execute the Services Contract.

The Proponent acknowledges receipt, understanding and full consideration of the following addenda to the Request for Proposals:

Addendum No.	_____	Date Received:	_____
Addendum No.	_____	Date Received:	_____
Addendum No.	_____	Date Received:	_____
Addendum No.	_____	Date Received:	_____
Addendum No.	_____	Date Received:	_____

The Proponent certifies that it has notified the City of any deficiencies in or omissions from any RFP Documents or other Documents provided by the City. The Proponent represents that all statements made in response to the Request for Proposals are true and correct as of the date hereof. The Proponent hereby agrees that the City will not be responsible for any errors or omissions in this Proposal.

If the Proponent is an individual or partnership, the Proposal Form must be executed by the individual or all partners, as the case may be, and must be witnessed in the case of an individual's signature. Any individual signing must indicate the capacity in which he or she signs on the Proposal Form. If a Proponent or, where the Proponent is a partnership, a partner is a company; the authorized signatories of the Company must execute the Proposal Form. Where more than one individual submits a Proposal,

partnership or Company (“Team”) then any member of that Team who proposes to be responsible for more than 20% of services must execute the Proposal Form in accordance with the rest of this section.

Proponents should disclose herein any potential conflicts of interest or existing business relationships with the City. Failure on the part of a Proponent to declare a conflict of interest to the City and to obtain the City’s prior express written consent to waive the conflict of interest shall result in the Proponent being ineligible to submit a Proposal and shall form a basis for rejection of a Proposal submitted to the City.

Do you have a potential conflict of interest or existing business relationships they may have with the City?

Yes

No

If yes, please describe:

By: _____
(Signature)

Name: _____
(Type or print)

Title: _____

Company: _____

Date: _____

By: _____
(Signature)

Name: _____
(Type or print)

Title: _____

Company: _____

Date: _____

For the purpose of the Proposal submission, digital copies of original documents and electronic signatures are accepted.

Appendix B - Statement of Departures

Appendix C - Proponent's Experience, Reputation, and Resources

Proponents shall provide responses to the following items using the format provided. If a particular item is inapplicable or cannot be answered, the Proponent should clearly state why.

2. CORPORATE PROFILE

Provide a description of the Proponent’s current business in the following format:

Proponent		
2.1	Registered Business Name	
2.2	Operating Business Name	
2.3	Name of Principal Owner(s)	
2.4	Name of Principal Operator(s)	
2.5	Shareholder Information (Major Registrants)	
2.6	Number of Years in Business	
2.7	Description of Business	

3. KEY PERSONNEL

Identify the Proponent’s key personnel who will be responsible for the Services, together with a description of the responsibilities each will have in the performance of the Services. Include a description of the relevant experience for each key member:

Key Personnel				
	Name & Title	Responsibilities	Relevant Experience	Email Address and Phone Number
3.1				
3.2				
3.3				
3.4				

4. SUBCONTRACTORS

Identify Subcontractors, if any, the Proponent intends to use for the performance of any of the Services. At any time, the City may require that Subcontractor(s) be approved by the City prior to performing the Services. Include a description of the portion of the Services proposed to be subcontracted and a

description of the relevant experience of the Subcontractor, using a format similar to the following for each Subcontractor:

Subcontractors					
	Registered Business Name	Number of years in Operation	Name of Principal Owner(s) Address and Contact Information	Description of Service	Number of years providing this service
4.1					
4.2					
4.3					
4.4					
4.5					

5. ORGANIZATIONAL STRUCTURE

Describe the Proponent's organizational structure and the relationships between all functions in the organization including reporting requirements and proposed interfaces with the City.

If the Proponent is a Team, the Proposal should outline the structure of the Team and identify each Team Member's responsibilities for the Services and should identify which Team Member will execute the Service Contract and be responsible for the obligations of the contractor as defined under that contract.

If any substantive changes have been made to the team structure since the RFEOI response, those changes need to be clearly identified and explained in this RFP submittal. The company identified as leading the overall service and contracting with the City must remain unchanged from the RFEOI response.

6. EXPERIENCE AND REFERENCES

Provide a summary of similar relevant contracts entered into by the Proponent in which the Proponent performed services comparable to the Services. The description of services can include the type of material collected, the annual tonnage, the number and type of structures served and information regarding the average number of complaints (if known).

Proponents agree that by providing information below, the City has permission to contact references provided.

Customer	
Effective Start Date	
Approximate Contract Value	
Description of Services	
Reference Contact	
Telephone / Email	

Customer	
Effective Start Date	
Approximate Contract Value	
Description of Services	
Reference Contact	
Telephone / Email	

Customer	
Effective Date	
Approximate Contract Value	
Description of Services	
Reference Contact	
Telephone / Email	

7. OPERATIONAL EXPERIENCE

Describe the following with respect to the Proponent’s operational experience:

7.1	Experience with implementing changes to a collection system and/or transitioning and implementing a new collection contract	
7.2	Health and safety record, including the number, type of injury and duration of any absences of employees covered by a Worker’s Compensation Board claim (list any Workers’ Compensation Board investigations and the results thereof)	
7.3	Experience in providing special collection services after a major weather event, natural disaster or similar disruptive event, describing the magnitude of the disruption and extent of the Proponent’s involvement	
7.4	Measures and equipment used to reduce collection noise impacts, especially during early morning and evening hours.	
7.5	Experience with collection in the City of White Rock	

8. REGULATORY COMPLIANCE

Summarize any litigation or regulatory violation involving the Proponent or related entity (i.e. a parent or subsidiary company, a joint venture/partnership that the Proponent was part of, etc.) that has occurred within the past seven years and is in any way connected to:

8.1	The collection of Garbage, Recyclables, or Green Waste	
8.2	Violations of Federal or Provincial laws or regulations	
8.3	Violations of Municipal bylaws	

9. TRACKING AND REPORTING

9.1	Briefly describe the Proponent’s experience with database management systems, including service route management systems, customer and financial management systems, hardware, software and quality control protocol.	
9.2	Briefly describe the Proponent’s experience with transmitting detailed account and service data to customers.	

10. CUSTOMER SERVICE EXPERIENCE

Describe the following with respect to the Proponent’s customer service experience:

10.1	Number of years of experience dealing with customers	
10.2	Briefly describe the Proponent’s experience dealing with customers and complaints	

Appendix D - Equipment and Resources

Please provide information regarding vehicles and Containers that will be used to complete the Services.

Vehicles

Describe the Proponent’s equipment and resources available for the performance of the Services including any major equipment to be used to perform the collection and processing of Garbage, Recycling, and Organics, including any stand-by or backup equipment. More lines can be added as needed. Include equipment which will require procurement and timelines involved. Provide proof of quotes and procurement timeline if available.

No.	Make / Model / Year	Quantity	Size and Class of Truck / Number of Compartments and Capacity	Crew Size	Equipment Owned/ Leased
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

Describe how storage of commercial vehicles will be done in compliance with applicable zoning requirements.

The Contractor will distribute all Containers necessary for the Services to MF, Commercial and Mixed-Use properties.

Describe the Container types that the Proponent will provide for the performance of the Services. More lines can be added as needed. Include Containers which will require procurement and timelines involved. Provide proof of quotes and procurement timeline if available.

Container Type	Container Size	Make / Model	Comment
Cart	240L		
	360L		
Front-Load Container	2 yard		
	3 yard		
	4 yard		
	6 yard		
	8 yard		
Compactor	"Low Pro" Compactor		
	Other Compactor Size 1 Specify: _____		
	Other Compactor Size 2 Specify: _____		

Appendix E - Destination of Materials

List all expected disposal and recycling facilities that will handle each material stream from the Services. Any changes to these facilities will be updated in the monthly reporting required by the Scope of Services.

Material Stream	Destination Company Name	Destination Company Address
Garbage		
Mixed Organics		
Mixed Recycling		
Cardboard Recycling		
Paper Recycling		
Containers Recycling		
Glass		

Appendix F - Proponent's Technical Proposal

Proponents should provide responses to the following items. If a particular item is inapplicable or cannot be answered, the Proponent should clearly state why.

1. Multi-Family Collection

The Proponent should include all information requested in the Scope of Services **Section 18.2.1.5.**

2. Commercial Collection

The Proponent should include all information requested in the Scope of Services **Section 18.2.2.5.**

3. Mixed-Use Collection

The Proponent should include all information requested in the Scope of Services **Section 18.2.3.5.**

4. Large Item Pick-Up Program

The Proponent should include all information requested in the Scope of Services **Section 18.2.4.8.**

5. Transportation, Delivery and Processing of Materials

The Proponent should include all information requested in the Scope of Services **Section 18.2.5.1.**

6. Container Provision

The Proponent should include all information requested in the Scope of Services **Section 18.2.6.6.**

7. Transition Plan

The Proponent should include all information requested in the Scope of Services **Section 18.2.10.8.**

8. Vehicles Standards and Identifications

The Proponent should include all information requested in the Scope of Services **Section 18.3.1.2.**

9. Container Specifications

The Proponent should include all information requested in the Scope of Services **Section 18.3.2.2.**

10. Non-Compliance Services

The Proponent should include all information requested in the Scope of Services **Section 18.3.3.1.**

11. Variations in Services

The Proponent should include all information requested in the Scope of Services **Section 18.4.3.**

Appendix G - Financial Proposal

The financial proposal has been included as a 'fill-in-the-blanks' excel document. The Proponent should use this excel file to enter their prices into **all yellow cells in all sheets** of the excel document, and print all sheets, which will become the Proponent's financial proposal. The excel document has been formatted to print all relevant information.

The following pages are an example of the resulting excel document printout. When the Proponent has completed each sheet in the excel document all Statuses will turn green and read "COMPLETE".

If the Proponent is unable to provide the prices in the excel document, which is the City's preferred format, the Proponent may create tables **with an identical format** to those presented in the following pages, which will then form the financial proposal.

Appendix H - Surety and Verification of Insurance

PERFORMANCE BOND

TO: CITY OF WHITE ROCK

We have reviewed the Proposal of _____
(Contractor)

of _____
(Address)

for the following contract:

CITY OF WHITE ROCK

Multi-Family, Commercial, Mixed-Use, and LIPU Collection for the City of White Rock

We understand that Proposals will be received until 2:00 PM on September 14, 2022, and wish to advise that should this Proposal be selected and the Contract executed with the Contractor listed above, it is our present intention to become surety on the Performance Bond required by the Contract.

We are duly licensed to do business in the City of White Rock.

Dated: _____ **By:** _____
(Name of Surety)

(Name of Signatory) (Title)

(Seal) _____
(Signature)

Schedule 1 – MF Properties

Schedule 1 has been included as part of the RFP document in a separate excel document.

Schedule 2 – Commercial Properties

Schedule 2 has been included as part of the RFP document in a separate excel document.

Schedule 3 – Mixed-Use Properties

Schedule 3 has been included as part of the RFP document in a separate excel document.

Schedule 4 – LIPU Customers

Schedule 4 has have been included as part of the RFP document in a separate excel document.

Schedule 5 -
Recycle BC Service Agreement

SCHEDULE 2.1(b)
STATEMENT OF WORK FOR MULTI-FAMILY BUILDING COLLECTION SERVICES

This Statement of Work is incorporated into and forms part of the Master Services Agreement made between The City of White Rock ("Contractor") and MMBC Recycling Inc. carrying on business as Recycle BC ("Recycle BC") made as of November 30, 2013 (the "Agreement"). The effective date of this Statement of Work (the "SOW Effective Date") is November 30, 2018.

SECTION 1. Interpretation

1.1 **Definitions.** In this Statement of Work (including the attachments hereto), the following terms will have the following meanings. Capitalized terms used but not defined in this Statement of Work will have the respective meanings ascribed to them in the Agreement.

"**Agreement**" has the meaning set out on the first page of this Statement of Work.

"**Approved Multi-Family Building**" means a Multi-Family Building on the list of approved Multi-Family Buildings maintained by Recycle BC in accordance with Section 2.1.1.

"**Container**" means any container acceptable to Recycle BC used for storage of In-Scope PPP at a central location in a Multi-Family Building complex, but, for the avoidance of doubt, does not include single-use bags.

"**Corrugated Cardboard**" means paper-based material consisting of a fluted corrugated sheet and one or two flat linerboards.

"**Customer**" means any owner, property manager or resident of an Approved Multi-Family Building.

"**Designated Post-Collection Facility**" means the facility at which Contractor delivers Contractor-collected In-Scope PPP to the Designated Post-Collection Service Provider

"**Designated Post-Collection Service Provider**" means the entity, designated by Recycle BC, to receive Contractor-collected In-Scope PPP.

"**In-Scope PPP**" means the PPP set out in Attachment 2.1.2 and such other materials identified as In-Scope PPP by Recycle BC in writing from time to time.

"**Industrial, Commercial and Institutional**" or "**ICI**" means any operation or facility other than a Multi-Family Household, including but not limited to commercial facilities such as retail stores or offices located in the street level or lower levels of a Multi-Family Building and vacation facilities, such as hotels, motels, cottages, cabins and rental, co-operative, fractional ownership, time-share or condominium accommodation associated with sports and leisure facilities (e.g., ski resorts); and, institutional facilities such social or community service organizations and personal or health care facilities located in the street level or lower levels of a multi-family building and residences at which medical care is provided, such as nursing homes, long-term care facilities and hospices.

"**Missed Collection**" means any failure of Contractor to collect In-Scope PPP from an Approved Multi-Family Building on the Approved Multi-Family Building's scheduled collection day.

"**Multi-Family Building**" means a complex, where residents are expected to deliver In-Scope PPP to a central storage area accessible by all residents, from which collection occurs.

"**Multi-Family Building Collection**" has the meaning set out in Section 2.1.

"Multi-Family Household" means a self-contained dwelling unit providing accommodation to one or more people where the resident is expected to deliver In-Scope PPP to a central location on the property of the Multi-Family Building from which In-Scope PPP is collected.

"Not Accepted Materials" means, collectively, any material that is not PPP (as that term is defined in the Agreement).

"Private Road" means a privately-owned and maintained way that allows for access by a service vehicle and that serves multiple residences.

"Public Street" means a public right-of-way used for public travel, including public alleys and lanes.

"Service Area" means the geographic area delineated in Attachment 2.1.1.

"Service Commencement Date" means November 30, 2018.

"SOW Effective Date" has the meaning set out on the first page of this Statement of Work.

"SOW Services" has the meaning set out in Section 2.

"SOW Term" has the meaning set out in Section 4.

1.2 **Attachments.** As of the Effective Date, the following Attachments form part of this Agreement:

<u>Attachment</u>	<u>Description</u>
Attachment 2.1.1	- Service Area
Attachment 2.1.2	- In-Scope PPP
Attachment 3.4	- Service Level Failures
Attachment 5	- Fees

SECTION 2. Services

Contractor will provide, on the terms and conditions set out in the Agreement as supplemented and modified by the terms and conditions of this Statement of Work, the following Services (the "SOW Services"):

2.1 **Multi-Family Building Collection Services.** Beginning on the Service Commencement Date, Contractor will collect In-Scope PPP from Multi-Family Buildings in the Service Area as further described in this Section 2.1 ("**Multi-Family Building Collection**") and in accordance with the terms of the Agreement and this Statement of Work.

2.1.1 **Approved Multi-Family Buildings.**

- (a) Subject to Section 2.1.1(e), Contractor will not collect In-Scope PPP from any location other than an Approved Multi-Family Building. Recycle BC will maintain a list of Approved Multi-Family Buildings, which list will be initially comprised of the Multi-Family Buildings agreed on by Recycle BC and Contractor prior to the SOW Effective Date.
- (b) On a quarterly basis or at any other time as Recycle BC may in its sole discretion agree, Contractor may request to add one or more Multi-Family Buildings in the Service Area to the list of Approved Multi-Family Buildings. Recycle BC will

consider the request and, if the request is approved, add such Multi-Family Building to the list of Approved Multi-Family Buildings on a date to be agreed by Recycle BC and Contractor. Effective as of the date such Multi-Family Building is added to the list of Approved Multi-Family Buildings, Attachment 5 will be amended if and to the extent necessary.

- (c) On a quarterly basis or at any other time as Recycle BC may in its sole discretion agree, Contractor may request to remove one or more Multi-Family Buildings from the list of Approved Multi-Family Buildings. Recycle BC will consider the request and, if the request is approved, remove such Multi-Family Building from the list of Approved Multi-Family Buildings on a date to be agreed by Recycle BC and Contractor. Effective as of the date such Multi-Family Building is removed from the list of Approved Multi-Family Buildings, Attachment 5 will be amended if and to the extent necessary.
- (d) Recycle BC may remove all or a portion of a Multi-Family Building from the list of Approved Multi-Family Buildings, immediately upon notice, where Contractor has committed any breach of this Agreement in respect of such Multi-Family Building or portion thereof (including a failure to meet or exceed applicable Service Levels) and has failed to cure such breach within 30 days of being given notice thereof by Recycle BC.
- (e) Contractor will collect In-Scope PPP only from ICI locations approved by Recycle BC in advance. Recycle BC shall have the right, exercisable at any time in its sole discretion, to revoke its approval of any one or more ICI locations.
- (f) Contractor will not be entitled to receive any Fees or other payments in respect of In-Scope PPP collected from ICI locations and will be solely responsible for all costs associated with the collection and post-collection management of In-Scope PPP collected from ICI locations. Recycle BC reserves the right to develop and apply a methodology, at its own sole discretion, for calculating the amount of In-Scope PPP from ICI locations included in Contractor-collected In-Scope PPP delivered to the Designated Post-Collection Facility (the "Determined ICI Amount"). Without limiting the generality of the foregoing, Contractor acknowledges and agrees that Contractor will be solely responsible for any costs or fees charged by the Designated Post-Collection Service Provider in respect of the Determined ICI Amount.

2.1.2 PPP Materials.

- (a) Contractor will collect all In-Scope PPP from all Approved Multi-Family Buildings that is placed in Containers (including both Contractor-provided Containers and Containers provided by Approved Multi-Family Buildings or their residents).
- (b) Materials collected by Contractor may not contain more than 3% by weight of Not Accepted Materials. Loads exceeding 3% by weight of Not Accepted Materials may be subject to rejection by the Designated Post-Collection Service Provider and may result in Service Level Failure Credits as set out in Attachment 3.4.
- (c) Materials collected by Contractor may not contain (i) any packaging containing hazardous or special waste or (ii) Categories 4, 5 or 9.
- (d) If Contractor collects In-Scope PPP in multi-stream, Contractor must ensure that:

- (i) loads of Categories 1, 2 and 3(b) do not contain more than 1% by weight of Categories 3(a), 6 and 7; and
 - (ii) loads of Categories 3(a), 6 and 7 do not contain more than 3% by weight of Categories 1, 2 and 3(b).
- (e) Subject to Section 2.1.2(h), Contractor must ensure that loads of Categories 1, 2, 3(a), 3(b), 6 and 7 (whether collected in a single stream or a multi-stream) do not contain more than 3% by weight of Category 8.
 - (f) If Contractor collects Category 8 segregated from other In-Scope PPP, Contractor must ensure that such material stream does not contain more than 1.5% by weight of Not Accepted Materials and other categories of In-Scope PPP (individually or in the aggregate). Loads of segregated Category 8 exceeding 1.5% by weight of Not Accepted Materials and other categories of In-Scope PPP (individually or in the aggregate) may be subject to rejection by the Designated Post-Collection Service Provider and may result in Service Level Failure Credits as set out in Attachment 3.4.
 - (g) Contractor will implement and maintain reasonable procedures to ensure that loads delivered to the Designated Post-Collection Facility comply with the requirements set forth in this Section 2.1.2, including procedures to monitor the content of collected materials and procedures to notify and reject material from Approved Multi-Family Buildings who do not comply with such requirements. Such procedures are subject to review by Recycle BC at any time and from time to time. If Recycle BC determines that such procedures are inadequate, Contractor will adopt such procedures as Recycle BC may reasonably require in order to ensure compliance with this Section 2.1.2.
 - (h) If immediately prior to the SOW Effective Date Contractor (i) did not provide Multi-Family Building Collection from Multi-Family Buildings in the Service Area or (ii) did not provide Multi-Family Building Collection from Multi-Family Buildings in the Service Area pursuant to a statement of work with Recycle BC, Contractor will not be required to comply with Section 2.1.2(e) until the six month anniversary of the Service Commencement Date. If Contractor is not in compliance with Section 2.1.2(e) by the six month anniversary of the Service Commencement Date, Contractor will, within 90 days, prepare and submit to Recycle BC for approval a remediation plan designed to reduce the quantity of Category 8 to the required level. Following approval of the remediation plan by Recycle BC, Contractor will use its best efforts to implement the plan and provide monthly reporting to Recycle BC detailing the progress and outcomes of the remediation plan. If Contractor is not in compliance with Section 2.1.2(e) within 90 days after implementing the remediation plan, Contractor will work with Recycle BC to establish additional changes and to adopt best practices recommended by Recycle BC in order to achieve the stated objective.

2.1.3 Collection.

- (a) Contractor shall not place limits on the quantity of In-Scope PPP collected from Approved Multi-Family Buildings.
- (b) Contractor will pick up In-Scope PPP from Approved Multi-Family Buildings in Containers that are directly, or reasonably, accessible by the collection vehicle. The Containers may be on a Public Street if the Approved Multi-Family Building has permission from the local government to store the Containers on a Public Street.

- (c) Contractor will perform Multi-Family Building Collection with sufficient frequency that each Approved Multi-Family Building always maintains sufficient capacity in its uncollected Containers so as not to be a barrier to use of Multi-Family Collection services by the residents of such Approved Multi-Family Building; provided that the service standard hereunder is not intended to require Contractor to perform Multi-Family Building Collection more frequently than once per week. Without limiting the generality of the foregoing, Contractor will coordinate with each Approved Multi-Family Building to arrange for a pick-up schedule for the Approved Multi-Family Building that, if requested by the Approved Multi-Family Building, is consistent.
- (d) Contractor will make collections in an orderly, non-disruptive and quiet manner, and will return Containers with their lids closed in their set out location in an orderly manner. The location of returned Containers should not block sidewalks, driveways or street parking.
- (e) If Contractor provided Multi-Family Building Collection from Multi-Family Buildings in the Service Area immediately prior to the Service Commencement Date, Contractor will provide Multi-Family Building Collection services that meet or exceed the level of service provided by Contractor prior to the Service Commencement Date.

2.1.4 Containers.

- (a) Except to the extent and on the conditions otherwise approved by Recycle BC in writing, Contractor will provide Containers to each Approved Multi-Family Building that provide sufficient volume to accommodate In-Scope PPP generated by such Approved Multi-Family Building between collections so that Container capacity and design is not a barrier to use of Multi-Family Collection services by the residents of such Approved Multi-Family Building.
- (b) Except to the extent and on the conditions otherwise approved by Recycle BC in writing, if Multi-Family Buildings are added to the list of Approved Multi-Family Buildings under Section 2.1.1(b), Contractor will deliver Containers to any such Multi-Family Buildings at least ten Business Days prior to the start date provided agreed on by Contractor and Recycle BC.
- (c) Except to the extent and on the conditions otherwise approved by Recycle BC in writing, Contractor will deliver a Container to a requesting Approved Multi-Family Building within seven Business Days of the Approved Multi-Family Building's initial request.
- (d) If any Approved Multi-Family Building chooses to provide its own Containers, Contractor will handle such Containers in such a way as to prevent undue damage, and Contractor will be responsible for unnecessary or unreasonable damage to such Containers.
- (e) If Contractor did not provide Multi-Family Building Collection in the Service Area immediately prior to the Service Commencement Date, Contractor will deliver Containers that meet the requirements set out in this Agreement to each Approved Multi-Family Building at least ten Business Days prior to the Service Commencement Date unless otherwise approved by Recycle BC in writing.
- (f) Contractor may not collect In-Scope PPP in single-use bags except in accordance with Section 2.1.4(g).

- (g) If Contractor provided Multi-Family Building Collection in the Service Area immediately prior to the Service Commencement Date and, at such time, collected In-Scope PPP in single-use bags, Contractor will:
 - (i) except to the extent and on the conditions otherwise approved by Recycle BC in writing, deliver Containers that meet the requirements set out in this Agreement to each Approved Multi-Family Building at least ten Business Days prior to July 1, 2020; and
 - (ii) not collect In-Scope PPP in single-use bags after July 1, 2020.
- (h) If Contractor (i) is transitioning from single-use bags to Containers pursuant to Section 2.1.4(g) or (ii) proposes to change the type of Containers it uses for Multi-Family Building Collection in the Service Area, Contractor will submit a detailed transition plan to Recycle BC a minimum of six months prior to the scheduled or planned change. Any change to the type of Containers used for Multi-Family Building Collection in the Service Area is subject to approval in writing by Recycle BC, which approval will not be unreasonably withheld.
- (i) Contractor will replace Containers once they no longer meet a sanitary and well-maintained condition.

2.1.5 Designated Post-Collection Facility

- (a) Contractor will deliver all collected In-Scope PPP to the Designated Post-Collection Facility on the day of collection, unless alternative arrangements have been approved in writing by Recycle BC. If Contractor is unable to deliver collected In-Scope PPP to the Designated Post-Collection Facility on the day of collection for an unforeseen reason outside Contractor's reasonable control, Contractor will deliver such collected In-Scope PPP to the Designated Post-Collection Facility as soon as possible thereafter and will store such In-Scope PPP during the interim in a safe and secure manner. Contractor may not charge any amounts to the Designated Post-Collection Service Provider in connection with such storage. Contractor will not deliver In-Scope PPP to any location other than the Designated Post-Collection Facility or dispose of any collected In-Scope PPP without prior written authorization from Recycle BC.
- (b) Contractor will deliver all collected In-Scope PPP to the Designated Post-Collection Facility segregated, at a minimum, in the manner set out in Attachment 2.1.2.
- (c) If Contractor collects Categories 1, 2, 3(a), 3(b), 6 and 7 in multi-stream, Contractor must (i) unload Categories 1, 2 and 3(b) in a separate bunker or other location than Categories 3(a), 6 and 7 and (ii) unload Categories 3(a), 6 and 7 in a separate bunker or location than Categories 1, 2 and 3(b), in each case as directed by the Designated Post-Collection Service Provider. Loads delivered in violation of this Section 2.1.5(c), including as a result of driver error or mechanical failure, may be subject to a Service Level Failure Credit as set out in Attachment 3.4.
- (d) Contractor will follow all reasonable instructions and procedures regarding the delivery of In-Scope PPP as directed by the Designated Post-Collection Service Provider and Recycle BC, including but not limited to instructions and procedures pertaining to health and safety, delivery and unloading of In-Scope PPP, audit procedures and weigh scale operation.

- (e) If Contractor is scheduled to collect In-Scope PPP from an Approved Multi-Family Building on a holiday, Contractor will coordinate directly with the Designated Post-Collection Service Provider a minimum of ten Business Days in advance of such holiday in order to schedule the delivery of such In-Scope PPP.
- (f) If the Service Area is within the Metro Vancouver Regional District, the Designated Post-Collection Facility will be located within 30 minutes (on average based on typical traffic conditions between 10 am and 2 pm Monday to Friday) from the Service Area boundary at the point of least distance to the Designated Post-Collection Facility.
- (g) If the Service Area is not within Metro Vancouver Regional District, the Designated Post-Collection Service Provider will locate the Designated Post-Collection Facility within 60 kilometers from the Service Area boundary at the point of least distance to the Designated Post-Collection Facility. If delivery to the Designated Post-Collection Facility requires the use of a ferry, then the delivery boundary is the ferry terminal and the portion of the trip that requires ferry travel is to be the responsibility of the Designated Post-Collection Service Provider. If the Designated Post-Collection Service Provider has used commercially reasonable efforts to locate the Designated Post-Collection Facility within such area but is unable to do so, Contractor will not be required to deliver In-Scope PPP to the Designated Post-Collection Facility except on terms mutually acceptable to Contractor and the Designated Post-Collection Service Provider.
- (h) Recycle BC may change the location of the Designated Post-Collection Facility upon 30 days' written notice. If Recycle BC changes the location of the Designated Post-Collection Facility such that the new location is greater than ten kilometers beyond the applicable maximum distance set out in Section 2.1.5(f) or (g), as the case may be, such change will be made pursuant to the change process in Section 2.2 of the Agreement (provided that Contractor may not refuse such a change).
- (i) Unless Recycle BC otherwise agrees in writing, Contractor may not consolidate or otherwise sort In-Scope PPP collected from Approved Multi-Family Buildings before delivering such materials to the Designated Post-Collection Facility. Such approval may be subject to such conditions or procedures as Recycle BC considers appropriate or necessary in the circumstances and may be revoked at any time by Recycle BC in its sole discretion, including without limitation if Contractor has failed to comply with such conditions or procedures.
- (j) If the Designated Post-Collection Service Provider rejects a load of In-Scope PPP from Contractor due to a verified claim that such load contains more than 3% by weight of Not Accepted Materials or contains any hazardous or special waste, Recycle BC reserves the right to designate alternative procedures and requirements associated with that load and to deduct any additional costs associated therewith from the Fees otherwise due to Contractor.

2.1.6 Spillage.

- (a) All loads collected by Contractor will be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers on all collection vehicles will be cleared frequently to prevent the occurrence of blowing or spillage.
- (b) Any spillage of materials that occurs during Multi-Family Building Collection will be immediately cleaned up or removed by Contractor at its sole expense.

Contractor will keep accurate records of each occurrence of spillage and of its clean-up, and will make such records available to Recycle BC on request and, if requested by Recycle BC, as part of a regular report to be delivered with such frequency as requested by Recycle BC (but not more frequently than monthly). Contractor expressly acknowledges it is solely responsible for any violations of Applicable Law that may result from said spillage.

- (c) Without limiting Section 2.1.6(b) above, Contractor will maintain all collection vehicles to ensure that no liquid wastes (e.g., leachate) or oils (e.g., lubricating, hydraulic, or fuel) are discharged on the property of Approved Multi-Family Buildings, Public Streets or Private Roads. All collection and route supervisor vehicles used by Contractor will be equipped with a spill kit sufficient in size to contain a spill of equivalent volume to the largest lubricating, hydraulic or fuel tank on the largest collection vehicle. Any discharge of liquid wastes or oils that may occur from Contractor's collection vehicles will be cleaned up or removed by Contractor within three hours of the discharge and will be remediated by Contractor at its sole expense. Such clean-up or removal will be documented with pictures, and notice of such clean-up or removal will be provided to Recycle BC in writing. Contractor will comply with all Applicable Laws in respect of ground-water or drainage systems safety and standards.

2.1.7 Routes

- (a) Except for In-Scope PPP collected from ICI locations in accordance with Section 2.1.1(e), Contractor collection vehicles used to perform Multi-Family Building Collection may only be used to collect materials from locations other than Approved Multi-Family Buildings if they are emptied before and after such other use and Contractor has obtained prior approval from Recycle BC in writing.

2.1.8 Pilot Programs.

- (a) Recycle BC may wish to test or implement one or more new services or developments in PPP material segregation, processing, or collection technology. Recycle BC will notify Contractor in writing at least 90 days prior of its intention to implement a pilot program or of its intentions to utilize a new technology system in the Service Area. The allocation of any costs (or savings) accrued by Recycle BC-initiated pilot programs will be negotiated prior to implementation pursuant to the change process in Section 2.2 of the Agreement. If Recycle BC deems the pilot a success, and desires to incorporate the service or development represented in the pilot program into this Statement of Work, such a change will be made pursuant to the change process in Section 2.2 of the Agreement.
- (b) Contractor-initiated pilot programs will require prior written notification to and written approval by Recycle BC. Contractor-initiated pilot programs will be performed at no additional cost to Recycle BC.

2.2 Customer Service and Management. As part of Multi-Family Building Collection, Contractor will provide the following services.

2.2.1 Customer Service Requirements

- (a) Contractor's Customer service office and call center will be accessible by a local area code and prefix phone number. Customer service representatives will be available through Contractor's call center during office hours for communication with Customers and Recycle BC representatives. Customer calls will be taken

during office hours by a person, not by voice mail. During all non-office hours for the call center, Contractor will have an answering or voice mail service available to record messages from all incoming telephone calls, and include in the message an emergency telephone number for Customers to call outside of normal office hours in case of an emergency.

- (b) Contractor will maintain a 24 hour emergency telephone number for use by Recycle BC. Contractor will have a representative, or an answering service to contact such representative, available at such emergency telephone number for Recycle BC-use during all hours, including normal office hours.
- (c) Contractor's Customer service representatives will have instantaneous electronic access to Customer service data and history to assist them in providing excellent Customer service.

2.2.2 Customer Service Representative Staffing

- (a) Contractor will maintain sufficient staffing to answer and handle complaints and service requests in a timely manner by all methods, including telephone, letters, e-mails and text messages. If staffing is deemed to be insufficient by Recycle BC to handle Customer complaints and service requests in a timely manner, Contractor will increase staffing levels to address the performance deficiency.
- (b) If Contractor did not provide Multi-Family Building Collection in the Service Area immediately prior to the Service Commencement Date, Contractor will provide additional staffing from Service Commencement Date through the four month anniversary of the Service Commencement Date to ensure that sufficient staffing is available to minimize Customer waits and inconvenience. Contractor will receive no additional compensation for increased staffing levels during the implementation period. Staffing levels during the implementation period will be subject to prior Recycle BC review and approval.

2.2.3 Customer Complaints and Requests

- (a) Contractor will record all Customer complaints and service requests, regardless of how received, including date, time, Customer's name and address, if the Customer is willing to give this information, method of transmittal, and nature, date and manner of resolution of the complaint or service request in a computerized daily log. Any telephone calls received via Contractor's non-office hours voice mail or answering service will be recorded in the log the following Business Day. Contractor will make a conscientious effort to resolve all complaints and service requests within 24 hours of the original contact. If a longer response time is necessary for complaints or requests, the reason for the delay will be noted in the log, along with a description of Contractor's efforts to resolve the complaint or request.
- (b) Contractor's customer service log will be available for inspection by Recycle BC during Contractor's office hours, and will be in a format approved by Recycle BC. Contractor will provide a copy of this log in an electronic format from the Microsoft Office suite of software to Recycle BC on request, and if requested by Recycle BC, as part of a regular report to be delivered with such frequency as requested by Recycle BC (but not more frequently than monthly).

2.3 Promotion and Education.

- 2.3.1 Where Contractor is not a local government, Recycle BC will have primary responsibility for developing, designing, and executing public promotion, education, and outreach programs. Contractor will provide Recycle BC with assistance and cooperation, including distributing Recycle BC-developed promotional and educational brochures and assisting with promotion, education and outreach programs at the direction of Recycle BC. Where Contractor is a local government, Contractor will have primary responsibility for executing public promotion, education, and outreach programs associated with the collection of In-Scope PPP, provided however that Contractor will incorporate Recycle BC-developed communications messages and images in Contractor public promotion, education, and outreach programs.
- 2.3.2 Contractor will have primary responsibility for providing Customers service-oriented information such as dates and times of Multi-Family Building Collection.
- 2.3.3 Recycle BC reserves the right, at its sole discretion, to require Contractor to seek advance approval of any or all public promotion, education and outreach materials associated with the collection of In-Scope PPP, including but not limited to recycling guides, collection calendars, website content and "oops tags."
- 2.3.4 If Contractor receives Resident Education Top Up payments in accordance with Attachment 5, Contractor must spend the total amount of the Resident Education Top Up payments paid to Contractor on promotion, education and outreach programs on an annual basis.
- 2.3.5 Except for logos of the applicable local government, Recycle BC, Contractor or any subcontractor of Contractor, Contractor may not affix or otherwise include any logo of, or any reference to, any other party or person on a Container in any manner whatsoever, including stickers and hot stamps.

- 2.4 Transition and Implementation Services. If immediately prior to the SOW Effective Date Contractor (i) did not perform Multi-Family Building Collection in the Service Area or (ii) did not provide Multi-Family Building Collection in the Service Area pursuant to a statement of work with Recycle BC, Contractor will, beginning on the SOW Effective Date, and with Recycle BC's input, develop and submit to Recycle BC no later than two weeks after the SOW Effective Date a transition and implementation plan (the "Transition and Implementation Plan") for implementing Multi-Family Building Collection in the Service Area, including a specific timeline as to when different activities and events will occur, details of how different events impact other events in the timeline, and the process to be used to ensure that implementation occurs on the Service Commencement Date with no disruption. The Transition and Implementation Plan will cover the entire period from the SOW Effective Date to and including the six month anniversary of the Service Commencement Date. Contractor will describe in detail what is involved with each of the activities and events listed in the Transition and Implementation Plan. Finalization of the Transition and Implementation Plan will be subject to Recycle BC's prior approval.

SECTION 3. Performance Standards and Operational Requirements

3.1 Personnel Conduct.

- 3.1.1 Contractor personnel performing Multi-Family Building Collection will at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property. If on private property, Contractor personnel will follow the regular pedestrian walkways and paths. Contractor personnel will not trespass or loiter, cross flower beds,

hedges, or property of adjoining premises, or meddle with property that does not concern them or their task at hand.

3.1.2 Contractor personnel will wear a professional and presentable uniform with an identifying badge with photo identification and company emblem visible to the average observer.

3.2 Vehicle Standards. Without limiting any other requirements or obligations of Contractor, Contractor will meet or exceed the following standards in respect of collection vehicles used to perform Multi-Family Building Collection:

3.2.1 All collection vehicles will be maintained in a clean and sanitary manner, and will be thoroughly washed at least once each week. All collection vehicles will have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with applicable law. All collection vehicles and all parts and systems of all collection vehicles will operate properly and be maintained in a condition compliant with all applicable laws, good industry standards, and be in a condition satisfactory to Recycle BC. Any collection vehicles not meeting these standards will not be used in the Service Area until repairs are made. All collection vehicles will be equipped with variable tone or proximity activated reverse movement back-up alarms.

3.2.2 Contractor will maintain all vehicles used in the performance of Multi-Family Building Collection in a manner intended to achieve reduced emissions and particulates, noise levels, operating costs, and fuel use.

3.3 SOW Record and Reporting Requirements.

3.3.1 Service Delivery Reporting: In addition to the record keeping and reporting requirements in the Agreement, Contractor will:

- (a) maintain an electronic record of all calls related to Missed Collections and the response provided by Contractor;
- (b) maintain an electronic record of all Customer requests, complaints and inquiries, including Customer name, mailing address, contact information (both telephone number and e-mail, if available), property name and service address, if different from mailing address, date of contact, reason for contact, results of Customer request, complaint or inquiry, resulting changes, additional follow-up needed, follow-up conducted, results of follow-up, and list of educational or outreach materials provided;
- (c) maintain such other records as may be requested by Recycle BC, including:
 - (i) tonnage by collection date and weight scale ticket (which must include the collector name and truck number);
 - (ii) changes to equipment or inventory;
 - (iii) customer communications related to Multi-Family Building Collection including telephone calls, letters, e-mails and text messages; and
 - (iv) notices left for Customers;
- (d) make all records maintained pursuant to this Statement of Work available to Recycle BC upon request and, if requested by Recycle BC, provide a regular (but no more frequently than monthly) report to Recycle BC, in a format and by a

method approved by Recycle BC, setting out or summarizing (at Recycle BC's discretion) such records as may be indicated by Recycle BC for the reporting period;

- (e) upon Recycle BC's request, provide up to two reports each year on associated collection metrics necessary to the calculation of the greenhouse gas emissions associated with the performance of Multi-Family Building Collection; and
- (f) upon Recycle BC's request, provide up to four ad-hoc reports each year, at no additional cost to Recycle BC. These reports may include Customer service database tabulations to identify specific Service Level or participation patterns or other similar information. Reports will be provided in Recycle BC-defined format and software compatibility. These reports will not require Contractor to expend more than 60 staff hours per year to complete.

3.3.2 Claims Reporting

- (a) At Recycle BC's discretion, claim reporting under Section 3.3.2(b) shall be assigned by Contractor to the Designated Post-Collection Service Provider.
- (b) All loads must be documented by Contractor or the Designated Post-Collection Service Provider, as the case may be, in a manner specified by Recycle BC from time to time, including by a certified scale ticket provided by the Designated Post-Collection Service Provider, with Contractor's name and address, Designated Post-Collection Service Provider's name and address, date, time, truck number, net weight by material type (by material types set out in Attachment 2.1.2) and such other information as Recycle BC may designate (collectively, "Claim Information"). Claim Information with respect to any delivery of In-Scope PPP to the Designated Post-Collection Facility must be submitted within ten Business Days of the delivery date.
- (c) Recycle BC will issue a claim summary to Contractor based on Claim Information directly provided to Recycle BC pursuant to Section 3.3.2(b), and Contractor will review the claim summary for accuracy. Contractor must report to Recycle BC any content in the claim summary that Contractor disputes within five days of the claim summary being issued.
- (d) After Recycle BC has approved the Claim Information, Recycle BC will issue a purchase order to Contractor, including a reference number. Recycle BC may, at its discretion, choose to issue payment to Contractor based on the approved purchase order without the need for Contractor to submit an invoice. Where invoices are required by Recycle BC, Contractor will invoice Recycle BC using the contact information provided by Recycle BC for such purpose (as may be updated by Recycle BC from time to time).
- (e) Standard tare weights for specific trucks may only be used on specific written permission of Recycle BC.

3.4 Service Levels. If Contractor fails to meet any Service Level set out in Attachment 3.4, Recycle BC will be entitled to the applicable Service Level Failure Credits set out in Attachment 3.4.

SECTION 4. SOW Term

This Statement of Work will commence on the SOW Effective Date and its initial term will continue until December 31, 2023. Recycle BC may extend this Statement of Work for up to two further periods of one

year each by giving Contractor notice in writing not less than 180 days before the expiration of the initial term or any such additional term or terms. The initial term and any such additional term or terms are herein referred to as the "SOW Term".

SECTION 5. Fees

The Fees payable by Recycle BC for the performance by Contractor of the SOW Services are set out in Attachment 5 to this Statement of Work, and such Fees begin after the Service Commencement Date. For the avoidance of doubt, Contractor acknowledges and agrees that it will not be entitled to receive any Fees in respect of In-Scope PPP collected from ICI locations.

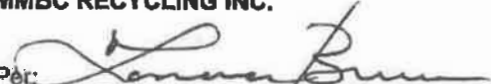
SECTION 6. Additional Terms

- 6.1 **No Double Charge.** Contractor will not directly or indirectly charge Customers, including without limitation by way of tax, levy or other surcharge, for the cost of providing the SOW Services if and to the extent that such costs are covered by Fees (prior to deducting any Service Level Failure Credits as set out in Attachment 3.4) or other payments Contractor is entitled to receive from Recycle BC under this Statement of Work. Collection that is more frequent than once per week is considered to be above the service standard required of Contractor, and Contractor may charge Customers a fee for Multi-Family Building Collection that is more frequent than once per week.
- 6.2 **Scavenging Forbidden.** Contractor will not scavenge, or permit any employee (or, at the request of Recycle BC, any other person) to scavenge any materials (including, if permitted by law, materials other than In-Scope PPP that have been set out to be collected by other collection service providers) at any time and at any location during Contractor's performance of the SOW Services or otherwise.
- 6.3 **Risk.** Contractor will be responsible for all risks, including risk of loss of, or damage caused by, the In-Scope PPP from the time the In-Scope PPP is collected by Contractor until delivery to the Designated Post-Collection Facility. In-Scope PPP will be deemed to be delivered when off-loaded from Contractor's vehicles at the Designated Post-Collection Facility and accepted by the signature of an authorized representative of the Designated Post-Collection Service Provider. Contractor will be responsible for the cost of any damage to Containers or the Designated Post-Collection Facility caused by Contractor.
- 6.4 **No Shared Services.** Contractor will not collect any material other than the In-Scope PPP to be collected under this Statement of Work (whether on Contractor's own behalf, or on behalf of any third party) while providing the Multi-Family Building Collection pursuant to this Statement of Work.

(Signature page follows.)

IN WITNESS WHEREOF the parties have executed this Statement of Work effective as of the SOW Effective Date.

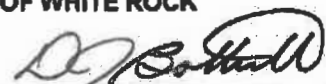
MMBC RECYCLING INC.

Per: 
(I have authority to bind Recycle BC)

Name: TAMARA BURNS
(Please Print)

Title: SVP Western Operations

THE CITY OF WHITE ROCK

Per: 
(I have authority to bind Contractor)

Name: DAN BOTTRILL
(Please Print)

Title: CAO

Per: _____
(I have authority to bind Contractor)

Name: _____
(Please Print)

Title: _____

Note: Second signatory to be completed by Contractor only if Contractor requires two signatories (and by leaving the second signatory blank and returning the Statement of Work to Recycle BC, Contractor and the first signatory represent that no additional signatories are required).

**ATTACHMENT 2.1.1 TO SCHEDULE 2.1(b)
SERVICE AREA**

1. Under this Statement of Work, the Multi-Family Household Baseline (as defined in Attachment 5) will initially be 67.
2. The Service Area is: Multi-Family Buildings in **The City of White Rock** receiving Multi-Family Building Collection from Contractor as approved and held by Recycle BC in list format.

**ATTACHMENT 2.1.2 TO SCHEDULE 2.1(b)
IN-SCOPE PPP**

For the purpose of this Statement of Work, In-Scope PPP will mean the material described in the categories of PPP below that have been selected as indicated by an x in the associated check box (and the In-Scope PPP shall be segregated, at a minimum, in the streams that have been selected below):

- PPP, in single stream, in Category 1, Category 2, Category 3(a), Category 3(b), Category 6 and Category 7.
- PPP, in multi stream, in Category 1, Category 2, and Category 3(b) which may be comingled together, but must be segregated from all other PPP.
- PPP, in multi stream, in Category 3(a), Category 6 and Category 7 which may be comingled together, but must be segregated from all other PPP.
- PPP in Category 8, segregated from all other PPP.

To the extent beverage containers as defined in Schedule 1 of the *Recycling Regulation* to the *Environmental Management Act* (BC) are comingled with In-Scope PPP to be collected by Contractor, such beverage containers shall be deemed to be In-Scope PPP for the purposes of this Statement of Work with polycoated beverage containers defined as Category 3(a), plastic beverage containers defined as Category 6, metal beverage containers defined as Category 7 and glass beverage containers defined as Category 8.

**ATTACHMENT 3.4 TO SCHEDULE 2.1(b)
SERVICE LEVEL FAILURES**

1. Contractor will incur the following Service Level Failure Credits on the following Service Level Failures, provided, however, that the aggregate amount of Service Credit Level Failures in respect of any calendar year shall not exceed the aggregate amount of Fees payable to Contractor in respect of such calendar year:

	Service Level Failure	Service Level Failure Credit												
1	Failure to clean-up or collect spilled materials within two hours.	Twice the cost of cleanup incurred by Recycle BC (if Recycle BC performs the cleanup) and \$500 per incident (regardless of who performs the cleanup).												
2	Overstatement of Multi-Family Households or understatement of industrial, commercial and institutional units in Approved Multi-Family Buildings.	\$5,000 per incident.												
3	Failure to separate In-Scope PPP collected from Approved Multi-Family Buildings from any other materials collected by Contractor without prior written approval from Recycle BC.	\$5,000 per route, plus \$3,000 per week (pro-rated in the case of a partial week) until the Service Level Failure has been remedied or a request for approval approved in writing by Recycle BC.												
4	Delivery of materials to the Designated Post-Collection Facility that contains more than 3% by weight of Not Accepted Materials.	<p>The Per Load Amount for each weigh-scale ticketed load that results in a Service Level Failure, provided that the aggregate Service Level Failure Credit for this Service Level Failure in respect of any calendar year shall not exceed 24 times the applicable Per Load Amount.</p> <p>For the purpose of this Service Level Failure, the "Per Load Amount" in respect of any year will be determined by the Multi-Family Household Baseline for such year, in accordance with the following table:</p> <table border="1"> <thead> <tr> <th align="center">Multi-Family Household Baseline</th> <th align="center">Per Load Amount</th> </tr> </thead> <tbody> <tr> <td align="center">10,000+</td> <td align="center">\$5,000</td> </tr> <tr> <td align="center">5,000-9,999</td> <td align="center">\$3,750</td> </tr> <tr> <td align="center">2,500-4,999</td> <td align="center">\$2,500</td> </tr> <tr> <td align="center">499-2,499</td> <td align="center">\$1,250</td> </tr> <tr> <td align="center">0-499</td> <td align="center">\$500</td> </tr> </tbody> </table>	Multi-Family Household Baseline	Per Load Amount	10,000+	\$5,000	5,000-9,999	\$3,750	2,500-4,999	\$2,500	499-2,499	\$1,250	0-499	\$500
Multi-Family Household Baseline	Per Load Amount													
10,000+	\$5,000													
5,000-9,999	\$3,750													
2,500-4,999	\$2,500													
499-2,499	\$1,250													
0-499	\$500													
6	If Contractor collects Categories 1, 2, 3(a), 3(b), 6 and 7 in multi-stream, delivery of a load in violation of Section 2.1.5(c).	\$1,000 per load.												
7	Delivery of a load of Category 8 to the Designated Post-Collection Facility that contains more than 1.5% by weight of Not Accepted Materials and other categories of In-Scope PPP (Individually or in the aggregate).	The Per Load Amount for each weigh-scale ticketed load that results in a Service Level Failure, provided that the aggregate Service												

	Service Level Failure	Service Level Failure Credit												
		<p>Level Failure Credit for this Service Level Failure in respect of any calendar year shall not exceed 24 times the applicable Per Load Amount.</p> <p>For the purpose of this Service Level Failure, the "Per Load Amount" in respect of any year will be determined by the Multi-Family Household Baseline for such year, in accordance with the following table:</p> <table border="1" data-bbox="1008 659 1330 905"> <thead> <tr> <th data-bbox="1008 659 1182 743">Multi-Family Household Baseline</th> <th data-bbox="1182 659 1330 743">Per Load Amount</th> </tr> </thead> <tbody> <tr> <td data-bbox="1008 743 1182 779">10,000+</td> <td data-bbox="1182 743 1330 779">\$5,000</td> </tr> <tr> <td data-bbox="1008 779 1182 814">5,000-9,999</td> <td data-bbox="1182 779 1330 814">\$3,750</td> </tr> <tr> <td data-bbox="1008 814 1182 850">2,500-4,999</td> <td data-bbox="1182 814 1330 850">\$2,500</td> </tr> <tr> <td data-bbox="1008 850 1182 886">499-2,499</td> <td data-bbox="1182 850 1330 886">\$1,250</td> </tr> <tr> <td data-bbox="1008 886 1182 905">0-499</td> <td data-bbox="1182 886 1330 905">\$500</td> </tr> </tbody> </table>	Multi-Family Household Baseline	Per Load Amount	10,000+	\$5,000	5,000-9,999	\$3,750	2,500-4,999	\$2,500	499-2,499	\$1,250	0-499	\$500
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2,500-4,999	\$2,500													
499-2,499	\$1,250													
0-499	\$500													
8	The occurrence of a Labour Disruption, if Contractor fails to (i) implement its Business Continuity Plan in respect of such Labour Disruption or (ii) fails to comply with Section 4.6.1 or 4.6.2 of the Agreement in respect of such Labour Disruption.	An equitable reduction in the Fees to reflect the value of any SOW Services not received by Recycle BC plus \$5,000 per day of Labour Disruption.												
9	Contractor delivers In-Scope PPP to any location, such as a landfill, incinerator or energy recovery facility, other than the Designated Post-Collection Facility without the prior written permission of Recycle BC	\$25,000 per incident.												

**ATTACHMENT 5 TO SCHEDULE 2.1(b)
FEES**

1. In this Attachment, the following terms will have the following meaning:

"Bonus Period" means each full calendar year day period during the SOW Term, commencing on January 1 and ending on December 31 of each year; provided, however, that (i) if the Service Commencement date is not January 1, the initial Bonus Period shall commence on the Service Commencement Date and end on December 31 of that year and (ii) if the SOW Term does not end December 31, the final Bonus Period will commence of January 1 of that year and end on the date on which the SOW Term ends..

"Multi-Family Household Baseline" means the number of Multi-Family Households in Approved Multi-Family Buildings as initially set out in the list agreed on pursuant to Section 2.1.1(a), as may be modified when Multi-Family Buildings are added to or removed from the list of Approved Multi-Family Buildings in accordance with Section 2.1.1.

2. In consideration for Contractor's performance of the SOW Services Recycle BC will pay Contractor:

- (a) The selected (as indicated by an x in the associated check box) annual amount in the table below times the Multi-Family Household Baseline (to be payable in arrears, in equal quarterly payments on net 30 day terms, provided that Contractor has submitted all applicable claims):

	Multi-Family Household Baseline	\$ per Multi-Family Household per Year
<input type="checkbox"/>	Single-stream – Categories 1, 2, 3 (a), 3 (b), 6 and 7	\$18.30
<input checked="" type="checkbox"/>	Multi-stream – Categories 1, 2 and 3 (b) separate from Categories 3 (a), 6 and 7	\$21.90

- (b) Each of the following that are selected (as indicated by an x in the associated check box) in the table below (which may be none): (i) the Resident Education Top Up amount; (ii) the Service Administration Top Up amount; and (iii) if Contractor also provides depot services in the Service Area pursuant to an active Statement of Work for Depot Collection Services, the Depot Top Up, in each case as set out in the table below times the Multi-Family Household Baseline to be invoiced and paid in arrears, in equal quarterly payments, provided that Contractor has submitted all applicable claims:

	Top Up available to local governments accepting Multi-Family Building incentive	\$ per Multi-Family Household per Year
<input checked="" type="checkbox"/>	Resident Education Top Up	\$1.00
<input type="checkbox"/>	Depot Top Up	\$0.25
<input checked="" type="checkbox"/>	Service Administration Top Up	\$1.25

Without limiting Contractor's obligations under this Statement of Work (including without limiting the cost Contractor is required to incur to perform such obligations), the Resident Education Top Up amount must be used for the purpose of providing resident education in respect of Multi-Family Building Collection.

- (c) If selected (as indicated by an x in the associated check box), the following per tonne amount, to be invoiced and paid pursuant to the claims submission process in accordance with the terms of the Agreement:

Multi-Family Building Collection Financial Incentive	
<input checked="" type="checkbox"/> Category 8 - Glass packaging	\$ per Tonne
	\$80.00

- (d) For each Bonus Period, the Achieved Bonus Amount times the average Multi-Family Household Baseline for such period, where the "Achieved Bonus Amount" is the performance bonus amount in the table below that corresponds with the average amount of In-Scope PPP per Multi-Family Household actually collected by Contractor during the Bonus Period. The foregoing will be calculated annually, at the end of each Bonus Period, based on the average Multi-Family Household Baseline for such period and the approved claims submitted for the Bonus Period. The Achieved Bonus Amount for a Bonus Period, if any, will be paid no later than April 30 of the following year.

For purposes of calculating the Achieved Bonus Amount, Recycle BC reserves the right to develop and apply a methodology, at its own sole discretion, to calculate the average amount of (i) Not Accepted Materials in Contractor's collected material and (ii) In-Scope PPP from ICI locations in Contractor's collected materials for the purposes of calculating the average In-Scope PPP collected per Multi-Family Household in the applicable year.

If the Bonus Period is a partial calendar year, the Achieved Bonus Amount will be calculated by Recycle BC on a pro-rated basis taking into account such factors as Recycle BC, acting reasonably, may consider relevant.

Calculation of Achieved Bonus Amount						
Average In-Scope PPP collected per Multi-Family Household Per Year	80-89 kg	90-99 kg	100-109 kg	110-119 kg	120-129 kg	> 130 kg
Achieved Bonus Amount	\$ per Multi-Family Household					
	\$0.50	\$1.00	\$1.50	\$2.00	\$2.50	\$3.00

- (e) If Contractor also provides collection services to curbside households pursuant to another Statement of Work under the Agreement ("Curbside Household Collection"), and In-Scope PPP collected from Multi-Family Buildings under this Statement of Work is collected in a vehicle with In-Scope PPP collected in respect of Curbside Household Collection, then, for the purpose of calculating the amounts payable under subsections (a), (b), (c) and (d), the Multi-Family Household Baseline will be adjusted to exclude the number of Multi-Family Households whose In-Scope PPP has been collected in this manner.

3. Adjustment of Multi-Family Household Baseline.

- (a) On an annual basis, on a date to be determined by Recycle BC, and at such other times as the parties may agree, Contractor will, in good faith, report and attest (in a form

acceptable to Recycle BC) as to (i) the then-current number of Multi-Family Households in the Approved Multi-Family Buildings and (ii) the Multi-Family Buildings in the Service Area from which Contractor collects In-Scope PPP.

- (b) Recycle BC may also provide evidence of the then-current number of Multi-Family Households in the Approved Multi-Family Buildings. Based on Contractor's attestation and the evidence provided by Recycle BC, Recycle BC and Contractor will work in good faith to mutually agree on the new Multi-Family Household Baseline. If the agreed upon new values of the foregoing trigger a change in the Fees payable pursuant to this Attachment, the parties will update this Attachment by execution of a change order. Any Dispute in establishing the foregoing will be resolved by the Dispute resolution process under the Agreement.
4. If the average annual amount of In-Scope PPP collected per Multi-Family Household by Contractor, in any 12 month period (based on the Multi-Family Household Baseline), falls below 75 kilograms, then Recycle BC may require Contractor to, within 90 days, prepare and submit to Recycle BC for approval a remediation plan designed to raise its collection yield above 75 kilograms per Multi-Family Household. Following approval of the remediation plan by Recycle BC, Contractor will execute the plan. Contractor will provide monthly reporting to Recycle BC detailing the progress and outcomes of the remediation plan. If material improvement does not occur within 90 days of beginning to execute the plan, then Contractor will work with Recycle BC to establish additional changes and to adopt best practices recommended by Recycle BC in order to increase collection yield, and, at Recycle BC's discretion, may result in an equitable downward change in the Fees to reflect the reduced value of the amount of In-Scope PPP being collected by Contractor.

Schedule 6 -
Draft Contract

AGREEMENT FOR SERVICES

BETWEEN:

THE CITY OF WHITE ROCK

(the "City")

AND

[LEGAL NAME OF CONTRACTOR]

(the "Contractor")

WHEREAS, the City desires that the Contractor make available its services in those areas in which the Contractor has special professional and technical qualifications; and

WHEREAS, Contractor has represented that the Contractor is skilled in providing these services;

NOW, THEREFORE in consideration of the mutual premises and covenants contained herein, the parties agree as follows:

SERVICES

1. The Contractor shall provide Services necessary for the collection, transport and disposal of Garbage and Organics, the collection and transport of recyclables, the collection and transport and disposal of bulky waste collection as per
 - Request for Proposal (RFP) WR 22-009
 - Contractor's Response to the RFP WR22-009
 - Any addenda or subsequent negotiations as documented

and on the terms and conditions set out in this Agreement (the "Services") in an efficient, competent, timely and professional manner to the full satisfaction of the City. (Note that if terms or conditions conflict the order of precedence for these documents is: this Agreement; any addenda or subsequent negotiations post the closing of the RFP, the RFP and the Contractor's response to the RFP)

This Agreement is not exclusive, nor does it warrant or guarantee any future business or any automatic renewal of Term.

2. The Contractor shall designate appropriate qualified and competent persons to perform the Services. In the event that any of the Contractor's designated personnel do not perform the Services to the full satisfaction of the City, the City reserves the right to request the Contractor to make a change in personnel at the Contractor's expense.
3. The City reserves the right to amend or vary these Services upon notice in writing to the Contractor, or, as may be agreed between the City and the Contractor from time to time.

4. The Contractor shall determine the method by which the Services are performed, subject to such reasonable instructions as the City may provide from time to time. Liaison with the City respecting the Services shall be [PROVIDE NAME, TITLE, DEPARTMENT OF THE PERSON RESPONSIBLE FOR White Rock] (the "City Liaison").
5. The City may designate from time-to-time, in writing, one or more of its employees having on the City's behalf, authority to deal with the Contractor in connection with the Services and to make decisions binding on the City falling within the scope of this Agreement (the "Designate(s)").
6. The Contractor shall provide the City Liaison and/or Designate(s), upon request, with reports regarding the work done, and to be done, in connection with the performance of the Services.
7. The Contractor represents to the City that any designated Contractor personnel has the required skills, training and experience to perform the Services.
8. The Contractor agrees to assign a competent, adequate and skilled work force to perform the Services.
9. The Contractor agrees to remove and replace any person whom the City deems to be unfit in any way.
10. The Contractor is free to provide services to other clients during the Term of this Agreement, so long as such activities do not interfere with or conflict with the Contractor's obligations under this Agreement.
11. The Contractor agrees to perform the Services with that standard of care, skill and diligence normally provided by a highly regarded professional in the performance of similar services. It is understood that the Contractor must perform the Services based, in part, on information furnished by the City and the Contractor shall be entitled to rely on such information; however, the Contractor is given notice that the City will be relying on the accuracy, competence and completeness of the Services provided by the Contractor in utilizing the results of the Services.

TERM

12. This Agreement commences on [BEGINNING DATE OF TERM] and ends upon the completion of the Services to the full satisfaction of the City Liaison, which completion should be no later than [ENDING DATE OF TERM] (the "Term"). The Term of this Agreement may be extended either by mutual agreement in writing signed by both parties, or, by the City, with all other terms remaining the same.
13. The City does not warrant or guarantee any future business. There is no automatic renewal of Term for this Agreement.

PAYMENT

14. The City will pay the Contractor for the Services, a rate of [SPECIFY RATE, PER HOUR/MONTH, ETC.] for all the described Services performed and completed to the full satisfaction of the City.
15. The Contractor shall invoice the City on a monthly basis which details the Services performed. Invoices should be submitted in duplicate to the City Liaison and/or Designate(s) for approval.

- a. If the City approves of the Services which are the subject of the invoice, the City shall pay the Contractor the amount of the approved invoice or part thereof thirty (30) days following the date of the City's approval.
 - b. If the City does not approve of the Services or part of them which are the subject of the invoice, the City shall advise the Contractor in writing of the reasons for non-approval and the Contractor shall remedy the problem at no additional cost to the City before the City shall be obliged to pay the invoice or any part of it, as the case may be.
16. With respect to expenses, the Contractor shall not be reimbursed for expenses.
 17. The Contractor is a GST Registrant with the registration number [FILL IN OTHERWISE OR HAVE STATED AS A SMALL SUPPLIER IE. NOT REGISTERED, GST NOT APPLICABLE]. The Contractor's invoices will clearly show the amount of tax as a separate tax.

WARRANTY OF WORK

18. The Contractor warrants that the Services will be free of all defects, deficiencies, and problems arising from provision of Services or will make good any defects, deficiencies and deal with any problems as they arise.
19. The Contractor shall immediately remedy, replace, re-perform or correct the Services at no cost to the City within a time fixed by the City.
20. If the Contractor fails to respond or remedy, replace, re-perform or correct the Services within the time fixed by the City, the City may remedy, replace, re-perform or correct the Services, and, any damage arising from it, by whatever means it chooses and the cost of same shall be paid by the Contractor.
21. [this clause deleted]
22. The Contractor warrants that all software and document files, not provided by the City and used in the performance of the Services, to be Virus free. Virus shall mean a code fragment with the ability to reproduce by modifying other programs, applications or documents to include a copy of itself. Later, it may expose itself by wiping out disk files or by causing other problems on the system. The Contractor also warrants that any file, be it an executable, data file or document produced by electronic means be scanned with adequate virus scanning software prior to its introduction to any City computing system. This software must be kept current, being updated at least once a month or as needed. In the case that a City computing system is infected by a Virus, found to be traced back to the Contractor's activities, the Contractor will be liable for the cost of clearing all City computing systems of the Virus.

SUSPENSION OF WORK

23. The City may at any time in its sole discretion suspend the Services for a specified or unspecified time by written notice to the Contractor.
24. Upon receiving notice of suspension, the Contractor shall immediately suspend all operations except those which in the City's opinion are necessary to preserve, care for and protect the Services.
25. The Contractor shall be entitled to be reimbursed for its reasonable, proper and actual expenses

incurred in protecting, caring for and preserving the Services.

RIGHTS IN INTELLECTUAL PROPERTY

26. Any and all information, reports, documents, data, computer software, or other items of any nature whatsoever, in any form, prepared by the Contractor pursuant to this Agreement whether completed or not, together with all designs or materials capable of intellectual property protection, prepared, developed or created by the Contractor, its employees or agents during the performance of and/or pursuant to this Agreement shall automatically become the property of the City.

CONFIDENTIAL INFORMATION

27. The Contractor agrees that any information, knowledge (including but not necessarily limited to, City business practices, techniques, relationships, agreements, etc.), data, research, documents, photographs, negatives, computer programs (and related object and source codes) and any other information, knowledge, materials or products disclosed to the Contractor by the City or otherwise produced, developed or known by the Contractor in providing the Services (collectively the "Confidential Information") will not be:
- a. published or disclosed to any third party not either during or after the Agreement except as otherwise authorized by the City to:
 - I. those of the Contractor's officers and employees who are directly concerned with the use, development or application of the Confidential Information in the provision of the Services; and
 - II. third parties as to the extent necessary to provide the Services; nor
 - b. used, sold or otherwise disposed of for value by the Contractor other than in the provision of the Services under this Agreement.

This section shall survive the termination of this Agreement.

28. The Contractor shall:

- a. comply with any rules or directions made or given by the City with respect to safeguarding or ensuring the confidentiality of the Confidential Information;
- b. as authorized by the City advise the Contractor's officers, employees and contractors to whom the Contractor may disclose the Confidential Information of the confidentiality and ownership provisions of this Agreement;
- c. do that which is necessary and reasonable to prevent unauthorized disclosures, use, or sale (or other disposition for value) of the Confidential Information.

This section shall survive the termination of this Agreement.

TERMINATION

29. The City reserves the right at its exclusive option to immediately and without further notice, cancel any Agreement, or part thereof, without further liability of any kind:
- a. for failure by the Contractor to complete the Services in a timely fashion;
 - b. for continuing poor workmanship or delivery of Services by the Contractor;

- c. for repeated or persistent faulty work or performance by the Contractor;
- d. for failure by the Contractor to remedy defects or deficiencies after being given notice to do so;
- e. if the Contractor is adjudged bankrupt or makes a general assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or part of its property; and such conditions are not cured within thirty (30) days of notice thereof from the City to the Contractor;
- f. for any breach of condition of the Agreement by the Contractor;
- g. for any Act of God event which lasts longer than thirty (30) days;
- h. for its convenience at any time without cause, penalty or damages.

In addition, the City expressly reserves all legal rights and remedies available under general laws of British Columbia, Canada in the event of termination including the right of set off.

- 30. Upon termination of this Agreement, the Contractor agrees that all equipment, files, information, data and documents pertaining to the City's business including any software developed in part or in whole during the performance of the Services, shall remain the property of the City, and shall promptly be delivered by the Contractor to the City's office, and no photostatic copy, duplication or reproduction of any kind whatsoever shall be made of such files, information, documents or software without the express written consent of the City.

FUNDING

- 31. Notwithstanding any other provisions of this Agreement, if funds anticipated for the continued fulfillment of this Agreement are at any time not forthcoming or insufficient, then the City shall have the unilateral right to terminate this Agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding or program change.

RELATIONSHIP OF THE PARTIES

- 32. The Contractor and the City expressly acknowledge that they are independent contractors and neither an agency, partnership nor employer-employee relationship is intended or created by this Agreement.
- 33. The Contractor shall be solely responsible for all matters relating to statutory deduction of all taxes, employment insurance and Canada Pension and all licenses and permits which may be or become required to perform the Services.
- 34. The Contractor shall be solely responsible for all matters relating to leave, remuneration, Worker' Compensation, insurance premiums and discipline.

DISPUTES

- 35. In the case of any dispute arising between the City and the Contractor, as to their respective rights and obligations under the terms and conditions of this Agreement and subsequent documents, either party shall be entitled to give the other written notice, within ten (10) working days of that party's awareness of such a dispute.
- 36. In the event that a mutually agreeable resolution is not reached in a reasonable period of time, the parties agree to the following procedure:
 - a. Disputes will be referred to the City Liaison [NAME] and the Contractor's [CONTRACTORS REP]

responsible for the relationship with the City who will meet and work to resolve the dispute. If a resolution cannot be reached within ten (10) days, or such time as agreed to by both parties, the dispute will be escalated to the second level.

- b. The City's [EXECUTIVE TITLE] and the Contractor's senior executive for the region will work to resolve the dispute. If a resolution still cannot be reached the dispute will be escalated to the third level.
- c. The matter in dispute may be referred to the British Columbia International Commercial Arbitration Centre ("BCICAC") for commercial mediation, pursuant to its rules. In the event the commercial mediation process is unsuccessful, the BCICAC will appoint an arbitrator. The decision of any arbitrator shall be final and binding upon the parties, including any decision of the arbitrator with respect to the costs of arbitration.
- d. The place of arbitration shall be Vancouver, British Columbia.
- e. Any of the above actions does not preclude the City from entering into litigation against the Contractor or in accessing any other rights under law, including access to court proceedings.

WORKERS' COMPENSATION

- 37. The Contractor warrants and represents that it will comply with the relevant Workers' Compensation Board (WCB) requirements in the provision of the Services.
- 38. The Contractor is responsible for carrying and paying for WCB coverage for itself and all its employees, contractors and others engaged in providing the Services.
- 39. The Contractor agrees that it is the principal contractor for the purposes of the Workers' Compensation Board Industrial Health and Safety Regulations for the Province of British Columbia.
- 40. The Contractor must have a safety program acceptable to the WCB and must ensure that WCB safety rules and regulations are observed during performance of this Agreement.

INSURANCE

- 41. The Contractor warrants and represents that it has the following insurance coverage:
 - a. Commercial General Liability Insurance with a limit of not less than \$5,000,000 inclusive per occurrence for bodily injury, (including death) and damage to property including loss of use thereof. Such insurance shall include coverage for broad form property damage, contractual liability, completed operations and product liability. The City shall be named as an additional insured on the policy, but only with respect to the operations of the Contractor in the performance of this Agreement.
 - b. Automobile Liability Insurance for a limit of not less than \$5,000,000 for all owned, leased or rented licensed vehicles used in the performance of the contract.
 - c. Where applicable, Property Insurance for the value of Contractor's property, shall be maintained and shall include a waiver of subrogation in favour of the City.

- d. Professional Liability in an amount not less than \$2,000,000 insuring the Contractor's liability resulting from errors and omission in the performance of professional services under this Agreement.
- 42. At the request of the City, the Contractor shall provide to the City, a Certificate of Insurance evidencing the required insurances are in force and effect and that all coverages shall provide for 30 days prior written notice to be given to the City in the event of cancellation or material changes. With the prior consent of the City, should any portion of the Services performed be sub-contracted, the Contractor will ensure that each sub-contractor also maintains during the course of this Agreement insurance coverages which are in like form and with limits as those to be carried by the Contractor.

INDEMNITY

- 43. The Contractor agrees to indemnify, defend and save harmless the City including without limitation, its employees, agents, and elected officials from any or all suits, claims, demands, liens, and/or, expenses or fees (including legal fees) arising out of the Services offered under this Agreement.
- 44. The Contractor further agrees to indemnify, defend and save harmless the City including without limitation, its employees, agents, and elected officials from all damages, losses, claims, costs, expenses, actions or proceedings arising out of or caused by the negligent or wrongful acts of the Contractor, its employees, servants, sub-contractors and/or agents.
- 45. The Contractor agrees to indemnify, defend and save harmless the City including without limitation, its employees, agents, and elected officials from and against all suits, claims, losses, damages, expenses and costs of any nature or kind whatsoever, including lawyers' fees, arising from the Contractor or Contractors' employees or agents negligence or breach of copyright, patent, or any other right of any person towards any person(s) or property in connection with the performance of this Agreement.
- 46. The provisions of this indemnity are paramount to any insurance requirements herein and shall survive the term of this Agreement.

CONFLICT OF INTEREST

47. The Contractor declares that the Contractor has no financial interest, directly or indirectly, in the business of any third party that would be or be seen to be a conflict of interest in carrying out the Services.

In the event an interest is acquired or the Contractor should be found to be in a potential conflict of interest during the performance of the Services, the Contractor shall be required to advise and cure the conflict forthwith to the City's satisfaction or shall be disentitled to any compensation under this Agreement.

The Contractor warrants and represents that neither it nor any person related to or affiliated with the Contractor has any relation to or affiliation with any faculty or staff of the City which may in any way be seen (in the City's sole and unfettered discretion) to create a potential conflict between the loyalties owed by such faculty or staff to the City and loyalties owed directly or indirectly to the Contractor, except as disclosed by the Contractor to the City.

FORCE MAJEURE (ACT OF GOD)

48. Neither party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, flood, explosion, war, embargo, governmental action, Act of Public Authority, Act of God, or to any other cause or similar force majeure event beyond its control, except labour disruption.
49. In the event force majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.
50. Should the force majeure event last for longer than 30 days, the City may terminate this Agreement by notice to the Contractor without further liability, expense or cost of any kind.

ASSIGNMENT

51. The Contractor shall not assign (in any manner including by operation of law) or sub-contract any of its obligations under this Agreement without the prior written consent of the City.

GOVERNING LAW

52. This Agreement shall be governed by and construed in accordance with the laws and courts of the Province of British Columbia and shall in all respects be treated as a British Columbia contract.

MEDIA CONTACT

53. The prior written approval of the City is required for any news release, interview, other print/electronic media, or trade contacts that relate to this Agreement. Such written approval is generally not given.

SEVERABILITY

54. All paragraphs and covenants contained in this Agreement are severable, and in the event that any of them shall be held to be invalid, unenforceable or void by a court of a competent jurisdiction, such paragraphs or covenants shall be severed and the remainder of this Agreement shall remain in full force and effect.

WAIVER

55. The City may at any time insist upon strict compliance with this Agreement regardless of past conduct or practice with this or any other Contractor.

NOTICE

56. All notices under this Agreement shall be in writing and shall be deemed received, if properly sent to the addresses [INCLUDE IF FAX IS ALTERNATIVE “or to the fax number of the party provided below (or to such substitute address [or fax number] as may by notice have been substituted):

- a. By mail, on the fifth day following date of mailing; or
- b. By registered mail, on the seventh day following date of mailing; or
- c. [OPTIONAL “By fax, on the business day following date of transmission.”]

To the Contractor: [NAME OF INDIVIDUAL]
[COMPANY LEGAL NAME] [FULL ADDRESS]

Facsimile Number: () []

To the City: [STAFF RESPONSIBLE FOR CONTRACTS]
[TITLE]
City of White Rock
15322 Buena Vista Avenue White Rock, BC, Canada V4B 1Y6

Facsimile Number: (604) XXX-XXXX

COMPLIANCE WITH LAWS

57. In carrying out its obligations hereunder, the Contractor shall familiarize itself and agrees to continuously conform to and to ensure its employees, agents and servants continuously conform to, all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities and conditions, and shall obtain all necessary licences, permits and registrations as may be required by law.

58. The Contractor shall pay and discharge all wages, fees, salaries, charges, costs and expenses due and accruing due to any of its employees, agents, suppliers and subcontractors and shall make and remit to the proper authorities all deductions therefrom required by law.

59. If the City requests, the Contractor shall furnish evidence of such compliance to the City forthwith.

USE OF TRADEMARKS

60. The Contractor acknowledges the proprietary interest of the City in all names, trademarks, crests, or logos owned by the City and shall not use any City name, trademark, crest or logo without the written consent of the City.

INTERPRETATION

61. Headings are included in this Agreement for convenience of reference only and do not form part of this Agreement.

COUNTERPARTS

62. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument; however, this Agreement will be of no force or effect until executed by both parties. [IF APPLICABLE ADD “THIS AGREEMENT MAY BE EXECUTED BY FACSIMILE” or “SCANNED ELECTRONIC COPY]

ENUREMENT

63. The provisions of this Agreement shall enure to the benefit of and be binding upon the Contractor, the Contractor’s heirs, executors, administrators and assigns, and the City, its successors and assigns.

NON-DISCLOSURE

64. This Agreement is considered Confidential Information.

ENTIRE AGREEMENT/MODIFICATION

65. This Agreement [AND IN ADDITION THE RFP, RFP RESPONSE AND ANY ADDENDA or other applicable documents] is [COMPRISES] the whole agreement between the parties and may not be modified, changed, amended or waived except by signed written agreement of the parties.

Indicate your acceptance of this offer by signing and returning three copies of this Agreement. AGREED

AND ACCEPTED on date _____ Day of _____, 202_ (“Reference Date”).

_____	_____
Signature per City of White Rock	Signature per Contractor
_____	_____
Name (print)	Name (print)
_____	_____
Title (print)	Title (print)
_____	_____
Date (print)	Date (print)

NOTE: This Agreement is not valid unless signed by an authorized agent of the Corporation of the City of White Rock.