

ProposalRequest



**PARKS & ENVIRONMENTAL SERVICES DEPARTMENT
ENVIRONMENTAL RESOURCE MANAGEMENT DIVISION**

Request for Proposal

RFP No. ERM2022-006

**Curbside Collection of Packaging and Printed
Products**

July 2022

CAPITAL REGIONAL DISTRICT

Request for Proposal

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PART 1

INSTRUCTIONS TO PROPONENTS

CAPITAL REGIONAL DISTRICT
REQUEST FOR PROPOSAL
CURBSIDE COLLECTION OF PACKAGING AND PRINTED PRODUCTS
RFP NO. ERM2022-006

PART 1 - INSTRUCTIONS TO PROPONENTS

1. General Information

1.1. Definitions

As set out in Part 3 – Statement of Work and Part 5 – Contract Services Agreement, in addition to the following:

“Capital Region” means, but is not limited to, the Geographical Collection Area.

“Closing Time” has the meaning set out in Section 1.4;

“Collection Services” has the meaning set out in Part 3 – Statement of Work, of the RFP;

“CRD” or **“Owner”** means Capital Regional District or Owner;

“Geographical Collection Area” or **“Geographical Area”** or **“Collection Area”** or **“Service Area”** means the Saanich Peninsula, the Core Area, the West Shore, the District of Oak Bay and the First Nations lands within these areas, and as listed in Attachment 2.6, and illustrated in Attachment 3.3 of Part 3 – Statement of Work for Collection Services.

“Information Meeting” has the meaning set out in Section 1.8;

“Packaging and Printed Products” and **“PPP”** has meaning as set out in in Attachment 3.2 of Part 3 – Statement of Work for Collection Services.

“Preferred Proponent” means the Proponent selected by the CRD to enter into negotiations for a Contract;

“Proponent” means an entity that submits a Proposal;

“Proposal” means a proposal submitted in response to this RFP as set out in Section 1.6;

“Recycle BC” means the stewardship agency that is responsible for the management of residential packaging and printed products in BC.

“RFP” means this Request for Proposals, which includes: Part 1 – Instructions to Proponents; Part 2 – Form of Proposal; Part 3 – Statement of Work for Collection Services; Part 4 – Payment for Collection Services; and Part 5 – Contract Services Agreement.

“Services” means those services set out in Paragraph 1.3 and Part 3 – Statement of Work for Collection Services of this RFP.

1.2. Background

The CRD has provided residential blue box curbside recycling collection services to the residents of the capital region since 1989, and currently contracts with Recycle BC to provide residential curbside Packaging and Printed Products (PPP) collection services on its behalf. The collection work is contracted to private firms and Halton Recycling Limited dba Emterra Environmental is the current collection service provider and its contract expires on December 31, 2023.

The purpose of this RFP is to solicit proposals from interested firms for the provision of residential PPP curbside collection services in the capital region following the expiration of the

CRD's current contract with Emterra Environmental, for a term of six (6) years beginning January 1, 2024 and ending midnight on December 31, 2029.

1.3. Request for Proposals

The CRD requests detailed proposals from interested parties (the "Proponents") in accordance with these Proposal Documents (CRD, RFP No. ERM2022-006), as set out in Section 1.6.

The proposals will be evaluated for the selection of a Contractor with the intent of entering into a Contract Service Agreement (the "Contract") with one Proponent to provide residential curbside PPP collection services, and ancillary services, described in the RFP. These services include but are not limited to:

- Collection of PPP at curbside from residential customers including converted single-family dwellings (buildings) with secondary suites and buildings with up to four suites;
- Delivery of collected PPP to a Designated Post Collection Service Provider (processor);
- Accurate recording and reporting of collection system metrics;
- Provision of customer service; and
- Support for resident education services.

The Geographical Collection Area for which the services are to be provided and estimated curbside households to receive collection services, is listed in Attachment 2.6, Schedule 2.6.1 of Part 2 – Form of Proposal.

A Contract will not necessarily result from this Request for Proposal ("RFP").

1.4. Closing Time and Date for Submission of Proposals

The CRD will accept three (3) copies of each proposal, in accordance with the instructions contained herein, at the following specific physical location:

Attention: Russ Smith
Senior Manager, Environmental Resource Management
Parks & Environmental Services Department

Address: Capital Regional District
625 Fisgard Street
Victoria, BC, V8W 2S6
Fax: 250-360-3270

On or before the following date and time (the “Closing Time”):

Time: 10:00 a.m. [PST]
Date: 9 September 2022

CRD reserves the right to extend the Closing Time at its sole discretion.

Proposals must not be sent by fax or electronically.

There will be no public opening of the Proposal. Only the names of Proponents that submitted a Proposal will be disclosed.

1.5. Not a Tender

This is a Request for Proposal and not a Tender call.

1.6. Proposal Documents

Each Proponent will ensure it provides its correct name, address, email address, telephone number and facsimile number to the CRD at the time Proponent receives a set of Proposal Documents.

Failure to return the attached Receipt Confirmation Form (Attachment 1.1 attached hereto) to the CRD Representative within five (5) days of receiving the Proposal Documents may result in no further communication regarding this RFP.

Please use and reference RFP No. ERM2022-006 on all correspondence.

Proponents are advised to read and respond appropriately to all sections of the RFP.

Incomplete proposals may be rejected at the sole discretion of the CRD.

1.7. Inquiries

All inquiries related to this RFP, including whether or not the Contract has been awarded, should be directed in writing to the person named below (the “CRD Representative”). Information obtained from any person or source other than the CRD Representative may not be relied upon.

Name: Tom Watkins
Address: 625 Fisgard Street
Telephone: 250.360.3197
Fax: 250.360.3047
Email: twatkins@crd.bc.ca

Inquiries should be made no less than five (5) days prior to Closing Time. The CRD reserves the right not to respond to inquiries made less than five (5) days prior to Closing Time. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the CRD.

Proponents finding discrepancies or omissions in the Contract or RFP documents, or having doubts as to the meaning or intent of any provision, should immediately notify the CRD Representative. If the CRD determines that an amendment is required to this RFP, the CRD Representative will issue a written addendum to Proponents. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

1.8. Information Meeting

An information meeting will be hosted by the CRD Representative to discuss the CRD's requirements under this RFP as follows:

Date: Tuesday, 9 August 2022

Time: 11 am (PST)

Location: Microsoft Teams

1.9. Addenda

If the CRD determines that an amendment is required to this RFP, the CRD will issue a written addendum to all Proponents of record that will be incorporated into and become a part of this RFP. Failure to acknowledge, address and include all addenda in a Proposal may render the Proposal invalid.

1.10. Late Proposals

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time. Proposals received after the Closing Time will be returned unopened to Proponent.

1.11. Amendments to Proposals

Proposals may be revised by written amendment, provided they are delivered to the location set out in Section 1.4 prior to Closing Time. An amendment must be signed by an authorized signatory of Proponent in the same manner as provided by Section 2.3, and be included with Proponent's Proposal Submission. Fax amendments are permitted, provided they are received by the CRD's fax machine prior to the Closing Time, but such fax amendments may show only the change to the proposal price(s) and in no event disclose the actual proposal price(s). A Proponent bears all risk that the CRD's fax equipment functions properly so as to facilitate timely delivery of any fax amendment. All faxed amendments should be sent to the CRD fax number listed in Section 1.4.

1.12. CRD's Right to Modify Terms and Negotiate

The CRD, at its sole discretion, reserves the right to modify the terms of the RFP at any time before the Closing Time. The CRD also reserves the right following the Closing Time, and in accordance with the terms of this RFP, to negotiate with one or more Preferred Proponents any modification or variation of the terms of the RFP, including any of the documents referred to in the definition of "Contract" herein or any modification or variation of the terms of any Proposal, including price, that the CRD considers to be in its best interests. For certainty, and without limiting the foregoing, the CRD may, for the purpose of entering into a Contract with any Proponent, amend the description of the required work included in this RFP so that it accurately reflects the services to be provided by Proponent.

1.13. Examination of RFP Documents and Collection Areas

Each Proponent will be deemed to have carefully examined and understood the requirements and limitations of the RFP, including Parts 1, 2, 3, 4 and 5 (as applicable) prior to preparing and submitting a Proposal, with respect to any and all facts which may influence the decision to prepare and submit a Proposal.

1.14. Confirmation of Receipt Form

Included herein as Attachment 1.1.

2. Proposal Submission Form and Contents**2.1. Package**

Each Proposal must be submitted using a two-envelope process. One envelope must contain Proponent's Form of Proposal and Attachments 2.1 to 2.5 and be clearly marked "Technical Proposal." The other envelope must contain Attachment 2.6, Proponent's Schedule of Prices, and be clearly marked "Financial Proposal." Proposals must be in a sealed package and marked on the outside with Proponent's name, title of the Project and RFP number.

2.2. Form of Proposal

Proponents must submit their Proposal in accordance with the instructions set out in Part 2 - Form of Proposal, including Attachments 2.1 to 2.6.

2.2.1 Proposal Validation

Proponents are asked to specify in Attachment 2.1 of Part 2 – Form of Proposal with this RFP the period of time that their Proposal will be valid for.

2.2.2 Insurance

Proponents are asked to name on Attachment 2.2 of Part 2 – Form of Proposal, the Guarantor(s) the Proponent proposes to use to address the requirement of Section 12.1 of Part 5 – Contract Services Agreement.

2.2.3 Performance Security

Proponents are asked to list on Attachment 2.3 of Part 2 – Form of Proposal, the Guarantor(s) the Proponent proposes to use to address the requirement of Section 12.2 of Part 5 – Contract Services Agreement.

2.3. Signature

The Proposal should be signed by a person authorized to sign on behalf of Proponent and include the following:

- (a) If Proponent is a corporation, then the full legal name of the corporation should be included, together with the names of the authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted.
- (b) If Proponent is a partnership or joint venture, then the legal 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 (or, if one or more person(s) having signing authority for the partnership or joint venture should provide evidence to the satisfaction of the CRD that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation, then such corporation should sign as indicated in subsection (a) above.
- (c) If Proponent is an individual, including sole proprietorship, the name of the individual should be included.

3. Evaluation and Selection

3.1. Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the CRD by the Evaluation Team. The Evaluation Team may consult with others, including CRD staff members, third party consultants and references, as the Evaluation Team may, in its sole discretion, decide is required.

3.2. Evaluation Criteria

Proponent is required to submit details of its previous experience with the type of work proposed, and demonstrate its proven ability to carry out the Collection Services as specified in the RFP. No award will be made to any Proponent that cannot give satisfactory assurance as to its ability to carry out Collection Services, by reason of its financial resources and credit worthiness, and by reason of its previous experience as a Proponent on work of a similar nature to that contemplated in the Contract Services Agreement.

The evaluation process will consist of two parts: a Technical Evaluation and a Financial Evaluation. Proponents will submit two envelopes: the first envelope containing the technical criteria and the second envelope containing the financial criteria. Only Proposals that first pass the technical evaluation as outlined in Section 3.3(a) will be eligible to continue to the financial evaluation level.

The lowest cost Proposal will not necessarily be accepted. The CRD reserves the right in its absolute discretion to accept the Proposal that it deems most advantageous and favourable in the interests of the CRD. The CRD may, in its sole discretion, waive informalities in or reject any or all Proposals.

Proposals that contain qualifying conditions or otherwise fail to conform (non-conforming) to these Instructions to Proponents may be disqualified or rejected. The CRD however may, at its sole discretion, reject or retain for consideration Proposals which are non-conforming because they do not contain the content or form required by these Instructions to Proponents or because they have not complied with the process for submission set out herein.

Evaluation Criteria

(a) Technical Criteria – The technical evaluation process will consider Proponent's experience, reputation, resources and method as applicable to the performance of the Collection Services. Proponents shall include:

- a brief description of Proponent's current business;
- the average number of persons Proponent expects to employ and maintain on the Work;
- the name of the superintendent/manager that Proponent proposes to place on the project **and** his/her previous experience on this type of operation;
- identification of key personnel who will be responsible for the Collection Services, together with a description of the responsibilities and current workload such personnel will have in the performance of the Collection Services and a description of the relevant experience of such personnel indicating whether the personnel are to be employed full-time or part-time;
- identification of subcontractors, if any, that Proponent intends to use for the performance of the Collection Services, a description of the portion of the Collection Services proposed to be subcontracted, and a description of the relevant experience of the subcontractor (any changes or additions to this list and the portion of the Work

to be subcontracted must be submitted to the Manager for approval before subcontracting the Collection Services);

- a summary of similar relevant contracts entered into by Proponent in which Proponent performed services comparable to the Collection Services, including contract value, duration and date of performance;
 - references for the contracts/projects identified above, including the owner's name, address and a contact person;
 - a brief narrative that illustrates Proponent's understanding of CRD's requirements for the performance of the Collection Services;
 - a description of the general approach and methodology that Proponent would utilize in performing and managing the Collection Services;
 - any suggested amendments to the Collection Services as described in Part 3 – Statement of Work (such as changes in the scope of Collection Services, or changes in allocated risks and responsibilities) that Proponent suggests would be of benefit to the CRD in terms of value for money, cost savings, environmental benefits or other benefits;
 - a description of the approach and steps that Proponent would take to continue and/or transition the current Collection Services so as to minimize any disruption in and complaints regarding the Collection Services;
 - a descriptive list of Proponent's vehicles to be made available for the performance of the Collection Services, including ages (if not new), fuel types, fuel efficiency ratings, ergonomics and maintenance schedule (please note, it is a requirement of the Contract Services Agreement that vehicles be 2018 models or newer);
 - an outline of the proposed scheduling and routing that Proponent would use to carry out the Collection Services;
 - a brief outline of how Proponent would propose to purchase, assemble and distribute Totes to residences within the Collection Areas, both at the commencement of the Work, and for new customers if and when they were to become part of the Collection Services program;
 - a brief outline of how Proponent would propose to distribute replacement Blue Boxes and Reusable Bags, and for new customers if and when they require replacing;
 - a breakdown of Proponent's energy consumption tracking as per the suggested service options which would be used to estimate carbon emissions resulting from this Contract Services Agreement;
 - a description of any current or future planned measures that Proponent will endeavour to implement during the course of the contract to reduce fuel consumption, energy use and associated Greenhouse Gas emissions; and
 - a description of any other current or future planned positive environmental and social measures that Proponent will endeavour to implement during the course of the contract, which could include information on environmental initiatives, procurement policies, employee attraction/retention practices, community involvement and safety practices.
- (b) Financial Criteria – The financial evaluation criteria will be analysed for the best overall value to the CRD. Please provide:
- completed Schedule of Prices Option Sheets, including unit prices for any suggested amendments/alternatives to the scope of the Collection Services.

3.3. Evaluation Process

The evaluation process will consist of two parts; a technical evaluation and a financial proposal. Proponents will submit two clearly marked envelopes: Envelope No. 1 containing the Technical Proposal as outlined in Part 2 – Form of Proposal, Attachments 2.1, 2.2, 2.3, 2.4, and 2.5 and Envelope No. 2 containing the Financial Criteria as outlined in Part 2 – Form of Proposal, Attachment 2.6. Only Proposals that pass the technical evaluation will be eligible to continue through to the financial evaluation level. There will be no public opening.

(a) Technical Evaluation (Pass/Fail)

- Proponents' envelopes marked 'Technical Proposal' will be opened first, before any Financial Proposals are opened, and evaluated out of a total technical score of 600 points against the evaluation grid outlined in Table 1 which follows.
- Each Technical Proposal will be evaluated on the basis of the firm's experience, competence of its personnel and acceptability of the method proposed.
- A firm's Technical Proposal shall be qualified only if it complies with all requirements contained in the RFP.
- Only Proposals with technical scores within 25% of the maximum total technical score of 600 will pass and will have Financial Proposal opened and evaluated. All other Financial Proposals will be returned unopened. The only exception is when the Proposal of the second highest scoring firm is more than 25% below the total technical score and still technically qualified. In such a case, the second ranked firm would have its Financial Proposal opened.

Table 1: Technical Evaluation Form

Evaluation Criteria	Points
The Firm	
• General experience	100
• Experience with similar projects	100
Total Firm	200
The Personnel	
Program Manager	
• Experience in similar projects	30
• Expertise in specified areas	20
• Qualifications of Program Manager	15
• Local knowledge	10
Program Team, including Subcontractors	
• Expertise in similar projects	30
• Expertise in specified areas	20
• Qualifications of team members	15
• Local knowledge	10
Total Personnel	150
The Method	
• General approach	20
• Proposed team organization	10
• Roles/responsibilities definition	10
• Proposed list of activities	50
• Work Plan – Methodology	60
• Environmental and Social Measures	60
• Quality of presentation	15
• Proposed level of effort	25
Total Method	250
Total Technical Score	600
Minimum Score Required to Pass	450

(b) Financial Evaluation

- Envelopes marked 'Financial Proposal' from Proponents who have passed the technical evaluation process will be opened next.
- The financial evaluation will be applied on a comparative basis, by comparing one Proponent's Financial Proposal to another Proponent's Financial Proposal under this RFP.

The evaluation process will be conducted solely at the discretion of the CRD, and the CRD may decide to utilize criteria in the review of Proposals other than those set forth above and, in particular, the price to carry out the Collection Services is not the only or primary criterion which will be utilized by the CRD. The CRD reserves the right to make inquiries regarding any or all Proponents.

The CRD reserves the right, at its discretion, to negotiate with any Proponent that the CRD believes has the most advantageous Proposal, or with any other Proponent or Proponents concurrently. In no event will the CRD be required to offer any modified terms to any other Proponent prior to entering into a contract with the successful Proponent or Proponents, and the CRD shall incur no liability to any other Proponent as a result of such negotiations or modifications.

In all cases, the CRD reserves the right to cancel the RFP and call for new Proposals.

3.4. Litigation/Default

In addition to any other provision of this RFP, the CRD may, in its absolute discretion, reject a Proposal if Proponent, or any officer or director of Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the CRD, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the CRD will consider whether the litigation is likely to affect Proponent's ability to work with the CRD, its contractors and representatives and whether the CRD's experience with Proponent indicates that there is a risk the CRD will incur increased staff and legal costs in the administration of the Contract if it is awarded to Proponent.

The CRD reserves the right to reject any Proposal of a Proponent that owes, or whose principals owe, monies to the CRD at the time of submitting its Proposal.

3.5. Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from any Proponent with respect to any Proposal. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

3.6. Interviews

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

3.7. Multiple Preferred Proposals

The CRD reserves the right and discretion to select one or more Preferred Proponents to enter into discussions and/or negotiations with the CRD for a Contract to perform the Collection Services.

3.8. Negotiation of Contract and Award

If the CRD selects one or more Preferred Proponents, then it may enter into a Contract with a Preferred Proponent, or enter into discussions with the Preferred Proponent(s) to attempt to negotiate the terms of a Contract, and such discussions may include but are not limited to negotiating amendments to the scope of Collection Services and the Preferred Proponent's price(s).

If at any time the CRD reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, the CRD may give the Preferred Proponent(s) written notice to terminate discussions, in which event the CRD may then either open discussions and/or negotiations with another Proponent or Proponents, or terminate the RFP and retain or obtain the Services in some other manner.

Proponents will be notified in writing when a Contract has been awarded.

4. General Conditions

4.1. No CRD Obligation

This RFP does not commit the CRD in any way to select a Preferred Proponent, or to proceed to discussions or negotiations for a Contract, or to award any Contract, and the CRD reserves the complete right to at any time reject all Proposals, and to terminate this RFP process for any reason.

4.2. Proponent's Expenses

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

4.3. No Contract

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no Contract of any kind is formed under, or arises from, this RFP prior to the signing of a formal written Contract.

4.4. Conflict of Interest

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the CRD, its elected or appointed officials or employees. The CRD may rely upon such disclosure.

4.5. Solicitation of CRD Staff, Board Members, Contractors

Proponents and their agents shall not contact any member of the CRD Board, CRD staff or CRD contractors with respect to this RFP, other than the CRD Representative named in Section 1.7, at any time prior to entering into a Contract or the cancellation of this RFP.

4.6. Disclaimers/Limitations of Liability

Neither acceptance of a Proposal nor execution of a Contract constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or licence pursuant to any federal, provincial, regional or municipal statute, regulation or bylaw. It is the responsibility of Proponent to obtain such approval, permit or licence prior to commencement of the work under the anticipated Contract.

The CRD, its elected officials, appointed officers, employees, agents, contractors and volunteers expressly disclaim any and all liability for representations or warranties expressed, implied or contained in, or for omissions from this RFP package or any written or oral information transmitted or made available at any time to a Proponent by or on behalf of the CRD. Nothing in this RFP is intended to relieve a Proponent from forming its own opinions and conclusions in respect of this RFP.

The CRD, its elected officials, appointed officers, employees, agents, contractors and volunteers will not be liable to any Proponent for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. By submitting a Proposal, each Proponent shall be deemed to have agreed that it has no right to make such claims.

4.7. Confidentiality

The RFP documents, or any portion thereof, and any other confidential information to which a Proponent may have access as a result of this RFP process, may not be used by a Proponent for any purpose other than submission of Proposals.

By submitting a Proposal, every Proponent agrees not to divulge, release or otherwise use any information that has been given to it or acquired by it from the CRD on a confidential basis as a result of or during the course of the RFP process.

4.8. Ownership of Proposals and Freedom of Information

Each Proposal submitted, as well as any other documents received from a Proponent, become the property of the CRD, and as such are subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA"). FOIPPA grants a general right of access to such records, but also includes grounds for refusing the disclosure of certain information.

Proponents are asked to specifically identify information contained in their Proposal that is submitted on a confidential basis. Subject to any requirement for access under FOIPPA, the CRD will hold in confidence any such information received from a Proponent. However, the CRD specifically reserves the right to distribute information about any Proposal internally to its own directors, officers and employees, to its consultants and contractors where the distribution of that information is considered by the CRD to be necessary to its internal consultation process.

4.9. Time

The timing for the submission and receipt of Proposals and any addenda (amendments) thereto shall be determined by reference to the CRD local area network time.

4.10. Acceptance of Terms

The submission of a Proposal constitutes the agreement of Proponent that all the terms and conditions of this RFP are accepted by Proponent and incorporated in its Proposal.

ATTACHMENT 1.1 – RECEIPT CONFIRMATION FORM

CAPITAL REGIONAL DISTRICT

REQUEST FOR PROPOSAL

Curbside Collection of Packaging and Printed Products

RFP No. ERM2022-006

Please complete this form and return it within five (5) working days from receipt to:

Allison Chambers
Parks & Environmental Services
Capital Regional District
625 Fisgard Street, Victoria, BC V8W 2S6

Tel: (250) 360.3084 Fax: (250) 360.3047
Email: achambers@crd.bc.ca

Failure to return this form may result in no further communication regarding this RFP.

COMPANY: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE: _____ **FAX:** _____ **EMAIL:** _____

I have received a copy of the above-noted Request for Proposal, and (check one item):

- ☐ we will be submitting a proposal
☐ we will NOT be submitting a proposal

SIGNATURE: _____

TITLE: _____

DATE: _____

PART 2
FORM OF PROPOSAL

CAPITAL REGIONAL DISTRICT
REQUEST FOR PROPOSALS
CURBSIDE COLLECTION OF PACKAGING AND PRINTED PRODUCTS

RFP No. ERM2022-006

PART 2 – FORM OF PROPOSAL

PROPOSAL FORM

ATTACHMENT 2.1 – Proposal Validation

ATTACHMENT 2.2 –Liability Insurance Guarantor

ATTACHMENT 2.3 –Performance Security Guarantor

ATTACHMENT 2.4 – Proponent's Resources and Experience

- 2.4.1 Description of Current Business and Understanding of CRD Requirements
- 2.4.2 Description of General Approach and Methodology
- 2.4.3 Organizational Chart
- 2.4.4 List of Supervisory Personnel
- 2.4.5 List of Previous Work of Similar Nature
- 2.4.6 List of Equipment
- 2.4.7 Schedule of Force Account Rates
- 2.4.8 Capital Assets Purchased by Proponent
- 2.4.9 List of Proposed Equipment Suppliers
- 2.4.10 List of Proposed Subcontractors
- 2.4.11 Estimated Annual Energy Consumption Data (2022)
- 2.4.12 List of Positive Environmental and Social Measures

ATTACHMENT 2.5 – Declarations

- 2.5.1 Declaration of Environmental Practices
- 2.5.2 Declaration of Social Practices

ATTACHMENT 2.6 – Schedule of Prices

- 2.6.1 Household Numbers
- 2.6.2 Collection Options
- Schedule 2.6.1 Collection and Delivery to the Designated Facility
- Schedule 2.6.2 Proponent's Alternative Proposal

**COMPLETE AND RETURN THIS ENTIRE PART 2 – FORM OF PROPOSAL
AS PART OF THE PROPOSAL PACKAGE FOR SUBMISSION**

In Envelope #1 – Technical Proposal includes: Proposal Form and Attachments 2.1, 2.2, 2.3, 2.4, 2.5

In Envelope #2 – Financial Proposal includes: Attachment 2.6, Schedules 2.6.1 and 2.6.2

PROPOSAL FORM

PROJECT TITLE: Curbside Collection of Packaging and Printed Products

REFERENCE NO: RFP No. ERM2022-006

LEGAL NAME OF PROPONENT: _____

BUSINESS ADDRESS: _____

TELEPHONE: _____

FAX: _____

EMAIL ADDRESS: _____

**TO: Capital Regional District
625 Fisgard Street, Victoria BC, V8W 2S6**

1.0 I/We, the undersigned duly authorized representative(s) of Proponent, having received and carefully reviewed the RFP and any addenda transmitted by email, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Collection Services, submit this Proposal in response to the RFP for the Collection Options indicated by a marking YES in the appropriate box below:

COLLECTION OPTIONS	CONFIGURATION		MARK “YES” BELOW IF SUBMITTING PROPOSAL
Three (3) Stream Collection Options	1	Collection of commingled containers in blue boxes Collection of fibres in reusable blue bags Collection of glass in separate container ¹	
	2	Collection of commingled containers in blue boxes Collection of fibres in blue boxes Collection of glass in separate container ¹	
	3	Collection of commingled containers in blue boxes Collection of fibres in wheeled totes Collection of glass in separate container ¹	
	4	Collection of commingled containers in wheeled totes ² Collection of fibres in wheeled totes ² Collection of glass in separate container ¹	
Two (2) Stream Collection Options	1	Combined collection of commingled containers and fibres wheeled totes Collection of glass in separate container ¹	

¹ Provided glass is placed out separately from the other recyclable materials residents may place it out in any equivalent acceptable container as per Part 3 of the RFP.

Notes:

In all options, the District of Oak Bay shall be provided collection using its existing service system of blue boxes, blue bags, glass containers and customer provided 140L wheeled totes. Collection shall be conducted on the same day on which residential refuse is provided by the municipality using an “add a day” collection schedule as specified in Part 3 – Statement of Work for Collection Services.

2.0 I/We confirm that I/we agree to all terms of the RFP.

3.0 I/We confirm that the following information is included with and forms a part of this Proposal:

- Proposal Security
- Undertaking of Performance Guarantee
- Undertaking of Liability Insurance
- Description of Current Business and Understanding of CRD Requirements
- Description of General Approach and Methodology
- Organizational Chart
- List of Supervisory Personnel
- List of Previous Contracts of Similar Nature
- List of Equipment
- List of Force Account Rates
- List of Capital Assets to be Purchased by Proponents
- List of Proposed Equipment Suppliers
- List of Proposed Subcontractors
- Energy Consumption Data
- List of Positive Environmental and Social Impacts
- Declaration of Environmental Practices
- Declaration of Social Practices
- Schedule of Prices

4.0 I/We confirm that this Proposal is accurate and true to best of my/our knowledge.

This Proposal is submitted this _____ day of _____, 2022.

I/We have the authority to bind Proponent to statements made in this RFP.

(Name of Proponent)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

ATTACHMENT 2.1 – PROPOSAL VALIDATION

The Proponent's Proposal is valid:

1. for _____ days from submission date; or
2. until _____.
day / month / year

Additional Information

ATTACHMENT 2.2 – LIABILITY INSURANCE GUARANTOR**LIST OF PROPOSED INSURANCE GUARANTORS**

Proponent shall provide the name and address of the insurance guarantor(s) that Proponent intends to use to address the requirements of Section 12.1 of Part 5 – Contract Services Agreement.

Any changes or additions to this list must be submitted in writing to the Manager for approval.

NAME	ADDRESS

ATTACHMENT 2.3 – PERFORMANCE SECURITY GUARANTOR**LIST OF PROPOSED FINANCIAL GUARANTORS**

Proponent shall provide the name and address of the financial guarantor(s) that Proponent intends to use to address the requirements of Section 12.2 of Part 5 – Contract Services Agreement.

Any changes or additions to this list must be submitted in writing to the Manager for approval.

NAME	ADDRESS

ATTACHMENT 2.4 – PROPONENT’S RESOURCES AND EXPERIENCE

2.4.1 DESCRIPTION OF CURRENT BUSINESS AND UNDERSTANDING OF CRD REQUIREMENTS

- Current Business
- Understanding of CRD Requirements

(If additional space is required use reverse side of this page and/or use and insert additional pages.)

ATTACHMENT 2.4 – PROPONENT’S RESOURCES AND EXPERIENCE**2.4.2 DESCRIPTION OF GENERAL APPROACH AND METHODOLOGY**

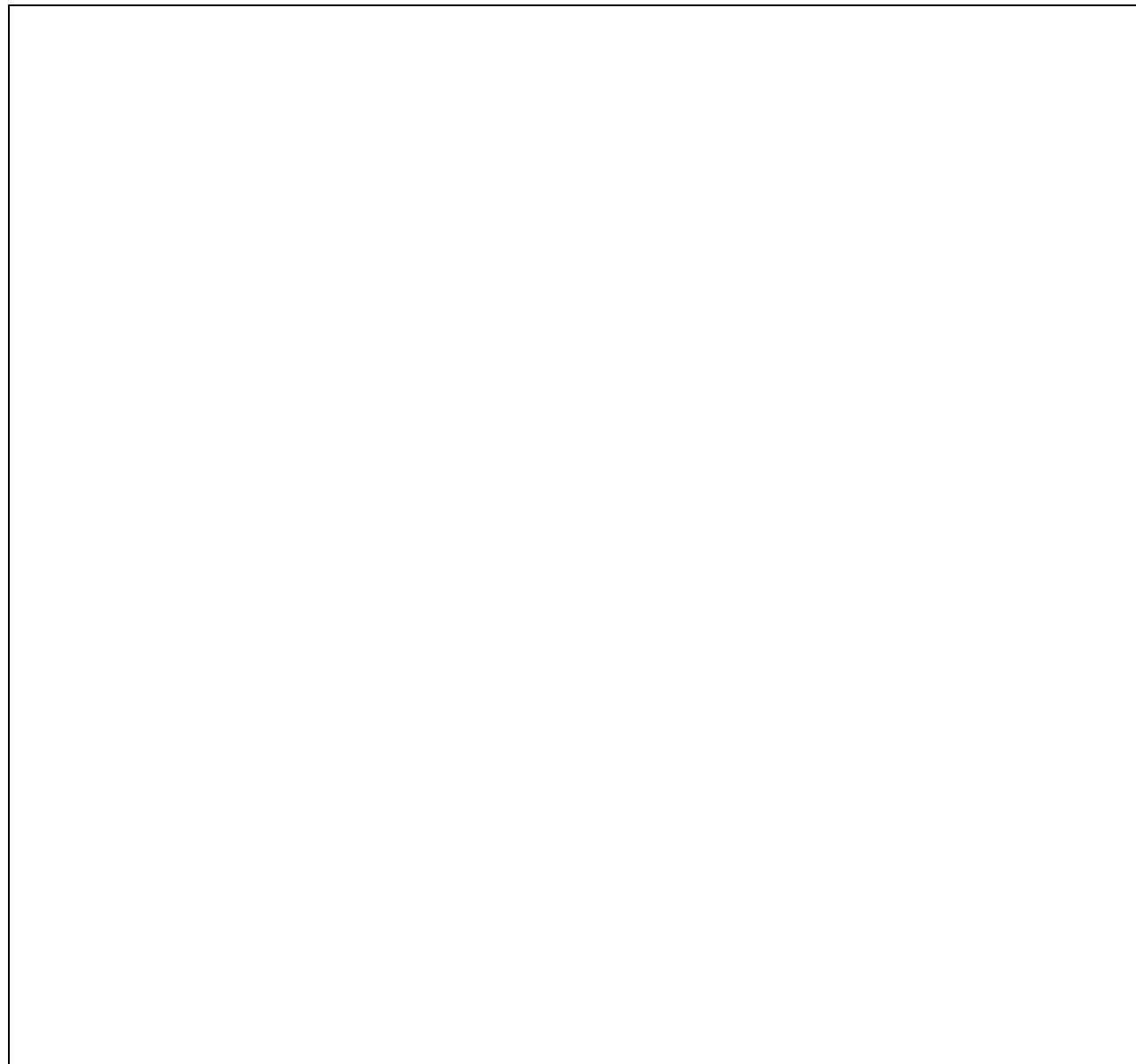
- General Proposed Approach and Methodology
- Outline of Proposed Scheduling and Routing
- Proposed Purchase, Assembly, Distribution and Replacement of Totes, if applicable
- Proposed Replacement of Blue Boxes and Blue Bags

(If additional space is required use reverse side of this page and/or use and insert additional pages.)

ATTACHMENT 2.4 – PROPONENT’S RESOURCES AND EXPERIENCE**2.4.3 ORGANIZATIONAL CHART**

The proposed organizational chart for the Collection Services is as follows, including:

- The average number of persons, including supervisors, a Safety Officer, person(s) to handle pick-up and enquiries line, drivers, etc., Proponent proposes to employ and maintain on the work.
- The manager that Proponent proposes to place on the project, together with previous experience on this type of work.

A large empty rectangular box with a thin black border, intended for the organizational chart. It occupies the majority of the page below the list of requirements.

(If additional space is required use reverse side of this page and/or use and insert additional pages.)

ATTACHMENT 2.4 – PROPONENT’S RESOURCES AND EXPERIENCE**2.4.4 LIST OF SUPERVISORY PERSONNEL**

Proponent proposes to carry out the Work covered by this RFP under the direction of the following supervisory personnel employed by Proponent. Proponent should indicate whether the supervisory personnel listed are to be employed full-time or part-time, and specify what recent experience they have had supervising work of a nature similar to this proposed work.

NAME, TELEPHONE NUMBER AND EMAIL	POSITION TO HOLD ON THIS CONTRACT

(If additional space is required use reverse side of this page and/or use and insert additional pages.)

ATTACHMENT 2.4 – PROPONENT’S RESOURCES AND EXPERIENCE**2.4.5 LIST OF PREVIOUS WORK OF SIMILAR NATURE**

Proponent shall fill in details below of the most recent contracts it has undertaken with work of a nature similar to this proposed Work.

It is the intention of CRD to use the information given below to assess the experience and reputation of Proponent in the appropriate fields of work. CRD may contact the references given below before negotiating the Contract.

LOCATION:

CLIENT:

CONTACT:

TELEPHONE NUMBER:

FAX NUMBER:

CONTRACT VALUE:

EMAIL ADDRESS:

DESCRIPTION OF WORK:

LOCATION:

CLIENT:

CONTACT:

TELEPHONE NUMBER:

FAX NUMBER:

CONTRACT VALUE:

EMAIL ADDRESS:

DESCRIPTION OF WORK:

LOCATION:

CLIENT:

CONTACT:

TELEPHONE NUMBER:

FAX NUMBER:

CONTRACT VALUE:

EMAIL ADDRESS:

DESCRIPTION OF WORK:

ATTACHMENT 2.4 – PROPONENT’S RESOURCES AND EXPERIENCE**2.4.6 LIST OF EQUIPMENT**

Proponent proposes to use the equipment listed below in carrying out the Work covered by this proposed Contract (list only the major pieces of equipment to be used):

NUMBERS OF UNITS	BRIEF DESCRIPTION OF EQUIPMENT (STATE ITS USE, MAKE, AGE OR MODEL/YEAR AND GENERAL CONDITION)	CHECK WHETHER	
		OWNED BY PROPONENT	RENTED OR LEASED

(If additional space is required use reverse side of this page and/or use and insert additional pages.)

ATTACHMENT 2.4 – PROPONENT’S RESOURCES AND EXPERIENCE**2.4.7 SCHEDULE OF FORCE ACCOUNT RATES ⁽¹⁾**

The following personnel and equipment rates will form the basis of payment for force account work carried out in accordance with the requirements of the Collection Services.

PERSONNEL

<u>List by Occupation</u>	<u>Hourly Rate</u>	<u>Overtime Hourly Rate</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EQUIPMENT - OWNED

(All found)

<u>Description</u>	<u>Hourly Rate</u>	<u>Serial Number</u>	<u>Model and Size</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

EQUIPMENT - LEASED

<u>Description</u>	<u>Hourly Rate</u>	<u>Serial Number</u>	<u>Model and Size</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(1) The rates for Force Account are exclusive of BC GST; and the rates will be adjusted as set out in Part 4 – Payment for Collection Services.

ATTACHMENT 2.4 – PROPONENT’S RESOURCES AND EXPERIENCE**2.4.8 CAPITAL ASSETS TO BE PURCHASED BY PROPONENT**

(Especially to fulfill its Obligations for the Collection Services)

	CAPITAL ASSETS	DATE OF EXPECTED PURCHASE	DATE OF MANUFACTURE	SERIAL NO. TO BE SUPPLIED AFTER AWARD	COST (INCLUSIVE OF ALL TAXES & FEES)	% OF USE UNDER THIS AGREEMENT
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

(If additional space is required use reverse side of this page and/or use and insert additional pages.)

ATTACHMENT 2.4 – PROPONENT’S RESOURCES AND EXPERIENCE**2.4.9 LIST OF PROPOSED EQUIPMENT SUPPLIERS**

(not owned by Proponent)

ITEM NO.	COMPANY NAME	DESCRIPTION OF EQUIPMENT

ATTACHMENT 2.4 – PROPONENT’S RESOURCES AND EXPERIENCE**2.4.10 LIST OF PROPOSED SUBCONTRACTORS**

Proponent shall provide the name and address of the subcontractor(s) that Proponent intends to employ on each item of Work specified below.

Any changes or additions to this list must be submitted in writing to the Manager for approval before subcontracting the Work.

ITEM OF WORK TO BE SUBCONTRACTED	NAME, ADDRESS AND TELEPHONE NUMBER OF PROPOSED SUBCONTRACTOR

ATTACHMENT 2.4 – PROPONENT’S RESOURCES AND EXPERIENCE**2.4.11 ESTIMATED ANNUAL ENERGY CONSUMPTION DATA (2022)**

Please provide estimated annual energy consumption data for each Collection Option submitted, including any alternative collection option(s), using the Table below. For more than one Collection Option, please photocopy this form, as required.

Collection Option: _____

Description	
Proposed number of vehicles dedicated to CRD Contract	
Estimated annual total kilometres travelled to service all routes	
Types of fuel to be consumed	
Fuel consumed, by type, per year to service Contract	

The successful Proponent shall be required to provide energy consumption data to CRD on an annual basis.

ATTACHMENT 2.4 – PROPONENT’S RESOURCES AND EXPERIENCE**2.4.12 LIST OF POSITIVE ENVIRONMENTAL AND SOCIAL MEASURES**

Provide a description of any current or future planned positive environmental and social measures that you will endeavour to implement during the course of the Contract, including:

- measures to reduce fuel consumption, energy use and associated greenhouse gas emissions
- other measures, such as environmental stewardship practices, procurement policies, employee attraction/retention practices, community involvement, and safety practices

ATTACHMENT 2.5 – DECLARATION**2.5.1 DECLARATION OF ENVIRONMENTAL PRACTICES***(must be submitted with your Proposal)*

The Capital Regional District (CRD) expects that each Proponent has, and will comply with any applicable enactment applicable to conducting the Work. This includes but is not limited to: *Canadian Environmental Protection Act, 1999 (Canada)*, *Transportation of Dangerous Goods Act (Canada/BC)*, *Environmental Management Act (BC)*, *the BC Recycling Regulation* and *the Capital Regional District Sewer Use Bylaw No. 2922*.

I declare on behalf of _____ that:
(Corporate Name of Proponent)

- 1) Proponent, or any person who currently holds or has, at any time within the past three (3) years, held the following positions or titles with Proponent: Officer, Director or Senior Manager, has not been convicted or subject to a determination by a regulatory body, administrative body or other tribunal having jurisdiction over Proponent, of a violation, within the past three (3) years, under the legislation applicable to Proponent, other than those set out in the table below.

Title of Act, Regulation or Bylaw	Date of Violation and Regulatory/Adjudication Body	Description of Violation or Conviction	Regulatory/Adjudication Body Document File Number

- 2) All the information contained herein is true, accurate and complete, and I understand that a false declaration may result in the disqualification of the Proposal from consideration or termination of the resulting Contract, without any cost or penalty to CRD.
- 3) I am authorized by Proponent to sign this Declaration, and to submit with the Proposal, on behalf of Proponent.

Additional numbered pages outlining this portion of the Proposal may be attached to this page and/or separate documents listed above may be submitted with this schedule. Each such additional page and separate document shall be signed by Proponent.

Corporate Name of Proponent

Signature of Proponent

Date

ATTACHMENT 2.5 – DECLARATION**2.5.2 DECLARATION OF SOCIAL PRACTICES***(must be submitted with your Proposal)*

The Capital Regional District (CRD) expects that each Proponent has and will comply with internationally recognized labour conventions and recommendations of the International Labour Organization, of which Canada is a member, and any applicable legislation pertaining to workplace safety, employment and human rights. In Canada these include: *the Corruption of Foreign Public Officials Act (Canada)*, *Human Rights Act (BC)*, *the Employment Standards Act (BC)* and *the Workers' Compensation Act (BC)*.

I declare on behalf of _____ that:
(Corporate Name of Proponent)

- 1) Proponent, or any person who currently holds or has, at any time within the past three (3) years, held the following positions or titles with Proponent: Officer, Director or Senior Manager, has not been convicted or subject to a determination by a regulatory body, administrative body or other tribunal having jurisdiction over Proponent, of a violation, within the past three (3) years, under the legislation applicable to Proponent, other than those set out in the table below.

Title of Act, Regulation or Bylaw	Date of Violation and Regulatory/Adjudication Body	Description of Violation or Conviction	Regulatory/Adjudication Body Document File Number

- 2) All the information contained herein is true, accurate and complete, and I understand that a false declaration may result in the disqualification of the Proposal from consideration or termination of the resulting Contract, without any cost or penalty to CRD.
- 3) I am authorized by Proponent to sign this Declaration, and to submit with the Proposal, on behalf of Proponent.

Additional numbered pages outlining this portion of the Proposal may be attached to this page and/or separate documents listed above may be submitted with this schedule. Each such additional page and separate document shall be signed by Proponent.

Corporate Name of Proponent

Signature of Proponent

Date

ATTACHMENT 2.6 – SCHEDULE OF PRICESGeneral Information

To collect Packaging and Printed Products (PPP) in accordance with the Collection Options described in Appendix 2.6.2, and within the Geographical Collection Area listed in Appendix 2.6.1, once every two weeks, that have been placed in or near Collection Containers by the Customer of a Curbside Household at curbside on collection day. Collected PPP shall be delivered to the Designated Facility. Appendix 2.6.1 of the “Schedule of Prices” provides a 2022 estimate of the number of Curbside Households in the Geographical Collection Area. Proponents may submit prices for more than one Collection Option for the Geographical Collection Area.

Unit Prices

Proponent's per household unit prices as set out in the Schedule of Prices shall be quoted in year 2022 Canadian Dollars. The Proposal unit prices will be used, in part, to determine the Selected Proponent. All costs, including overhead and profit, and taxes, fees, or surcharges imposed by federal, provincial, or local laws for which Proponent expects to receive payment as a result of the Collection Services, must be included in the unit prices with the exception of the Federal Goods and Services Tax (GST). If CRD enters into a Contract with a successful Proponent to carry out the Collection Services under this RFP, the per household unit prices will be adjusted each year as set out in Part 4 – Payment for Collection Services.

There are 132,262 Curbside Households in the Geographical Collection Area based on 2022 estimates. The number of households will be adjusted each year commencing 01 January 2025 as set out in Section 4 – Payment for Collection Services.

ATTACHMENT 2.6 – SCHEDULE OF PRICES**APPENDIX 2.6.1 - HOUSEHOLD NUMBERS AND HISTORICAL/ESTIMATED QUANTITIES
(2022 FIGURES)**

Municipality	2022 Household Count
District of Central Saanich	6,628
City of Colwood	7,402
Town of Esquimalt	4,776
District of Highlands	976
Juan de Fuca Electoral Area	2,724
City of Langford	15,509
District of Metchosin	2,069
District of North Saanich	5,513
District of Oak Bay	6,372
Town of Sidney	4,679
District of Sooke	6,581
District of Saanich	42,729
City of Victoria	20,099
Town of View Royal	4,024
First Nations, Department of National Defence and Other dwellings ¹	2,181
Total Number of Households to be Serviced	132,262
ANNUAL PRICE PER HOUSEHOLD SERVICED	\$_____ / Household/Year

1 Other dwellings includes home conversions into suites with municipal garbage collections; secondary suites; and mobile home parks.

ATTACHMENT 2.6 – SCHEDULE OF PRICES**APPENDIX 2.6.2 – COLLECTION OPTIONS****OPTIONS****COLLECTION:**

- Collection will be Curbside except for the approximately 400 Customers that receive door service. Addresses will be provided to successful Proponent(s).

Frequency

- Collection will be once every two weeks, Monday to Friday, including statutory holidays, for an average of 26 collection periods per year for all customers within the Geographical Collection Area with the exception of the District of Oak Bay.
- Oak Bay only – Collection will be Monday to Friday, excluding statutory holidays, on an add a day bi-weekly schedule that coincides with the District of Oak Bay's municipal garbage collection, with an average 24 collection periods per year.

RECYCLING CONTAINERS:**Three Stream Collection Option 1 (Blue Boxes/Blue Bags and Glass Container)**

- Customers will use their existing Blue Boxes, Reusable Bags, Glass Containers and, in the District of Oak Bay, their totes. The successful Proponent will be responsible for the purchase and distribution of new and replacement and Blue Boxes and Reusable Bags to Customers.

Three Stream Collection Option 2 (Blue Boxes/Blue Boxes and Glass Container)

- Customers will use their existing Blue Boxes for Commingled Containers, Glass Containers for glass and the successful Proponent will be responsible for the supply of and distribution of one Blue Box for commingled fibres to Customers. However, in the District of Oak Bay, Customers will continue to use their existing totes for commingled fibres, and so the successful proponent will not be required to distribute blue boxes for commingled fibres to these Customers. . The successful Proponent will be responsible for the purchase and distribution of new and replacement and Blue Boxes to Customers.

Three Stream Collection Option 3 (Tote/Blue Box and Glass Container)

- Customers will use their existing Blue Boxes for Commingled Containers, Glass Containers for glass and the successful Proponent will be responsible for the supply and distribution of Totes for commingled fibres to Customers, except for Oak Bay who will use their own Totes. The successful Proponent will be responsible for the purchase and distribution of new and replacement and Totes and Blue Boxes to Customers.

Three Stream Collection Option 4 (2-Totes and Glass Container)

- Successful Proponent will be responsible for the supply and distribution of two (2) Totes to each Customer; except for Oak Bay customers who will only receive one (1) Tote. The successful Proponent will be responsible for the purchase and distribution of new and replacement Totes to Customers. Customers will use their existing Glass Container for glass.

Two Stream Collection Option 5 (1-Tote and Glass Container)

- Successful Proponent will be responsible for the supply and distribution of Totes to all Customers, including replacement Totes and the distribution of Totes to new Customers. Customers will use their existing Glass Container for glass.

General

- Customers will provide their own Containers for the collection of glass, in a separate stream.
- At the end of Term of the Contract, ownership of the Successful Proponents-supplied Collection Containers will be retained by CRD.
- Successful Proponent(s) will distribute collection schedules, educational materials and other literature, provided by CRD, to residents when, and if, Totes are distributed.

PACKAGING AND PRINTED PRODUCTS:

- Unless indicated, PPP refers to items currently listed in Attachment 3.2 of Part 3 - Statement of Work.

ATTACHMENT 2.6 – SCHEDULE OF PRICES**SCHEDULE 2.6.1 COLLECTION AND DELIVERY TO THE DESIGNATED FACILITY**

COLLECTION OPTIONS		\$ /household/year ⁽¹⁾			
OPTION 1	three stream blue bag/blue box/glass container				
OPTION 2	three stream blue box/blue box/glass container				
OPTION 3	three stream 120L tote/blue box/glass container				
OPTION 4	three stream 2-120L totes				
OPTION 5	two stream 1-240L tote and glass container				

1) See Appendix 2.6.1 for estimated number of Households.

ATTACHMENT 2.6 – SCHEDULE OF PRICES**SCHEDULE 2.6.2 – PROPONENT'S ALTERNATIVE PROPOSAL**

Proponents are invited to submit their own alternatives to provide Collection Services to Curbside Households which could result in a cost savings and value to CRD for provision of the Collection Services.

Proponents are requested to present their alternative proposals in the same format as in this RFP to facilitate comparison to other Proponents' Proposals.

PART 3

STATEMENT OF WORK FOR COLLECTION SERVICES

CAPITAL REGIONAL DISTRICT
REQUEST FOR PROPOSAL
CURBSIDE COLLECTION OF PACKAGING AND PRINTED PRODUCTS

RFP NO. ERM2022-006

PART 3 – STATEMENT OF WORK FOR COLLECTION SERVICES

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CAPITAL REGIONAL DISTRICT
REQUEST FOR PROPOSAL
CURBSIDE COLLECTION OF PACKAGING AND PRINTED PAPER

RFP NO. ERM2022-006

PART 3 - STATEMENT OF WORK FOR COLLECTION SERVICES

1. INTERPRETATION

Definitions.

In this Statement of Work for Collection Services, the following terms will have the following meanings:

“Agreement” means the executed Contract Services Agreement including all Parts and Attachments of the RFP.

“Blue Box” means the receptacle used for curbside collection and storage of In-Scope PPP from Households as specified on Attachment 3.1 attached hereto.

“Certified Collector” or **“Contractor”** means a person under contract to CRD to collect In-Scope PPP from Households within the Capital Region.

“Collection Container” or **“Container”** means any Blue Box, Tote, Reusable Recycling Bag or other container.

“Collection Options” means the method in which In-Scope PPP is collected as set out in Part 2 – Form of Proposal, Attachment 2.6 – Schedule of Prices.

“Collection Services” **“Services”** means the services to be provided by the Contractor as set out in the Contract which broadly include but are not limited to:

- (a) Curbside Collection of In-Scope PPP once every two weeks as applicable, except for the District of Oak Bay which will be collected on an add-a-day bi-weekly schedule;
- (b) Purchasing and distribution of Collection Containers to all Households, where or when applicable, within the Collection Area, including new and replacement containers as required;
- (c) Distribution of collection schedules;
- (d) Accurately reporting all data in accordance with the Collection Services to be provided under the Contract;
- (e) Participation in public education and awareness campaigns.

“Commingled Containers” has the meaning set out in Attachment 3.2.

“Commingled Fibres” has the meaning set out in Attachment 3.2.

“Core” means the geographical area comprised of the municipalities of Saanich, Victoria, Esquimalt and View Royal as outlined in Attachment 3.3.

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

"Curb" or **"Curbside"** means a location within one (1) metre of a Public Street or Private Road.

"Curbside Collection" means collecting In-Scope PPP from Curbside Households.

"Curbside Household" or **"Household"** means a self-contained dwelling unit providing accommodation to one or more people, including single-family dwellings and buildings with up to four suites, where the resident is expected to deliver In-Scope PPP to the Curb for collection.

"Customer" means residents of Curbside Households within the Service Area.

"Designated Post-Collection Service Provider" or **"Designated Facility"** means the delivery point, designated by CRD, for the Contractor-collected In-Scope PPP, located at 2800 Bridge Street, Victoria, BC.

"Effective Date" has the meaning set out in Section 1 of Part 5 - Contract Services Agreement.

"Force Majeure" shall mean any event or circumstance, excluding lack of funds or basic resources such as staff or trucks, not within the reasonable control of the party claiming the Force Majeure which prevents or delays that party from meeting an obligation hereunder and including:

- (a) Acts of God, including wind, ice and other storms, lightning, floods, earthquakes, volcanic eruptions and landslides;
- (b) Epidemics, war (whether or not declared), blockades, acts of public enemies, acts of sabotage or terrorism, civil insurrections, riots and civil disobedience;
- (c) Explosion or fire.

"Geographical Collection Area" or **"Geographical Area"** or **"Collection Area"** or **"Service Area"** means the area of the Saanich Peninsula, the Core Area, the West Shore, and the District of Oak Bay and includes all First Nations lands lying within each Geographical Area where the Curbside Collection will be carried out.

"Glass Container" means a blue box or blue bag or other container that is similar in size and configuration to a Blue Box or a Reusable Recycling Bag that can be easily lifted and which can be used for a receptacle for curbside collection and storage of segregated glass containers when used in conjunction with a Blue Box or a Tote or a Reusable Recycling Bag.

"Implementation Plan" means the plan that Contractor will develop pursuant to Section 2.12(a).

"In-Scope PPP" means the PPP set out in Attachment 3.2 and such other materials identified as In-Scope PPP by CRD in writing from time to time.

"Inspector" means a representative of the Manager who is authorized to ensure the Contractor's conformance to the terms of the Contract.

"Manager" means the General Manager of the Parks & Environmental Services department of the CRD or his authorized representative as designated to the Contractor.

"Missed Collection" has the meaning set out in Section 2.8(e).

"Non-PPP Items" means any material that is not In-Scope PPP.

"Oak Bay" means the geographical area of the District of Oak Bay as shown in Attachment 3.3.

"Other Receptacle" or **"Other Container"** means containers similar in size and configuration as a Blue Box or a Reusable Recycling Bag that can be easily lifted and which can be used for a receptacle for

curbside collection and storage of recyclable materials when used in conjunction with a Blue Box or a Tote or a Reusable Recycling Bag.

"Packaging and Printed Product" or **"PPP"** has the meaning set out in Attachment 3.2, as may be updated by CRD pursuant to Attachment 3.2.

"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 laneways.

"Recyclable Material" means In-Scope PPP.

"Reusable Recycling Bag" or **"Reusable Bag"** means a receptacle used for curbside collection and storage of recyclable materials from single family dwellings as specified on Attachment 3.1.

"Saanich Peninsula" or **"Peninsula"** means the geographical area comprised of the municipalities of North Saanich, Sidney and Central Saanich as outlined in Attachment 3.3.

"Service Area" or **"Service Areas"** means the Geographical Areas delineated on the maps in Attachment 3.3.

"Service Commencement Date" means 01 January 2024.

"Service Level Failure" has the meaning set out in Attachment 3.4.

"Supply" or **"Provide"** means supply and pay for or provide and pay for.

"Tote" or **"Cart"** means a Contractor-provided wheeled container with attached lid suitable for curbside collection and storage of In-Scope PPP, as specified in Attachment 3.1.

"Unit" means a Curbside Household.

"West Shore" means the geographical area comprised of the municipalities of Colwood, Langford, Highlands, Metchosin, Sooke and the electoral area of Juan de Fuca, which includes Willis Point, Malahat, East Sooke, Otter Point, Shirley and Jordan River, as shown in Attachment 3.3.

"Work" or **"Works"** means, unless the context otherwise requires, the whole of the work, equipment, labour, matters and things required to be done, furnished, and performed by the Contractor under the Contract.

2. SERVICES

Beginning on the Service Commencement Date, Contractor shall provide curbside collection services to collect In-Scope PPP at Curbside from all Customers within the Service Area (the "Curbside Collection") and in accordance with the terms of this Statement of Work and the Contract Services Agreement.

2.1 Scope of Work

The work required consists of the collection and hauling of In-Scope PPP to the Designated Facility. Recyclable Materials are to be collected every two weeks from the Geographical Collection Area, as shown in Attachment 3.3, deposited in or around Collection Containers placed at the curb for collection by 7:30 am or prior to Contractor's collection vehicle passing by that Household in the process of collecting In-Scope PPP, on their designated collection day.

In the District of Oak Bay, commingled fibres will be placed out for collection in a Customer provided 140 litre wheeled tote(s), rather than in reusable blue bags, blue boxes or other container. However, some Customers in the District may choose to use blue bags or blue boxes or other container, and the Contractor shall collect the commingled fibres regardless of the container type utilized. Collection in the District of Oak Bay shall be conducted by the Contractor on the same day on which residential refuse and organics collection is provided by the municipality. The Contractor shall use the same "add a day" collection schedule as the District of Oak Bay whereby if the scheduled collection day falls on a statutory holiday, collection is moved to the following day, to ensure that Collection Services continue to coincide with the District's residential refuse and organics collection.

CRD shall be deemed to be the owner of all In-Scope PPP set out for collection.

Contractor shall deliver collected In-Scope PPP to the Designated Facility.

Contractor shall execute the Contract requirements for Customer notification, reporting of statistics, resolution of complaints, reporting of infractions and all other requirements of this specification.

Contractor shall collect all In-Scope PPP put out for collection, placed up to one (1) metre from the curb and up to two (2) metres from the travelled portion of the road exclusive of the shoulder in those areas without curbs.

If residents are elderly or medically incapacitated and unfit to move containers to the curbside or to the lane, then Contractor shall provide a doorstep pickup service at no extra cost to either CRD or the residents.

Contractor shall not damage or misuse Collection Containers and shall be responsible for the cost of any damages it causes to the containers. Contractor shall collect spilled or scattered material from within a six (6) metre radius area of the Collection Containers. Contractor shall collect materials spilled from their Collection vehicle.

Contractor shall:

- (1) Attach notification stickers, provided by CRD, to Collection Containers which fail to meet the criteria as described in these requirements and therefore cannot be collected, and report infractions to the Manager each month.
- (2) Where weather conditions make it impossible to attach notification stickers to the Collection Containers, the notification stickers must be left at the residence, put through the mail slot or otherwise secured at the front door to prevent loss or misplacement.

Contractor shall deliver to CRD within three (3) months of execution of the Agreement a work program and schedule for the following:

- (a) Mobilization, location, storage for Collection Containers and maintenance facilities and all of the Contractor's vehicles and equipment
- (b) Initial training of personnel.

Contractor shall provide the number of Customers per route at the start of the program and any changes to this number must be identified in the monthly report at each month end. Contractor shall keep an accurate record of the number of pickups per route, per day. These records shall form part of the monthly report.

Contractor will assist CRD in the development of educational material (i.e., collection schedules, preparation of materials, etc.) during the term of the Contract.

In addition to any promotion undertaken by each Municipality, Electoral Area or CRD, Contractor will be responsible for all program communication dealing with operational issues, including but not limited to the following:

- (a) Contamination with non-PPP, cross contamination, improper sorting, non-compliance stickers
- (b) notification of any disruption of service
- (c) late put out notices
- (d) change in collection schedule.

All program communication must be approved by the Manager prior to distribution.

CRD will be responsible for education and the promotion of the curbside program.

2.2 Service Area

- a) Contractor will provide Curbside Collection to all Customers in the Service Area(s), shown on Attachment 3.3.

2.3 In-Scope PPP Materials

- a) Contractor will collect all In-Scope PPP from all Customers that are placed in Containers (including both Contractor-provided and Customer-provided Containers); and any Corrugated Cardboard, stacked adjacent to Customers' Containers (or stacked alone if no Container is present or commingled with Fibres).
- b) Collected In-Scope PPP may not contain more than three percent (3%) by weight of non-PPP Items (Contamination). In-Scope PPP delivered to the Designated Facility will consist of no more than three percent (3%) by weight of non-PPP Items. Loads exceeding three percent (3%) by weight of non-PPP Items may be subject to rejection by the Designated Post-Collection Service Provider and Service Level Failure Credits, as set out in Attachment 3.4.
- c) Notwithstanding Section 2.3 (b) above, Contractor may not collect, and collected In-Scope PPP may not contain, any packaging containing hazardous or special waste.
- d) While collecting In-Scope PPP, 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) Contractor must ensure that loads of Categories 1, 2, 3(a), 3(b), 6 and 7 do not contain more than 3% by weight of Category 8.
- f) Contractor must ensure that Category 8 segregated In-Scope PPP does not contain more than 1.5% by weight of non-PPP Items 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.
- 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 2.3 including procedures to monitor the content of collected materials and procedures to notify and reject material from Customers who do not comply with such requirements. Such procedures are subject to review by the Owner at any time and from time to time. If the Owner determines that such procedures are inadequate, Contractor will adopt such procedures as the Owner may reasonably require in order to ensure compliance with this Section 2.3.

2.4 Collection

- a) Contractor will not place limits on the quantity of In-Scope PPP collected from Customers.
- b) Contractor will pick up In-Scope PPP placed by Customers in accordance with Section 2.3(a) at the Curb along the collection vehicle route which may be a Public Street or a Private Road.
- c) Contractor will perform Curbside Collection on the following schedule: once every two weeks, on the same day, with the exception of Customers within the District of Oak Bay which will be collected once every two weeks in accordance with the “add a day” collection system specified in 2.1.
- d) Contractor will not compact In-Scope PPP in Curbside Collection vehicles at a ratio higher than 2.5:1.
- e) Contractor will make collections in an orderly, non-disruptive and quiet manner, and will return Containers (including, in the case of Totes, with their lids closed) in their set out location in an orderly manner. Location of Containers should not block sidewalks, driveways or on-street parking.
- f) Contractor will monitor the quality of In-Scope PPP set out for collection. Customers with more than three percent (3%) by weight of non-PPP Items in a given Container will receive a written notice from Contractor to reduce the quantity of non-PPP Items. Customers who receive three or more written notices per calendar quarter (three months) will be contacted by the Contractor by phone or in person to resolve the issue. If the quantity of non-PPP Items is not reduced to less than three percent (3%) by weight after a minimum of three (3) attempts to educate the Customer, CRD may remove the Customer from the Service Area.

2.5 Containers

- a) Contractor will, at Contractor's cost, procure, assemble and deliver Containers, as specified in Attachment 3.1, to each Customer, for use in the collection of In-Scope PPP that meet the requirements set out in Section 2.
- b) Contractor will, at Contractor's cost provide replacement and new Containers (Totes, Blue Boxes and Reusable Bags) for the term of the Agreement.
- c) Contractor will deliver Containers to Customers at least ten (10) business days prior to the Service Commencement Date.
- d) Contractor will procure and deliver a Container to a requesting Customer within seven (7) business days of the Customer's initial request.

- e) Where Customers choose to provide their own Container(s), of the reasonably comparable size and configuration as the Contractor or CRD provided Containers, used in conjunction with CRD or Contractor provided containers, Contractor will handle the Customer-owned Container in such a way as to prevent undue damage, and Contractor will be responsible for unnecessary or unreasonable damage to Customer-owned Containers. Larger Blue Boxes privately purchased and used by Customers to a maximum of 87 Litres in size shall be deemed acceptable for use and Contractor shall be required to empty them.
- f) Collection crews will note damages to Contractor-provided Containers and forward written or electronic repair or replacement notices that day to Contractor's service personnel. Container repairs or replacement will then be made by Contractor within seven (7) days, at Contractor's expense. Any Container that is damaged or missing on account of an accident, act of nature or the elements, fire, theft or vandalism by a third party will be replaced by Contractor not later than three (3) business days after notice from Customer or CRD. Replacement Containers may be used and reconditioned, but must be clean, appear presentable, and meet all other requirements set out in the Contract.
- g) In the event that a particular Customer repeatedly damages a Container or requests more than one replacement Container more frequently than a time period allowing for reasonable wear and tear during the Term of the Contract, Contractor may charge Customer for the depreciated value of the Container and will forward in writing the Customer's name and address to CRD with a full explanation of the incident(s). In the event that the problem continues, Contractor may discontinue service to that Customer provided CRD provides prior written approval.
- h) Upon termination or expiration of the Agreement, all Containers supplied by Contractor to provide Curbside Collection will, at the option of CRD, revert to CRD ownership without further compensation to Contractor, including that Contractor will assign any and all warranties associated with the Containers. CRD accepts all such Containers in their "as-is, where-is" condition and, except as set out herein, without any express or implied warranty by Contractor of any kind, including any warranty of fitness for any particular purpose or any warranty of merchantability. Upon transfer of ownership, CRD assumes all risks of loss. If CRD declines in writing to take ownership of the Containers, Contractor will offer a special Curbside Collection event within thirty (30) days of CRD's notice, where Customers may set-out their unwanted Containers and Contractor will remove and reuse or recycle the set-out Containers.

2.6 Designated Post-Collection Service Provider

- a) Contractor will deliver all collected In-Scope PPP to the Designated Post-Collection Service Provider on the day of collection, unless Contractor is unable to deliver on the day of collection for an unforeseen reason outside Contractor's reasonable control, in which case Contractor will deliver such collected In-Scope PPP to the Designated Post-Collection Service Provider 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 therewith. Contractor will not release In-Scope PPP to anyone other than the Designated Post-Collection Service Provider or dispose of any collected In-Scope PPP without prior written authorization from CRD.
- b) Contractor will deliver all collected In-Scope PPP to the Designated Post-Collection Service Provider segregated, at a minimum, in the manner set out in Attachment 3.2.
- c) Contractor must unload Categories 1, 2 and 3(b) in a separate bunker or other location than Categories 3(a), 6 and 7, and unload Categories 3(a), 6 and 7 in a separate bunker or location than Categories 1, 2 and 3(b), as directed by the Designated Post-Collection Service Facility. Category 8 must also be unloaded in a separate bunker or location from Categories 3(a), 6 and 7 and also separate from Categories 1, 2 and 3(b), as directed by the Designated Post-Collection Service Facility. Loads delivered in violation of this Section 2.6(c), including as a result of driver error or mechanical failure, may be subject to a Services Level Failure Credit.

- d) Contractor will follow all reasonable instructions and procedures regarding the delivery of In-Scope PPP as directed by the Designated Post-Collection Service Facility 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 Curbside Households in the Service Area on a holiday, Contractor will coordinate directly with the Designated Post-Collection Service Facility a minimum of ten Business Days in advance of such holiday in order to schedule the delivery of such In-Scope PPP.
- f) The Designated Post-Collection Service Provider will accept delivery of In-Scope PPP from the Contractor at 2800 Bridge Street, Victoria, BC.
- g) CRD, as directed by Recycle BC, may change the Designated Post-Collection Service Provider upon 30 days' notice. If CRD changes the Designated Post-Collection Service Provider such that the new location is greater than 10 kilometers beyond the location described in Section 2.6(c), 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).
- h) Unless the Owner otherwise agrees in writing, Contractor may not consolidate or otherwise sort In-Scope PPP collected from Customers in the Service Area before delivering such materials to the Designated Post-Collection Facility. Such approval may be subject to such conditions or procedures as the Owner considers appropriate or necessary in the circumstances and may be revoked at any time by the Owner in its sole discretion, including without limitation Contractor has failed to comply with such conditions or procedures.
- i) If the Designated Post-Collection Service Provider refuses to receive In-Scope PPP from Contractor due to a verified claim that Contractor's collected In-Scope PPP contains more than three percent (3%) by weight of non-PPP Items or contains any hazardous or special waste, CRD reserves the right to designate an alternative Designated Post-Collection Service Provider and deduct any additional costs associated with use of the alternative Designated Post-Collection Service Provider from the Fees due to Contractor.

2.7 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 Curbside 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 cleanup, and will make such records available to CRD on request, and if requested by CRD, as part of a regular report to be delivered with such frequency as requested by CRD (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 subsection (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 to Customer premises or 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 prior to them being removed from service will be cleaned up or removed by Contractor within three (3) hours of being noticed by Contractor's staff, Customers or the CRD Manager, 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 the CRD Manager in writing. Contractor will immediately notify the Manager's designated spill coordinator of any spills that enter ground water or drainage systems.

2.8 Routes and Requirements to Complete Daily Scheduled Collection

- a) Contractor will indicate, on a map acceptable to CRD, the day of the week that Curbside Collection will occur for each Customer. The Contractor will endeavour to maintain as many collection routes under the current collection schedule, whenever possible.
- b) Contractor Curbside Collection routes may not extend outside the Service Area. Contractor collection vehicles used to perform Curbside Collection may only be used elsewhere if they are emptied before and after such other use and Contractor has obtained prior written approval from CRD.
- c) Contractor may request to change the originally agreed upon schedule on which Curbside Collection will occur for a given Customer or group of Customers by giving written notice to CRD at least forty-five (45) business days prior to the effective date of the proposed change and obtaining written approval from CRD. If CRD approves the proposed change, Contractor will provide affected Customers with at least fourteen (14) business days written notice of the change. Seven (7) business days prior to the approved day change, Contractor will place a notice on the Containers of all affected Customers.
- d) Service shall be on the same day and same time or at different times once every two-week period. Collection time shall not vary more than ninety (90) minutes from collection time to collection time. Contractor shall develop a schedule of routes and the days on which each route shall be provided with service. CRD will be responsible for the design, production and distribution of these schedules. Contractor shall be responsible for the distribution of the initial schedule at the start of Contract.
- e) Any failure of Contractor to collect In-Scope PPP that has been set out by a Customer on the Customer's scheduled collection day will be considered a "Missed Collection." If a Customer notifies Contractor of a Missed Collection not later than 5:00 pm (PST), Contractor will perform the Curbside Collection on the same day (which Contractor may perform up until 8:00 pm (PST)). If a Customer notifies Contractor of a Missed Collection after 5:00 pm (PST), Contractor will perform Curbside Collection on the day following the Customer's regular collection, including on Saturdays. Saturday collections will only be made between 9:00 am (PST) and 5:00 pm (PST).
- f) The normal hours of work collection shall be between the hours of 7:30 am and 5:00 pm, Monday through Friday, including statutory holidays. Supervisory personnel will be provided by the Owner between the hours of 8:00 am and 4:30 pm, Monday through Friday. If the Contractor elects to work outside these hours, it must first obtain prior written approval from the Manager.

Contractor shall operate on the following Statutory Holidays or any other day which, during the life of the Contract, may be declared as a Statutory Holiday by the Provincial or Federal Governments. CRD, at its sole discretion, may approve rescheduling the collection for Christmas and New Year's Days.

New Year's Day	Canada Day	Remembrance Day
Family Day	BC Day	Christmas Day
Good Friday	Labour Day	Boxing Day
Easter Monday	National Day for Truth and Reconciliation	
Victoria Day	Thanksgiving Day	

- g) Contractor will provide Curbside Collection regardless of weather conditions, unless weather conditions are such that continued operation would result in danger to Contractor personnel, Customers or property. Contractor will perform Curbside Collection for all areas not served due to hazardous weather on the day following the Customer's regular collection, including on Saturday. Saturday collections will only be made between 9:00 am (PST) and 4:00 pm (PST). Contractor will maintain accurate records of all disruptions to Service that are due to hazardous weather, including all areas not served, and the date on which they are later served.
- h) In extraordinary instances where Contractor has failed to complete all scheduled collections on any given collection route and the missed collections have not been subsequently collected later on the same day or the following day as per the requirements of 2.8(e), then Contractor shall be required to begin collections for that route at the dwelling that would normally be collected last in order to ensure that those Customers who missed their previous collection are serviced first.

Any failure by Contractor to complete each collection day's scheduled collection or to collect a Missed Collection or a block segment of Missed Collections shall be subject to Service Level Failure Credits as specified in Attachment 3.4.

2.9 Pilot Programs

- a) CRD may wish to test or implement one or more new services or developments in PPP material segregation, processing or collection technology. CRD will notify Contractor in writing at least ninety (90) days prior of its intention to implement a pilot program or of its intentions to utilize a new technology system in a Service Area. The costs (or savings) accrued by CRD-initiated pilot programs will be negotiated prior to implementation pursuant to the change process in Section 2.2 of the Agreement. If CRD deems the pilot a success, and desires to incorporate the service or development represented in the pilot program into the Agreement, 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 CRD. Contractor-initiated pilot programs will be performed at no additional cost to CRD; however, savings accrued may be subject to negotiations prior to implementation at CRD's request.

2.10 Customer Service and Management

As part of Curbside Collection, Contractor will provide the following Services.

2.10.1 Customer Service Requirements

- a) Contractor's Customer service office and call center will be accessible by a local area code and prefix phone number. Contractor will maintain a minimum of one Customer service number specifically set up as CRD phone numbers to handle only calls from Customers under this Agreement, and ownership of the numbers will be assigned to CRD upon expiration or termination of this Agreement. Contractor's call center will be open at a minimum from 7:00 am (PST) to 6:00 pm (PST) on business days. Customer service representatives will be available through Contractor's call center during office hours for communication with Customers and CRD 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 twenty-four (24) hour emergency telephone number for use by CRD. Contractor will have a representative, or an answering service to contact such representative, available at such emergency telephone number for CRD 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.

2.10.2 Customer Service Representative Staffing

- a) During office hours, Contractor will maintain sufficient call center staff to answer and handle complaints and service requests from at least two (2) incoming telephone calls from Customers at one time, and in addition a telephone answering system capable of accepting an additional minimum of six (6) incoming telephone calls from Customers at one time. During office hours, Customers will not be required to navigate automated telephone answering option branches in order to speak with a Customer service representative, but will be routed directly to a Customer service representative.
- b) Contractor will maintain sufficient staffing to answer and handle complaints and service requests in a timely manner made by all methods other than telephone, including letters, emails and text messages. If staffing is deemed to be insufficient by CRD to handle Customer complaints and service requests in a timely manner, Contractor will increase staffing levels to, in the case Customer calls, meet the requirements of the Contract Agreement, and in the case of other forms of Customer communications to otherwise address the performance deficiency.
- c) Contractor will provide additional staffing during the implementation period, and especially from one (1) month prior to Service Commencement Date through the end of the fourth month after 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 CRD review and approval.

2.10.3 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 twenty-four (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) Customer service log will be available for inspection by CRD during Contractor's office hours, and will be in a format approved by CRD. Contractor will provide a copy of this log in an electronic format from the Microsoft Office suite of software to CRD on request, and if requested by CRD, as part of a regular report to be delivered with such frequency as requested by CRD (but not more frequently than monthly).

2.10.3 Handling of Customer Calls

- a) All incoming telephone calls will be answered promptly and courteously, with an average speed of answer of less than twenty (20) seconds. No telephone calls will be placed on hold for more than two (2) minutes, and on a monthly basis, no more than 10% of incoming telephone calls will be placed on hold for more than twenty (20) seconds. A Customer will be able to talk directly with a Customer service representative when calling the Contractor's Customer service telephone number during office hours without navigating an automated phone answering system. An automated voice mail service or phone answering system may be used when the office is closed.
- b) A Customer calling into the Customer service phone lines and placed on hold will hear either CRD-specific messages or messages that are applicable and not misleading to CRD Customers.

2.10.4 Corrective Measures

Upon the receipt of Customer complaints in regard to busy signals or excessive delays in answering the telephone, CRD may request the Contractor submit a plan to CRD for correcting the problem. Once CRD has approved the plan, the Contractor will have sixty (60) days to implement the corrective measures, except during the transition and implementation period from one (1) month prior to the Service Commencement Date, through the end of the fourth month after the Service Commencement Date, during which Contractor will have one (1) week to implement corrective measures. Reasonable corrective measures will be implemented without additional compensation to the Contractor. Failure to provide corrective measures will result in Service Level Failure Credits as specified in Attachment 3.4.

2.10.5 Referral to Other Programs Required

- a) Contractor's Customer service representatives will be knowledgeable of other collection services available to Customers in the Service Areas and will be able to refer Customers to their local government or to other producer agencies operating collection programs for non-PPP Items, as appropriate.

2.10.6 Customer Communications

- a) CRD and Contractor recognize that Customer preferences for their method of communication may change during the term of this Contract and agree to adjust Customer service expectations to match Customer preferences. For example, if call traffic to the Contractor's telephone-based call center reduces over time and is supplanted by an increase in texting, the Contractor will shift staff resources accordingly to ensure high levels of Customer service. CRD and Contractor agree to review Contract requirements periodically and negotiate in good faith any desired improvements to the Contract service standards related to Customer service delivery.
- b) On each day where hazardous weather will prevent Curbside Collection in accordance with Section 2.8(g), Contractor will release notices to the local newspapers and radio stations notifying Customers of the modification to the collection schedule.

2.11 Promotion and Education

- a) CRD will have primary responsibility for developing, designing and executing public promotion, education, and outreach programs. Contractor will provide CRD with assistance and cooperation, including distributing CRD-developed promotional and educational brochures and assisting with promotion, education and outreach programs at the direction of CRD.
- b) CRD will have primary responsibility for providing Customers service-oriented information such as dates and times of Curbside Collection (Schedules).

2.12 Implementation Services

- a) Beginning on the Agreement Effective Date, Contractor will develop, with CRD's input and prior written approval, and submit to CRD no later than two (2) weeks after the Agreement Effective Date, a transition and implementation plan (the "Implementation Plan") for implementing Curbside Collection, 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 Implementation Plan will cover the entire period from the Agreement Effective Date, up through and including the six (6) month period following the Service Commencement Date. Contractor will describe in detail what is involved with each of the activities and events listed in the Implementation Plan. CRD reserves the right to require any aspect(s) of any draft implementation plan or other description of implementation services submitted by Contractor as part of any procurement process related to these Services be included in the Implementation Plan.

- b) Contractor will execute the approved Implementation Plan (the "Implementation Services") in accordance with the requirements in this Agreement and as set out in the Implementation Plan, including in a manner that meets the milestone deadlines set out within the Implementation Plan.
- c) CRD may at its discretion send observers to any Contractor facility at any time to monitor the performance of the Implementation Services.
- d) Failure to achieve any milestone that has a deadline on or before the Service Commencement Date by the Service Commencement Date will entitle CRD to exercise its rights to draw down on Contractor's Performance Security, in full, pursuant to Section 12.2 of the Agreement.

3. PERFORMANCE STANDARDS AND OPERATIONAL REQUIREMENTS

3.1 Personnel Conduct

- a) Contractor personnel performing Curbside Collection will at all times be courteous, refrain from acts of violence, threats of violence, loud, inappropriate or obscene language and shall 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, returning to the street after replacing empty Containers. Contractor personnel will not trespass or loiter on cross flower beds, hedges or property of adjoining premises, or meddle with property that does not concern them or their task at hand.
- b) Contractor personnel will wear a professional and presentable uniform with an identifying badge with photo identification and company emblem visible to the average observer.
- c) At CRD's option and direction, Contractor personnel will work with groups or organizations, such as neighborhood community organizations, homeowner associations, or municipal utilities, police, or fire departments, for training to recognize and call the appropriate agency when suspicious activities are observed.

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 Curbside Collection.

- a) All collection vehicles regularly used by Contractor to perform Curbside Collection will be a model released within six (6) years of the year in which the Service Commencement Date occurs or newer.
- b) Back-up/reserve capacity collection vehicles used up to a combined total of one hundred (100) engine hours per month will at all times be less than ten (10) years old and will have been at all times driven fewer than two hundred thousand (200,000) kilometers. Back-up/reserve capacity vehicles will not be used to provide more than ten percent (10%) of Curbside Collection in a given three (3) month rolling period.
- c) All collection vehicles used to perform Curbside Collection will be of sufficient size and dimension to provide Curbside Collection to all Customers, regardless of location. In some cases, this may mean that a small collection vehicle, capable of servicing narrow and/or tight locations must be used, and it is expected that Contractor will make such vehicles available to ensure smooth and effective Curbside Collection throughout the Service Area.
- d) 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 CRD. Any vehicles not meeting these standards will not be used within the Service Area until repairs are made. All collection vehicles will be equipped with variable tone or proximity activated reverse movement back-up alarms.

- e) Contractor will maintain all vehicles used in the performance of Curbside Collection in a manner intended to achieve reduced emissions and particulates, noise levels, operating costs and fuel use.
- f) Contractor will receive prior written approval from CRD for all vehicle signage, including Contractor labeling, program and non-program information. Contractor will place CRD-provided logos on vehicles as directed at no additional cost to CRD.
- g) All Contractor route, service and supervisory vehicles will be equipped with properly licensed two-way communication equipment. Contractor will maintain a base station or have equipment capable of reaching all locations within the Service Area in which they are being used. Collection vehicles will also be equipped with back-up cameras as well as route-recording cameras integrated with their on-board route management system.
- h) All collection vehicles will be equipped with global positioning systems (GPS) as well as an on-board computer and data tracking system to track route progress and log non-set-outs and other Customer service issues. The system will incorporate photo documentation of contaminated materials, improperly placed set-outs and non-set-outs by Customers that have reported repeated misses. The resulting data will be uploaded to Contractor's Customer service database no less than hourly to allow Customer service personnel to be fully apprised of route progress, and be able to address Missed Collections and other Customer inquiries in near real-time. The resulting data is considered Confidential Information of CRD and will be provided to CRD upon request.

3.3 Container Requirements

- a) All Contractor-provided Totes will be of a style and type approved by CRD in writing and as specified in Attachment 3.1. The Containers will be manufactured from a minimum of fifteen percent (15%) post-consumer recycled plastic.
- b) All Contractor-provided Totes will be blue. Specific Tote colour shades will be approved by CRD prior to the Contractor's order of any new Containers.
- c) All Totes will have In-Scope PPP preparation instructions and telephone/contact information, including both CRD's program contact phone number and CRD's website address, either screened or printed on a sticker on the lid and will be subject to the prior written approval of CRD. Information will be screened on, molded-in, or molded-on the Totes or printed on durable UV-resistant label stock squarely affixed to each Container. All screening, molding or labels will be approved in writing by CRD prior to ordering by the Contractor. Location of the screen, molding or label on the Totes will be subject to CRD's prior written approval.
- d) All Contractor-provided Totes will be clearly labeled in a fashion that any reasonable person can readily determine In-Scope PPP preparation requirements. Contractor provided Totes will not be screened, molded-in, molded-on, imprinted or otherwise permanently labeled with the Contractor's logo, company name or any other markings without CRD's prior written approval.
- e) All Contractor-provided Totes will be maintained by Contractor in good condition for material storage and handling; contain no jagged edges or holes; and the wheels or rollers will be equipped with an anti-skid device or sufficient surface area on the bottom of the Tote to prevent unwanted movement. The Tote will contain instructions for proper use, including any Customer actions that would void manufacture warranties. All Contractor-provided Totes will have permanent serial numbers to assist with the tracking and recovery of lost or stolen Totes, and Radio Frequency Identification (RFID) tags.
- f) All Contractor-provided Blue Boxes and Blue Bags will, as a minimum be of the same type as specified in Attachment 3.1, though larger Blue Boxes privately purchased and used by Customers to a

maximum of 87 Litres in size shall be deemed acceptable for use under this program and Contractor shall be required to empty them.

3.4 Record and Reporting Requirements

In addition to the record keeping and reporting requirements in the Agreement, Contractor will:

3.4.1 Service Delivery Reporting

- a) provide to CRD, on the Service Commencement Date, a complete initial inventory of the vehicles and Containers to be used to perform Curbside Collection. The inventory will include each vehicle (including type, capacity, model and vehicle identification number), each facility to be used in performance of Curbside Collection, and the number and types of Container (including size, collection commodity type and, if relevant, Customer and serial number). Contractor will regularly revise the inventory to reflect any changes;
- b) maintain an electronic record of all calls related to Missed Collections and the response provided by Contractor;
- c) maintain an electronic record of all Customer requests, complaints and inquiries, including Customer name, mailing address, contact information (both telephone number and email, 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;
- d) maintain the following records, and such other records as may be requested by CRD:
 - i. tonnage by collection date;
 - ii. weight scale ticket(s) (which must include the collector name and truck number);
 - iii. traffic infractions and accidents;
 - iv. changes to vehicle or Container inventory;
 - v. Customer communications related to Curbside Collection including telephone calls, letters, emails, text messages or webpage messages received;
 - vi. containers distributed to Customers; and
 - vii. notices left for Customers;
- e) make all records maintained pursuant to this Statement of Work available to CRD upon request, and if requested by CRD, will provide a regular (but no more frequently than monthly) report to CRD, in a format and by a method approved by CRD, setting out or summarizing (at CRD's discretion) such records as may be indicated by CRD for the reporting period;
- f) on an annual basis, by such date to be determined by CRD, Contractor will provide a report containing the following information for the previous calendar year;
 - i. a consolidated summary and tabulation of the monthly reports, described above;
 - ii. a discussion of highlights and other noteworthy experiences, along with measures taken to resolve problems, increase efficiency, and increase participation in and volume of In-Scope PPP collected in Curbside Collection;
 - iii. an inventory of current Curbside Collection vehicles and other major equipment, including model, year, make, serial or VIN number, assigned vehicle number, mileage (if vehicle), and maintenance history, including vehicle painting;
- g) upon the Owner's request, provide up to two reports each year that specify the greenhouse gas emissions associated with the performance of Curbside Collection, including all data and the methodologies used; and

- h) upon CRD's request, provide up to four ad-hoc reports each year, at no additional cost to CRD. 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 CRD-defined format and software compatibility. These reports will not require the Contractor to expend more than sixty (60) staff hours per year to complete.

3.4.2 Claims Reporting

- a) All loads must be documented in a manner specified by CRD, from time to time, including by a certified scale ticket provided by the Designated Post Collection Service Provider, with Contractor name and address, Designated Post-Collection Service Provider name and address, date, time, truck number, net weight by Material Stream (Fibres, Containers and Glass) set out in Attachment 3.2. CRD's claim reporting system will be customized to display only the material stream classifications applicable to Contractor, the terminology for which may differ than that set out in Attachment 3.2), and such other information as CRD may designate (collectively, "Claim Information"). Standard tare weights for specific trucks may only be used on specific written permission of CRD.
- b) At least every two (2) weeks, Contractor will report the Claim Information through CRD's claims reporting portal, or through such other method as CRD may designate.
- c) CRD will issue a claim summary to Contractor (which, if agreed by Contractor, CRD, and Designated Post-Collection Service Provider, may be based on Claim Information directly provided to CRD by the Designated Post-Collection Service Provider), and Contractor will review the claim summary for accuracy. Contractor must report to CRD any content in the claim summary that Contractor disputes within five (5) days of the claim summary being issued.
- d) After CRD has approved the Claim Information for Contractor, CRD will issue a purchase order to Contractor, including a reference number. If CRD requires an invoice for such purchase order and Contractor has the right to invoice for such purchase order, Contractor may then invoice CRD for such purchase order. Contractor must include the purchase order reference number on its invoice. For clarity, issuance of a claim summary does not indicate or evidence that CRD has approved the applicable Claim Information.

3.5 Service Levels

If Contractor fails to meet any Service Level set out in Section 2, CRD will be entitled to the applicable Service Level Failure Credits set out in Attachment 3.4.

3.6 Problem Customers

- a) CRD and Contractor acknowledge that, in rare cases, some Customers may cause disruptions or conflicts that make continued Curbside Collection from that Customer unreasonable. Those disruptions or conflicts may include repeated damage to Containers, unwillingness to properly prepare materials, repeated suspect claims of timely set-out followed by demands for Curbside Collection, repeated unsubstantiated claims of Contractor damage to Customer's property, or other such problems.
- b) Contractor will make every reasonable effort to provide Curbside Collection for those problem Customers. However, Contractor may deny or discontinue Curbside Collection for a problem Customer after prior written notice is given to CRD of the intent to deny or discontinue service, including the name, service address, reason for such action, and what reasonable efforts to accommodate the Customer have been made and in what manner they have failed. If Customer submits a written letter or email to CRD appealing Contractor's decision, CRD may, at its discretion, intervene in the dispute. In this event, the decision of CRD will be final. CRD may also require, in its sole discretion, the denial or discontinuance of Curbside Collection to any Customer who is determined by CRD to be ineligible.

4. TERM

The Work required under the Statement of Work will commence on 01 January 2024 and will continue until the expiry of a six (6) year period following the Agreement Commencement Date, terminating 31 December 2029, unless it is terminated earlier by CRD or Contractor as set out in the Agreement.

5. FEES

The Fees payable by CRD for the performance by Contractor of the Collection Services are set out in Part 4 – Payment for Collection Services of RFP, and such Fees begin after the Service Commencement Date.

6. ADDITIONAL TERMS

6.1 No Charge to Customers

Contractor will not charge Customers or any third party any amount for the performance of the Collection Services.

6.2 Scavenging Forbidden

Contractor will not scavenge, or permit any person (including its employees) to scavenge any materials (including 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 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 Service Provider. In-Scope PPP will be deemed to be delivered when off-loaded from Contractor's vehicles at the Designated Post-Collection Service Provider's 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 Service Provider facility caused by the Contractor.

6.4 No Shared Services

Contractor will not collect any material other than the In-Scope PPP to be collected under this Agreement (whether on Contractor's own behalf, or on behalf of any third party) while providing the Services.

ATTACHMENT 3.1: RECYCLING CONTAINER SPECIFICATIONS**1. EXISTING CONTAINERS** (Owned by CRD and being used in the current program)

Contractor is responsible for the purchase and distribution of new and replacement of additional Blue Boxes and reusable bags.

a) Blue Box

Model:	A-1 Products Corporation Number 9732 or equal as approved by the Manager
Dimensions:	L x W x H 484 mm x 403 mm x 313 mm (19 1/16" x 15 7/8" x 12 5/16")
Colour	Dark (Royal) blue with white lettering providing program messaging
Weight	1.8 kg (4 lbs)

b) Reusable Blue Bags

Dimensions:	W x H 559 mm x 711 mm (22" x 28")
Material:	5.0 MIL (LLDPE) low density polyethylene
Colour:	Light blue bag with black lettering 1 colour printed both sides with program messaging

2. RECYCLING TOTES (WHEELED) (To be supplied, distributed and replaced by Contractor)**a) General**

Colour:	Dark (Royal) blue
Construction	<ul style="list-style-type: none"> - High quality, resilient, UV stabilized HDPE resin - Capable of hot-stamp branding of logos, bar coding, sequential numbering and RFID (radio frequency identification) integration - Capable for use in automated or semi-automated collection - Watertight lids, dual reinforced bottom and oversized wheels (300 mm Ø - 12" Ø)

b) 120 Litre Tote (115 to 125 litres)

Dimensions:	H x W x D 97.8 mm x 48.3 mm x 56.5 mm
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c) 240 Litre Tote (235 to 246 litres)

Dimensions:	H x W x D 107 mm x 58 mm x 74 mm (42" x 23" x 29")
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ATTACHMENT 3.2: IN-SCOPE PACKAGING AND PRINTED PRODUCTS

For the purpose of this Statement of Work, In-Scope PPP will mean the material described and segregated in the categories of PPP Material Stream below:

<u>Material Stream</u>	<u>Category</u>
FIBRES	PPP, in multi stream, in Category 1, Category 2, and Category 3(b) which may be commingled together, but must be segregated from all other PPP.
CONTAINERS	PPP, in multi stream, in Category 3(a), Category 6 and Category 7 which may be commingled together, but must be segregated from all other PPP
GLASS	PPP in Category 8, segregated stream from all other PPP.

And, to the extent beverage containers as defined in Schedule 1 of the BC Recycling Regulation to the Environmental Management Act (BC) are commingled 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.

List of Packaging and Printed Product Materials

Material Type	Examples of PPP Accepted	Examples of PPP Not Accepted
A - COMMINGLED FIBRES MATERIAL STREAM		
Category 1 – Printed Papers		
Newspapers	Daily and community newspapers	
Newspaper Inserts	Newsprint advertising inserts and flyers	
Magazines	Daily, weekly, monthly magazines; travel or promotional magazines	
Catalogues	Retailer product catalogues; automotive and real estate guides/catalogues	
Telephone Directories	Phone books; newsprint directories	
Other Printed Media	Notepads; loose leaf paper; non-foil gift wrap	
Residential Printed Paper	White or coloured paper for general use, printers and copiers	
Miscellaneous Printed Papers	Bland and printed envelopes; greeting cards	
Category 2 – Old Corrugated Cardboard (OCC)		
Old Corrugated Cardboard	Grocery store/liquor store boxes; pizza boxes	
Category 3 (b) – Other Paper Packaging (not containing liquids when sold)		

Material Type	Examples of PPP Accepted	Examples of PPP Not Accepted
Old Boxboard (OBB)	Cereal boxes; shoe boxes; tissue boxes; paper towel and toilet paper tubes; detergent boxes	
Wet Strength Boxboard	Carrier boxes for soft drink containers; some frozen food paper packaging	
Moulded Pulp	Egg cartons; formed coffee takeout trays; paper based flower pots	
Kraft Papers	Paper bags	
Polycoated Boxboard	Some frozen food packaging	
B – COMMINGLED CONTAINERS MATERIAL STREAM		
Category 3 (a) – Other Paper Packaging (containing liquids when sold)		
Paper Cup (hot) (polycoated liner)	Non-foam paper cups	
Paper Cup (hot) (biodegradable liner)	Non-foam paper cups	
Paper Cup (cold) (waxed)	Non-foam paper cups	
Paper Cup (cold) (2-sided polycoated)	Non-foam paper cups	
Polycoated Milk Cartons	Milk, soy, rice milk and cream cartons	
Aseptic Containers	Milk, soy, rice milk, cream, soup, broth and sauce containers, typically about 1 litre in size	
Multi-laminated Paper Packaging	Microwavable paper containers; paper bowls/cups for soup	
Category 6 – Other Plastic Packaging		
PETE Bottles (non-beverage)	Salad dressing bottles; edible oil bottles; dish soap or mouthwash bottles; window cleaners	
PETE Jars	Peanut butter containers; wide-mouth jars for nuts	
PETE Clamshells	Bakery trays; pre-made fruit and salad packages; egg cartons	
PETE Trays	Single serve meals; deli and bakery items; housewares and hardware products	
PETE Tubs & Lids	Plastic lids for some containers	
PETE Cold Drink Cups	Take-out drink cups	

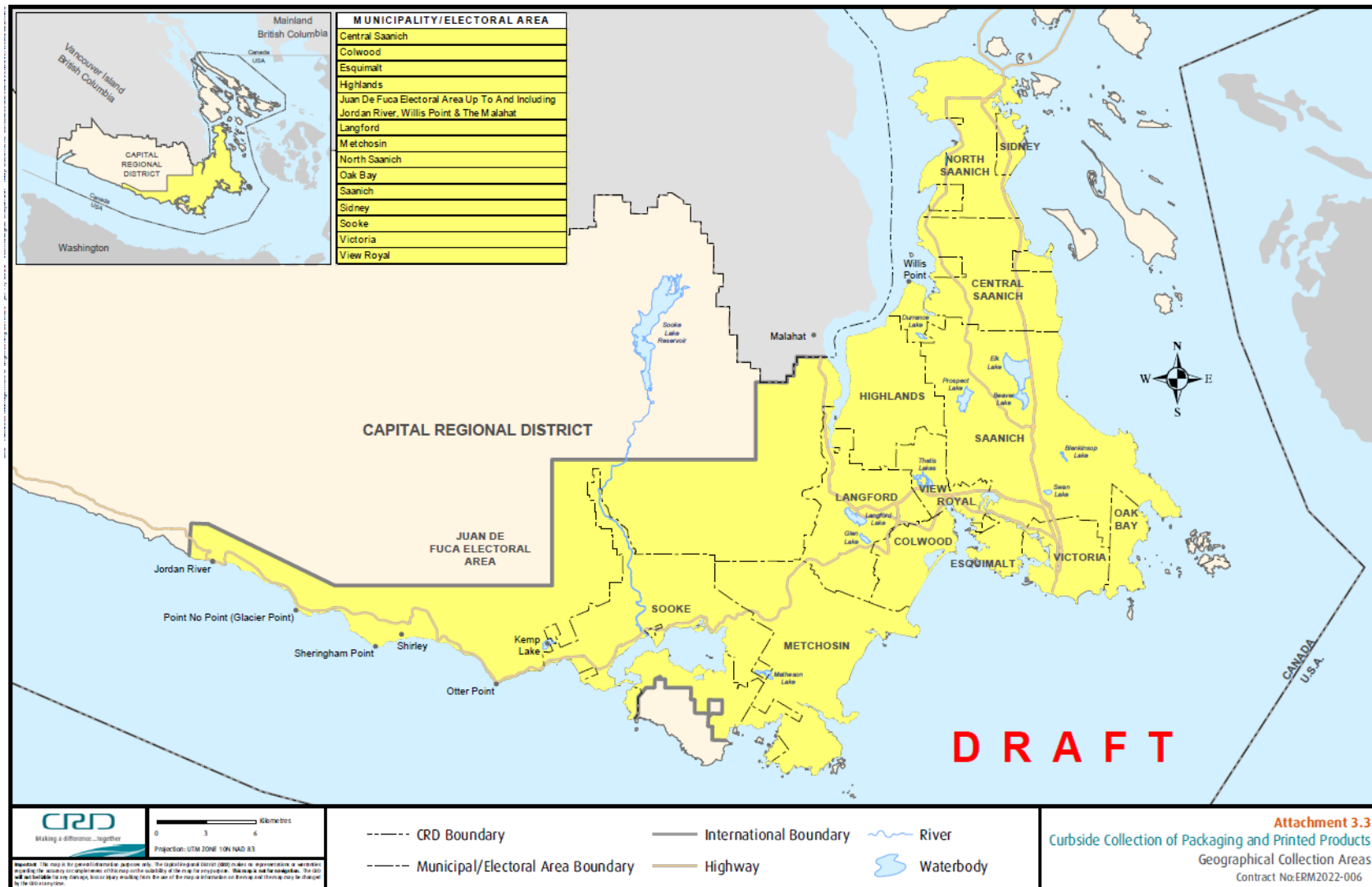
Material Type	Examples of PPP Accepted	Examples of PPP Not Accepted
HDPE Bottles (non-beverage)	Shampoo bottles; milk jugs; spring water containers; bleach containers; vinegar containers; windshield washer fluid containers; pill bottles	
HDPE Jars	Personal care products; pharmaceuticals, vitamin and supplements containers	
HDPE Pails	Laundry detergent, ice cream pails	Pails for lubricants
HDPE Trays	Single serve meals; deli and bakery items; housewares and hardware products	
HDPE Tubs & Lids	Plastic lids for spreads and dairy containers	
HDPE Planter Pots	Plastic garden pots	
PVC Bottles	Water bottles; travel sized personal and hair care product bottles; household and automotive liquids containers	
PVC Jars	Peanut butter containers	
PVC Trays	Housewares and hardware products	
PVC Tubs & Lids	Plastic lids for some containers	
LDPE Bottles (non-beverage)	Hygienic, cosmetics and hair care containers	
LDPE Jars	Cosmetics containers	
LDPE Tubs & Jars	Plastic lids for spreads and dairy containers	
PP Bottles (non-beverage)	Butter and margarine containers; translucent squeeze bottles; travel sized personal and hair care product bottles	
PP Jars	Cosmetics containers	
PP Clamshells	Hinged containers, e.g. sanitary wipes	
PP Trays	Single serve meals; deli and bakery items; housewares and hardware products	
PP Tubs & Lids	Large yogurt tubs; kitty litter containers; ice cream containers	
PP Cold Drink Cups	Some cold drink cups	
PP Planter Pots	Garden planter pots	
PS Bottles (non-beverage)	Pharmaceuticals, vitamin and supplements containers	

Material Type	Examples of PPP Accepted	Examples of PPP Not Accepted
PS Clamshells (rigid)	Clear clamshell containers such as berry, muffin and sandwich containers	
PS Trays (rigid)	Clear rigid trays used for deli foods	
PS Tubs & Lids (rigid)	Dairy product tubs and lids	
PS Tubs & Lids (high impact)	Single serve yogurt containers	
PS Cold Drink Cups (rigid)	Clear rigid plastic drink cups	
PS Planter Pots	Some garden pots and trays	
Other ¹ Plastic Bottles (non-beverage)	Bottles without a resin code or with resin code #7	
Other Plastic Jars	Jars without a resin code or with resin code #7	
Other Plastic Clamshells	Clamshells without a resin code or with resin code #7	
Other Plastic Trays	Trays without a resin code or with resin code #7	
Other Plastic Tubs & Lids	Tubs and lids without a resin code or with resin code #7	
Other Plastic Cold Drink Cups	Cold drink cups without a resin code or with resin code #7	
Other Plastic Planter Pots	Planter pots without a resin code or with resin code #7	
Category 7 – Metal Packaging		
Steel Cans (non-beverage)	Steel dog food and vegetable cans; metal lids and closures	
Steel Aerosol Cans	Food spray cans; solvent spray cans	
Spiral Wound Cans (steel ends)	Spiral wound containers for frozen juice, chips, cookie dough, coffee, nuts	
Aluminum Cans (non-beverage)	Cat food and other food cans	
Aluminum Aerosol Cans	Air freshener, deodorant and hairspray containers; food spray cans; wax and polish spray cans	
Aluminum Foil and Foil Containers	Foils wrap; pie plates; aluminum food trays	

¹ “Other” plastic packaging is typically: manufactured from a combination of recycled resins; manufactured with a barrier layer; or, lacking a resin code mark.

Material Type	Examples of PPP Accepted	Examples of PPP Not Accepted
Bimetal Containers/Aerosols	Lubricating oil spray cans; insulating foam spray cans; pesticide spray cans	
C – GLASS PACKAGING MATERIAL STREAM		
Category 8 – Glass Packaging		
Clear Glass Bottles and Jars (non-beverage)	Food containers; ketchup bottles; pickle jars; jam and jelly containers; cosmetic jars	
Coloured Glass Bottles and Jars (non-beverage)	Cooking oils; vinegar bottles; cosmetic containers	

ATTACHMENT 3.3: SERVICE AREA MAP



ATTACHMENT 3.4: SERVICE LEVEL FAILURE CREDITS

Contractor will incur the following Service Level Failure Credits on the following Service Level Failures:

#	Service Level Failure	Service Level Failure Credit
1	Collection before or after the times specified in Section 2.8(d), (e), (f) or (g) of this Agreement, except as expressly permitted in writing by CRD.	\$500 per incident (each vehicle on each route is a separate incident)
2	Customer complaints after written notification from CRD to Contractor for failing to replace Containers in designated locations, spilling, not replacing lids, crossing planted areas or similar violations.	\$50 per incident, not to exceed \$5,000 per vehicle per day.
3	Failure to clean-up or collect spilled materials within two (2) hours.	Twice the cost of clean-up incurred by CRD (if CRD performs the clean-up) and \$500 per incident (regardless of who performs the clean-up).
4	Failure to collect a Missed Collection after notification within the times specified in Section 2.8(e).	\$100 per incident to a maximum of \$5,000 per vehicle per day.
5	Missed Collection of a block segment of Customers (excluding collections prevented by inclement weather pursuant to Section 2.8(g) of this Agreement, but not excluding collections prevented by inoperable vehicles). A "block segment" means one side of a street, between cross-streets, not to exceed fifty (50) houses.	\$5,000 per block segment if collection is performed the following collection day; \$10,000 if not collected by the following collection day.
6	Rejection of Customer In-Scope PPP without providing documentation to Customer of the reason for rejection.	\$100 per incident.
7	Failure to provide a required report pursuant to Section 3.4.1 on time.	\$500 per day past deadline.
8	Inaccurate data in a required report pursuant to this Scope of Work.	\$5,000 per incident.
9	Failure to maintain clean, sanitary and properly maintained Containers, vehicles and facilities.	\$50 per incident, up to maximum of \$1,000 per inspection.
10	Failure to meet Customer service answer and on-hold time performance requirements as set out in Section 2.10.3	\$100 per Customer contact.
11	Failure to separate Curbside collection of In-Scope PPP from Customers in Service Area from materials collected outside of the Service Area without prior written approval from CRD.	\$5,000 per route, plus \$4,000 per month until the route is Service Area only or a request for approval has been submitted in writing and has been approved in writing by CRD.
12	Delivery of materials to Designated Post-Collection Service Provider that contain more than 3% by weight of non-PPP Items.	\$5,000 per weigh-scale ticketed load but not to exceed in the aggregate in any year: (i) an amount that is equal to 24 loads at the foregoing Service Level Failure Credit amount, or (ii) the total Fees paid or payable to Contractor in the year, whichever is lower. For the purpose of this Service Level Failure, the " Per Load Amount " will initially be \$5,000, If Contractor

#	Service Level Failure	Service Level Failure Credit
		is required to make one or more payments in respect of this Service Level Failure in respect of any year, the Per Load Amount for the following year will be automatically increased by \$5,000 (to a maximum of \$20,000). If Contractor is not required to make any payments in respect of this Service Level Failure in respect of a particular year, the Per Load Amount for the following year will be reset at \$5,000.
13	A failure to comply with Section 4.6.1 and 4.6.2 of the Agreement or a failure to enact its applicable Business Continuity Plan, on the occurrence of a Labour Disruption.	An equitable reduction in the Fees to reflect the value of any Services not received by CRD plus \$5,000 per day of Labour Disruption.
14	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 Level Failure Credit for this Service Level Failure in respect of any calendar year shall not exceed 24 times the applicable Per Load Amount.
15	Contractor delivers In-Scope PPP to any location, such as a landfill, incinerator or energy recovery facility, other than the Designated Post-Collection Service Provider without the prior written permission of CRD.	\$25,000 per weigh-scale ticketed load.

Procedure for the application of the Service Level Failure Credits shall be as per Recycle BC Procedure attached hereto as Appendix 3.4.1 with respect to the quality of PPP delivered to the Designated Post-Collection Service Provider.

ATTACHMENT 3.4.1: PROCEDURE FOR 3% NON- PACKAGING AND PRINTED PRODUCT SERVICE LEVEL FAILURE CREDIT**Objective**

The Packaging and Printed Product (PPP) Stewardship Plan is designed to divert PPP from disposal. Recycle BC's interest is to increase the quantity of PPP collected, and improve the quality of the PPP collected in order to increase the proportion of PPP collected that is directed to recycling. Focusing the PPP collection system on collection of PPP through resident education and communication will, over time, yield a collection system that is more effective at diverting PPP from disposal and delivers good value to BC residents.

This procedure sets out the process to determine if more than 3% non-PPP is present in collected PPP and the steps that will be implemented should this occur.

Action to Determine the Quantity of Non-PPP in Collected PPP

The quantity of non-PPP in collected PPP will be monitored as part of routine composition audits of PPP set out for collection and PPP received at processing facilities. Recycle BC will supervise all composition audits to determine the quantity of non-PPP in collected PPP. These audits will sort collected materials to identify the types and quantity of non-PPP by weight.

A post-collection service provider may also raise concerns about the quality of PPP received from a collector. If Recycle BC is notified by a post-collection service provider of a possible quality problem, Recycle BC intends to implement a composition audit of the collector's PPP to quantify non-PPP in the collector's collected PPP. If no problem is identified through the audit, no further action will be taken by Recycle BC beyond notification to the collector of the level of non-PPP.

Action if More than 3% Non-PPP are Identified

1. If, as a result of the first composition audit of the collector's PPP, the quantity of non-PPP is identified to be more than 3%, Recycle BC will notify CRD of the results of the composition audit so that the collector can take steps to reduce the quantity of non-PPP.
 - a) The collector will have 120 days to take steps to reduce the quantity of non-PPP.
2. After 120 days, Recycle BC will implement a second composition audit.
 - a) If the quantity of non-PPP is at or below 3% in the second composition audit, no further action will be taken by CRD/Recycle BC beyond notification to the collector of the level on non-PPP.
3. If the quantity of non-PPP remains above 3% in the second composition audit, Recycle BC will ask the collector to develop and implement a remediation plan.
 - a) The collector will, within 90 days, prepare and submit to CRD/Recycle BC for approval a remediation plan designed to reduce the quantity of non-PPP to a level less than 3% by weight.
 - b) Following approval of the remediation plan by CRD/Recycle BC, the collector will implement the plan.
4. After 90 days of remediation plan implementation, Recycle BC will implement a third composition audit.
 - a) If the quantity of non-PPP in the third composition audit is at or below 3%, no further action will be taken by CRD/Recycle BC beyond notification to the collector of the level of non-PPP.

- b) If the quantity of non-PPP in the third composition audit remains above 3% but is declining, the collector will continue to implement the remediation plan to reduce the quantity of non-PPP.
 - c) If the quantity of non-PPP in the third composition audit remain above 3% but is not declining in comparison to the previous composition audits, the collector will continue to implement the remediation plan to reduce the quantity of non-PPP.
5. In the case of b) and c) above, Recycle BC will implement a fourth composition audit after a further 60 days.
- a) If the quantity of non-PPP is at or below 3% in the fourth composition audit, no further action will be taken by Recycle BC beyond notification to the collector of the level of non-PPP.
 - b) If the quantity of non-PPP in the fourth composition audit remains above 3%, MMBC will provide written notice that the next composition audit identifying more than 3% non-PPP may be the basis for applying a service level failure credit. Should Recycle BC implement a service level failure credit, Recycle BC will utilize the data compiled by the sequence of four composition audits to support the decision to apply a service level failure credit.

Service Level Failure Credit Failure for Non-PPP

It is expected that the sequence of the five steps described above would have the effect, in most cases, of service level failure credits not being incurred for approximately the first year of operations.

Attachment 3.4 defines the service level failure as occurring when materials (in a weigh-scale ticketed load) are delivered to a post-collection service provider and contain more than 3% by weight of non-PPP. The amount of the service level failure credit would be determined using the table set out in Attachment 3.4, and all credits under this service level failure will not exceed, in the aggregate, in any year an amount that is equal to 24 loads at the applicable service level failure credit amount, or the total Fees paid or payable to Contractor in the year, whichever is lower.

Collectors can avoid service level failure credits for non-PPP by proactively educating residents about PPP to include in the collection system and non-PPP that should not be included in the collection system. Continuous clear communications will, over time, minimize resident confusion and reduce errors in setting out PPP for collection. Recycle BC will support collectors' efforts to educate residents through its provincial communications strategy.

What is Packaging and Printed Product (PPP)?

PPP is listed in Attachment 3.2 which will be accepted in the PPP collection systems as of May 2014 in the following categories:

- Category 1: Printed Papers
- Category 2: Old Corrugated Cardboard
- Category 3 (a): Other Paper Packaging (containing liquids when sold)
- Category 3 (b): Other Paper Packaging (not containing liquids when sold)
- Category 4: Polyethylene (PE) Film
- Category 5: Polystyrene (PS) Foam Packaging
- Category 6: Other Plastic Packaging
- Category 7: Metal Packaging
- Category 8: Glass Packaging

What is non-PPP?

Non-PPP is defined in each of the Statement of Work for collection services as “anything that is not PPP”.

Non-PPP represents items that are placed by a resident into the PPP collection system in error as a result of misunderstanding or confusion about the scope of the collection program and typically includes:

- Consumer products manufactured from:
 - Paper, some examples of which are paper towelling, paper napkins
 - Metal, some examples of which are hardware, small appliances
 - Plastic, some examples of which are toys, dishware, hoses, plastic cutlery, straws, toner cartridges, single use cameras, CD/DVD cases
 - Glass, some examples of which are dishware, vases, decorative items, mirrors, plate glass
 - Wood, ceramic, crystal, rubber and leather
- Packaging containing hazardous or special waste
- Hardcover and paperback books
- Waxed corrugated cardboard packaging
- Steel gas cylinders
- PETE, PVC, LDPE Stretch and PP Films
- PET-G packaging
- HDPE pails of 25 litres or more
- LDPE cushion packaging
- PS foam peanuts
- PLA and PHA packaging
- Multi-laminated plastic packaging
- Composite packaging
- Wood, ceramic, crystal, rubber and leather packaging.

For clarity, the following items are not included in “non-PPP”:

- PPP listed in Attachment 3.2;
- Schedule 1 of the BC Recycling Regulations beverage containers placed by residents into the PPP collection system; and
- Steel paint cans placed by residents into the PPP collection system.

Difference between percentage of non-PPP and percentage of processing facility residue

When collected PPP is received at a processing facility, the facility utilizes a combination of manual and mechanical systems to separate the different types of PPP into marketable grades and minimize the presence of non-target material in each marketable grade in order to meet market specifications.

The effectiveness of processing facilities in capturing marketable commodities varies, depending on the sorting equipment utilized and the number of staff manually sorting and monitoring quality. Even the most effective sorting systems miss some PPP which then remains in a mixed stream that must be managed through recovery or disposal. Some facilities reprocess processing residues to capture more marketable materials and ultimately reduce the quantity of residue shipped from the facility.

Processing residue includes:

- PPP that is not marketable because of its condition, e.g., packaging that still contains product, PPP contained inside a plastic bag that was not debagged, PPP that is lodged inside another container (e.g. a plastic bottle inside a metal can, plastic liner remaining in boxboard box);
- PPP that was not manually or mechanically sorted and prepared for shipment to a commodity market; and
- Non-PPP items included in the PPP when collected that were manually or mechanically removed.

Data used to set 3% as the threshold for non-PPP in collected PPP

Recycle BC set a threshold of 3% of non-PPP in collected PPP on the basis of three sources of data:

- Composition audits of collected PPP (prior to processing) from three programs where non-PPP was identified as a separate category. Data from these audits suggested non-PPP represented from 2.25% to 3.2% by weight of collected material.
- Composition audits of processing residues that segregated PPP targeted for collection but not captured during processing, PPP not accepted in the collection system and non-PPP. The PPP targeted for collection but not captured during processing represented from 6.24% to 9.73% while the PPP not accepted in the collection system and non-PPP together represented 3.61% to 4.49%. As some of the PPP not accepted in these collection systems will be accepted in Recycle BC's collection system, the non-PPP portion of the 3.61% to 4.49% was likely 3% or less.
- Unrecyclable PPP that may be included in the PPP set out for collection by residents. While unrecyclable PPP is estimated to be from 2.6% to 3.5% of the total quantity of PPP supplied to residents, only a portion of the non-recyclable PPP is likely to be placed into the PPP collection system by residents in error.

PART 4

PAYMENT FOR COLLECTION SERVICES

CAPITAL REGIONAL DISTRICT

REQUEST FOR PROPOSAL
CURBSIDE COLLECTION OF PACKAGING AND PRINTED PAPER

RFP No. ERM2022-006

PART 4 – PAYMENT FOR COLLECTION SERVICES

1. Payment for Collection Services

(a) General

CRD shall pay Contractor, in lawful money of Canada, for the performance of the Agreement, the amounts determined for the Collection Services completed at the unit price submitted for the various items of Collection Services appearing in the Schedule of Prices, hereinafter referred to as the Schedule, subject to the adjustments and conditions provided herein; in the Contract Services Agreement; in the Statement of Collection Services for Collection Services and in the other RFP Documents.

Any Collection Services called for in the Collection Services or shown or implied or necessary for the completion of the Collection Services called for in the Collection Services, which is not specifically listed as a separate item in the Schedule, shall be deemed incidental to the general purpose of the Agreement and no separate payment shall be made on account of any such Collection Services, but the cost of any such Collection Services shall be included in the tendered unit prices or per tonne prices for the various items of Collection Services appearing in the Schedule of Prices.

- (b) Payment for Collection Services performed under this Agreement shall be made to Contractor by CRD on a Unit basis, dollars per household per year to collect Packaging and Printed Products (PPP) and transport it to the Designated Facility.

(c) Method of Payment

At the end of each calendar month and on receipt of an invoice for materials collected and delivered to the Designated Facility, Certificate of Acceptance from the Designated Facility, statutory declaration and on advice from the Manager that the Collection Services have been satisfactorily carried out, CRD will pay Contractor for the Collection Services completed in accordance with the Contract Services Agreement for the month as follows:

- i) Monthly payment will be the:
 - a. total of the number of Households (Units) serviced in the Geographical Collection Area multiplied by one twelfth of the unit price listed in the Schedule of Prices, attached hereto.
- ii) The gross payment amount for each month will be reduced by the Service Level Failure Credits, set out in Attachment 3.4 of Part 3 - Statement of Work, levied against Contractor.

(d) Annual Adjustments

Prices per Household and Number of Households

There shall be no annual or any adjustments to the unit price tendered for the term of the Contract. However, the household count of dwellings to be serviced shall be adjusted annually by the CRD beginning in 2025 using addresses and data dwelling unit counts provided by the BC Assessment Authority for the previous year. This data shall be cross referenced with the Contractor's collection routes to ensure only those serviced areas are included. Only multi-unit dwellings with four or less units shall be included. The total dwelling unit count shall be tabulated by the BC Assessment Authority Actual Use Code and by municipality to provide total counts.

CRD may, at its sole discretion, add or delete Households from the Geographical Collection Area during the Term of the Agreement.

Recycle BC is committed to reviewing the financial incentive rates it pays the CRD and other local government residential recycling service providers, under contract to Recycle BC for the collection of PPP. Should Recycle BC resolve to increase its payment rates to the CRD at any point during the term of the Agreement, the per household unit prices payable by the CRD under this Agreement, will be increased at the same time and by the same dollar amount increase to the CRD rates from Recycle BC.

2. Payment Withheld

Upon receipt of a certificate in writing from the Manager stating that, in his opinion, justification exists and stating the basis and the amount of such deduction, CRD may withhold or nullify, on written notice to Contractor specifying the ground or grounds relied on, the whole or part of any progress payment to the extent necessary to protect himself from loss on account of one (1) or more of the following:

- (a) That Contractor has failed to perform the Collection Services in accordance with the Agreement.
- (b) That Contractor is failing to make prompt payments as they become due to Subcontractors or for equipment, labour or supplies.
- (c) That there exist unsatisfied claims for damages caused by Contractor to anyone employed in connection with the Collection Services.
- (d) That Contractor has not submitted a Statutory Declaration for each monthly progress payment in the form required under the Agreement.
- (e) That the Collection Services are interrupted due to strikes, lockouts or any other labour dispute.

Where Subcontractors or suppliers of materials, equipment or labour are not receiving prompt payment, CRD may make payment to such Subcontractors or suppliers directly and deduct the amount of such payments from amounts otherwise due to Contractor.

PART 5

**CONTRACT SERVICES AGREEMENT
(SAMPLE)**

CAPITAL REGIONAL DISTRICT
REQUEST FOR PROPOSALS
CURBSIDE COLLECTION OF PACKAGING AND PRINTED PRODUCTS
RFP No. ERM2022-006
CONTRACT SERVICES AGREEMENT

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1. CRD Policies and Standards
2. Insurance Requirements (Certificates)
3. Performance Security
4. Workers Compensation Board of British Columbia Certificate

CAPITAL REGIONAL DISTRICT
CURBSIDE COLLECTION OF PACKAGING
AND PRINTED PRODUCTS
CONTRACT ERM2022-006

Note: This Contract is a sample only and is subject to negotiation. A Final Contract will reflect actual services, prices and duration proposed by the successful Proponent and accepted by the Capital Regional District subject to Board approval.

Month / Year

Contract Services Agreement

This Contract Agreement (this "Agreement") is entered into as of the ____ day of _____, 20__ (Effective Date")

BETWEEN:

CAPITAL REGIONAL DISTRICT ("OWNER") OR ("CRD")

AND:

XXXXXXXXXXXXXXXXXX ("CONTRACTOR")

RECITALS:

- A. CRD has entered into an Agreement with Recycle BC, the Stewardship Agency responsible for managing Packaging and Printed Products (PPP) under the BC Recycling Regulation, to manage the collection of PPP from Households within the capital region.
- B. CRD called for proposals for the provision of services for RFP No.ERM2022-006, Curbside Collection of Packaging and Printed Products, (the "**Program**"), and Contractor in reply submitted a proposal dated {DATE}.
- C. CRD has agreed to engage Contractor and Contractor has agreed to provide the services described in Part 3 – SOW for Collection Services (the "**Services**") to CRD in respect of the Program on the terms and conditions set out in this Agreement.

In consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CRD and Contractor agree as follows:

1. Contractor shall:

- i) Be and assume the responsibilities of the Prime Contractor as defined in the Workers' Compensation Act of the Province of British Columbia, and note this fact on the Notice of Project submitted to WorkSafeBC, and comply with the provisions and amendments thereto of the Workers' Compensation Act of the Province of British Columbia, the WorkSafeBC Occupational Health and Safety Regulation and all other applicable federal, provincial, regional, and municipal enactments, laws, regulations, ordinances, codes, policies and procedures.
- ii) Provide all necessary labour, supervision and equipment and perform all work, and fulfill everything as set forth and in strict accordance with the Contract Documents and Addenda numbered _____ for the project entitled "Curbside Collection of Packaging and Printed Products," Contract ERM2022-006.
- iii) Commence the Work specified in the SOW of the Contract at 5:30 am PST on 01 January 2024 and continue with the work of the Contract for a period of six (6) consecutive years until 10:00 pm PST 31 December 2029.

2. The Owner will pay to Contractor as full compensation for the performance and fulfilment of this Contract, the sum or sums of money specified in Part 4 – Payment for Collection Services in the manner and at the times specified in the Agreement Documents.
3. The Request for Proposals, Instructions to Proponents, executed Form of Proposal, Schedule of Prices, SOW for Collection Services, Payment for Collection Services, Attachments, Appendices and all Addenda incorporated herein, are annexed hereto and form a part of this Agreement as fully to all intents and purposes as though recited in full herein, and the whole shall constitute the Agreement between the parties, and it shall inure to the benefit of and be binding upon them and their successors, executors, administrators and assigns.
4. No implied contract of any kind whatsoever, by or on behalf of the Owner, shall arise or be implied from anything contained in this Agreement or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants and agreements contained herein and made by the parties hereto are and shall be the only contracts, covenants and agreements on which any rights against the Owner may be founded.
5. Subject to Article 3, this Agreement shall supersede all communications, negotiations and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Agreement prior to the execution and delivery hereof.

SECTION 1. INTERPRETATION

1.1 Definitions

In this Agreement, the following terms will have the following meanings:

“Affiliate” means any entity controlled by, controlling, or under common control with a party.

“Agreement” means the executed Contract Services Agreement including all Parts and Attachments of the RFP.

“Applicable Law” means any domestic or foreign law, rule, enactment, statute, subordinate legislation, regulation, bylaw, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive or other requirement of guideline published or in force at any time during the Term which applies to or is otherwise intended to govern or regulate any person (including any party), property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any governmental or regulatory authority.

“Business Day” means any day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia.

“Capital Regional District” or **“CRD”** or **“Owner”** shall include its selected and appointed officers, employees, servants and agents.

“Change” has the meaning set out in Section 2.2.1.

“Change Request” has the meaning set out in Section 2.2.1.

“Change Response” has the meaning set out in Section 2.2.4.

“Confidential Information” means information of or relating to a party (the “Disclosing Party”) that has or will come into the possession or knowledge of the other party (the “Receiving Party”) whether such information is or has been conveyed verbally or in written or other tangible form, and whether such information is acquired directly or indirectly such as in the course of discussion or other investigations by the Receiving Party, that: (a) where CRD is the Disclosing Party, is and information of CRD or relating to its business or affairs including technical, financial and business information, ideas, concepts or know-how, Services performance and Services delivery reporting information, and the terms of this Agreement: and (B) where Contractor is the Disclosing Party, is limited to financial information of Contractor. However, Confidential Information does not include information that: (i) was already known to the receiving Party, without obligation to keep it confidential, at the time of its receipt from the Disclosing Party; or (ii) is or becomes available to the public other than as a result of a breach hereof by the Receiving Party; provided that the foregoing exceptions will not apply with respect to any personal information that is subject to privacy laws.

“Contract” or **“Contract Documents”** or **“Agreement”** means the entire Contract Services Agreement between the Capital Regional District and the Contractor or Contractors selected to provide all or part of the Collection Services in one or more Geographical Collection Areas and, in each case, includes the Request for Proposals comprised of the Instructions to Proponents (Part 1), Form of Proposal (Part 2), Statement of Work (Part 3), Payment for Collection Services (Part 4), Contract Services Agreement (Part 5), Schedules, Appendices, Attachments and Addenda, all as may be modified or amended In accordance with the terms of this RFP.

“Contractor” shall mean the successful Proponent or Proponents and the person who enters into the Contract with the Owner, including its appointed officers, employees, servants and agents.

“CRD Policies and Standards” has the meaning set out in Section 4.2.

“Dispute” has the meaning set out in Section 14.1.

“Effective Date” has the meaning set out on the first page of this Agreement.

“Fees” has the meaning set out in Section 5.1.

“First Year Contract Value” means Proponent's price to be paid by CRD over the first twelve (12) month period of the Contract, including GST.

“Force Majeure” has the meaning set out in Section 15.3.

“Intellectual Property Rights” means inventions, patents, copyrights, trademarks, industrial designs, integrated circuit topography rights, know-how, trade secrets, confidential information, and any other intellectual property rights whether registered or unregistered, and including rights in any application for any of the foregoing.

“Labour Disruption” has the meaning set out in Section 4.6.1.

“Other Contractor” means any person, firm or corporation employed by the Owner other than through the Contractor.

“Owner” means the Capital Regional District (CRD) or the Regional District.

“Packaging and Printed Products” or **“PPP”** has the meaning set out in Part 3 – Statement of Work, Attachment 3.2, as may be updated by CRD pursuant to Section 4.2.

“Recycle BC” means the not-for-profit stewardship agency responsible for the management of Packaging and Printed Products (PPP) to whom CRD is contracted to manage PPP within the Geographical Collection Area.

"Service Commencement Date" means 01 January 2024.

"Service Levels" has the meaning set out in Section 4.4.1.

"Service Level Failure" has the meaning set out in Section 4.4.

"Service Level Failure Credit" has the meaning set out in Part 3 – Statement of Work, Attachment 3.4.

"Services" has the meaning set out in Section 2.1, including the delivery of any Work Product.

"SOW Term" has the meaning set out in Section 3.2.

"Statement of Work" means a statement of work attached hereto or as may from time to time be issued hereunder.

"Subcontractor" means any person engaged by the Contractor or another subcontractor to perform or provide part or parts of the Work intended to be incorporated into the completed Works, but does not include a worker or a person engaged by an architect or Manager.

"Term" has the meaning set out in Section 3.1.

"Work" or **"Works"** means, unless the context otherwise requires, the whole of the work, equipment, labour, matters and things required to be done, furnished, and performed by Contractor under the Contract.

"Work Product" means the deliverables to be created or provided to CRD by Contractor pursuant to any Statement of Work and any data, records, and reports that have been prepared, created, written or recorded in performance of the Services, whether by Contractor, CRD, or Contractor and CRD together.

"Year" means a period of time of twelve (12) consecutive months.

1.2 Interpretation

- 1.2.1 Including - Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation".
- 1.2.2 Technical Terms - Any capitalized term used in this Agreement that is not defined in Section 1.1 or elsewhere in this Agreement will have the generally accepted industry or technical meaning given to such term.
- 1.2.3 Number, Gender, and Persons - In this Agreement, words importing the singular number will include the plural and vice versa, and words importing the use of any gender will include the masculine, feminine and neuter genders and the word "person" will include an individual, a trust, a partnership, a body corporate, an association or other incorporated or unincorporated organization or entity.
- 1.2.4 Headings - The headings in this Agreement are solely for convenience of reference and will not be used for purposes of interpreting or construing the provisions hereof.
- 1.2.5 Currency - Unless otherwise provided for herein, all monetary amounts referred to herein will refer to the lawful money of Canada.
- 1.2.6 Calculation of Time - When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period will be excluded. If the last day of such period is not a Business Day, then the time period in question will end on the first Business Day following such non-Business Day.

- 1.2.7 Legislation References - Any references in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body, including any Applicable Law, will be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

1.3 Attachments

As of the Effective Date, the following Parts form part of this Agreement:

Attachment	Description
Part 1	Instructions to Proponent
Part 2	Form of Proposal
Part 3	Statement of Work for Collection Services
Part 4	Payment for Collection Services

1.4 Priority

In case of any inconsistency or conflict between the provisions of the Contract Documents, the provisions of such documents and addenda thereto will take precedence and govern in the following order:

- a) Contract Services Agreement Between the Owner and Contractor
- b) Statement of Work for Collection Services
- c) Attachments, Appendices, Schedules and Addenda
- d) Form of Proposal
- e) Instructions to Proponents
- f) Invitation to Submit Proposals
- g) All other documents

Neither party to the Contract shall take advantage of any apparent error or omission in the specifications, but the Manager shall be permitted to make such corrections and interpretation as may be necessary for fulfilment of the intent of the Collection Services. Any work not herein specified but which may be fairly implied as included in the Contract, of which the Manager shall be the judge, shall be done or furnished by Contractor at his expense as if such work had been specified.

Any discrepancies, errors or omissions found in the specifications shall immediately be reported to the Manager, who shall promptly correct such error or omission in writing. Any work done after discovery of such discrepancies, errors or omissions shall be done at Contractor's risk.

SECTION 2. SCOPE OF SERVICES

2.1 Services

Contractor will perform the Services set out in the SOW (for Collection Services), and any services that are inherent, necessary, or customarily provided as part of those services (collectively, the "Collection Services"), all in accordance with the terms and conditions of this Agreement when mutually accepted and duly executed by both parties.

2.2 Changes

- 2.2.1 An authorized CRD representative may, at any time and from time to time, request additions, deletions, amendments or any other changes to the SOW (a "Change") by issuing a "Change

Request." For clarity, a Change Request may not solely consist of a request to change the Fees under a SOW; the Fees under a SOW may only be changed under the Change process in this Section 2.2, as agreed by the parties in the executed change order, to reflect, or as a result of, a Change to other rights or obligations under the SOW or as otherwise set out in the SOW.

- 2.2.2 For a Change Request affecting the administration of this Agreement, Contractor will provide an initial response within five (5) Business Days of receipt of a Change Request indicating whether it is, in accordance with Section 2.2.7, able to comply with the Change Request. If Contractor is unable to comply with the Change Request, the parties will, on CRD's request, meet to discuss, in good faith, why Contractor is unable to comply with the Change Request.
- 2.2.3 For any other Change Request, Contractor will provide an initial response within fifteen (15) Business Days of receipt of a Change Request indicating whether it is, in accordance with Section 2.2.7, able to comply with the Change Request. If Contractor is unable to comply with the Change Request, the parties will, on CRD's request, meet to discuss, in good faith, why Contractor is unable to comply with the Change Request.
- 2.2.4 Where Contractor is, in accordance with Section 2.2.7, able to comply with the Change Request, Contractor will provide a further, more detailed, response (a "Change Response") within ten (10) calendar days of providing its initial response, and such Change Response will include details of any costs or other changes required to this Agreement to comply with the Change Request.
- 2.2.5 Contractor may request a Change by delivering a Change Request, together with a Change Response, to CRD.
- 2.2.6 If CRD, in its discretion, accepts the Change Response, an authorized CRD representative will provide Contractor with written approval of CRD's acceptance in the form of an executed change order. If CRD does not accept a Change Response, the parties will, on CRD's request, negotiate in good faith the terms pursuant to which the parties may agree to implement the Change. Contractor will not make any Change to any SOW without CRD's prior written approval.
- 2.2.7 Contractor acknowledges that CRD may be dependent on Contractor for the Services, and Contractor agrees that Contractor will not be entitled to refuse to provide a Change Response under Section 2.2.2 or 2.2.3 unless it is not technically possible for Contractor to carry it out.
- 2.2.8 Contractor will make requested Changes at no additional charge to CRD unless implementing the Change will require Contractor to incur material additional costs, in which case Contractor will deal transparently with CRD, including that Contractor will make available to CRD all supporting information and documentation reasonably requested by CRD that relates to the pricing of the proposed Change.

2.3 Non-Exclusive

This Agreement will not grant Contractor exclusivity of supply unless expressly stated otherwise, with reference to this Section (and in no event will the scope of such exclusivity extend beyond the scope of Services set out in the SOW).

SECTION 3. DURATION

3.1 Term of Agreement

This Agreement will commence on the Effective Date and will continue until 31 December 2029.

3.2 Term of Statement of Work

The Services under the SOW will commence on 01 January 2024, and will continue until 31 December 2029.

SECTION 4. SERVICE STANDARDS

4.1 Performance

Contractor warrants that Contractor will perform, or cause to be performed (including through appropriate supervision and inspection), the Services and otherwise fulfill its obligations hereunder honestly and in good faith, exercising reasonable skill, care and diligence, in accordance with recognized professional and North American industry standards, practices, and methods, in a timely manner and in accordance with the terms and conditions of this Agreement, having regard for the concerns, needs, and interests of residents and the environment.

4.2 Contractor to Comply with CRD Policies and Standards

Contractor will comply at all times with all terms and requirements set out in the policies and standards as such policies and standards may be updated by CRD from time to time, and such other policies and standards that CRD brings to the attention of Contractor from time to time (collectively, "**CRD Policies and Standards**"). Notice of updating of, or new, CRD Policies and Standards may be made by CRD by email to the address set out in Section 15.5 (as such address may be updated pursuant to Section 15.5) and, notwithstanding Section 15.5, such notice will be deemed duly given when so e-mailed, without the need to confirm receipt. If compliance with updated or new CRD Policies and Standards would require a Change and would require Contractor to incur material additional costs, then Contractor may request a Change pursuant to Section 2.2.5 for the implementation of the updated or new CRD Policies and Standards; provided that Contractor must make any such request within thirty (30) days of CRD providing notice of the updated or new CRD Policies and Standards.

4.3 Compliance with Law

Contractor will perform its obligations under this Agreement in a manner that complies with all Applicable Laws, including:

- a) the *British Columbia Employment Standards Act*;
- b) the *Workers' Compensation Act of the Province of British Columbia* and the *Occupational Health and Safety Regulations* thereunder; and
- c) the *Environmental Management Act*.

4.4 Service Levels

4.4.1 Contractor will continuously monitor the Service in order to identify, measure and report and correct problems and to ensure that Contractor is meeting or exceeding the following service levels (the "**Service Levels**");

- a) all Service Levels set out in this Agreement, including in the SOW;
- b) Contractor will, at a minimum, continue to meet the existing Service Levels achieved by current Curbside Collection service provider prior to the start of the Service Commencement Date (but only to the extent they do not conflict with the scope of Service, or the obligations, set out in the SOW); and

- c) all performance levels and measurements for such Service or component that are industry best practices;

provided that, in the event of a conflict between any service levels, the highest service level standard will apply. Contractor will notify CRD in writing immediately if Contractor knows that Contractor has failed, or believes Contractor will fail, to achieve a Service Level.

- 4.4.2 Contractor recognizes that Contractor's failure to meet a Service Level will have a material adverse impact on the business and operations of CRD and that damages resulting from Contractor's failure to meet a Service Level may not be capable of precise determination. As such (and without limiting CRD's rights or remedies), CRD will be entitled to any express remedies for Contractor's failure to meet a Service Level (each such failure a "**Service Level Failure**") that may be set out in Attachment 3.4 or the SOW. Contractor agrees that it is obligated to meet all Service Levels, even if no express remedy for a failure to meet such Service Level is provided in Attachment 3.4 or in a SOW.
- 4.4.3 Upon CRD's request, and in any event at least once per month, CRD will meet with Contractor (which meeting may be in person or by phone as determined by CRD) to review and discuss Contractor's performance level of the Services and Service Levels, and any or contract related issues.

4.5 Contingency Planning

Without limiting Contractor's liability for performance of its obligations under this Agreement, Contractor will implement and maintain throughout the Term such contingency measures as may be appropriate, in CRD's sole discretion (acting reasonably), including a comprehensive business continuity plan (the "**Business Continuity Plan**"), to continue the performance of its obligations under this Agreement under various scenarios including equipment failure, fuel shortage, strike, road closures (including due to weather, construction or otherwise), fire, pandemic, quarantine, and natural disasters. CRD will have the right, upon demand from time to time, to review the Business Continuity Plan. Contractor will update its Business Continuity Plan at least once each year and in the event of any material change in operations or circumstance. Contractor will invoke its Business Continuity Plan where necessary due to any incident or event, including an event of Force Majeure that has the potential to have a material impact on Contractor's ability to provide any material part of the Services for any material period of time, or upon the request of CRD. Without limiting Contractors' obligations under this Agreement, whenever an incident or event that invokes the Business Continuity Plan also impacts other services provided by Contractor, and as a result Contractor is allocating resources or implementing temporary service changes or workarounds, Contractor will treat CRD and the Services no less favourably than any of its other customers, in each case in the allocation of such resources or in the implementation of such temporary service changes or workarounds.

4.6 Labour Disruption

- 4.6.1 Contractor will provide CRD with at least thirty (30) days prior written notice of the expiration of any labour agreement(s) and Contractor will include, with such notice, an assessment of the likelihood of a Labour Disruption (as defined below).
- 4.6.2 In the event that a labour disruption of any kind causes a reduction in Service Levels (a "**Labour Disruption**"), Contractor will inform CRD within four (4) hours by phone and e-mail of the nature and scope of the disruption, as well as Contractor's immediate plans to invoke any or all of its Business Continuity Plan.
- 4.6.3 Without limiting Contractor's obligations under this Agreement, where a Labour Disruption also impacts other services provided by Contractor, and as a result Contractor is allocating resources or implementing temporary service changes or workarounds, Contractor will treat CRD and the Services no less favourably than any other services it provides, or any of its other customers, in the allocation of such resources or in the implementation of such temporary service changes or

workarounds (for example, if Contractor provides collection Services hereunder and other collection services, and Contractor proposed to provide temporary drop-off sites in respect of its other collection services, then Contractor will also provide such sites in respect of the Services hereunder).

- 4.6.4 CRD will have the right to make an equitable reduction to any Fees to reflect the value of any Services not received by CRD due to a Labour Disruption.
- 4.6.5 In the event that a Labour Disruption lasts more than seven (7) days, and for so long as the Labour Disruption continues, CRD will have the right to terminate this Agreement for cause, immediately upon delivery of written notice of termination by CRD to Contractor.

4.7 CRD Right to Correct Deficiencies

Upon failure of Contractor to perform the Work in accordance with the Agreement, CRD may, without notice and without prejudice to any other remedy he may have, correct such deficiencies. The cost of work performed by CRD in correcting deficiencies shall be paid by Contractor or may be deducted from monies payable to Contractor.

SECTION 5. PAYMENT

5.1 Fees

In consideration of the complete and proper fulfillment of Contractor's obligations in accordance with the terms and conditions of this Agreement, CRD will pay Contractor the amounts set forth in any SOW the fees as set out in Part 4 – Payment for Collection Services (the "**Fees**"). Except as expressly set out in a SOW, there will be no other amounts payable by CRD to Contractor in respect of the Services or this Agreement, including any amounts for expenses or costs of travel, personnel, fuel, equipment or facilities relating to the Services or this Agreement.

5.2. Set-Off

CRD may set-off and deduct from any amounts payable to Contractor: (a) any amounts owing by Contractor to CRD pursuant to this Agreement or any other agreement between Contractor and CRD, including any Service Level Failure Credits; and (b) any costs incurred by CRD in collecting any amounts owing by Contractor to CRD pursuant to this Agreement or any other agreement between the parties. The failure by CRD to set-off or deduct any amount from an invoiced payment will not constitute a waiver of CRD's right to set-off, deduct or collect such amount.

5.3 Invoicing

- 5.3.1 Submission of Claim - Unless otherwise set out in the SOW, Contractor will submit claims using CRD claims reporting portal, or through such other method as CRD may designate. CRD will review submitted claims and will issue a purchase order to Contractor for valid approved claims.
- 5.3.2 Generation of Invoice - After receipt of a purchase order from CRD, Contractor will invoice CRD for the validated claim, with reference to the issued purchase order; provided that CRD 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 CRD, Contractor will invoice CRD using the contact information provided by CRD for such purpose (as may be updated by CRD from time to time).
- 5.3.3 Late Submission - Contractor must submit all claims within thirty (30) days of the performance of the applicable Services, and all invoices (where required to be submitted by CRD) within thirty (30) days of the purchase order date. In no event will CRD be liable for payment of any claim submitted

more than ninety (90) days after the performance of the applicable Services, or payment of any invoice submitted more than ninety (90) days after the purchase order date.

- 5.3.4 Statutory Declarations - Contractor shall, prior to receiving payment on each progress certificate, provide to CRD a Statutory Declaration, in a form approved by CRD, stating that "all employees, subcontractors and suppliers used in connection with the Work have been fully paid and satisfied by Contractor, and that all fees and assessments have been paid or are in good standing, and that there is no claim outstanding or pending in respect of the Work carried out and that no lien has been filed against CRD's lands or against any materials or equipment for Work done under the Contract."

5.4 Taxes

Except where otherwise noted, the Fees exclude goods and services taxes (GST) that may be lawfully imposed upon the Services where Contractor clearly and separately itemizes such taxes on Contractor's invoice to CRD. CRD will pay and Contractor will remit such taxes to the appropriate taxing authority. On request, Contractor will provide reasonable assistance to CRD to challenge the validity of any tax imposed on it due to this Agreement. If it is determined that CRD paid Contractor an amount for tax that was not due, Contractor will refund the amount (plus any interest earned on it) to CRD. The parties will cooperate with each other to enable each party to determine its tax liabilities accurately and to reduce such liabilities to the extent permitted by Applicable Law.

5.5 Withholding Taxes

CRD may deduct or withhold from any payment(s) made to Contractor any amount that CRD is required to deduct or withhold in accordance with Applicable Law, including administrative practice ("**Withheld Taxes**") and will remit such Withheld Taxes to the appropriate taxing authority in a timely manner. All such Withheld Taxes will be treated as having been paid to Contractor by CRD.

5.6 Payment

Subject to the terms and conditions of this Agreement, CRD will pay Contractor, via electronic funds transfer or by cheque, the undisputed Fees for the Services as set out in Part 4 – Payment for Collection Services within thirty (30) days of the invoice date. Contractor will provide CRD with complete and accurate billing and contact information, including all information required by CRD to effect electronic funds transfers and a billing email address to which CRD may send submission reports and purchase orders. Contractor will promptly provide CRD with any updates to such billing and contact information.

5.7 No Volume Commitment

Notwithstanding anything to the contrary in the Agreement, Contractor acknowledges that CRD makes no representation or warranty as to the nature, timing, quality, quantity or volume of Services required from Contractor under this Agreement or the compensation that may be earned by Contractor, including as to any amounts of materials to be collected or managed through post-collection services by a Contractor.

SECTION 6. PERSONNEL

6.1 Suitable Personnel

Upon CRD's request, Contractor will promptly investigate any written complaint from CRD regarding any unsatisfactory performance by any of Contractor's personnel (including employees of a Contractor or agent) and take immediate corrective action. If the offending conduct is repeated, and Contractor is not restricted by a collective agreement from doing so, CRD may require that such person be removed from all performance of additional work for CRD. Removal of such person will be addressed by Contractor immediately.

6.2 Key Personnel

Contractor must (a) employ those people described as key personnel ("**Key Personnel**") and ensure that the Key Personnel maintain those roles; not replace any Key Personnel without CRD's prior informed consent unless the person: (i) dies, becomes ill or incapacitated so as to be unable to perform their role; (ii) is terminated for cause or just cause; or (iii) resigns from Contractor's employment (other than to be employed by an associated entity of Contractor); and (c) ensure that any people replacing Key Personnel with the consent of CRD, have at least equivalent ability, experience and expertise as the Key Personnel replaced.

6.3 Subcontracting

Contractor will not delegate or subcontract all or any part of Contractor's obligations under this Agreement to anyone without the prior written consent of CRD (not to be unreasonably withheld), including that CRD's prior written consent is required by Contractor to continue to delegate or subcontract to a person following a change in control (including a sale of all or substantially all assets) of such person. The delegation or subcontracting of all or any part of Contractor's obligations under this Agreement will not relieve Contractor from any obligation or liability hereunder. Any breach of this Agreement by any delegate or Contractor will be deemed to be a breach of this Agreement by Contractor.

SECTION 7. REPORTING AND AUDIT

7.1 Record Keeping

During the Term and thereafter until the later of three (3) years (or such longer period as may be required by Applicable Law) or the date all disputes or other matters relating to this Agreement are resolved, Contractor will keep and maintain complete and accurate data, records, and documents in accordance with generally accepted accounting principles consistently applied to support and document all claims and amounts becoming payable to Contractor by CRD hereunder, and all data, records, and documents relating to the performance of the Services, and compliance with Contractor's obligations under this Agreement.

7.2 Reporting

In addition to any other reporting obligations under this Agreement, Contractor will provide the following reporting to CRD:

- a) at least every two (2) weeks (or such other period as may be set out in a SOW), Contractor will report, through CRD's claims reporting portal, or through such other method as CRD may designate, the reporting information set out in the applicable SOW for Services performed. Such reporting may include applicable sites; amount, type, or weight of materials; and service dates;
- b) upon such frequency as CRD may request (but not more frequently than monthly), reports pertaining to the performance of the Services and Contractor's other obligations under this Agreement reasonably sufficient to permit CRD to monitor and manage Contractor's performance; and
- c) such additional reports as CRD may reasonably identify from time to time to be generated and delivered by Contractor on an ad hoc or periodic basis.

7.3 Audit

- 7.3.1 Without limiting any other audit right, during the Term and for the period Contractor is required to comply with Section 7.1, CRD (or its audit representative) will have the right upon reasonable prior written notice to audit and inspect: (a) any site, facility, vehicle, or equipment relating to the performance of the Services; and (b) all data, records, documentation and other information of Contractor relating to this Agreement or the Services, in order to verify Contractor's performance and compliance with its obligations under this Agreement, including that CRD (or its audit

representative) may conduct a financial audit to verify the amounts paid or payable by CRD hereunder. If any audit reveals that CRD has been overbilled, Contractor will reimburse the overcharged amount to CRD with interest at prime plus 1%. If the overbilled amount exceeds five percent of the total amounts charged during the time period audited, Contractor will bear all of CRD's costs in relation to such audit.

- 7.3.2 Without limiting any other audit right, during the Term and for the period Contractor is required to comply with Section 7.1, Contractor will make the data, records, and documents retained pursuant to Section 7.1 available for inspection or audit by CRD (or its audit representative) upon CRD's request.
- 7.3.3 Without limiting any other audit right, during the Term CRD (or its audit representative) may conduct composition studies, without notice, of any materials collected, transported, processed, or otherwise handled under this Agreement, at any stage of the Services and regardless of the location of such materials.
- 7.3.4 Contractor will co-operate with and provide to CRD (or its audit representative) such reasonable assistance as they require in order to exercise the rights set out in this Section 7.3. Contractor will ensure that it has agreements in place with all Subcontractors to enable CRD (or its audit representative) to directly exercise the audit rights under this Section 7.3 in respect of such Subcontractor.

SECTION 8. REPRESENTATIONS AND WARRANTIES

8.1 Contractor Representations and Warranties

Contractor represents and warrants to and covenants with CRD that:

- a) it is duly incorporated, validly existing, and in good standing under the laws of its jurisdiction of incorporation, and is duly qualified to do business in all jurisdictions in which qualification is necessary in order to transact its business and perform its obligations set out in this Agreement;
- b) it has full power, authority and right to execute and deliver this Agreement, to make the representations, warranties and covenants set out herein, and to perform its obligations under this Agreement in accordance with its terms. This Agreement has been validly executed by an authorized representative of Contractor, and constitutes a valid and legally binding and enforceable obligation of Contractor;
- c) it has and will, at its own expense, procure all permits, certificates and licences required by Applicable Law for the performance of the Services;
- d) the representations, warranties, covenants, claims, inducements and agreements made by Contractor in Contractor's written response to any procurement process related to the Services or this Agreement are true and correct as of the Effective Date, including those in any proposal submitted in response to a request for proposals and any statements or claims in any completed and submitted questionnaire in response to any offer of a collection financial incentive; and
- e) it has not given and will not give commissions, payments, kickbacks, gifts, lavish or extensive entertainment or other inducements of more than minimal value to any employee or agent of CRD in connection with this Agreement and, to the best of its knowledge, no officer, director, employee, agent or representative of Contractor has given any such commissions, payments, kickbacks, gifts, entertainment or other inducements to any employee or agent of CRD.

SECTION 9. CONFIDENTIALITY

9.1 Confidentiality Covenant

The Receiving Party will: (i) take all measures reasonably required to maintain the confidentiality and security of the Confidential Information of the Disclosing Party; (ii) not use or reproduce Confidential Information for any purpose, other than as reasonably required to exercise or perform its rights or obligations under this Agreement; (iii) not disclose any Confidential Information other than to employees, agents or Subcontractors of the Receiving Party ("**Representatives**") to the extent, and only to the extent, they have a need to know the Confidential Information in order for Receiving Party to exercise its rights or perform its obligations under this Agreement and who are bound by a legal obligation to protect the received Confidential Information from unauthorized use or disclosure; and (iv) be responsible for any breach of this Agreement by any of its Representatives.

9.2 Legal Requirement

Notwithstanding Section 9.1, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by Applicable Law, provided that, unless prohibited by Applicable Law, the Receiving Party gives the Disclosing Party an opportunity to oppose the disclosure or to seek a protective order protecting such Confidential Information prior to any such disclosure.

9.3 Return of Confidential Information

Upon expiry or termination of this Agreement, or upon request by the Disclosing Party, the Receiving Party will return to the Disclosing Party, or irrecoverably destroy, any Confidential Information of the Disclosing Party.

9.4 Privacy Laws

Contractor will not access, collect, use, disclose, dispose of or otherwise handle information of or about individuals that is subject to Applicable Laws relating to *Freedom of Information and Protection of Privacy Act* ("**Privacy Laws**") in the performance of its obligations under this Agreement, except: (a) to the extent necessary to perform the Service; (b) in accordance with all Privacy Laws; and (b) in a manner that enables CRD to comply with all Privacy Laws, including that Contractor will obtain appropriate consents from the applicable individuals to allow Contractor and CRD to exercise their rights and to perform their obligations under this Agreement as they relate to such information. Unless prohibited by Applicable Law, Contractor will immediately notify CRD of any demand, or request by a third party (including any government or a regulatory authority) for the disclosure of any information of CRD that is subject to Privacy Laws, and, to the maximum extent permitted by law, will oppose, seek judicial relief of and appeal any such demand or request. Contractor will immediately notify CRD if Contractor becomes aware that Contractor has failed to comply with Privacy Laws in connection with the performance of this Agreement.

SECTION 10. PROPRIETARY RIGHTS

10.1 Ownership

Except as otherwise specifically provided in this Agreement, or as otherwise agreed to by the parties in writing, the Work Product, together with any Intellectual Property Rights therein will be owned by CRD; accordingly, Contractor will assign and hereby assigns to CRD all rights, title and interest it may have from time to time in the Work Products effective upon creation. During the Term, Contractor will have a non-exclusive, non-transferable licence to use the Work Products for the sole purpose of providing and completing the Services. Contractor will obtain from all individuals involved in the development of the Work Product an express and irrevocable waiver in favour of CRD, its successors and assigns of any and all moral rights arising under the *Copyright Act* (Canada) as amended (or any successor legislation of similar force and effect) or under similar legislation in other jurisdictions or at common law that Contractor or such individuals, as authors, have with respect to the Work Products.

SECTION 11. INDEMNITY

11.1 Indemnity

Contractor will indemnify and save harmless CRD, Recycle BC, its Affiliates, and their respective directors, officers, Subcontractors, employees, volunteers, and agents from and against any and all manner of actions or causes of actions, damages, costs, losses or expenses of whatever kind (including related legal fees on a solicitor and client basis) which may be sustained or incurred by reason of or directly or indirectly arising out of any act or omission of Contractor or any person for whom Contractor is, at law or under this Agreement, responsible, in relation to the Services or this Agreement, including without limitation arising out of any (i) breach of this Agreement; (ii) damages to persons or property, personal injury or death; (iii) breach of Applicable Law; (iv) spill, leak, contamination, or other environmental damage; or (v) infringement, violation or misappropriation of any third party's right, including any Intellectual Property Right.

11.2 Available Remedies

If Contractor sustains damage in the course of performing the Services that is caused by another Contractor of CRD with whom Contractor is obligated under this Agreement to interact with directly (an "Other Service Provider"), CRD will, upon Contractor's reasonable and good faith request, use commercially reasonable efforts to exercise, for Contractor's benefit, such contractual remedies of indemnification or receipt of Service Level Failure Credits as CRD may have with the Other Service Provider that apply to the damage sustained by Contractor and the event which caused the damage; provided that Contractor: (i) has first used reasonable efforts to address the damage directly with the Other Service Provider, including exercising direct remedies Contractor may have under Applicable Law, contract or otherwise; and (ii) will have a duty to mitigate its damages.

SECTION 12. INSURANCE, PERFORMANCE SECURITY, AND WORKERS' COMPENSATION INSURANCE

12.1 Insurance

During the Term and for any additional period following the end of the Term set out in in Section 3.1, Contractor will have and maintain in force in Canada, and will cause its Subcontractors to have and maintain in force in Canada, at a minimum, the insurance coverages set out in Attachment 0.2, and Contractor will (and will cause its Subcontractors to) otherwise comply with the provisions of Attachment 0.2. Failure to secure such insurance coverage, or the failure to comply fully with any of Attachment 0.2 will be deemed to be a material breach of this Agreement. None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Contractor are intended to and will not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

12.2 Performance Security

- 12.2.1 Contractor represents and warrants that it has delivered, or caused to be delivered, to CRD, on or before the Agreement Effective Date, an irrevocable letter of credit in the amount of Twenty Five Percent (25%) of the First Year Contract Value ("Performance Security"). The Performance Security will be in the form of Attachment 0.3 (or in such other form acceptable to CRD, in CRD's discretion). The Performance Security must be issued by a Canadian chartered bank acceptable to CRD and must be callable at such bank's counters in Victoria, British Columbia. Contractor will maintain the Performance Security for the duration of this Agreement Term.
- 12.2.2 CRD will be entitled to draw on the Performance Security and retain the proceeds, from time to time, in amounts specified, and upon the occurrence of any of the circumstances specified, below:

- a) in full, in the event of an election by CRD pursuant to Section 13.2 of the Agreement to terminate the Agreement (and CRD may draw on the Performance Security prior to such termination taking effect);
 - b) for the amount owed, in the event that any amounts owed from Contractor to CRD under the Agreement become past due (this provision will in no way give Contractor the right to not pay any amounts due to CRD, when they become due, by reliance on this provision as an alternative means of payment); or
 - c) in full, in any other event described in this Agreement as allowing CRD to draw on the Performance Security.
- 12.2.3 Contractor acknowledges and agrees that the occurrence of any of the circumstances in Section 12.2.2 would expose CRD to damages, the precise amount of which would be extremely difficult to calculate. As such, Contractor acknowledges and agrees that any amounts drawn on the Performance Security by CRD will be non-exclusive liquidated damages. Contractor acknowledges and agrees that such non-exclusive liquidated damages are not a penalty but represent a genuine and reasonable pre-estimate of the damages that CRD will suffer as a result of the occurrence of any of the circumstances in Section 12.2.2. Contractor acknowledges and agrees that liquidated damages may only be partial compensation for the damage that may be suffered by CRD and that any drawing on the Performance Security by CRD is without prejudice to any entitlement CRD may have to damages or other remedies under this Agreement, at law or in equity.
- 12.2.4 CRD will not be entitled to draw on the Performance Security except in accordance with this Section 12.2. CRD will not be required to give any prior notice to Contractor of its intention to draw on the Performance Security. CRD's entitlement to draw on the Performance Security will not be conditional on proof of the damages or anticipated damages suffered by CRD or proof of costs incurred by CRD. If Contractor provides notice to CRD that Contractor disputes CRD's right to draw on the Performance Security and to retain the proceeds, CRD will nonetheless be entitled to draw on the Performance Security (but in the event that such dispute is resolved in Contractor's favour, in accordance with the Agreement, CRD will remain liable to repay such improperly drawn amounts).
- 12.2.5 Upon CRD's request, not more than once per twelve (12) month period, Contractor will deliver, or cause to be delivered, to CRD a replacement Performance Security (subject to all of the same requirements as the prior the Performance Security) in an increased new amount equal to the sum of the amounts paid or payable by CRD to Contractor pursuant to Section 5 in the three months immediately prior to the date of CRD's request.
- 12.2.6 This Section 12.2 will survive the expiration or termination of this Agreement, regardless of the reasons for its expiration or termination.

12.3 Workers' Compensation Insurance

Prior to commencing the work and prior to receiving payment on completion of the work, Contractor shall provide evidence of compliance with the requirements of the *Workers' Compensation Act* of the Province of British Columbia, including payments due thereunder.

At any time during the term of the Contract, when requested by CRD, Contractor shall provide such evidence of compliance by itself and its subcontractors, as set out in Attachment 0.4.

SECTION 13. TERMINATION

13.1 Termination for Convenience

Either party may, at any time and without cause, terminate this Agreement for convenience upon giving the other party one-hundred and eighty (180) days' prior written notice (or such shorter amount of notice if agreed in writing by the other party). Upon receipt of a notice of termination by either party, Contractor will

commence the orderly wind down of the Services contracted hereunder, prepare its statement of account on the basis of the effective date specified in the notice, and immediately return all Work Product to CRD, whether completed or not.

13.2 Termination by CRD for Cause

CRD may elect to terminate this Agreement by providing written notice of such termination, effective immediately or at such other time set out in the notice of termination, to Contractor in the event that:

- a) Contractor becomes subject to proceedings in bankruptcy or insolvency, voluntarily or involuntarily, if a receiver is appointed with or without Contractor's consent, if Contractor assigns its property to its creditors or performs any other act of bankruptcy or if the other party becomes insolvent and cannot pay its debts when they are due;
- b) Contractor commits a material breach of this Agreement and does not cure such breach within thirty (30) days of receipt of notice thereof from CRD;
- c) Contractor fails to provide all or a material portion of the Services for a consecutive period of more than seven (7) days;
- d) Contractor's performance creates a hazard to public health or safety or to the environment;
- e) Contractor is assessed Service Level Failure Credits in excess of ten thousand dollars (\$10,000) during any rolling six month period; or
- f) any other termination right described in this Agreement is triggered.

13.3 Termination by Contractor for Cause

Contractor may elect to terminate this Agreement by providing written notice of such termination, effective immediately, to CRD in the event that CRD fails to pay undisputed Fees, as they become due, in an amount that exceeds the aggregate Fees invoiced by Contractor under the three (3) most recent prior monthly consolidated invoices issued by Contractor and CRD does not cure such non-payment within sixty (60) days of receipt of notice thereof from Contractor.

13.4 Change in Applicable Law

CRD may elect to terminate this Agreement by providing written notice of such termination, effective immediately or at such other time set out in the notice of termination, to Contractor in the event that there is a material change in Applicable Law applicable to CRD or the Services, including if there is a material change to an approved plan under the *Recycling Regulation* of the *Environmental Management Act* (British Columbia) or if any new plan (whether submitted by CRD or any other person) is approved thereunder.

13.5 Disruption of Service

The parties expressly agree that the failure or inability of Contractor to perform its obligations under this Agreement will constitute a breach hereunder, and that any costs and expenses reasonably incurred by CRD for any replacement services as a result of such a failure or inability will be considered direct damages hereunder.

13.6 Termination Assistance

Upon termination or expiration of this Agreement, Contractor will continue to provide Services hereunder and will make reasonable efforts to cooperate and assist, according to mutually agreeable terms and conditions, to ensure that there is an orderly transfer of the Services required by CRD pursuant to this Agreement.

13.7 Survival

The following sections will survive the expiration or termination of this Agreement, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive: SECTION 9 (Confidentiality), SECTION 11 (Indemnity), SECTION 12 (Insurance and Performance Bond), SECTION 14 (Dispute Resolution) and SECTION 15 (General Provisions) in their entirety, and Sections 7.1, 7.3, 10.1, 13.6, and 13.7. The expiry or termination of this Agreement will not affect the rights of any party to make a claim for damages arising from a breach of any provision of this Agreement which occurred prior to such expiry or termination.

SECTION 14. DISPUTE RESOLUTION

14.1 Disputes

Any dispute that touches upon the validity, construction, meaning, performance or effect of this Agreement or the rights or liabilities of the parties or any matter arising out of, or in connection with this Agreement (a "**Dispute**"), between CRD and Contractor will be addressed as follows:

- a) The parties will first attempt to resolve the Dispute through representatives from each of CRD and Contractor who work most closely with each other on related matters, within fifteen (15) days after written notice of the Dispute was first given, or as otherwise agreed upon.
- b) If the Dispute is not resolved at the first stage, either party may escalate the Dispute to CRD Manager and Contractor representatives, who will meet and work together in good faith to attempt to resolve the Dispute within a further fifteen (15) days, or as otherwise agreed upon.
- c) If the Dispute is not resolved through the discussion above within the time period set out above, then either party may escalate the Dispute to non-binding third party mediation. The mediation will take place at a time and place mutually agreed by the parties and will be led by a third-party facilitator jointly selected by the parties (who, unless otherwise mutually agreed by the parties, will be an individual accredited to provide such services). If the Dispute remains unresolved within forty-five (45) days from the point at which a party escalated the Dispute to non-binding third party mediation, either party may escalate the Dispute by delivering a written notice to the other party referring the matter to binding arbitration.
- d) If the parties are unable to resolve the Dispute within the above period, unless otherwise mutually agreed by the parties in writing, the Dispute will be conclusively settled by means of private and confidential binding arbitration, to the exclusion of courts of law. The arbitration will take place before a single arbitrator in Victoria, BC in the English language and will otherwise be undertaken under the auspices and rules of the British Columbia Arbitration & Mediation Institute. The decision of the arbitrator will be final and binding on the parties and will not be subject to appeal on any grounds whatsoever, and will be enforceable against CRD and Contractor as the case may be. The parties will mutually agree on an arbitrator, where the parties are unable to mutually agree on an arbitrator, the arbitrator will be determined pursuant to the rules of the British Columbia Arbitration & Mediation Institute.
- e) Notwithstanding anything to the contrary in this Section 14.1; either party may start litigation proceedings in a court of law at any time for an application for a temporary restraining order or other form of injunctive relief or each party hereby attorns to the nonexclusive jurisdiction of the courts of the province of British Columbia for such purpose.
- f) The cost of Mediation or Arbitration will be equally shared by CRD and Contractor.

SECTION 15. GENERAL PROVISIONS

15.1 Relationship of the Parties

It is acknowledged by the parties hereto that Contractor is being retained by CRD in the capacity of independent Contractor and not as an employee of CRD. Contractor and CRD acknowledge and agree that this Agreement does not create a partnership, joint venture, agency, or other special relationship between them. Except as may be specified in writing, neither party will have the power to obligate or bind the other party. Personnel supplied by Contractor will work exclusively for Contractor and will not for any purpose be considered employees or agents of CRD.

15.2 Assignment

This Agreement may not be assigned by either party in whole or in part, without the other party's prior written consent, except that CRD may assign this Agreement without Contractor's consent to a person with an approved plan under the *Recycling Regulation* under the *Environmental Management Act* (British Columbia), or who otherwise has obligations similar to those of CRD or one or more Producers under any successor regulation or legislation, or to a person as part of a corporate reorganization of CRD. Any attempt by a party to assign all or any part of this Agreement without prior written consent (where such consent is required) is void. Any assignment occurring by operation of law such as on a bankruptcy or amalgamation will be deemed to be an assignment and will be subject to this Section.

15.3 Force Majeure

Neither party to this Agreement will be liable to the other party for any failure or delay in fulfilling an obligation hereunder, if said failure or delay is attributable to a fire, act of God, natural disaster, war, riot, civil disturbance, earthquake, flood, or court or governmental order beyond such party's reasonable control ("**Force Majeure**"). The parties agree that the deadline for fulfilling the obligation in question will be extended for a period of time equal to that of the continuance of the Force Majeure. The party to which the Force Majeure applies will use all commercially reasonable efforts to minimize the effect of the Force Majeure on its performance under this Agreement.

15.4 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein without regard to conflicts of law that would apply a different body of law. The parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of British Columbia for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder.

15.5 Notices

All notices, requests, demands or other communications (collectively "**Notices**") given by one party to the other party, will be in writing, in the English language, and will be deemed duly given (i) when delivered by hand; (ii) when sent by facsimile (with receipt confirmed), (iii) except for a notice of termination permitted under this Agreement, by email (with receipt confirmed), (iii), on the designated day of delivery after being given to an express overnight courier with a reliable system for tracking delivery, or (iv) six (6) days after the day of mailing, when mailed by Canada Post, registered or certified mail, return receipt requested and postage prepaid, and addressed as follows:

To Contractor:
Address
Fax No.:
Email:
Attention:

To CRD:

Capital Regional District
625 Fisgard Street
Victoria, BC V8W 2S6

Fax No.: 250-360-3079

Email: rsmith@crd.bc.ca

Attention: Senior Manager, Environmental Resource Management

or to such other address as may be designated by notice given by either party to the other.

15.6 Further Assurances

The parties will do, execute or deliver all such further acts, documents and things as the other party may reasonably require from time to time for the purpose of giving effect to this Agreement and will use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.

15.7 No Publicity

Contractor will not use the name or trademarks of CRD nor make any statement or issue any advertisement, publicity release, press releases to the public or the media with respect to this Agreement or CRD, unless it has obtained CRD's prior written approval, including that Contractor will not disclose or otherwise publicly report on any Service performance metrics (including volumes of material collected or processed).

15.8 Timing

Time will be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement will operate as a waiver of this provision.

15.9 Severability

If any provision, or portion thereof, of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination will not impair or affect the validity, legality or enforceability of the remaining provisions of this Agreement, and each provision, or portion thereof, is hereby declared to be separate, severable and distinct.

15.10 Waiver

A waiver of any provision of this Agreement will only be valid if provided in writing and will only be applicable to the specific incident and occurrence so waived. The failure by either party to insist upon the strict performance of this Agreement, or to exercise any term hereof, will not act as a waiver of any right, promise or term, which will continue in full force and effect.

15.11 Remedies Cumulative

No single or partial exercise of any right or remedy under this Agreement will preclude any other or further exercise of any other right or remedy in this Agreement or as provided at law or in equity. Rights and remedies provided in this Agreement or any SOW are cumulative and not exclusive of any right or remedy provided at law or in equity.

15.12 Amendment

This Agreement may only be amended by written agreement duly executed by authorized representatives of the parties.

15.13 Entire Agreement

This Agreement will constitute the entire agreement between the parties with respect to the subject matter hereof and will replace all prior promises or understandings, oral or written. There is no representation, warranty, collateral term or condition or collateral agreement affecting this Agreement, other than as expressed in writing in this Agreement.

15.14 Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such party.

(Signature page follows.)

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the Effective Date.

CAPITAL REGIONAL DISTRICT**SUBCONTRACTOR**

Per: _____
(I have authority to bind CRD)

Per: _____
(I have authority to bind Contractor)

Name: _____
(Please Print)

Name: _____
(Please Print)

Title: _____

Title: _____

Per: _____
(I have authority to bind CRD)

Per: _____
(I have authority to bind Contractor)

Name: _____
(Please Print)

Name: _____
(Please Print)

Title: _____

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 Agreement to CRD, Contractor and the first signatory represent that no additional signatories are required).

ATTACHMENT 1**CRD POLICIES AND STANDARDS****A. Weights And Measurements**

As of the Effective Date the following are CRD Program Policies and Standards:

1. CRD's Weight and Measurement Standards, a copy of which is set out below:

CRD requires that PPP collected, transported and processed be weighed, and that accurate weights be reported to CRD.

Weight is defined by CRD as the following:

Gross Weight means the weight of the truck plus its contents, measured in kilograms unless otherwise noted.

Tare Weight means the weight of the empty truck and any equipment without its contents, measured in kilograms unless otherwise noted.

Net Weight is the weight of the contents of the truck, calculated as Gross Weight minus Tare Weight, measured in kilograms unless otherwise noted.

The above weights will always exclude the weight of the vehicle and any contents other than the PPP collected.

The following equation must always be true.

$$\text{Net Weight} = \text{Gross Weight} - \text{Tare Weight}$$

Measurement Canada has produced a comprehensive guide on taking and recording weights, available at <http://www.ic.gc.ca/eic/site/mc-mc.nsf/eng/lm00205.html>.

Contractor Responsibilities

All loads must be documented in a manner specified by CRD, as amended by CRD from time to time, including a certified scale ticket (Certificate of Acceptance).

B. Service Level Methodology

1. Contractor will measure and record all data reasonably required by CRD to determine Contractor's performance of the Services against the applicable Service Levels. Contractor will retain such records in accordance with Section 7.1 of this Agreement. Upon request, and upon such frequency as CRD may indicate (which may not be more frequently than monthly), Contractor will deliver to CRD a report, in a form and format approved by CRD, setting out details of Contractor's actual performance of the Services as measured against each Service Level during the applicable reporting period.
2. In the event of a Service Level Failure in respect of a Service Level expressly set out in a SOW, Contractor will credit to CRD the applicable Service Level Failure Credit set out in such SOW. Contractor agrees that Service Level Failure Credits compensate CRD in part for the reduced value of the Services actually provided by Contractor (and not as a penalty or exclusive liquidated damages). Contractor agrees that the Service Level Failure Credits are only partial compensation for the damage that may be suffered by CRD as a result of Contractor's failure to meet a Service Level and that payment of any Service Level Failure Credit is without prejudice to any entitlement CRD may have to damages or other remedies under this Agreement, at law or in equity. Service Level Failure Credits will be due regardless of the manner in which the Service Level Failure is identified (including where reported by Contractor or identified by CRD).

ATTACHMENT 2**INSURANCE REQUIREMENTS**

1. **Insurance Coverage.** The insurance coverage required pursuant to Section 12.1 of the main body of the Agreement is as follows:
 - a) Comprehensive General Liability coverage with limits of not less than five million dollars (\$5,000,000) per occurrence with a deductible not exceeding one hundred thousand dollars (\$100,000) per occurrence, or, where Contractor is a local government, Contractor may self-insure for equivalent or better coverage (in which case Contractor will respond to all claims, actions, demands, expenses and losses by whomsoever made in the same manner as if commercial comprehensive general liability insurance was purchased for same and as if CRD were included in such policy as an additional insured);
 - b) Contractor will seek advice and obtain any necessary environmental impairment liability insurance or other such policy as may be recommended by their insurance broker or legal counsel to adequately protect against risks of environmental liability, with typical environmental impairment liability insurance for the Services having a limit of not less than one million dollars (\$1,000,000) per occurrence with a deductible not greater than one hundred thousand dollars (\$100,000) (for clarity, neither the amount nor type of environmental impairment liability insurance obtained by Contractor will in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement);
 - c) Workers' Compensation Insurance or Workplace Safety & Insurance coverage with the applicable Provincial (including in all cases British Columbia) or Territorial Workplace Safety & Insurance Board or Employer's Liability Insurance or both with limits as required by Applicable Law covering all Contractor personnel; and
 - d) Such other insurance coverage as may be required.
2. **Requirements for Insurer.** All insurers must be reputable and financially creditworthy insurers with an A.M. Best financial strength rating of "A-" or higher (or equivalent rating by a similar agency, in CRD's sole discretion).
3. **CRD and Recycle BC as Additional Insureds.** Contractor will add CRD and Recycle BC as additional insureds on its Commercial General Liability policy with the following language: "Capital Regional District and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insureds for Comprehensive General Liability. Such coverage is primary and non-contributing."
4. **Evidence of Insurance.** Contractor will cause its insurers to issue to CRD certificates of insurance on the Effective Date, and once each calendar year thereafter, evidencing that the coverages and policy endorsements required under this Agreement are maintained in force.
5. **Changes to Insurance Coverage.** Contractor will not reduce any insurance coverage below the requirements set out in this Schedule without CRD's prior written consent. Contractor will provide not less than thirty (30) days' notice to CRD prior to any material change to its insurance coverage or to its insurer.
6. **Coverage Details.** The insurance coverages under which CRD is named as additional insured will be primary, and all coverage will be non-contributing with respect to any other insurance or self-insurance that may be maintained by CRD. All coverage required by this Agreement will, where allowed by Applicable Law, include a waiver of subrogation and a waiver of any insured-versus-insured exclusion regarding CRD.

7. **Additional Period of Coverage.** Contractor will continue to have and maintain in force the insurance coverages set out in this Schedule, and Contractor will continue to comply with Section 12.1 of the main body of this Agreement beyond the end of the Term for an additional one (1) year thereafter.

SAMPLE

ATTACHMENT 3: PERFORMANCE SECURITY

CAPITAL REGIONAL DISTRICT

CURBSIDE COLLECTION OF PACKAGING AND PRINTED PRODUCTS

CONTRACT ERM2022-006

IRREVOCABLE COMMERCIAL LETTER OF CREDIT

(Performance Security)

Letter of Credit No. _____

Amount \$ _____

(Date)

Capital Regional District

625 Fisgard Street, PO Box 1000

Victoria, BC

V8W 2S6

Ladies and Gentlemen:

IRREVOCABLE COMMERCIAL LETTER OF CREDIT

In accordance with the Contract for the Collection Services for the Capital Regional District, under Contract ERM2022-006, CURBSIDE COLLECTION OF PACKAGING AND PRINTED PRODUCTS, we hereby authorize you to draw on (NAME OF BANK), (ADDRESS OF BANK IN VICTORIA), Province of British Columbia, for account of (NAME OF TENDERER), up to an aggregate amount of twenty five percent (25%) of the First Year (12 months) Contract Value available on demand for 100% value:

Pursuant to the request of our customer _____ we the _____ Bank hereby establish and give you an Irrevocable Commercial Letter of Credit in your favour in the above amount which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you, which demand we shall honour without enquiring whether you have the right as between yourself and the said customer to make such demand and without recognizing any claim of our said customer, or objection by it to payment by us.

1. Draws are to be made in writing (NAME OF BANK).
2. Partial draws may be made.
3. The Bank will not inquire as to whether or not the Capital Regional District has a right to make demand on this Irrevocable Commercial Letter of Credit.

This Commercial Letter of Credit is irrevocable up to sixty (60) days past 30 April 20 _____.

DEMANDS MUST BE MADE NO LATER THAN THE ____ day of _____, 20 ____.

The Demands made under this Letter of Credit are to be endorsed hereon and shall state on their face that they are drawn under (NAME OF BANK), (ADDRESS OF BANK), Letter of Credit No. _____.

Yours truly,

Manager (On behalf of Name of Bank)

ATTACHMENT 4: WORKERS' COMPENSATION BOARD OF BRITISH COLUMBIA CERTIFICATE

**Assessment Department Location****Mailing Address**

PO Box 5350
Station Terminal
Vancouver BC V6B 5L5

6951 Westminster Highway
Richmond BC
V7C 1C6
www.worksafebc.com

Clearance Section

Telephone 604 244 6380
Toll Free within Canada
1 888 922 2768
Fax 604 244 6390

Capital Regional District
625 Fisgard Street
PO Box 1000
VICTORIA, BC V8W 2S6

Date: _____

Person/Business :

This letter provides clearance information for the purposes of Section 51 of the *Workers Compensation Act*.

We confirm that the above-referenced firm is active, in good standing, and has met WorkSafeBC's criteria for advance clearance. Accordingly, if the addressee on this letter is the prime contractor, the addressee will not be held liable for the amount of any assessment payable for work undertaken by the above-referenced firm to Date: _____

This firm has had continuous coverage with us since Date: _____

Employer Service Centre
Assessment Department

Clearance Reference #
CLRAAA

For more information about Section 51 and clearance letters visit WorkSafeBC.com

Please refer to your account number in your correspondence or when contacting the Assessment Department.

To alter this document constitutes fraud.

RFP ATTACHMENTS

PART 1	INSTRUCTIONS TO PROPONENTS
PART 2	PROPOSAL
PART 3	COLLECTION SERVICES
PART 4	PAYMENT FOR COLLECTION SERVICES