



ALBERNI-CLAYOQUOT REGIONAL DISTRICT

REQUEST FOR PROPOSALS

ALBERNI VALLEY

RESIDENTIAL PPP COLLECTION SERVICES

RFP No. 14-01

OCTOBER 2014

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:

“ACRD” or “Owner” means Alberni-Clayoquot Regional District or Owner;

“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;

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

“Preferred Proponent” means the Proponent or Proponents selected by the ACRD 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;

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

Since 2008, the ACRD has been responsible for the provision of curbside and depot recycling collection services to the residents of the City of Port Alberni and Electoral Area E (Beaver Creek). This work is contracted to a private hauler with Sun Coast Waste Services being the current collection services provider. Its contract with ACRD expires November 30, 2014.

In May 2011 the BC Recycling Regulation was amended to include Packaging and Printed Paper (PPP), as defined in Attachment 2 of Part 3 – Statement of Work for Collection Services, which includes all of these materials being collected in the ACRD current programs, including curbside and depot collection services.

The amendment shifts the financial responsibility for managing these materials from local governments, which includes the ACRD, to producers starting May 19, 2014. In response, producers established a stewardship agency, Multi Material BC (MMBC) to manage the collection and processing of PPP on their behalf. MMBC has offered financial incentives to local governments, including the ACRD to continue to collect residential PPP on its behalf. The ACRD has accepted MMBC’s offer, to collect residential PPP from curbside and depots for a five year term effective November 30, 2013.

The purpose of this RFP is to solicit proposals from interested firms (collectors) for the provision of residential PPP curbside and depot collection services in the City of Port Alberni and Electoral

Area E (Beaver Creek), Hupacasath First Nation and Tseshah First Nation following the expiration of the current contract with Sun Coast Waste Services, for a term of four (4) years, commencing on December 1, 2014 or earlier with a one year extension option, at the absolute and sole discretion of the ACRD.

1.3 Requests for Proposals

The ACRD is seeking Proposals for the provision of:

- Collection of PPP at curbside from residential customers within the Service Area;
- Delivery of collected PPP to an ACRD-designated post-collection service facility;
- Collection of PPP from residential customers at the depot located at 3620 3rd Avenue in Port Alberni;
- Accurate recording and reporting of collection system metrics;
- Provision of customer service; and
- Support for resident education services.

The Service Area for which the services are to be provided and estimated curbside households to receive collection services are listed in Part 3 - Attachment 1.

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

1.4 Closing Time and Date for Submission of Proposals

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

Attention: Janice Hill
Environmental Services Coordinator

Address: Alberni-Clayoquot Regional District
3008 Fifth Avenue
Port Alberni, BC
V9Y 2E3

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

Time: 11:00 am (local time)

Date: November 3, 2014

ACRD reserves the right to extend the Closing Time at its absolute and sole discretion.

Proposals must not be sent by fax or electronically.

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

1.5 Not a Tender

This is a Request for Proposals 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 ACRD at the time the Proponent receives a set of Proposal Documents.

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

Incomplete proposals may be rejected at the absolute and sole discretion of the ACRD.

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 "ACRD Representative"). Information obtained from any person or source other than the ACRD Representative may not be relied upon.

Name: **Janice Hill**
Address: **3008 5th Avenue, Port Alberni, BC**
Fax: **250-723-1327**
Telephone: **250-720-2714**
Email: [**janice.hill@acrd.bc.ca**](mailto:janice.hill@acrd.bc.ca)

Inquiries should be made no less than five (5) days prior to Closing Time. ACRD 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 absolute and sole discretion of ACRD.

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 ACRD Representative. If ACRD determines that an amendment is required to this RFP, the ACRD 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 Mandatory Information Meeting

A mandatory information meeting will be hosted by the ACRD Representative to discuss ACRD's requirements under this RFP as follows. Submissions from non-attendees will be rejected and returned unopened to the Proponent

Date: **Tuesday, October 21th, 2014**
Time: **1:30 pm**
Location: **ACRD Board Room, 3008 Fifth Ave., Port Alberni, BC V9Y 2E3**
Phone: **250-720-2700**

1.9 Addenda

If the ACRD determines that an amendment is required to this RFP, the ACRD 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 services(s) will not be grounds for an extension of the Closing Time. Proposals received after the Closing Time will be returned unopened to the Proponent.

1.11 Amendments to Proposals

Proposals may be revised by 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 the Proponent in the same manner as provided by Section 2.3 and be included with the Proponent's Proposal Submission. Faxed amendments are permitted provided they are received by the ACRD's fax machine prior to the Closing Time, but such fax amendments may show only the change to the proposal prices(s) and in no event disclose the actual proposal prices(s). The Proponent bears all risk that the ACRD's fax equipment functions properly so as to facilitate timely delivery of any fax amendment. All faxed amendments should be sent to the ACRD's fax number listed in Section 1.1.4

1.12 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.

1.13 ACRD's Right to Modify

ACRD, in its absolute and sole discretion, reserves the right to modify the terms of the RFP at any time before the Closing Time.

1.14 Negotiations

The ACRD may select and contact any Proponent (the "Preferred Proponent") to initiate negotiations respecting that the Proponent's Proposal to perform the Services. The ACRD may enter into negotiations with the Preferred Proponent in an attempt to settle the terms on which the Services will be performed. For certainty, and without limiting the foregoing, ACRD may, for the purposes of entering into an agreement with any Proponent negotiate with one or more Preferred Proponents any modifications or variations of the terms of the RFP or any proposal including price, that the ACRD considers to be in its best interests, and for the purposes of entering into a contract with any Proponent, amend the description of the required Services included in the RFP so that it accurately reflects the Services to be provided by the Proponent. If the ACRD considers that it is unlikely to settle such agreement with the Proponent, despite having negotiated with that Proponent for not more than 30 days after notifying that Proponent of the selection, the ACRD may, in its absolute and sole discretion, and without recourse to that Proponent, cease negotiations with that Proponent and enter into negotiations with another Proponent. The ACRD reserves the right to cease negotiations or extend the 30 day period in its absolute and sole discretion. This process may be continued until the ACRD has successfully completed the negotiations with the Proponent or has discontinued the process in its absolute and sole discretion.

1.15 Right to Cancel the RFP and to Accept Proposals

- 1.15.1. The ACRD is entitled to cancel this RFP at any time for any reason by addendum issued to Proponents, without liability for any loss, damage, cost or expense incurred or suffered by any Proponent as a result of that cancellation.

- 1.15.2. No contractual or other legal obligations or relations between the ACRD and any other person can or will be created under this RFP except by a written agreement to perform the Services executed by two authorized signatories of the ACRD under the authority of an express resolution of the ACRD Board.

- 1.15.3. In considering any proposals delivered in response to this RFP, the ACRD reserves the absolute and unfettered discretion to:
 - (a) accept or reject any proposal including a proposal that fails to comply with the requirements set out in this RFP for the content of proposals;
 - (b) assess proposals as it sees fit, without in any way being obliged to select any proposal or Proponent;
 - (c) access and select proposals as it sees fit without being obliged in any way to select the proposal that offers the lowest price;
 - (d) determine whether any proposal or proposals satisfactorily meet the selection criteria set out in this RFP;
 - (e) require clarification after the Closing Time from any one or more of the Proponents in respect of the proposals submitted;
 - (f) communicate with, meet with or negotiate with any one or more of the Proponents or combination of Proponents respecting their proposal or any aspects of the project;
 - (g) request further information from the Proponents;
 - (h) retain independent consultants for assistance in evaluating proposals."

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 2.3 and be clearly marked "Technical Proposal". The other envelope must contain Attachment 2.4, 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 2.4.

2.2.1 Insurance

Proponents are asked to name on Attachment 2.1 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.

2.2.2 Performance Security

Proponents are asked to list on Attachment 2.2 of Part 2 - Form of Proposal, the Guarantor(s) the Proponent proposes to use to address the requirement of Section 12.2 of Part 5 - Contract Services Agreement.

2.3 Signature

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

- (a) If the 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 the 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 ACRD 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 the 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 ACRD by the Evaluation Team. The Evaluation Team may consult with others, including ACRD staff members, third party consultants and references, as the Evaluation Team may, in its absolute and sole discretion, decide is required.

3.2 Evaluation Criteria

The 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 price Proposal will not necessarily be accepted. ACRD reserves the right in its absolute and sole discretion to accept the Proposal that it deems most advantageous and favourable in the interests of ACRD.

Proposals that contain qualifying conditions or otherwise fail to conform (non-conforming) to these Instructions to Proponents may be disqualified or rejected. ACRD, however, may, at its absolute and 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 the Proponent's current business;
- the average number of persons the Proponent expects to employ and maintain on the Work;
- the name of the superintendent/manager that the 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 the 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 the Proponent in which the 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 the Proponent's understanding of ACRD's requirements for the performance of the Collection Services;
- a description of the general approach and methodology that the Proponent would utilize in performing and managing the Collection Services;
- a description of the approach and steps that the 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 the 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;
- a breakdown of the Proponent's energy consumption tracking which would be used to estimate carbon emissions resulting from this Contract Services Agreement; and,
- a description of any current and future planned measures that the Proponent will endeavour to implement during the course of the contract to reduce fuel consumption, energy use and associated Greenhouse Gas emissions.

(b) Financial Criteria – The financial criteria will be analyzed for the best overall value to the ACRD. Please provide:

- Completed Schedule Prices, 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 #1 containing the Technical Proposal as outlined in Part 2- Form of Proposal, Attachments 2.1, 2.2, and 2.3, and envelope #2 containing the Financial Criteria as outlined in Part 2 - Form of Proposal, Attachment 2.4. 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 500 points against the evaluation grid outlined in Table 1 which follows.
- Each Technical Proposal will be evaluated on the basis of the Proponent's experience, competence of its personnel and acceptability of the method proposed.
- A Proponent's Technical Proposal shall be qualified only if it complies with all requirements contained in the RFP.

- Only Proposals with technical scores within 25% (375) of the maximum total technical score of 500 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 Proponent is more than 25% below the total technical score and still technically qualified. In such a case, the second ranked Proponent would have its Financial Proposal opened.

Table 1: Technical Evaluation Form

Evaluation Criteria	Points
The Proponent	
• General Experience	50
• Experience with similar projects	50
Total Proponent	100
The Personnel	
Program Manager	
• Experience in similar projects	30
• Expertise in specified areas	20
• Qualifications	15
• Local knowledge	10
Program Team, including Subcontractors	
• Experience 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
• Workplan & methodology	60
• Environmental measures	60
• Quality of presentation	15
• Proposed level of effort	25
Total Method	250
Total Technical Score	500
Minimum Score Required to Pass	375

(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 ACRD, and ACRD 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 ACRD. ACRD reserves the right to make inquiries regarding any or all Proponents.

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

In all cases, ACRD 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, ACRD may, in its absolute and unfettered discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is engaged directly or indirectly in a legal action against ACRD, 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, ACRD will consider whether the litigation is likely to affect the Proponent's ability to work with ACRD, its contractors and representatives and whether ACRD's experience with the Proponent indicates that there is a risk ACRD will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

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

3.5 Additional Information

The Evaluation Team may, at its absolute and 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 absolute and sole discretion, invite some or all of the 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.

4 General Conditions

4.1 No ACRD Obligation

This RFP does not commit ACRD in any way to select a Preferred Proponent, or to proceed to discussions or negotiations for a Contract, or to award any Contract, and ACRD reserves the complete absolute and unfettered 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 ACRD 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 ACRD, its elected or appointed officials or employees. ACRD may rely upon such disclosure.

4.5 Solicitation of ACRD Staff, Board Members, Contractors

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

4.6 Disclaimers/Limitation 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 the Proponent to obtain such approval, permit or licence prior to commencement of the work under the anticipated Contract with the ACRD, 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 ACRD. Nothing in this RFP is intended to relieve a Proponent from forming its own opinions and conclusions in respect of this RFP.

ACRD, 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 ACRD 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 ACRD, 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, ACRD will hold in confidence any such information received from a Proponent. However, ACRD 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 ACRD 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 ACRD local area network time.

4.10 Acceptance of Terms

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

Part 2: Form of Proposal

PROPOSAL FORM

ATTACHMENT 2.1 - Liability Insurance Guarantor

ATTACHMENT 2.2 –Performance Security Guarantor

ATTACHMENT 2.3 – Proponent's Resources and Experience

- Description of Current Business and Understanding of ACRD Requirements
- Description of General Approach and Methodology
- Organizational Chart
- List of Supervisory Personnel
- List of Previous Work of Similar Nature
- List of Equipment
- Schedule of Force Account Rates
- Capital Assets Purchased by Proponent
- List of Proposed Equipment Suppliers
- List of Proposed Subcontractors
- Energy Consumption Data

ATTACHMENT 2.4 – Schedule of Prices

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.

In Envelope #2 – Financial Proposal includes: Attachment 2.4

PROPOSAL FORM

RFP PROJECT TITLE: Alberni Valley Residential PPP Collection Services

RFP REFERENCE NO.: RFP No. 14-01

LEGAL NAME OF PROPOSER: _____

BUSINESS ADDRESS: _____

TELEPHONE: _____

FAX: _____

E-MAIL ADDRESS: _____

TO: **Alberni-Clayoquot Regional District**

3008 5th Avenue Port Alberni, BC, V9Y 2E3

1.0 I/We, the undersigned duly authorized representative(s) of the Proponent, having received and carefully reviewed the RFP and any addenda transmitted by e-mail, 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.

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
- Guarantors of Performance Guarantee
- Guarantors of Liability Insurance
- Description of Current Business and Understanding of ACRD 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
- 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 _____, 2014.

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

The Proponent shall provide the name and address of the insurance guarantor(s) that the 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 ACRD for approval.

NAME	ADDRESS

ATTACHMENT 2.2 – PERFORMANCE SECURITY GUARANTOR**LIST OF PROPOSED FINANCIAL GUARANTORS**

The Proponent shall provide the name and address of the financial guarantor(s) that the 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 ACRD for approval.

NAME	ADDRESS

ATTACHMENT 2.3 – PROPONENT’S RESOURCES AND EXPERIENCE

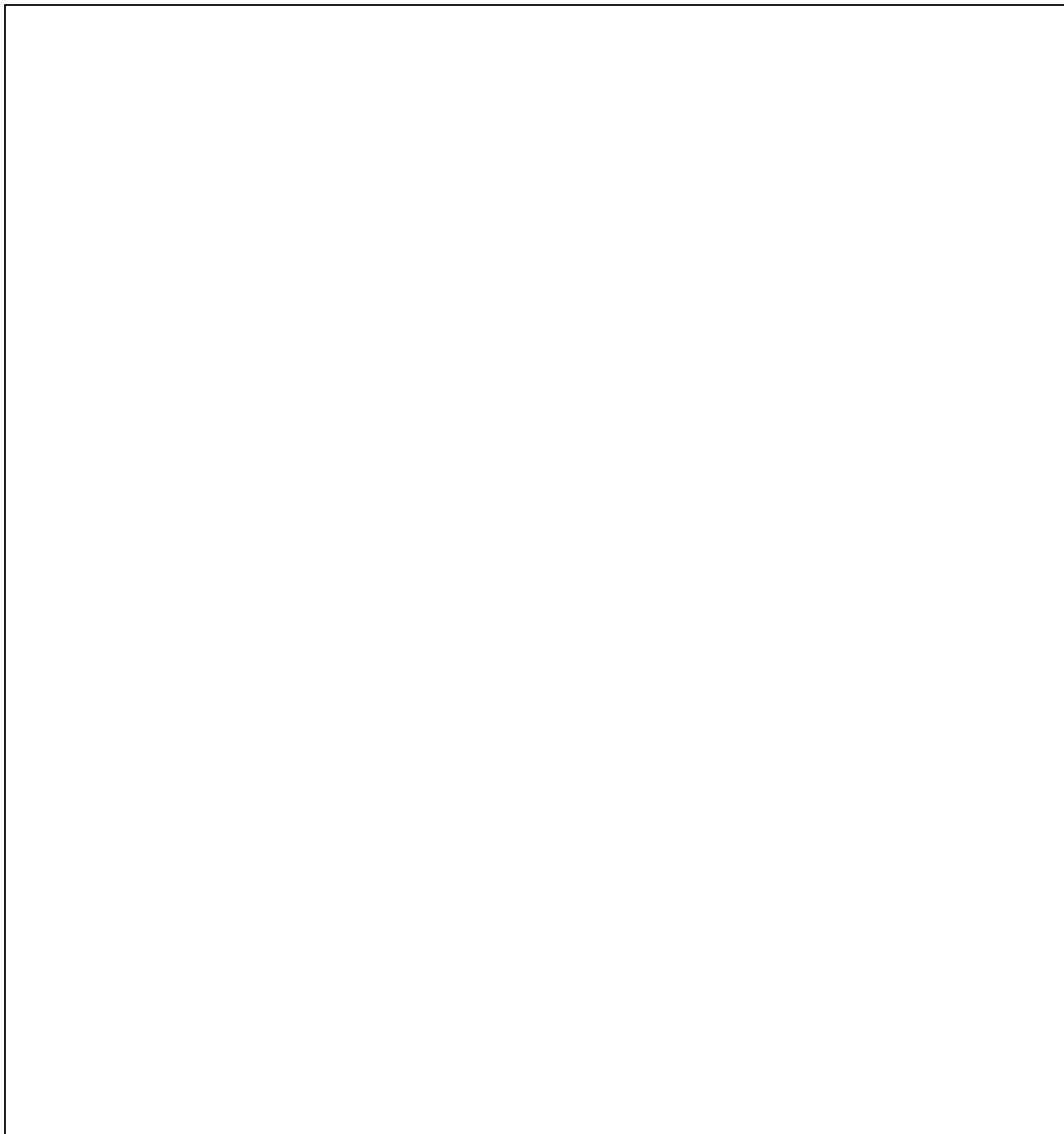
**DESCRIPTION OF CURRENT BUSINESS AND
UNDERSTANDING OF ACRD REQUIREMENTS**

- Current Business
- Understanding of ACRD Requirements

ATTACHMENT 2.3 – PROPONENT’S RESOURCES AND EXPERIENCE

DESCRIPTION OF GENERAL APPROACH AND METHODOLOGY

- General Proposed Approach and Methodology

A large, empty rectangular box with a thin black border, occupying most of the page below the section headers. It is intended for the proposer to provide their general proposed approach and methodology.

ATTACHMENT 2.3 – PROPONENT’S RESOURCES AND EXPERIENCE**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., that the Proponent proposes to employ and maintain on the work.
- The Manager that the Proponent proposes to place on the project, together with previous experience on this type of work.



ATTACHMENT 2.3 – PROPONENT’S RESOURCES AND EXPERIENCE**LIST OF SUPERVISORY PERSONNEL**

The Proponent proposes to carry out the Work covered by this RFP under the direction of the following supervisory personnel employed by the Proponent. The 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

ATTACHMENT 2.3 – PROPOSER’S RESOURCES AND EXPERIENCE**LIST OF PREVIOUS WORK OF SIMILAR NATURE**

The 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 ACRD to use the information given below to assess the experience and reputation of the Proponent in the appropriate fields of work. ACRD 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 2.3 – PROPOSER’S RESOURCES AND EXPERIENCE**LIST OF EQUIPMENT**

The 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 PROPOSER	RENTED OR LEASED

ATTACHMENT 2.3 – PROPONENT’S RESOURCES AND EXPERIENCE**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 each year as set out in Part 4 – Payment for Collection Services.

ATTACHMENT 2.3 – PROPOSER’S RESOURCES AND EXPERIENCE**CAPITAL ASSETS TO BE PURCHASED BY PROPOSER**

(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.						

ATTACHMENT 2.3 – PROPOSER’S RESOURCES AND EXPERIENCE**LIST OF PROPOSED EQUIPMENT SUPPLIERS**
(not owned by Proponent)

ITEM NO.	COMPANY NAME	DESCRIPTION OF EQUIPMENT

ATTACHMENT 2.3 – PROPONENT’S RESOURCES AND EXPERIENCE**LIST OF PROPOSED SUBCONTRACTORS**

The Proponent shall provide the name and address of the subcontractor(s) that the 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 ACRD for approval before subcontracting the Work.

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

ATTACHMENT 2.3 – PROPONENT’S RESOURCES AND EXPERIENCE**ESTIMATED ANNUAL ENERGY CONSUMPTION DATA****(2014)**

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

Description	Service Area
Proposed number of vehicles dedicated to ACRD 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 will be required to provide energy consumption data to ACRD on an annual basis.

ATTACHMENT 2.4 – SCHEDULE OF PRICES

Service	Quantity	Monthly Unit Price	Total Monthly Amount	Total Annual Amount
Curbside Collection Services				
Beaver Creek & Port Alberni	7,835			
Hupacasath First Nation	60			
Tseshaht First Nation	198			
Sub-Total Curbside Collection	8,093			
Depot Collection Services				
3 rd Avenue Recycle Depot	1	N/A		
Sub-Total Depot Collection				
Total Annual Price Collection Services				
GST@5%				
Total Annual Price incl GST				

Curbside collection amounts will include transportation of materials to the post collection service facility currently located at 1429 Springhill Road, Parksville, BC.

Part 3: Statement of Work for Curbside and Depot Collection Services

SECTION 1: INTERPRETATION

1.1 Definitions.

In this Statement of Work for Curbside and Depot 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.

"Contractor" means the person or persons under contract to the ACRD to collect In-Scope PPP from Customers within the Service Area.

"Curbside Container" means any blue bin, open container or cart clearly marked with the words "Recycling" or "Recyclable Material" used for household storage and curbside set-out of In-Scope PPP in the performance of the Statement of Work.

"Collection Area" means the areas as identified in Attachment 1

"Collection Services" or **"Statement of Work (Sow) Services"** or **"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;
- (b) Depot Collection of In-Scope PPP;
- (c) Accurately reporting all data in accordance with the Collection Services to be provided under the Contract;
- (d) Provision of customer service; and,
- (e) Participation in public education and awareness campaigns.

"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 Customers within the Service Area.

"Curbside Household" or **"Household"** means a self-contained dwelling unit providing accommodation to one or more people, including single-family dwellings, buildings with up to four suites (a duplex, triplex, quadruplex, townhouse, or row house development) and a Manufactured Home, 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 and all residential users of the Depot Collection Services at a Depot listed in the Service Area.

“Depot” means a location operated by the Contractor to which In-Scope PPP can be delivered by Customers, and includes all surrounding portions of such site from the public entrance way onward, including any parking lots, buildings, and storage facilities.

“Depot Container” means any container used for storage of In-Scope PPP at a Depot.

“Designated Post-Collection Service Facility” means the delivery point, designated by ACRD, for the Contractor-collected In-Scope PPP.

“Designated Post-Collection Service Provider” means the entity, designated by ACRD, responsible for removing the Contractor-collected In-Scope PPP from the Depot.

“Dwelling Unit” means one or more rooms for residential occupancy connected together with facilities for living, sleeping, cooking and having a separate entrance.

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

“In-Scope PPP” means the PPP set out in Attachment 2 and such other materials identified as In-Scope PPP by ACRD in writing from time to time.

“Industrial, Commercial and Institutional” or **“ICI”** means any operation or facility other than a Curbside Household, including: industrial facilities such as warehouses, distribution centres, manufacturing facilities; commercial facilities such as retail stores, offices, strip malls and vacation facilities, such as hotels, motels, cottages, cabins and rental, co-operative, fractional ownership, time-share or condominium accommodation associated with sports and leisure facilities (e.g., ski resorts); and, institutional facilities such as schools, churches, community buildings, local government buildings, arenas, libraries, fire halls, police stations and residences at which medical care is provided, such as nursing homes, long-term care facilities and hospices.

“Manager” means the person duly appointed by the ACRD to the position of “Manager of Environmental Services”.

“Manufactured Home” means any structure, whether ordinary equipped with wheels or not, that is designated, constructed or manufactured for full-time occupancy and to be moved from one place to another by being towed or carried, and which is used as a dwelling.

“Missed Collection” means the failure of the Contractor to collect In-Scope PPP that has been set out by a Customer on the Customer’s scheduled collection day by the appointed set out time.

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

“Packaging and Printed Paper” or **“PPP”** has the meaning set out in Attachment 2, as may be updated by ACRD 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 Materials” means In-Scope PPP.

“Reuse” means conventional reuse where the item is used again whole or intact for the same function (e.g. a refillable milk bottle refilled with milk by a dairy), and next-life reuse where the item is used for a different function (e.g. a wine bottle used to hold flowers).

“Scavenge” means unauthorized rerouting of collected In-Scope PPP to anyone other than the Designated Post-Collection Service Provider. Scavenging does not include the diversion of In-Scope PPP for Reuse.

“Service Area” or **“Service Areas”** means the areas as identified in Attachment 1

“Service Commencement Date” means 01 December 2014.

“SOW Services” has the meaning set out in Section 2

“Service Level Failure” has the meaning set out in Attachment 3.

“Transition and Implementation Plan” means the plan that Contractor will develop pursuant to Section 2.5.

“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.

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

Attachment	Description
Attachment 1	Curbside and Depot Collection Service Area
Attachment 2	In-Scope PPP
Attachment 3	Service Level Failures

SECTION 2: SERVICES

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

2.1 Curbside Collection Services.

Beginning on the Service Commencement Date, Contractor will 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.

2.1.1 Service Area

- a) Contractor will provide Curbside Collection to all Customers in Service Area as per Attachment 1.

2.1.2 In-Scope PPP Materials

- a) Contractor will collect all In-Scope PPP from all Customers that: (I) are placed in Curbside Containers; and (II) any Corrugated Cardboard, tied securely and stacked adjacent to Customers' Curbside Container (or stacked alone if no Curbside 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.
- c) Notwithstanding Section 2.1.2(b) above, Contractor may not collect, and collected In-Scope PPP may not contain, any packaging containing hazardous waste under this SOW.

2.1.3 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 2.1.2(a)(I) or (II)) 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 a bi-weekly schedule.
- 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 Curbside Containers 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 Curbside 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, ACRD may remove the Customer from the Service Area.

2.1.4 Curbside Containers

- a) Contractor will ensure that Customers have access to Curbside Containers that provide Customers with sufficient volume to accommodate In-Scope PPP generated by the Customers between collections so that the Curbside Container capacity is not a barrier to Customer use of the Curbside Collection Service.
- b) Where Customers or geographical areas are added to a Service Area under Section 2.1.1(b), Contractor will ensure that Customers have access to Curbside Containers.
- c) The following Curbside Container types have been identified by the ACRD as acceptable in the Service Area:

- a. A reusable box or container clearly marked with the words "Recycling" or "Recyclable Material".
- b. A Customer may not set out a Curbside Container containing Recyclable Materials that exceeds
 - i. 120 liters in volume
 - ii. 20 kilograms in weight; or;
 - iii. 1.2 meters long in any dimension.
- c. Contractor will handle the Curbside Container in such a way as to prevent undue damage, and Contractor will be responsible for unnecessary or unreasonable damage to Containers.

2.1.5 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 ACRD.
- 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 2.
- c) The Designated Post-Collection Service Provider will accept delivery of In-Scope PPP from the Contractor.
- d) ACRD, as directed by MMBC, may change the Designated Post-Collection Service Provider upon 30 days' notice. If ACRD changes the Designated Post-Collection Service Provider such that the new location is greater than 10 kilometers beyond the location described in Section 2.1.5(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).
- e) 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, ACRD 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.

2.1.6 Spillage

- a) All loads collected by Contractor will be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers on all collection vehicles will be cleared frequently to prevent the occurrence of blowing or spillage.
- b) Any spillage of materials that occurs during 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 ACRD on request, and if requested by ACRD, as part of a regular report to be delivered with such frequency as requested by ACRD (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 ACRD, and will be remediated by Contractor at its sole expense. Such cleanup or removal will be documented with pictures, and notice of such cleanup or removal will be provided to ACRD in writing. Contractor will immediately notify the ACRD of any spills that enter ground water or drainage systems.

2.1.7 Routes

- a) 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 approval from ACRD in writing.
- b) The Contractor will maintain the existing curbside collection schedule and routes in the Service Area.

2.1.8 Pilot Programs

- a) ACRD may wish to test or implement one or more new services or developments in PPP material segregation, processing or collection technology. ACRD 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 ACRD-initiated pilot programs will be negotiated prior to implementation pursuant to the change process in Section 2.2 of the Agreement. If ACRD deems the pilot a success, and desires to incorporate the service or development represented in the pilot program into this SOW, 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 ACRD. Contractor-initiated pilot programs will be performed at no additional cost to ACRD; however, savings accrued may be subject to negotiations prior to implementation at ACRD's request.

2.2 Depot Collection Services.

Beginning on the Service Commencement Date, Contractor will collect In-Scope PPP from residential Customers at the Depot located within the Service Area as further described in Attachment 1 in accordance with the terms of the Agreement and this SOW.

2.2.1 Service Area.

- a) Contractor will perform Depot Collection at the Depot listed Attachment 1.

2.2.2 PPP Materials.

- a) Contractor will collect all In-Scope PPP that Customers bring to the Depot.
- b) Collected In-Scope PPP may not contain more than three percent (3%) by weight of Non-PPP Items. PPP picked-up by the Designated Post-Collection Service Provider 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.
- c) Contractor may not collect, and collected In-Scope PPP may not contain, any packaging containing hazardous waste under this SOW.

2.2.3 Collection.

- a) Contractor will not place limits on the quantity of In-Scope PPP delivered by Customers if the In-Scope PPP is from a household.
- b) Where a Depot is at a specific physical location, the Depot must be staffed when open to Customers and securely fenced and locked when closed to Customers.
- c) Contractor will monitor the quality of In-Scope PPP received from Customers. Customers delivering Non-PPP Items are to be instructed to remove these items from future deliveries of In-Scope PPP. The Contractor may refuse to accept Non-PPP Items from Customers.
- d) Unless otherwise agreed with the Designated Post-Collection Service Provider, if Contractor is:
 - a. Baling printed paper, paper packaging and/or OCC, the minimum bale density must be 450 kg per cubic meter;
 - b. Baling polyethylene film packaging, the minimum bale density must be 350 kg per cubic meter;
 - c. Baling polystyrene foam packaging, the minimum bale density must be 75 kg per cubic meter; or
 - d. Densifying polystyrene foam packaging, the minimum biscuit density must be 275 kg per cubic meter.

2.2.4 Depot Containers.

- a) Depot Containers to be removed from the Depot for transport of In-Scope PPP by the Designated Post-Collection Service Provider will be provided by the Designated Post-Collection Service Provider.
- b) Upon termination or expiration of this SOW or the Agreement, Depot Containers provided by the Designated Post-Collection Service Provider and used by the Contractor to provide Depot Collection will revert to the Post-Collection Service Provider.
- c) The provision of any Depot Containers intended to remain at the Depot such that the Container is not removed by the Designated Post-Collection Service Provider will be provided by Contractor. Upon termination or expiration of this SOW or the Agreement, Depot Containers provided by Contractor to provide the Depot Collection service will remain the property of Contractor.

2.2.5 Designated Post-Collection Service Provider.

- a) The Designated Post-Collection Service Provider will pick-up the collected In-Scope PPP from each fixed location Depot.
- b) Contractor will maintain all collected In-Scope PPP for pick-up by the Designated Post-Collection Service Provider in a manner that is segregated, at a minimum, as set out in Attachment 2, and which is baled (or not baled) in accordance with Section 2.2.3 d.
- c) Contractor will ensure all collected In-Scope PPP is issued to a Designated Post-Collection Service Provider and Contractor may not charge any amounts to the Designated Post-Collection Service Provider in connection therewith. Contractor and 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 ACRD.
- d) Contractor will store In-Scope PPP in a manner acceptable to the Designated Post-Collection Service Provider.
- e) ACRD may change the Designated Post-Collection Service Provider upon 30 days' notice.
- f) 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, ACRD 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.

2.2.6 PPP from Industrial, Commercial and Institutional Sources

- a) Contractor will separate residential In-Scope PPP from ICI In-Scope PPP to accommodate separate weighing of residential In-Scope PPP.

2.2.7 Spillage

- a) All In-Scope PPP collected by Contractor will be completely contained at the Depot location at all times.

- b) Any spillage of materials that occurs during Depot Collection will be immediately cleaned up or removed by Contractor at its sole expense. Contractor will keep accurate records of each occurrence of spillage and of its clean-up, and will make such records available to ACRD on request, and if requested by ACRD as part of a regular report to be delivered with such frequency as requested by ACRD (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, any discharge of liquid wastes or oils that may occur at Depots will be promptly cleaned up or removed by Contractor and will be remediated by Contractor at its sole expense. Such clean-up or removal will be documented with photographs and notice of such clean-up or removal will be provided to ACRD in writing. Contractor will comply with all Applicable Laws in respect of ground-water or drainage systems safety and standards.

2.2.8 Schedule

- a) Contractor will indicate the day(s) of the week that Depot Collection will occur for the Depot.
- b) Contractor may request a change to the day(s) of the week that Depot Collection will be available to Customers by giving written notice to ACRD at least 45 days prior to the effective date of the proposed change and obtaining written approval from ACRD. If ACRD approves the proposed change, Contractor will provide Customers with a minimum of 30 days' notice of the schedule change.
- c) Contractor will provide collection on the day(s) of the week regardless of weather conditions, unless weather conditions are such that continued operation would result in danger to Contractor personnel, Customers or property. Contractor will maintain accurate records of all disruptions to Service that are due to hazardous weather, including time closed.

2.2.9 Pilot Programs.

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

2.3 Customer Service and Management

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

2.3.1 Customer Service Requirements

Curbside Collection

- a) Contractor's Customer service office and call center will be accessible by a local area code and prefix phone number. Customer service representatives will be available through Contractor's call center during office hours for communication with Customers and ACRD 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 ACRD. Contractor will have a representative, or an answering service to contact such representative, available at such emergency telephone number for ACRD 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.

Depot Collection

- d) Contractor will staff Depots with sufficient staff to provide personal Customer service, educate Customers regarding In-Scope PPP accepted and avoid Customer delay.
- e) Contractor will place signage at the Depots to assist Customers in delivering In-Scope PPP to the appropriate areas of the Depot. Signage is to incorporate images and graphics available from ACRD, should clearly state the Depot's hours of operation and is subject to approval by ACRD.

2.3.2 Customer Service Representative Staffing

- a) 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, e-mails and text messages. If staffing is deemed to be insufficient by ACRD 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.

2.3.3 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 ACRD during Contractor's office hours, and will be in a format approved by ACRD. Contractor will provide a copy of this log in an electronic format from the Microsoft Office suite of software to ACRD on request, and if

requested by ACRD, as part of a regular report to be delivered with such frequency as requested by ACRD (but not more frequently than monthly).

2.4 Promotion and Education

2.4.1 ACRD will have primary responsibility for developing, designing and executing public promotion, education, and outreach programs. Contractor will provide ACRD with assistance and cooperation, including distributing ACRD-developed promotional and educational brochures and assisting with promotion, education and outreach programs at the direction of ACRD.

2.4.2 ACRD will have primary responsibility for providing Customers service-oriented information such as dates and times of Curbside Collection (Schedules).

2.5 Transition and Implementation Services

Where Contractor did not provide In-Scope PPP collection services to Customers immediately prior to the Service Commencement Date, Contractor will develop, with ACRD's input and prior written approval, and submit to ACRD no later than two (2) weeks after the SOW Effective Date, a transition and implementation plan (the "Transition and Implementation Plan") for implementing Curbside and Depot 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 Transition and 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.

SECTION 3. PERFORMANCE STANDARDS AND OPERATIONAL REQUIREMENTS

3.1 Personnel Conduct

3.1.1 Contractor personnel performing Curbside and Depot Collection will at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property. If on private property, Contractor personnel will follow the regular pedestrian walkways and paths, returning to the street after replacing empty Containers. Contractor personnel will not trespass or loiter, cross flower beds, hedges or property of adjoining premises, or meddle with property that does not concern them or their task at hand.

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

3.2 Vehicle Standards

Without limiting any other requirements or obligations of Contractor, Contractor will meet or exceed the following standards in respect of collection vehicles used to perform Curbside Collection.

3.2.1 All collection vehicles will be maintained in a clean and sanitary manner, and will be thoroughly washed at least once each week. All collection vehicles will have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights and warning flags, all in accordance with applicable law. All collection vehicles and all parts and systems of all collection vehicles will operate properly and be maintained in a condition compliant with all applicable laws, good industry standards,

and be in a condition satisfactory to ACRD. 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.

3.2.2 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.

3.2.3 Contractor will receive prior written approval from ACRD for all vehicle signage, including Contractor labeling, program and non-program information. Contractor will place ACRD-provided logos on vehicles as directed at no additional cost to ACRD.

3.2.4 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.

3.2.5 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 ACRD and will be provided to ACRD upon request.

3.3 Facility Standards

Without limiting any other requirements or obligations of the Contractor, Contractor will meet or exceed the following standards in respect of Depot Collection.

3.3.1 Facilities used to perform Depot Collection will be of sufficient size and dimension to provide Depot Collection to Customers and access to Post-Collection Service Providers

3.3.2 All Depot facilities will be maintained in a clean and sanitary manner. All collection areas will have appropriate safety markings, all in accordance with applicable law. Equipment will be maintained in good condition at all times. All facilities and the equipment to manage In-Scope PPP will operate properly and be maintained in a condition compliant with all applicable laws, good industry standards, and be in a condition satisfactory to ACRD. All vehicles used by the facility for the management of In-Scope PPP will be equipped with variable tone and proximity activated reserve movement back-up alarms.

3.3.3 Contractor will receive prior written approval from ACRD for all Depot signage, including Contractor labelling and program information. Contractor will plan ACRD approved logos on Depot as directed at no additional cost to ACRD.

3.4 SOW 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 ACRD, on the Service Commencement Date, a complete initial inventory of the equipment to be used to perform the Depot Collection. Contractor will 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 e-mail, if available), property name and service address, if different from mailing address, date of contact, reason for contact, results of Customer request, complaint or inquiry, resulting changes, additional follow-up needed, follow-up conducted, results of follow-up, and list of educational or outreach materials provided;
- d) maintain the following Curbside Collection records, and such other records as may be requested by ACRD:
 - i. Tonnage by collection date and weight scale ticket (which must include collector name and truck number);
 - ii. Customer communications related to Curbside Collection including telephone calls, letters, e-mails, text messages or webpage messages received;
 - iii. Notices left for Customers;
- e) maintain the following Depot Collection records as may be requested by ACRD:
 - i. Tonnage by the date on which the Designated Post-Collection Service Provider removed the In-Scope PPP from the Depot;
 - ii. Changes to equipment or inventory; and
 - iii. Customer communications related to Depot Collection including telephone calls, letters, e-mails and text messages.
- f) make all records maintained pursuant to this Statement of Work available to ACRD upon request, and if requested by ACRD, will provide a regular (but no more frequently than monthly) report to ACRD, in a format and by a method approved by ACRD, setting out or summarizing (at ACRD's discretion) such records as may be indicated by ACRD for the reporting period;
- g) upon ACRD's request, provide up to four ad-hoc reports each year, at no additional cost to ACRD. 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 ACRD-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 Curbside collection loads must be documented in a manner specified by ACRD, 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 2. Standard tare weights for specific trucks may only be used on specific written permission of ACRD.

- b) All Depot collection loads must be documented in a manner specified by ACRD, from time to time, including a certified scale ticket provided by the Designated Post-Collection Service Provider, with the Depot name and address, Designated Post-Collection Service Provider name and address, date, time, truck number, net weight by material type (material types set out in Attachment 2.), by baled versus loose, and for Category 5 PPP, by white versus coloured. Standard tare weights for specific trucks may only be used on specific written permission of ACRD.

3.5 Service Levels

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

3.6 Problem Customers

- a) ACRD 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 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 ACRD 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 e-mail to ACRD appealing Contractor's decision, ACRD may, at its discretion, intervene in the dispute. In this event, the decision of ACRD will be final. ACRD may also require, in its sole discretion, the denial or discontinuance of Curbside Collection to any Customer who is determined by ACRD to be ineligible.

SECTION 4. TERM

The Work required under the Statement of Work will commence on 01 December 2014 and will continue until the expiry of a four (4) year period following the Agreement Commencement Date unless it is terminated earlier by ACRD or Contractor as set out in the Agreement. ACRD may, at its absolute and sole discretion, extend the Agreement for up to one (1) further period of one (1) year, by giving Contractor notice in writing not less than one hundred and eighty five (185) days before the expiration of the initial term or any such additional term or terms. The initial term and any such additional term or terms are herein referred to as the "SOW Term".

SECTION 5. FEES

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

SECTION 6. ADDITIONAL TERMS

6.1 No Double Charge

Contractor will not charge a price for the delivery of the SOW Services that includes the value of the Fees paid by ACRD under this Statement of Work.

6.2 Scavenging Forbidden

Contractor will not Scavenge, or permit any person (including its employees) to Scavenge any materials from In-Scope PPP that have been delivered by Customers to the Depot or set our at the curb (including, if permitted by law, materials other than In-Scope PPP set out to be collected by other collection service providers) at any time and at any location during Contractor's performance of the Services.

6.3 Risk

- a) 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.
- b) Contractor will bear all costs of receipt and storage of the In Scope PPP at depots. 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 received by the Contractor until pick up by the Designated Post-Collection Service Provider. In-Scope PPP will be deemed to be delivered to the Designated Post-Collection Service Provider when picked up from the Contractor's facility and accepted by the signature of an authorized representative of the Designated Post-Collection Service Provider. Contractor will be responsible for the costs of any damage to the Depot Containers or the Designated Post-Collection Service Provider facility caused by the Contractor.

6.4 Shared Services

Contractor may collect material other than In-Scope PPP at the Depot, upon written ACRD approval, if the activities do not interfere with Depot Collection of In-Scope PPP from Customers.

6.5 No Exclusivity

Execution of the SOW does not confer the Contractor exclusive access to Customers in the Service Area for the provision of Depot Collection.

ATTACHMENT 1
CURBSIDE AND DEPOT COLLECTION SERVICE AREA

1. Under this Statement of Work the initial Curbside Household Baseline will be 8,093.

Household counts will be reviewed and audited by the Contractor every year for additions or subtractions. The ACRD will verify these adjustments.

2. Under this Statement of Work the Curbside Collection Service Area is:

Beaver Creek (Alberni-Clayoquot E)

City of Port Alberni

Hupacasath First Nation

Tseshah First Nation

3. The following Depot is included under this Statement of Work:

Depot Name	Street Number	Street Address	Location	Postal Code
Port Alberni Recycling Depot	3620	3 rd Avenue	Port Alberni	V9Y 4E8

ATTACHMENT 2**IN-SCOPE PPP**

1. For the purpose of this Statement of Work, for Curbside Collection Services, In-Scope PPP will mean the material described in the categories of PPP below collected in a single stream (Category 1, Category 2, Category 3(a), Category 3 (b), Category 6 and Category 7)
2. For the purpose of this Statement of Work, for Depot Collection Services, In-Scope PPP will mean the material described in the categories of PPP below, segregated, at a minimum, in the streams identified as follows:
 - a. PPP in Category 4 segregated from all other PPP
 - b. PPP in Category 5 (white) segregated from all other PPP
 - c. PPP in Category 5 (coloured) segregated from all other PPP
 - d. PPP in Category 8 segregated from all other PPP
 - e. PPP in Category 1, Category 2, and Category 3(b) which may be commingled together, but must be segregated from all other PPP
 - f. PPP in Category 3(a), Category 6, and Category 7 which may be commingled together, but must be segregated from all other PPP.
3. And, to the extent beverage containers as defined in Schedule 1 of the 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 Paper Materials

Material Type	Examples of PPP Accepted	Examples of PPP Not Accepted
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	

Material Type	Examples of PPP Accepted	Examples of PPP Not Accepted
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 (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 3 (b) – Other Paper Packaging (not containing liquids when sold)		
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	
Category 4 – Polystyrene (PE) Film Packaging		
HDPE Films	Some retail bags, some frozen vegetable bags	
LDDE/LLDPE Films	Grocery bags; newspaper bags; dry cleaning bags;	Stretch Film

Material Type	Examples of PPP Accepted	Examples of PPP Not Accepted
	bread bags; frozen vegetable bags; soft drink case over-wrap; garden product bags; paper towel over-wrap; diaper and feminine hygiene products outer bags.	

Category 5 – Polystyrene (PS) Foam Packaging

PS Clamshells (EPS)	Egg cartons	
PS Trays/Plates (EPS)	Deli and take-out food trays	
PS Meat Trays (EPS)	White and coloured meat trays	
PS Hot Drink Cups (EPS)	Foam drink cups	
PS Cushion Packaging (EPS)	White foam and cushion packaging used for appliances, computers, TVs, printers	Foam packaging peanuts

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	
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	

Material Type	Examples of PPP Accepted	Examples of PPP Not Accepted
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	
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	

Material Type	Examples of PPP Accepted	Examples of PPP Not Accepted
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	
Bimetal Containers/Aerosols	Lubricating oil spray cans; insulating foam spray cans; pesticide spray cans	

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
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
SERVICE LEVEL FAILURES

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

#	Service Level Failure	Service Level Failure Credit
1.	Failure to provide a required report pursuant to Section 3.4.1 on time.	\$500 per day past deadline.
2.	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 ACRD.	\$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 ACRD.
3.	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.
4.	Pick up of In-Scope PPP by Designated Post-Collection Service Provider that contains more than 3% by weight on 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.
5.	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 ACRD plus \$5,000 per day of Labour Disruption.
6.	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 ACRD.	\$25,000 per weigh-scale ticketed load.
7.	Failure to clean-up or collect materials that have spilled outside the Depot boundary within 2 hours.	Twice the cost of cleanup incurred by ACRD (if ACRD performs the cleanup) and \$500 per incident (regardless of who performs the cleanup).

Procedure for the application of the Service Level Failure Credits shall be as per MMBC Procedure attached hereto as Attachment 3.1

ATTACHMENT 3.1**MMBC Procedure for 3% Non-PPP Service Level Failure Credit****Objective**

The Packaging and Printed Paper (PPP) Stewardship Plan is designed to divert PPP from disposal. MMBC'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 (see Appendix A, attached) in collected PPP will be monitored as part of routine composition audits of PPP set out for collection and PPP received at processing facilities. MMBC 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 MMBC is notified by a post-collection service provider of a possible quality problem, MMBC 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 MMBC beyond notification to the collector of the level of non-PPP.

Action if More than 3% Non-PPP is 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%, MMBC will notify ACRD 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, MMBC 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 ACRD/MMBC 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, MMBC will ask the collector to develop and implement a remediation plan.
 - a) The collector will, within 90 days, prepare and submit to ACRD/MMBC 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 ACRD/MMBC, the collector will implement the plan.

4. After 90 days of remediation plan implementation, MMBC 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 ACRD/MMBC 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, MMBC 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 MMBC 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 MMBC implement a service level failure credit, MMBC 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.

The Statement of Work (SOW) 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 of the SOW, 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. MMBC will support collectors' efforts to educate residents through its provincial communications strategy.

What is Packaging and Printed Paper (PPP)?

PPP is listed in Attachment 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 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 ad 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 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

MMBC 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 MMBC'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

1. Payment for Work

(a) General

ACRD shall pay Contractor, in lawful money of Canada, for the performance of the Contract, the amounts determined for the Work completed at the unit price submitted for the various items of Work 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 Work for Collection Services and in the other RFP Documents.

Any Work called for in the Collection Services or shown or implied or necessary for the completion of the Work 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 Contract and no separate payment shall be made on account of any such Work, but the cost of any such Work shall be included in the tendered unit prices or per tonne prices for the various items of Work appearing in the Schedule of Prices.

(b) Payment for work performed under this Contract shall be made to Contractor by ACRD on a Unit basis, dollars per household per year to collect single stream In-Scope PPP transported to the Designated Facility and on a fixed rate basis to collect In-Scope PPP delivered by Customers to depots.

(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 work has been satisfactorily carried out, ACRD will pay Contractor for the work 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) for each collection area multiplied by one twelfth of the unit price listed in the Schedule of Prices.
 - b. Monthly fixed fee for operation of each Depot under the SOW
- ii) The gross payment amount for each month will be reduced by the Service Level Failure Credits, set out in Attachment 3 of Part 3 - Statement of Work, to ACRD for the material reclassified by the Designated Facility during the month and any other costs assessed to the Contractor.
- iii) Service Level Failure Credits are based on the costs charged to ACRD by MMBC.

(d) Annual Adjustments

Prices per Household

The prices per Household submitted shall be considered to include the collection of any additional Households which qualify for service and which may be additional to the initial

count. ACRD shall, at ACRD's discretion, add new Households at any given time during the Term of the Agreement. The Contractor shall be required to provide service to the Households as they are added to the program scope. The Unit prices submitted shall be considered to include service to new Households, in a given calendar year, no extra charge shall be payable for additional Households.

The submitted unit rate for the Collection Services will be adjusted each year on the anniversary date of the Commencement Date of the Agreement, using the Consumer Price Index for BC (All Items), with the first such adjustment occurring one year after 01 December 2014, as calculated and approved by ACRD, as follows:

- Current year per-household price = previous year per-household price $\times (1 + (\text{percentage change in CPI}/100))$; where
- Percentage change in CPI for the period of October to September = $(\text{current year CPI} - \text{previous year CPI})/(\text{previous year CPI}) \times 100\%$; and
- Each year's CPI is the published CPI for the month in which the curbside collection services commence.
- If CPI decreases in the prior year, the rate of pay will remain the same as the prior year.

Number of Households

The number of Households in each Collection Area shall be adjusted on the 1st day of December in each year of the Term of the Agreement, commencing 01 December 2015 by increasing or decreasing from the 2014 baseline Household numbers for the Service Area compiled by ACRD and approved by MMBC for each Collection Area.

Household counts will be reviewed and audited by the Contractor every year for additions or subtractions. ACRD may, at its sole discretion, add or delete Households from any Collection Area during the Term of the Agreement.

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, ACRD 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 Work in accordance with the Contract.
- (b) That Contractor is failing to make prompt payments as they become due to Subcontractors or for equipment, labour or supplies and other ACRD accounts held.
- (c) That there exist unsatisfied claims for damages caused by Contractor to anyone employed in connection with the Work.

- (d) That Contractor has not submitted a Statutory Declaration for each monthly progress payment in the form required under the Agreement.
- (e) That the Work is interrupted due to strikes, lockouts or any other labour dispute.

Where Subcontractors or suppliers of materials, equipment or labour are not receiving prompt payment, ACRD may make payment to such Subcontractors, suppliers or ACRD credit accounts (AVLF or WCLF) directly and deduct the amount of such payments from amounts otherwise due to Contractor.

Contract Services Agreement (Sample)

SAMPLE

ALBERNI-CLAYOQUOT REGIONAL DISTRICT

CURBSIDE AND DEPOT COLLECTION OF PACKAGING
AND PRINTED PAPER

CONTRACT 14-01

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 Alberni-Clayoquot 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:

ALBERNI-CLAYOQUOT REGIONAL DISTRICT ("OWNER") OR ("ACRD")

AND:

XXXXXXXXXXXXXX ("CONTRACTOR")

RECITALS:

- A. ACRD has entered into an Agreement with Multi Material BC (MMBC), the Stewardship Agency responsible for managing Packaging and Printed Paper (PPP) under the BC Recycling Regulation, to manage the collection of PPP from Households within the capital region.
- B. ACRD called for proposals for the provision of services for RFP No.14-01, Alberni Valley Residential PPP Curbside and Depot Collection Services , (the "**Program**"), and Contractor in reply submitted a proposal dated {DATE}.
- C. ACRD has agreed to engage Contractor and Contractor has agreed to provide the services described in Part 3 – Statement of Work for Collection Services (the "**Services**") to ACRD 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, ACRD and Contractor agree as follows:

1. Contractor shall:

- i) Be and assume the responsibilities of the Prime Contractor as defined in Part 3 of 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 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 for the project entitled " Alberni Valley Residential PPP Curbside and Depot Collection Services".
- iii) Commence the work specified in the Statement of Work (SOW) of the Contract at 7:00

am PST on 01 December 2014 and continue with the work of the Contract for a period of four (4) consecutive years until 7:00 pm PST 30 November 2018. The Owner may, at its absolute and sole discretion, extend the Contract by one (1) year.

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, Statement of Work 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.

1.0 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, 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.

3. “**Alberni-Clayoquot Regional District**” or “**ACRD**” or “**Owner**” shall include its selected and appointed officers, employees, servants and agents.

4.

“**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 ACRD is the Disclosing Party, is and information of ACRD 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 Alberni-Clayoquot Regional District and the Contractor and 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**” means the successful Proponent or Proponents and the person who enters into the Contract with the Owner, including its appointed officers, employees, servants and agents.

“**ACRD 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 ACRD 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.

"Multi Material BC" or **"MMBC"** means the not-for-profit stewardship agency responsible for the management of Packaging and Printed Paper (PPP) to whom ACRD is contracted to manage PPP within the Geographical Collection Areas.

5. **"Other Contractor"** means any person, firm or corporation employed by the Owner other than through the Contractor.

6. **"Owner"** means the Alberni-Clayoquot Regional District (ACRD) or the Regional District.

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

"Service Commencement Date" means 1 December 2014.

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

"Service Level Failure" has the meaning set out in Section 4.4.2

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

"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 Product" means the deliverables to be created or provided to ACRD 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, ACRD, or Contractor and ACRD 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 each Statement of Work (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 ACRD representative may, at any time and from time to time, request additions, deletions, amendments or any other changes to the Statement of Work (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 Statement of Work; the Fees under a Statement of Work 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 Statement of Work or as otherwise set out in the Statement of Work.
- 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 ACRD'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 ACRD'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 ACRD.
- 2.2.6 If ACRD, in its discretion, accepts the Change Response, an authorized ACRD representative will provide Contractor with written approval of ACRD's acceptance in the form of an executed change order. If ACRD does not accept a Change Response, the parties will, on ACRD'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 Statement of Work without ACRD's prior written approval.
- 2.2.7 Contractor acknowledges that ACRD 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 ACRD unless implementing the Change will require Contractor to incur material additional costs, in which case Contractor will deal transparently with ACRD, including that Contractor will make available to ACRD all supporting information and documentation reasonably requested by ACRD 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 Statement of Work).

SECTION 3. DURATION

3.1 Term of Agreement

This Agreement will commence on the Effective Date and will continue until 30 November 2018 (the "Term"). ACRD may, at its sole discretion, extend the Term by one one (1) year Term. The Extended Terms shall be under the same terms and conditions.

3.2 Term of Statement of Work

The Services under the Statement of Work will commence on 01 December 2014, and will continue until 30 November 2018. ACRD may, at its sole discretion, extend the Services for an additional one-year term. The Extended Term shall be under the same terms and conditions.

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 ACRD 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 ACRD from time to time, and such other policies and standards that ACRD brings to the attention of Contractor from time to time (collectively, "**ACRD Policies and Standards**"). Notice of updating of, or new, ACRD Policies and Standards may be made by ACRD 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 emailed, without the need to confirm receipt. If compliance with updated or new ACRD 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 ACRD Policies and Standards; provided that Contractor must make any such request within thirty (30) days of ACRD providing notice of the updated or new ACRD 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 Statement of Work;
- 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 Statement of Work); 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 ACRD 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 ACRD 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 ACRD's rights or remedies), ACRD 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. of the Statement of Work. 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 of the Statement of Work.
- 4.4.3 Upon ACRD's request, and in any event at least once per month, ACRD will meet with Contractor (which meeting may be in person or by phone as determined by ACRD) 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 ACRD'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. ACRD 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 ACRD. 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 ACRD 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 ACRD 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 ACRD 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 ACRD 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 ACRD will have the right to make an equitable reduction to any Fees to reflect the value of any Services not received by ACRD 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, ACRD will have the right to terminate this Agreement for cause, immediately upon delivery of written notice of termination by ACRD 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, ACRD will pay Contractor the amounts set forth in any Statement of Work the fees as set out in Part 4 – Payment for Collection Services (the "**Fees**"). Except as expressly set out in a Statement of Work, there will be no other amounts payable by ACRD 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

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

5.3 Invoicing

- 5.3.1 Submission of Claim - Unless otherwise set out in the Statement of Work, Contractor will submit claims using ACRD claim form, or through such other method as ACRD may designate. ACRD 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 ACRD, Contractor will invoice ACRD for the validated claim, with reference to the issued purchase order; provided that ACRD 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 ACRD, Contractor will invoice ACRD using the contact information provided by ACRD for such purpose (as may be updated by ACRD 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 ACRD) within thirty (30) days of the purchase order date. In no event will ACRD 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 ACRD a Statutory Declaration, in a form approved by ACRD, 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 ACRD'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 ACRD. ACRD will pay and Contractor will remit such taxes to the appropriate taxing authority. On request, Contractor will provide reasonable assistance to ACRD to challenge the validity of any tax imposed on it due to this Agreement. If it is determined that ACRD paid Contractor an amount for tax that was not due, Contractor will refund the amount (plus any interest earned on it) to ACRD. 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

ACRD may deduct or withhold from any payment(s) made to Contractor any amount that ACRD 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 ACRD.

5.6 Payment

Subject to the terms and conditions of this Agreement, ACRD 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 ACRD with complete and accurate billing and contact information, including all information required by ACRD to effect electronic funds transfers and a billing email address to which ACRD may send submission reports and purchase orders. Contractor will promptly provide ACRD 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 ACRD 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 ACRD's request, Contractor will promptly investigate any written complaint from ACRD regarding any unsatisfactory performance by any of Contractor's personnel (including employees of a subcontractor 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, ACRD may require that such person be removed from all performance of additional work for ACRD. 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 ACRD'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 ACRD, 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 ACRD (not to be unreasonably withheld), including that ACRD'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 ACRD 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 ACRD:

- a) at least every two (2) weeks (or such other period as may be set out in a Statement of Work), Contractor will report, as ACRD may designate, the reporting information set out in the applicable Statement of Work for Services performed. Such reporting may include applicable sites; amount, type, or weight of materials; and service dates;
- b) upon such frequency as ACRD 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 ACRD to monitor and manage Contractor's performance; and
- c) such additional reports as ACRD may reasonably identify from time to time to be generated and delivered by Contractor on an ad hoc or periodic basis.
- d) Household counts will be reviewed and audited by the Contractor every year for additions or subtractions and reported to the ACRD.

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, ACRD (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 ACRD (or its audit representative) may conduct a financial audit to verify the amounts paid or payable by ACRD hereunder. If any audit reveals that ACRD has been overbilled, Contractor will reimburse the overcharged amount to ACRD 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 ACRD'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 ACRD (or its audit representative) upon ACRD's request.

7.3.3 Without limiting any other audit right, during the Term ACRD (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 ACRD (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 ACRD (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 ACRD 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 ACRD 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 ACRD.

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 ACRD to comply with all Privacy Laws, including that Contractor will obtain appropriate consents from the applicable individuals to allow Contractor and ACRD 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 ACRD of any demand, or request by a third party (including any government or a regulatory authority) for the disclosure of any information of ACRD 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 ACRD 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 ACRD; accordingly, Contractor will assign and hereby assigns to ACRD 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 ACRD, 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 ACRD, MMBC, 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 ACRD with whom Contractor is obligated under this Agreement to interact with directly (an "Other Service Provider"), ACRD 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 ACRD 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 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 ACRD, on or before the SOW and this Agreement Effective Date, an irrevocable letter of credit in the amount of \$50,000. The Performance Security will be in the form of Attachment 0.3 (or in such other form acceptable to ACRD, in ACRD's discretion). The Performance Security must be issued by a Canadian chartered bank acceptable to ACRD and must be callable at such bank's counters in Port Alberni, British Columbia. Contractor will maintain the Performance Security for the duration of this Agreement Term.
- 12.2.2 ACRD 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 ACRD pursuant to Section 13.2 of the Agreement to terminate the Agreement (and ACRD 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 ACRD under the Agreement become past due (this provision will in no way give Contractor the right to not pay any amounts due to ACRD, 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 ACRD 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 ACRD 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 ACRD 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 ACRD 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 ACRD and that any drawing on the Performance Security by ACRD is without prejudice to any entitlement ACRD may have to damages or other remedies under this Agreement, at law or in equity.
- 12.2.4 ACRD will not be entitled to draw on the Performance Security except in accordance with this Section 12.2. ACRD will not be required to give any prior notice to Contractor of its intention to draw on the Performance Security. ACRD's entitlement to draw on the Performance Security will not be conditional on proof of the damages or anticipated damages suffered by ACRD or proof of costs incurred by ACRD. If Contractor provides notice to ACRD that Contractor disputes ACRD's right to draw on the Performance Security and to retain the proceeds, ACRD 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, ACRD will remain liable to repay such improperly drawn amounts).
- 12.2.5 Upon ACRD's request, not more than once per twelve (12) month period, Contractor will deliver, or cause to be delivered, to ACRD 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 ACRD to Contractor pursuant to Section 5 in the three months immediately prior to the date of ACRD'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 ACRD, 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 ACRD, whether completed or not.

13.2 Termination by ACRD for Cause

ACRD 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 ACRD;
- 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 ACRD in the event that ACRD 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 ACRD does not cure such non-payment within sixty (60) days of receipt of notice thereof from Contractor.

13.4 Change in Applicable Law

ACRD 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 ACRD 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 ACRD 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 ACRD 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 ACRD 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 ACRD and Contractor will be addressed as follows:

- a) The parties will first attempt to resolve the Dispute through representatives from each of ACRD 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 ACRD 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 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 ACRD 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 and 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 ACRD 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 ACRD in the capacity of independent Contractor and not as an employee of ACRD. Contractor and ACRD 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 ACRD.

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. 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), (iv), on the designated day of delivery after being given to an express overnight courier with a reliable system for tracking delivery, or (v) 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 ACRD:

Alberni-Clayoquot Regional District
3008 Fifth Avenue
Port Alberni, BC
V9Y 2E3

Fax No.: 250-723-1327

Email: janice.hill@acrd.bc.ca

Attention: Environmental Services Coordinator

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 ACRD nor make any statement or issue any advertisement, publicity release, press releases to the public or the media with respect to this Agreement or ACRD, unless it has obtained ACRD'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 Statement of Work 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.

ALBERNI-CLAYOQUOT REGIONAL DISTRICT**CONTRACTOR**

Per: _____
(I have authority to bind ACRD)

Per: _____
(I have authority to bind Contractor)

Name: _____
(Please Print)

Name: _____
(Please Print)

Title: _____

Title: _____

Per: _____
(I have authority to bind ACRD)

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 ACRD, Contractor and the first signatory represent that no additional signatories are required).

ATTACHMENT 0.1**ACRD POLICIES AND STANDARDS****A. Weights And Measurements**

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

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

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

Weight is defined by ACRD 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 ACRD, as amended by ACRD 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 ACRD 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 ACRD may indicate (which may not be more frequently than monthly), Contractor will deliver to ACRD a report, in a form and format approved by ACRD, 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 Statement of Work, Contractor will credit to ACRD the applicable Service Level Failure Credit set out in such Statement of Work. Contractor agrees that Service Level Failure Credits compensate ACRD 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 ACRD 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 ACRD 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 ACRD).

ATTACHMENT 0.2

**INSURANCE REQUIREMENTS
(CERTIFICATES)**

ATTACHMENT 0.2**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 ACRD 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 ACRD's sole discretion).
- 3. ACRD and MMBC as Additional Insureds.** Contractor will add ACRD and MMBC as additional insureds on its Commercial General Liability policy with the following language: "Alberni-Clayoquot 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 ACRD 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 ACRD's prior written consent. Contractor will provide

not less than thirty (30) days' notice to ACRD prior to any material change to its insurance coverage or to its insurer.

6. **Coverage Details.** The insurance coverages under which ACRD 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 ACRD. 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 ACRD.
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.

ATTACHMENT 0.3

PERFORMANCE SECURITY

ATTACHMENT 0.3**ALBERNI-CLAYOQUOT REGIONAL DISTRICT****ALBERNI VALLEY RESIDENTIAL PPP CURBSIDE AND DEPOT COLLECTION SERVICE****CONTRACT 14-01****IRREVOCABLE COMMERCIAL LETTER OF CREDIT**

(Performance Security)

Letter of Credit No. _____ Amount \$ _____

(Date)

Alberni Clayoquot Regional District
3008 Fifth Avenue
Port Alberni, BC
V9Y 2E3

Ladies and Gentlemen:

IRREVOCABLE COMMERCIAL LETTER OF CREDIT

In accordance with the Contract for the Alberni Valley Residential PPP Curbside and Depot Collection Services, under Contract 14-01, ALBERNI VALLEY RESIDENTIAL PPP COLLECTION SERVICE, we hereby authorize you to draw on (NAME OF BANK), (ADDRESS OF BANK), Province of British Columbia, for account of (NAME OF TENDERER), up to an aggregate amount of \$50,000:

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 Alberni-Clayoquot 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 November 20, 2014.

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 0.4

WORKERS' COMPENSATION BOARD OF BRITISH COLUMBIA
CERTIFICATE