



INVITATION TO TENDER ("ITT") NO. PS09080

PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS

Tenders will be received in the Purchasing Services Office, 3rd Floor, Suite #320, East Tower, 555 West 12th Avenue, Vancouver, British Columbia, Canada, V5Z 3X7 prior to the Closing Time: 3:00:00 P.M. Vancouver Time (as defined in Note 2 below), on Tuesday May 5, 2009 and registered at 11:30:00 A.M. Wednesday, May 6, 2009.

NOTES:

1. Tenders are to be in sealed envelopes or packages marked with the Tenderer's Name, the ITT Title and Number.
2. Closing Time and Vancouver Time will be conclusively deemed to be the time shown on the clock used by the City's Purchasing Services Office for this purpose.
3. The City's Purchasing Services Office is open on Working Days 8:30 A.M. to 4:30 P.M. Vancouver Time and closed Saturdays, Sundays, and holidays.
4. DO NOT SUBMIT BY FAX.

All queries related to this ITT should be submitted
in writing to the attention of:

Eamonn Savage
Contracting Specialist
Fax: 604.873.7057

E-mail: purchasing@vancouver.ca

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PART A - INVITATION TO TENDER**

1.0 Invitation to Tender

1.1 The City of Vancouver (the “City”) invites interested and qualified parties, (the “Tenderers”) to submit tenders (“Tenders”) in response to this Invitation to Tender for the Processing and Marketing of Recycling Depot Materials (the “ITT”). Tenderers are requested to submit Tenders, prior to the Closing Time and to the location as detailed on the cover page of this ITT.

1.2 Tenderers may bid on all or any part of the Work. Tenderers are advised that the City reserves the right to award this Tender on a split basis and to choose to proceed with any portion of the Work, all of the Work or none of the Work and to substitute certain Work as it deems necessary. Accordingly, Tenderers are advised that they should be prepared to have their Tender prices accepted for any portion of the Work and each price tendered shall be independent from the other prices tendered.

2.0 Key Dates

2.1 Tenderers should note the following key dates:

Event	Dates
Deadline for Inquiries	April 28, 2009
Deadline for submission of Tenders	3:00:00 P.M. Tuesday May 5, 2009

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PART B - INSTRUCTIONS TO TENDERERS**

Note: The definitions set out in Part F - Scope of Work and Supplementary General Conditions or in other parts of this ITT apply throughout this ITT, including this Part B - Instructions to Tenderers, except where otherwise expressly stipulated or the context otherwise requires.

1.0 ADMINISTRATIVE REQUIREMENTS

- 1.1 It is the sole responsibility of the Tenderer to check the City's website at <http://www.vancouver.ca/fs/bid/bidopp/openbid.htm> regularly for amendments, addenda, and questions and answers related to this ITT.
- 1.2 The Tenderer is to submit its Tender submission in accordance with the terms of this ITT including the instructions identified on the cover page and as provided within this Part B.

2.0 CONDUCT OF ITT - INQUIRIES AND CLARIFICATIONS

- 2.1 The City's Manager of Supply Management has conduct of this ITT, and all communications are to be directed only to the Contact Person identified on the cover page.
- 2.2 It is the responsibility of the Tenderer to thoroughly examine these documents and satisfy itself as to the full requirements of this ITT. Inquiries are to be in written form only, faxed to 604-873-7057 or e-mailed to purchasing@vancouver.ca to the attention of the Contact Person before the deadline for inquiries set out in Part A Section 2.1. Questions and answers, and If required, Amendments will be issued and will be posted on the City's website as noted in Section 1.1 of this Part B above.

3.0 BACKGROUND OF THE RECYCLING DEPOT PROGRAM IN VANCOUVER

- 3.1 The City currently operates a full-scale Recycling Depot at the Vancouver South Transfer Station in Vancouver ("VSTS Depot") and a smaller scale Recycling Depot at the Vancouver Landfill in Delta ("VLF Depot").
- 3.2 The VSTS Depot is a public collection facility for Recyclable Materials ("Recyclables") providing a covered storage area that is below grade for most of the Containers. Materials collected at the VSTS Depot, and included in this ITT, are:
 - (a) Ferrous Metal;
 - (b) Aluminium;
 - (c) Plastics;
 - (d) Flint, Amber, and Green Glass;
 - (e) Old Newspapers ("ONP");
 - (f) Old Magazines ("OMG");
 - (g) Mixed Paper Products ("MPP"); and
 - (h) Old Corrugated Containers ("OCC").
- 3.3 The VLF Depot is a public collection facility for Recyclables. The collection area at the VLF Depot is not under cover. Recyclables collected at the VLF Depot, and included in this ITT are:
 - (a) Ferrous Metals;
 - (b) Plastics;
 - (c) MPP; and

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(d) OCC.

- 3.4 All Chlorofluorocarbon ("CFC") and non-CFC refrigerants are removed from refrigerators, freezers and air conditioners by a Metro Vancouver contractor before these appliances are set aside for collection for recycling with the Ferrous Metals. CFC removal occurs at both the VSTS Depot and the VLF Depot.
- 3.5 For further details on Depot locations and Depot operation, see Sections SW.1 Definitions, SW.2 Depot Operation and Material Servicing Requirements, SW.3 Operating Hours, and SW.4 Service Notification and Schedule.
- 3.6 Tenderers should be aware that existing and proposed legislation such as the Recycling Regulation (British Columbia) enacted under the Environmental Management Act (British Columbia) may have an impact on the quantities of materials received at the Depots.

4.0 TENDER AND FORM OF SUBMISSION

4.1 Tenders not submitted in strict accordance with these instructions or Tenders not complying with the requirements as outlined in the Tender Documents may be rejected at the discretion of the City.

4.2 The sealed Tender on the Form of Tender provided, together with all other documents required by the Tender Documents, shall be filed with:

Purchasing Services Office
3rd Floor, Suite 320, East Tower,
555 West 12th Avenue
Vancouver, B.C. V5Z 3X7

prior to the Closing Time shown on the cover of this ITT.

4.3 The Closing Time will be conclusively deemed to be the time shown on the clock used by the City's Purchasing Services Office for this purpose.

4.4 Tenders received after the Closing Time may or may not be returned unopened to the Tenderer.

4.5 Faxed or emailed Tenders and/or other documents will not be accepted, and will be returned to the Tenderer.

4.6 Tenders should be enclosed in a sealed plain envelope or package, clearly marked: "ITT PS09080 Processing and Marketing of Recycling Depot Materials", with the Tenderer's name in the upper left hand corner.

4.7 Each Tender should be signed in longhand by or on behalf of the Tenderer, with his usual signature. Tenders by partnerships should be signed by at least two of the partners, followed by the designations of the partners signing. Tenders by a company should specify the full legal name of the company followed by the signatures of the duly authorized signing officer(s) and should have the company's seal affixed. Each page of the Form of Tender, including the Schedules should bear the initials of those persons who have

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executed the Form of Tender.

- 4.8 All blank spaces in the Form of Tender should be filled in. All prices and notations should be typewritten or written in ink. Erasures, interlineations or other corrections should be initialled by the person or persons signing the Tender.
- 4.9 Tenderers must submit on Schedule B provided in the Form of Tender, a Tender Summary that provides a listing of the Calculated Annual Tender Values which are carried forward from Schedules B1 to B12. These unit prices and/or lump sums will be used to compute interim progress payments and will be reviewed prior to Contract award so Tenderers should ensure that the sums accurately reflect the costs for each item. The Tenderer may be required to justify the submitted breakdown.
- 4.10 Unless otherwise stipulated, Tenders should be made on the Form of Tender supplied and signed as specified in 4.7 of this Part B.
- 4.11 Tenders should be all inclusive and should be without qualification or condition.
- 4.12 All Schedules including Schedule C - Certificate of Existing Insurance are to be completed in accordance with this ITT and attached to and included with the signed Form of Tender.

5.0 OPENING OF TENDERS

- 5.1 Tenders will be opened and registered in public in the:

Purchasing Services Office,
3rd Floor, Suite #320, East Tower,
555 West 12th Avenue,
Vancouver, British Columbia, Canada, V5Z 3X7

promptly after the Closing Time as outlined on the cover page. Tenders will not be available for public scrutiny at the Tender opening session; however, for each opened Tender, the Tender Summary at Schedule B of the Form of Tender will be read aloud.

- 5.2 Award of a Contract will be subject to approval by Vancouver City Council and the evaluation criteria and legal terms and conditions of this ITT.

6.0 CONTRACT

- 6.1 The successful Tenderer or Tenderers will become a Contractor(s) and will be required to sign the Contract (on the terms and conditions noted in the Form of Agreement) with the City.

7.0 INSURANCE

- 7.1 The Contractor shall maintain the insurance provisions described in GC 10.0 - General Conditions, at the Contractor's expense. The Tenderer shall submit with its Tender a completed Certificate of Existing Insurance in the form attached as Schedule C to the Form of Tender - Part C, together with an Undertaking of Insurer in the form attached as Schedule G to the Form of Tender - Part C, whereby the Tenderer's insurer or broker

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undertakes to provide the Contractor with insurance to meet the requirements set out in GC 10.0 - General Conditions as of the commencement of the Contract.

8.0 WORKSAFEBC

8.1 Tenderers should familiarize themselves with the latest WorkSafeBC requirements as laid out in GC 9.0 of the General Conditions.

9.0 VERBAL AGREEMENTS WAIVED

9.1 The Tenderers attention is drawn to the waiver of verbal agreements as set forth in GC 20.0 - Verbal Agreements Waived.

10.0 INFORMAL TENDERS

10.1 All Tenderers are expected to submit complete Tenders that satisfy all Tender requirements and Tenders that do not, may be rejected. However, the City may, in its sole discretion, waive non-compliance with the Tender Documents or specifications and may, in its sole discretion, accept Tenders that are incomplete, conditional, or obscure, or that may contain additions not called for, erasures, alterations, or irregularities of any kind.

11.0 UNIT PRICE, MARKET INDICATORS AND QUANTITIES

11.1 This is a unit price Contract and payment will be based on the Fixed Unit Values tendered (where applicable), the Fixed Market Indicator Adjustor values tendered (where applicable), the specified Market Indicator values, which fluctuate monthly, the actual quantities of materials received and processed as determined by the City Engineer pursuant to the Contract, and the Container Rental fees (where applicable) and Container Service fees (where applicable).

11.2 The quantities set forth in Schedule A - Schedule of Approximate Quantities, the Fixed Unit Values, the Fixed Market Indicator Adjustor values, and the Market Indicator values set forth in the Schedule of Payment Matrices in Schedules B1 to B12, will be used to calculate the annual Tender values, solely for the purpose of Tender evaluation, as set forth in Section 18 (Tender Evaluation) of this Part B.

11.3 The Form of Tender is structured such that the Calculated Unit Values for Ferrous Metals, Aluminium, ONP, OMG, MPP, and OCC, are tied, using Fixed Market Indicator Adjustor values tendered by the Contractor, to specified monthly Market Indicator values, so that the Calculated Unit Values fluctuate from month-to-month in response to market fluctuations. The Fixed Market Indicator Adjustor values shall remain unchanged for the duration of the Contract, except for the required escalation set forth in GC 27.0 or unless adjusted by the City Engineer as set forth in SW.7.

11.4 The Fixed Unit Values tendered for Plastics and Flint, Amber, Green and Mixed Glass shall remain unchanged for the duration of the Contract, except for the required escalation as set forth in Section GC 27.0.

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11.5 The City Engineer makes no guarantee that the quantities set forth in Schedule A - Schedule of Approximate Quantities represent the actual quantities of materials that will be received and processed during the term of the Contract, nor that the specified Market Indicator values for January, 2009 represent the actual values for these indicators during the term of the Contract. These quantities and values, along with the calculated annual Tender values, are provided solely for the purpose of evaluating the Tender. The accuracy of the quantities and the specified Market Indicator values are not guaranteed and are for comparison only.

12.0 TENDERER TO INVESTIGATE

12.1 Tenderers shall make a careful examination, and shall investigate and satisfy themselves at their own risk and expense, of all matters relating to the nature of the Work to be undertaken, the extent of the Work to be performed, and any and all matters which are referred to in any drawings, specifications or other Contract documents, or which are necessary for the full and proper completion of the Work and the conditions under which it will be performed. No allowance shall be made subsequently in this connection on behalf of a Tenderer for any error, negligence, interpretation or misinterpretation on the Tenderers part. Site visits to the depots by Tenderers are encouraged by the City Engineer and will be arranged by the City's representative upon request. Site visits may be requested through the email address on the cover page.

13.0 ACCEPTANCE OF TENDERS AND AWARD OF CONTRACT

13.1 Notwithstanding anything to the contrary contained in the Invitation to Tender, the Instructions to Tenderers, or any other section of the Tender Documents:

- (a) Tenderers are notified that the lowest Tender prices (in the case of net costs to the City), highest Tender prices (in the case of net revenues to the City), or any Tender need not necessarily be accepted, and that the City reserves the right to reject any and all Tenders at any time without further explanation or to accept any Tenders considered advantageous to the City. Acceptance of any Tenders is contingent on funds being approved and the Contract award being made by City Council. Tenders that contain qualifying conditions or otherwise fail to conform to these Tender Documents may be disqualified or rejected. The City may waive any non-compliance with the Tender Documents, specifications or any conditions, including the timing of delivery of anything required by this Tender and may, at its sole discretion, elect to retain for consideration Tenders which are nonconforming because they do not contain the content or form required by the Tender Documents or because they have not complied with the process for submission set out herein.
- (b) Tenders are irrevocable and shall remain open for acceptance by the City for a period of sixty (60) calendar days after the Closing Time even if the Tender of another Tenderer is accepted by the City.
- (c) The award of any Contract shall be based on the evaluation of the Tenders by the City on any basis the City deems will best serve its interests, including but not limited to the following criteria, as applicable in the City's sole opinion:

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- (i) the overall cost impact of the Tender on the operations of the City, including the addition of all applicable taxes to the prices quoted;
 - (ii) the reputation and experience of the Tenderer and of the Tenderer's staff to be allocated to the Work;
 - (iii) the technical credibility, financial resources and environmental responsibility of the Tenderer;
 - (iv) the source of any materials to be utilized by the Tenderer in the performance of the Contract;
 - (v) the Tenderer's scheduling of the Work in relation to the City's schedule and the ability to complete the Work within the time frame required by the City;
 - (vi) the best value to the City based on quality, service, price and any criteria set out herein based solely on the City's assessment of the Tender; and
 - (vii) the Tenderer's method and location of material receiving, processing and marketing.
- (d) Where the City determines that all Tender prices are too high (in relation to net costs to the City) or too low (in relation to net revenues to the City), all Tenders may be rejected.
- (e) Where the City's Manager - Supply Management is of the view, in his/her sole discretion, that there is an ambiguity or other discrepancy which cannot be discerned or resolved from examining the contents of the Tender, then whether or not such an ambiguity or discrepancy actually exist on the face of the Tender the City may, prior to Contract award, solicit clarification from the Tenderer or accept clarification from the Tenderer on any aspect of the Tender. Such clarification may include the acceptance of any further documents or information which shall then form part of the Tender. The soliciting or accepting of such clarification (whether or not solicited) by the City shall be without any duty or obligation on the City to advise any other Tenderers or to allow them to vary their Tender prices as a result of the acceptance of clarification from any one or more Tenderers and the City shall have no liability to any other Tenderer(s) as a result of such acceptance of clarification.
- (f) The City may, prior to and/or after Contract award, negotiate changes to the scope of the Work, the materials, the specifications or any conditions with the low Tenderer (in the case of net costs to the City) or the high Tenderer (in the case of net revenues to the City), or any one or more of the Tenderers without having any duty or obligation to advise any other Tenderers or to allow them to vary their Tender prices as a result of changes to the scope of the Work, the materials, the specifications or any conditions and the City shall have no liability to any other Tenderer as a result of such negotiations or modifications.

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- (g) The Tenderer acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Tenderer as a result of or arising out of submitting a Tender for the proposed Contract, or due to the City's acceptance or non-acceptance of their Tender or any breach by the City of the bid contract between the City and each of the Tenderers or arising out of any Contract award not made in accordance with the express or implied terms of the Tender Documents.
- (h) The City may award the Contract on the basis of policies and preferences not stated in the Tender package or otherwise than as stated in the Tender Documents.
- (i) Guidelines or policies that may be applicable shall not give rise to legal rights on the part of any Contractor, Subcontractor or others as against the City and shall in no case create any liability on the part of the City.

14.0 TAXES AND OTHER COSTS

- 14.1 Tenderers are advised that all Tender prices shall include all costs including insurance, shipping charges, tariffs, custom duties and all other applicable rates and charges. Prices shall not include the Federal Goods and Services Tax or the Provincial Sales Tax.

15.0 CORPORATE RESUME

- 15.1 The Tenderer shall submit with the Tender Documents a corporate resume describing all previous experience relevant to processing and marketing Recyclable Materials including personnel, references, details of past and present contracts or agreements and, if applicable, current materials processed, current plant Throughput and Out Throw, and current material inventories. The City Engineer will treat this information as confidential, as set forth in Section 20.0 of these Instructions, only if it is submitted in a plain, sealed envelope and clearly labelled Corporate Resume - Confidential.

16.0 TENDERERS QUALIFICATIONS

- 16.1 Tenderers who, in the sole opinion of the City Engineer, lack the expertise or capability to complete this Contract will not be considered.

17.0 SUBCONTRACTORS

- 17.1 The Tenderer should insert in Schedule "D" of the Tender a list of Subcontractors, providing name, address of place of business, and the portion of the Work to be done by the Subcontractor or the equipment or materials to be supplied by the Subcontractor. Failure to submit a complete list of subcontractors may result in the Tender being considered incomplete. No changes or additions to this list shall be made without the prior written approval of the City Engineer. The City Engineer will treat this information as confidential, as set forth in Section 20.0 of these Instructions, only if it is submitted in a plain sealed envelope and clearly labelled List of Subcontractors - Confidential.

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18.0 TENDER EVALUATION

- 18.1 In addition to any other requirements of the Tender Documents, the Tender must be submitted on the forms set forth in Part C - Form of Tender for the Tender to be considered complete.
- 18.2 Tenderers are advised that the City reserves the right to award this Contract on a split basis and to choose to proceed with any portion of the Work, all the Work or none of the Work and substitute certain services as it deems necessary. Accordingly, Tenderers are advised that they must be prepared to have their Tender prices accepted for any portion of the Work and each price tendered shall be independent from other prices tendered.
- 18.3 Tender evaluation will be based in part on the calculated annual Tender value as submitted by the Tenderer and shown in the Schedule of Payment Matrices of the Form of Tender, and adjusted by the City for estimated annual container rental and container servicing charges.
- 18.4 Tender evaluation will also be based in part on the proposed end markets and uses for the Recyclable Materials. Tenderers are required to furnish a complete list of the proposed end markets and uses for the Recyclable Materials that are delivered to the Contractor. For each material there must be at least one potential end market listed, including the Recycling Plant(s) location, end use (product), and name, address, and telephone number of the Recycling Plant(s) contact person(s). The City Engineer will treat this information as confidential, as set forth in Section 20.0 of these Instructions, only if it is submitted in a plain sealed envelope and clearly labelled End Markets - Confidential.
- 18.5 The City Engineer must be assured that materials collected for recycling will, in fact, be recycled. For comparison purposes during Tender evaluation the following hierarchy of preferred uses will be considered:
- (a) recycling into same or similar recyclable products;
 - (b) recycling into alternate recyclable products;
 - (c) recycling into alternate onetime or non-recyclable products (e.g. mixed plastic lumber or glass aggregate).
- 18.6 Tender evaluation will also be based in part on the diversity of the proposed markets as the City Engineer must be assured that, even though the most desirable market may not be available, there is an alternate or backup market available for the materials.
- 18.7 The Tenderer's method and location of material receiving, processing and marketing will be considered.
- 18.8 City Council supports in principle the use of the Catalyst Paper Corporation de-inking facility and it is expected that the City's No. 8 ONP will be directed to that facility as set forth in SW.13.

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19.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

19.1 This Tender and all documents submitted to the City by the Tenderer, as well as any resultant studies and documents received, are under the control of the City and are, consequently, subject to the Freedom of Information and Protection of Privacy Act (British Columbia). This means that they are subject to requests for access, although items may qualify for nondisclosure under one or more sections of the Act that limit the access right of requesters. Tenderers shall specify what information, if any, is being supplied to the City in strict confidence as set forth in Section 20.0 of these Instructions.

20.0 CONFIDENTIALITY

20.1 If submitted in a plain, sealed envelope and clearly labelled Confidential, the Tenderers corporate resume, list of Subcontractors, and proposed end markets, will be treated as confidential by the City Engineer. However, this confidential information, if material to the award of the Contract, may be disclosed if and when the recommendation of Contract award is made to City Council and matters referred to City Council often become available to the general public, in which case the City shall not be liable to any Tenderer for the release of such confidential information.

21.0 PAYMENT

21.1 Payment shall be made in accordance with the terms set out in the Form of Agreement, the General Conditions, and the Scope of Work and Supplementary Conditions that are attached hereto.

22.0 GENDER NEUTRAL

22.1 References to the masculine or singular throughout these documents shall be considered to include the feminine or plural, and vice versa as the context requires.

23.0 NONRESIDENT WITHHOLDING TAX

23.1 Tenderers are advised that, if they are not residents of Canada, the Income Tax Act of Canada requires that a certain percentage of the monies otherwise payable to the Contractor will be withheld by the City and remitted to the Receiver General of Canada. The percentage required to be withheld and remitted varies depending, among other things, on the country of residence, the provisions of any applicable treaties and the nature of the payment. Non-resident Tenderers may contact the Vancouver office of the Canada Revenue Agency, Taxation for further details. The City shall receive a credit under the Contract for monies withheld and remitted.

24.0 FAMILIARITY WITH PROVISIONS, REQUIREMENTS, AND QUALIFICATIONS

24.1 The Tenderer shall be subject to each and every provision, requirement, and qualification contained in the Tender Documents, and the submission of such Tender shall be considered by both the City and the Tenderer as conclusive evidence that the Tenderer has carefully read each and every page of the Tender Documents by initialling each and every page of the Tender Documents in the space provided.

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25.0 EXAMINATION OF TENDER DOCUMENTS

- 25.1 Upon receipt of the Tender Documents, the Tenderer shall be responsible for checking the pages of the Tender Documents against the pages listed in the Table of Contents to ensure that the Tender Documents are complete. The Tenderer shall notify the contact person listed on the cover page immediately should any set of Tender Documents be incomplete.
- (a) The Tenderer shall make his/her own estimate therefrom of the facilities and difficulties attending the performance and the completion of the Work.
 - (b) No allowance shall be made subsequently on behalf of a Contractor for any error, omission or negligence on the Contractor's part or for non-compliance with the requirements of this clause.

26.0 RELEASE, INDEMNITY AND LIMITATION

(a) Release

The Tenderer now releases the City from all liability for any Losses in respect of:

- (i) any alleged (or judicially imposed) breach by the City or its employees, officers, officials or agents, including the Engineer, of the Tender Contract (it being acknowledged and agreed that to the best of the parties' knowledge, the City has no obligation or duty under the Tender Contract which it could breach (other than obligations or duties merely alleged or imposed judicially));
- (ii) any unintentional tort of the City or its employees, officers, officials or agents, including the Engineer, occurring in the course of conducting this Invitation to Tender;
- (iii) the Tenderer preparing and submitting a signed Form of Tender;
- (iv) the City accepting or rejecting the Tenderer's Tender;
- (v) the manner in which a Contract award is made or in which no Contract award is made; and
- (vi) the Tenderer(s), if any, to whom a Contract award is made.

(b) Indemnity

The Tenderer now indemnifies and will protect and save the City and its employees, officers, officials and agents, including the Engineer, harmless from and against all Losses, in respect of any claim or threatened claim by the Tenderer or any of its Subcontractors, subconsultants or materials or equipment suppliers alleging or pleading:

- (i) any alleged (or judicially imposed) breach by the City or its employees, officers, officials or agents, including the Engineer, of the Tender Contract (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the Tender Contract which it could breach (other than obligations or duties

**INVITATION TO TENDER NO. PS09080
PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS
PART B - INSTRUCTIONS TO TENDERERS**

merely alleged or imposed judicially);

- (ii) any unintentional tort of the City or its employees, officers, officials or agents, including the Engineer, occurring in the course of conducting this Invitation to Tender; or
- (iii) liability on any other basis related to the tendering process, bidding process or the Tender Contract.

(c) Limitation

In the event that, with respect to anything relating to the tendering process, bidding process or the Tender Contract, the City or its employees, officers, officials or agents, including the Engineer, are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Tenderer or its Subcontractors, subconsultants or suppliers, whether at law or in equity or in contract or in tort, or are found liable to the Tenderer or its Subcontractors, subconsultants or suppliers on any basis or legal principle of any kind, the City's liability is limited to a maximum of Five Hundred Dollars (\$500) in Canadian currency, despite any other term or agreement (either expressly stated or implied) to the contrary.

27.0 DISPUTE RESOLUTION

27.1 Any dispute relating in any manner to this Invitation to Tender, except only disputes arising between the City and any Tenderer to whom the City has made an award of the Contract, will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia) amended as follows:

- (a) The arbitrator will be selected by the City's Manager of Supply Management; and
- (b) Paragraph 26 above - Release, Indemnity and Limitation will:
 - (i) bind the arbitrator, the Tenderer and the City; and
 - (ii) survive any and all awards made by the arbitrator.

28.0 RELEASE OF INFORMATION RESTRICTED

28.1 No information will be given out between the Closing Time and the time the Contract award (or decision not to award the Contract) is made. Tenderers must attend the tender opening in order to obtain information prior to the making of the Contract award.

29.0 CONTRACT EXECUTION

29.1 The successful Tenderer shall execute a Contract with the City in the Form of Agreement, which shall form part of the Contract Documents. The Form of Agreement is not to be completed at the time of Tendering, as it is attached only as an example of the Contract that the successful Tenderer will be required to execute with the City after award of the Contract by Vancouver City Council.

**INVITATION TO TENDER NO. PS09080
PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS
PART C - FORM OF TENDER**

Tenderer's Name: _____
"Tenderer"

Address: _____

Telephone: _____ Fax: _____

Key Contact Person: _____

E-mail: _____ Incorporation Date: _____

Address of Tenderer's Receiving Facility _____

Hours of Operation of Tenderer's Receiving Facility (days and hours on those days).

Name of Receiving Facility Supervisor _____

Phone No. _____ Fax No. _____

WorkSafeBC Registration Number: _____

1.0 To the City of Vancouver:

- 1.1 I/we declare that I am/we are of lawful age and the only person(s) interested in this Tender; and no person, firm or company other than the one whose signature, or the signature of whose proper officers and seal are affixed below, has any interest in this Tender or in the Contract proposed to be taken.
- 1.2 I/we further declare that this Tender is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a Tender for the same work, and that it is in all respects fair and without collusion or fraud.
- 1.3 I/we further declare that no member of the City Council or any officer of the City of Vancouver is, or will become, interested directly or indirectly as a contracting party, partner, stockholder, surety, or otherwise in or in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits therefore, or in any of the monies to be derived therefrom.

**INVITATION TO TENDER NO. PS09080
PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS
PART C - FORM OF TENDER**

- 1.4 I/we having carefully examined the Instructions to Tenderers, the General Conditions, the Scope of Work and Supplementary General Conditions, the Form of Tender, the Form of Agreement, the Addenda, and all other Sections hereby tender and offer to enter into a Contract within the prescribed time to receive, process, market, sell and transport or arrange to transport to market for the purpose of recycling or reusing the Recyclable Materials delivered to me/us by the City or transported by me/us from the City, and received from the City, and all other things necessary and incidental to the performance of these activities, according to the conditions of this Contract.
- 1.5 I/we further agree that if this Tender is accepted I/we will accept the material designated in the Schedule of Payment in any quantity at the Fixed Unit Value or Calculated Unit value, as applicable, for a given month as shown in the Schedule of Payment.
- 1.6 I/we agree that this Tender is irrevocable for a period of sixty (60) days from the Closing Time and that if this Tender is accepted, I/we will, within five (5) Business Days of being notified to do so, execute the Contract. In the event of default or failure on my/our part to do so, I/we agree that the City shall be at liberty to accept another Tender or to advertise for new Tenders, or to carry out the project in any way the City may deem best.
- 1.7 I/we also agree to pay the City the difference between this Tender and any greater sum that the City may expend or incur by reason of such default or failure, or by reason of such action as aforesaid on their part including the cost of any advertisement for new Tenders.

Required Documents:

Description	Required	Received
Undertaking of Insurer	Yes	
Certificate of Existing Insurance	Yes	
Corporate Resume	Yes	

If the above documents do not accompany the Tender at the time of opening, the Tender may or may not be put aside and given no further consideration.

To be Initialled at Tender Opening:

 Manager, Supply Management or designate

 Witness

 Name of Tenderer

 Initials of Signing Officer

**INVITATION TO TENDER NO. PS09080
PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS
PART C - FORM OF TENDER**

2.0 Compliance

2.1 By initialling each item, the Bidder acknowledges it has read and understands the Scope of Work, has submitted the required addenda, has identified deviations or alternatives, and provided an explanation of where it does not comply with the Requirements.

Section Title	Understand, Will Comply	Does Not Comply	Variations, Alternatives or Explanation for Non-Compliance
<u>Part A</u> Invitation to Tender			
<u>Part B</u> Instructions to Tenderers			
<u>Part C</u> Form of Tender			
<u>Part D</u> Form of Agreement			
<u>Part E</u> General Conditions			
<u>Part F</u> Scope of Work and Supplementary General Conditions			

**INVITATION TO TENDER NO. PS09080
PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS
PART C - FORM OF TENDER**

3.0 References

3.1 The following is a list of references for similar goods and/or services supplied by the Tenderer to other clients. The Tenderer agrees that the City may contact these references at its discretion. In addition, the City may also contact any other organization for the purposes of evaluating the Tenderer's company and Tender.

Name and Address of Company	Contact Name and Telephone Number	Brief Description of Work and Date Performed

4.0 Schedule of Payment

4.1 Each box of Part C, Schedules B1 to B12 - Schedule of Payment Matrix must contain a Tender value for the Tender on a particular Recyclable Material Category to be considered complete. The values in columns C, F and G are tendered values to be used for purposes of determining monthly payments, while the values in columns A, B, D, and E are estimated, given or calculated values to be used for the purpose of evaluating Tenders only. The Tenderer shall calculate and enter values in columns D and E, where applicable. The calculated annual Tender values for Mixed Glass and No. 6 Grade ONP will be \$0.00 because the estimated tonnes per year for these Recyclable Materials is zero. A positive (+) value indicates revenue to the City and a negative (-) value indicates a cost to the City. Container Rental fees and Container Service fees should be entered as negative values as these are costs to the City. Similarly, the Fixed Market Indicator Adjustor value is usually bid as a negative value, indicating that the Contractor is paying the City less than the Market Indicator value. Indicating \$0 for the Container Rental fee and/or Container Service fee shall mean that the price for these services is included in the price per tonne of material received.

**INVITATION TO TENDER NO. PS09080
PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS
PART C - FORM OF TENDER**

- 4.2 For Plastics and Flint, Amber, Green and Mixed Glass, Recyclable Material Categories that are not tied to a Market Indicator, the Tenderer bids a Fixed Unit Value.
- 4.3 For Ferrous Metals, Aluminium, ONP, OMG, MPP and OCC, Recyclable Material Categories that are tied to a Market Indicator, the Tenderer bids a Fixed Market Indicator Adjustor value. There is no floor value for the Recyclable Material Categories that are tied to a Market Indicator.
- 4.4 Tenderers shall bid only one Container Rental fee and only one Container Service fee for each Recyclable Material Category, regardless of the varying sizes of the Containers supplied. The Container Rental fee shall apply to each Container rented. The Container Service fee shall apply to each Servicing. Tenderers shall state the number of containers and the dimensions and volume of each container to be supplied as specified in SW.2 - Depot Operation and Material Servicing Requirements. Any subsequent change to the type, dimensions and volume of any Container will be at the sole discretion of the City Engineer.
- 4.5 Tenderers may bid on one, some or all of the Recyclable Material Categories. If you do not wish to bid on a particular Recyclable Material Category, place N/A (Not Applicable) in each empty box of Part C, Schedules B1 to B12 - Schedule of Payment Matrix for that material.
- 4.6 All prices are to be unit prices. As described in Section 18.2 of Part B of this ITT, each price shall be independent. Tenderers are advised that the City reserves the right to award this Contract on a split basis and to choose any portion of the Work, all the Work or none of the Work and may substitute certain Work as it deems necessary. Accordingly, Tenderers are advised that they must be prepared to have their Tender prices accepted for any portion of the Work and each price tendered shall be independent from the other prices tendered.
- 4.7 Estimated quantities set forth in Part C, Schedule A - Schedule of Approximate Quantities, are not guaranteed by the City. The Contractor shall accept any amount of the material at the applicable Contract rate.

**INVITATION TO TENDER NO. PS09080
PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS
PART C - FORM OF TENDER**

Tender prices must be in Canadian Dollars (CAD\$) and shall not include the Federal Goods and Services Tax nor the Provincial Sales Tax.

Definitions of the Recyclable Materials are contained in SW.1.

SIGNED and SEALED this ___ day of _____, 2009 by the duly authorized officers of the Tenderer:

Tenderer's Legal Name or Registered Corporate Name and Address:

(Seal)

per: _____

per: _____

Witness' Name, Signature, and Address where Tenderer is a Proprietorship or Partnership:

(Address)

(Name and Signature)

**INVITATION TO TENDER NO. PS09080
PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS
PART C - FORM OF TENDER**

**SCHEDULE A
Schedule of Approximate Quantities**

The quantities contained in the following table will be used to calculate the annual Tender values for the purpose of Tender evaluation, but the City Engineer makes no guarantee that these quantities represent the actual quantities of material that will be received and processed during the term of the Contract and reserves the right to provide greater or lesser quantities of some or all of the Recyclable Materials during the term of the Contract. These quantities are provided solely for the purpose of evaluating Tenders. The Tenderer is referred to Part B Sections 3.0, 11.0, and 12.0 with respect to being aware of potential changes in quantities of materials to be received and processed in the future, and with respect to determining quantity estimations to the Tenderers own satisfaction.

The accuracy of these quantities is not guaranteed. (N/A = Not Applicable)

Recyclable Material Category	Estimated Quantities Tonnes per Year	
	VSTS	VLF
Ferrous Metals	4,000	1,700
Aluminium	8	N/A
Plastics	30	2
Glass - Flint	20	N/A
- Amber	10	N/A
- Green	20	N/A
- Mixed	0	N/A
No. 8 Grade ONP	220	N/A
No. 6 Grade ONP	0	N/A
Old Magazines (OMG)	115	N/A
Mixed Paper Products (MPP)	660	90
Old Corrugated Containers (OCC)	640	150

**INVITATION TO TENDER NO. PS09080
PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS
PART C - FORM OF TENDER**

**SCHEDULE B
Tender Summary**

The following tendered amounts are carried over from the bottom row of columns E, F, and G in Part C, Schedules B1 to B12 - Schedule of Payment Matrices:

SCHED. OF PAYMENT MATRIX REF.	RECYCLABLE MATERIAL CATEGORY	CALCULATED ANNUAL TENDER VALUE	CONTAINER RENTAL FEE	CONTAINER SERVICE FEE
B1	FERROUS METALS AT VSTS	\$	\$_____/mo.	\$_____/Service
B2	FERROUS METALS AT VLF	\$	\$_____/mo.	\$_____/Service
B3	ALUMINUM AT VSTS	\$	\$_____/mo.	\$_____/Service
B4	PLASTICS AT VSTS	\$	N/A	N/A
B5	PLASTICS AT VLF	\$	\$_____/mo.	\$_____/Service
B6	FLINT GLASS	\$	\$_____/mo.	\$_____/Service
B6	AMBER GLASS AT VSTS	\$		
B6	GREEN GLASS AT VSTS	\$		
B6	MIXED GLASS AT VSTS	\$		
B7	No. 8 ONP AT VSTS	\$	N/A	N/A
B7	No. 6 ONP AT VSTS	\$		
B8	OMG AT VSTS	\$	\$_____/mo.	\$_____/Service
B9	MPP AT VSTS	\$	N/A	N/A
B10	MPP AT VLF	\$	\$_____/mo.	\$_____/Service
B11	OCC AT VSTS	\$	N/A	N/A
B12	OCC AT VLF	\$	N/A	\$_____/Service

N/A = Not Applicable

Name of Tenderer

FT 7

Initials of Signing Officer

**INVITATION TO TENDER NO. PS09080
PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS
PART C - FORM OF TENDER**

**SCHEDULE B1
Schedule of Payment Matrix**

Recyclable Material Category: FERROUS METALS AT VSTS DEPOT

"A"	Market Indicator	"B"	"C"	"D"	"E"
Estimated Tonnes Per Year as set forth in Schedule A		Market Indicator Value for January, 2009 (C\$/tonne)	Fixed Market Indicator Adjustor Value (C\$/tonne)	Calculated Unit Tender Value for January, 2009 "D" = "B" + "C" (C\$/tonne)	Calculated Annual Tender Value "E" = "A" x "D" (C\$)
4,000	"American Metal Market Indicator"	\$84.49			

Example of the Ferrous Metal "American Metal Market Indicator" value calculation for January 2009:
= midpoint of range quoted is US\$ 70 per gross ton x 0.9843 gross tons per tonne x 1.2263 C\$ per US\$ = C\$84.49 per tonne

Recyclable Material Category: FERROUS METALS AT VSTS DEPOT

Number of Containers	Dimensions and Volume for each Container (m, m ³)	"F" Container Rental Fee (C\$/month)	"G" Container Service Fee (C\$/Service)

Name of Tenderer

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Initials of Signing Officer

**INVITATION TO TENDER NO. PS09080
PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS
PART C - FORM OF TENDER**

**SCHEDULE B2
Schedule of Payment Matrix**

Recyclable Material Category: FERROUS METALS AT VLF DEPOT

"A"	Market Indicator	"B"	"C"	"D"	"E"
Estimated Tonnes Per Year as set forth in Schedule A		Market Indicator Value for January, 2009	Fixed Market Indicator Adjustor Value	Calculated Unit Tender Value for January, 2009 "D" = "B" + "C"	Calculated Annual Tender Value "E" = "A" x "D"
		(C\$/tonne)	(C\$/tonne)	(C\$/tonne)	(C\$)
1,700	"American Metal Market Indicator"	\$84.49			

Example of the Ferrous Metal "American Metal Market Indicator" value calculation for January 2009:
= midpoint of range quoted is US\$ 70 per gross ton x 0.9843 gross tons per tonne x 1.2263 C\$ per US\$ = C\$84.49 per tonne

Recyclable Material Category: FERROUS METALS AT VLF DEPOT

Number of Containers	Dimensions and Volume for each Container (m, m ³)	"F"	"G"
		Container Rental Fee (C\$/month)	Container Service Fee (C\$/Service)

Name of Tenderer

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Initials of Signing Officer

INVITATION TO TENDER NO. PS09080
 PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS
 PART C - FORM OF TENDER

SCHEDULE B3
Schedule of Payment Matrix

Recyclable Material Category: ALUMINUM AT VSTS DEPOT

"A"	Market Indicator	"B"	"C"	"D"	"E"
Estimated Tonnes Per Year as set forth in Schedule A		Market Indicator Value for January, 2009	Fixed Market Indicator Adjustor Value	Calculated Unit Tender Value for January, 2009	Calculated Annual Tender Value
		(C\$/tonne)	(C\$/tonne)	"D" = "B" + "C" (C\$/tonne)	"E" = "A" x "D" (C\$)
8	"American Metal Market Indicator"	\$337.97			

Example of "Aluminium American Metal Market Indicator" value calculation for January, 2009:
 = midpoint of range quoted is US cents 12.5 per pound x .01 dollars per cent x 2204.83 pounds per tonne x 1.2263 C\$ per US\$ = C\$337.97 per tonne

Recyclable Material Category: ALUMINUM AT VSTS DEPOT

Number of Containers	Dimensions and Volume for each Container	"F"	"G"
	(m, m ³)	Container Rental Fee (C\$/month)	Container Service Fee (C\$/Service)

 Name of Tenderer

FT 10

 Initials of Signing Officer

INVITATION TO TENDER NO. PS09080
 PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS
 PART C - FORM OF TENDER

SCHEDULE B4
Schedule of Payment Matrix

Recyclable Material Category: PLASTICS AT VSTS DEPOT

"A"	"C"	"E"
Estimated Tonnes Per Year as set forth in Schedule A	Fixed Unit Value (C\$/tonne)	Calculated Annual Tender Value "E" = "A" x "C" (C\$)
30		

City owned Container. City delivers material.

Presently, the VSTS Depot accepts rigid plastic containers, lids and labels, including but not limited to, those identified by the Society of Plastics (SPI) code numbers 1, 2, 4 and 5, not excluding those that have contained motor oil. Please indicate below the Society of Plastics (SPI) code numbers that you are willing to receive. Leaving the space below blank shall indicate that the Tenderer accepts the definition of Plastics in Section SW.1 Definitions.

Name of Tenderer

FT 11

Initials of Signing Officer

**INVITATION TO TENDER NO. PS09080
PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS
PART C - FORM OF TENDER**

**SCHEDULE B5
Schedule of Payment Matrix**

Recyclable Material Category: PLASTICS AT VLF DEPOT

"A" Estimated Tonnes Per Year as set forth in Schedule A	"C" Fixed Unit Value (C\$/tonne)	"E" Calculated Annual Tender Value "E" = "A" x "C" (C\$)
2		

Presently, the VLF Depot accepts rigid plastic containers, lids and labels, including, but not limited to, those identified by the Society of Plastics (SPI) code numbers 1, 2, 4 and 5, not excluding those that have contained motor oil. Please indicate below the Society of Plastics (SPI) code numbers that you are willing to receive. Leaving the space below blank shall indicate that the Tenderer accepts the definition of Plastics in Section SW.1 Definitions.

Recyclable Material Category: PLASTICS AT VLF DEPOT

Number of Containers	Dimensions and Volume for each Container (m, m ³)	"F" Container Rental Fee (C\$/month)	"G" Container Service Fee (C\$/Service)

Name of Tenderer

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Initials of Signing Officer

INVITATION TO TENDER NO. PS09080
 PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS
 PART C - FORM OF TENDER

SCHEDULE B6
Schedule of Payment Matrix

Recyclable Material Category: GLASS AT VSTS DEPOT

Colour	"A" Estimated Tonnes Per Year as set forth in Schedule A	"C" Fixed Unit Value (C\$/tonne)	"E" Calculated Annual Tender Value "E" = "A" x "C" (C\$)
Flint	20		
Amber	10		
Green	20		
Mixed	0		

Recyclable Material Category: GLASS AT VSTS DEPOT

Number of Containers	Dimensions and Volume of each Container (m, m ³)	"F" Container Rental Fee (C\$/month)	"G" Container Service Fee (C\$/Service)

 Name of Tenderer

FT 13

 Initials of Signing Officer

**INVITATION TO TENDER NO. PS09080
PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS
PART C - FORM OF TENDER**

**SCHEDULE B7
Schedule of Payment Matrix**

Recyclable Material Category: ONP AT VSTS DEPOT

Grade	"A" Estimated Tonnes Per Year as set forth in Schedule A	Market Indicator	"B" Market Indicator Value for January, 2009 (C\$/tonne)	"C" Fixed Market Indicator Adjustor Value (C\$/tonne)	"D" Calculated Unit Tender Value for January, 2009 "D" = "B" + "C" (C\$/tonne)	"E" Calculated Annual Tender Value "E" = "A" x "D" (C\$)
No. 8 Grade	220	"Catalyst Indicator"	\$97.50			
No. 6 Grade	0	"Pulp and Paper Week Indicator"	\$16.90			

Example of No. 8 Grade ONP "Catalyst Indicator" value calculation for January, 2009:
= C\$88.00 per tonne plus shipping allowance of C\$ 9.50 per tonne = C\$97.50 per tonne

Example of News (6) (No. 6 Grade ONP) "Pulp and Paper Week" Indicator value calculation for January, 2009:
= midpoint of range quoted is US\$12.50 per short ton x 1.1023 short tons per tonne x 1.2263 C\$ per US\$ = C\$16.90 per tonne

City owned Container. City delivers material.

Name of Tenderer

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Initials of Signing Officer

INVITATION TO TENDER NO. PS09080
 PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS
 PART C - FORM OF TENDER

SCHEDULE B8
Schedule of Payment Matrix

Recyclable Material Category: OMG AT VSTS DEPOT

"A"	Market Indicator	"B"	"C"	"D"	"E"
Estimated Tonnes Per Year as set forth in Schedule A		Market Indicator Value for January, 2009	Fixed Market Indicator Adjustor Value	Calculated Unit Tender Value for January, 2009 "D" = "B" + "C"	Calculated Annual Tender Value "E" = "A" x "D"
		(C\$/tonne)	(C\$/tonne)	(C\$/tonne)	(C\$)
115	"Pulp and Paper Week Indicator"	\$54.07			

Example of OMG "Pulp and Paper Week Indicator" value calculation for January, 2009:

= midpoint of range quoted is US\$40.00 per short ton x 1.1023 short tons per tonne x 1.2263 C\$ per US\$ = C\$54.07 per tonne

Recyclable Material Category: OMG AT VSTS DEPOT

Number of Containers	Dimensions and Volume of each Container	"F"	"G"
	(m, m ³)	Container Rental Fee	Container Service Fee
		(C\$/month)	(C\$/Service)

 Name of Tenderer

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 Initials of Signing Officer

INVITATION TO TENDER NO. PS09080
 PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS
 PART C - FORM OF TENDER

SCHEDULE B9
Schedule of Payment Matrix

Recyclable Material Category: MPP AT VSTS DEPOT

"A"	Market Indicator	"B"	"C"	"D"	"E"
Estimated Tonnes Per Year as set forth in Schedule A		Market Indicator Value for January, 2009	Fixed Market Indicator Adjustor Value	Calculated Unit Tender Value for January, 2009	Calculated Annual Tender Value
		(C\$/tonne)	(C\$/tonne)	"D" = "B" + "C"	"E" = "A" x "D"
		(C\$/tonne)	(C\$/tonne)	(C\$/tonne)	(C\$)
660	"Pulp and Paper Week Indicator"	\$13.52			

Example of MPP "Pulp and Paper Week Indicator" value calculation for January 2009:
 = midpoint of range quoted is US\$10.00 per short ton x 1.1023 short tons per tonne x 1.2263 C\$ per US\$ = C\$13.52 per tonne.

City owned Container. City delivers material.

 Name of Tenderer

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 Initials of Signing Officer

INVITATION TO TENDER NO. PS09080
 PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS
 PART C - FORM OF TENDER

SCHEDULE B10
Schedule of Payment Matrix

Recyclable Material Category: MPP AT VLF DEPOT

"A"	Market Indicator	"B"	"C"	"D"	"E"
Estimated Tonnes Per Year as set forth in Schedule A		Market Indicator Value for January, 2009	Fixed Market Indicator Adjustor Value	Calculated Unit Tender Value for January, 2009 "D" = "B" + "C"	Calculated Annual Tender Value "E" = "A" x "D"
		(C\$/tonne)	(C\$/tonne)	(C\$/tonne)	(C\$)
90	"Pulp and Paper Week Indicator"	\$13.52			

Example of MPP "Pulp and Paper Week Indicator" value calculation for January 2009:

= midpoint of range quoted is US\$10.00 per short ton x 1.1023 short tons per tonne x 1.2263 C\$ per US\$ = C\$13.52 per tonne.

Recyclable Material Category: MPP AT VLF DEPOT

Number of Containers	Dimensions and Volume of each Container (m, m ³)	"F" Container Rental Fee (C\$/month)	"G" Container Service Fee (C\$/Service)

Name of Tenderer

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Initials of Signing Officer

INVITATION TO TENDER NO. PS09080
 PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS
 PART C - FORM OF TENDER

SCHEDULE B11
Schedule of Payment Matrix

Recyclable Material Category: OCC AT VSTS DEPOT

"A"	Market Indicator	"B"	"C"	"D"	"E"
Estimated Tonnes Per Year as set forth in Schedule A		Market Indicator Value for January, 2009	Fixed Market Indicator Adjustor Value	Calculated Unit Tender Value for January, 2009	Calculated Annual Tender Value
		(C\$/tonne)	(C\$/tonne)	"D" = "B" + "C" (C\$/tonne)	"E" = "A" x "D" (C\$)
640	"Pulp and Paper Week Indicator"	\$54.07			

Example of OCC "Pulp and Paper Week Indicator" value calculation for January, 2009:

= midpoint of range quoted is US\$40.00 per short ton x 1.1023 short tons per tonne x 1.2263 C\$ per US\$ = C\$54.07 per tonne

City owned Container. City delivers material.

Name of Tenderer

FT 18

Initials of Signing Officer

INVITATION TO TENDER NO. PS09080
 PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS
 PART C - FORM OF TENDER

SCHEDULE B12
Schedule of Payment Matrix

Recyclable Material Category: OCC AT VLF DEPOT

"A"	Market Indicator	"B"	"C"	"D"	"E"
Estimated Tonnes Per Year as set forth in Schedule A		Market Indicator Value for January, 2009 (C\$/tonne)	Fixed Market Indicator Adjustor Value (C\$/tonne)	Calculated Unit Tender Value for January, 2009 "D" = "B" + "C" (C\$/tonne)	Calculated Annual Tender Value "E" = "A" x "D" (C\$)
150	"Pulp and Paper Week Indicator"	\$54.07			

Example of OCC "Pulp and Paper Week Indicator" value calculation for January, 2009:
 = midpoint of range quoted is US\$40.00 per short ton x 1.1023 short tons per tonne x 1.2263 C\$ per US\$ = C\$54.07 per tonne

Recyclable Material Category: OCC AT VLF DEPOT

<p style="margin: 0;">"G"</p> <p style="margin: 0;">Container Service Fee</p> <p style="margin: 0;">(C\$/Service)</p>

City leased Container.

Name of Tenderer

FT 19

Initials of Signing Officer

**INVITATION TO TENDER NO. PS09080
PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS
PART C - FORM OF TENDER**



SCHEDULE C

**CERTIFICATE OF EXISTING INSURANCE
TO BE COMPLETED AND SUBMITTED ALONG WITH TENDER**

Section 2 through 8 - to be completed by the Insurer or its Authorized Representative

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
And certifies that the insurance policy (policies) as listed herein has been issued to the Named Insured and is in full force and effect as of the effective date of the agreement described below.
 NAMED INSURED *(must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)*

BUSINESS TRADE NAME or DBA DOING BUSINESS AS _____

BUSINESS ADDRESS _____

DESCRIPTION OF OPERATION _____

3. PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)
- | | | | |
|-----------------------------------|-----------------------------------|----|-------|
| INSURER _____ | Insured Values (Replacement Cost) | - | |
| TYPE OF COVERAGE _____ | Building and Tenants Improvement | \$ | _____ |
| POLICY NUMBER _____ | Contents and Equipment | \$ | _____ |
| POLICY PERIOD From _____ to _____ | Deductible Per Loss | \$ | _____ |

4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)
- Including the following extensions:
- | | | | |
|---|---|---------------------|-------|
| ✓ Personal Injury | INSURER _____ | | |
| ✓ Property Damage including Loss of Use | POLICY NUMBER _____ | | |
| ✓ Products and Completed Operations | POLICY PERIOD _____ | From _____ to _____ | |
| ✓ Cross Liability or Severability of Interest | Limits of Liability (Bodily Injury and Property Damage Inclusive) - | | |
| ✓ Employees as Additional Insureds | Per Occurrence | \$ | _____ |
| ✓ Blanket Contractual Liability | Aggregate | \$ | _____ |
| ✓ Non-Owned Auto Liability | All Risk Tenant's Legal Liability | \$ | _____ |
| | Deductible Per Occurrence | \$ | _____ |

5. AUTOMOBILE LIABILITY INSURANCE for operation of owned and/or leased vehicles
- | | |
|-----------------------------------|---|
| INSURER _____ | Limits of Liability - |
| POLICY NUMBER _____ | Combined Single Limit \$ _____ |
| POLICY PERIOD From _____ to _____ | <i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i> |

6. UMBRELLA OR EXCESS LIABILITY INSURANCE
- | | |
|-----------------------------------|---|
| INSURER _____ | Limits of Liability (Bodily Injury and Property Damage Inclusive) - |
| POLICY NUMBER _____ | Per Occurrence \$ _____ |
| POLICY PERIOD From _____ to _____ | Aggregate \$ _____ |
| | Self-Insured Retention \$ _____ |

7. PROFESSIONAL LIABILITY INSURANCE
- | | |
|-----------------------------------|--|
| INSURER _____ | Limits of Liability |
| POLICY NUMBER _____ | Per Occurrence/Claim \$ _____ |
| POLICY PERIOD From _____ to _____ | Aggregate \$ _____ |
| | Deductible Per Occurrence/Claim \$ _____ |
- If the policy is in a "Claims Made Form", please specify the applicable Retroactive Date: _____*

8. OTHER INSURANCE
- | | |
|-----------------------------------|------------------------------|
| TYPE OF INSURANCE _____ | Limits of Liability |
| INSURER _____ | Per Occurrence \$ _____ |
| POLICY NUMBER _____ | Aggregate \$ _____ |
| POLICY PERIOD From _____ to _____ | Deductible Per Loss \$ _____ |
| TYPE OF INSURANCE _____ | Limits of Liability |
| INSURER _____ | Per Occurrence \$ _____ |
| POLICY NUMBER _____ | Aggregate \$ _____ |
| POLICY PERIOD From _____ to _____ | Deductible Per Loss \$ _____ |

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE _____ Dated _____

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER _____

INVITATION TO TENDER NO. PS09080
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PART C - FORM OF TENDER

SCHEDULE D
List of Subcontractors

The following are the Subcontractors we propose to use for the categories of Work listed hereunder:

WORK (BY AREA OF RESPONSIBILITY)	NAME	ADDRESS	CONTACT NAME AND TITLE	TELEPHONE NUMBER

Name of Tenderer

Initials of Signing Officer

**INVITATION TO TENDER NO. PS09080
PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS
PART C - FORM OF TENDER**

SCHEDULE E - CONTINUED

Tenderer's Experience with Related Work

The Tenderer should list any comparable projects which it or its Subcontractors has (have) undertaken by providing the following information:

Company Name: _____

Description of Work: _____

Location of Work: _____

Contract Value: \$ CDN

Start & Completion Dates: _____

Completed on Schedule? Yes/No (Circle Correct Response)

Name of Contract Owner: _____

Name of Reference: _____

Current Telephone Number and E-mail of Reference:

Names of Key Personnel and Subcontractors:

**INVITATION TO TENDER NO. PS09080
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PART C - FORM OF TENDER**

SCHEDULE E - CONTINUED

Tenderer's Experience with Related Work

The Tenderer should list any comparable projects which it or its Subcontractors has (have) undertaken by providing the following information:

Company Name: _____

Description of Work: _____

Location of Work: _____

Contract Value: \$ CDN

Start & Completion Dates: _____

Completed on Schedule? Yes/No (Circle Correct Response)

Name of Contract Owner: _____

Name of Reference: _____

Current Telephone Number and E-mail of Reference:

Names of Key Personnel and Subcontractors:

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PART C - FORM OF TENDER

SCHEDULE F
Tenderer's Proposed Variations

The Tenderer should make a full and complete statement and description of any changes or variations it proposes in the Scope of Work as set out in the Tender Documents, if any.

Additional pages may be attached to this page and/or separate numbered documents such as specifications, descriptive literature and drawings may be submitted with this Schedule "F". Each such additional page and/or separate document will be clearly marked "Invitation to Tender No. PS09080, Processing and Marketing of Recycling Depot Materials, Part C - Form of Tender - Schedule "F" - Tenderer's Proposed Variations", with the name of the Tenderer indicated and each additional page initialed on behalf of the Tenderer.

Name of Tenderer

FT 24

Initials of Signing Officer

INVITATION TO TENDER NO. PS09080
PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS
PART C - FORM OF TENDER

SCHEDULE G
Undertaking of Insurance

(To be Submitted with Form of Tender)

To: City of Vancouver

RE: [_____ PS _____]

Dear Sirs:

We, the undersigned have completed, signed and attached the "Certificate of Existing Insurance" enclosed with this undertaking and now also do hereby, undertake and agree to

- (1) Insure the Contractor in the amount of \$5,000,000 Commercial General Liability Insurance as outlined in the Tender Documents and agree to:
 - A. name the City of Vancouver, and its officials, officers, employees, and agents as additional insureds;
 - B. state that such policy applies to each insured in the same manner and to the same extent as if separate policies had been issued to each insured named on the policy (cross liability and severability of interests endorsement);
 - C. state that the policy cannot be cancelled, or coverage materially reduced without at least 60 days written notice delivered to the City of Vancouver's Recycling Coordinator; and
 - D. state that the coverage provided by such insurance shall protect the Contractor and the City of Vancouver during the supply of the Product and performance of the Work specified in the Tender Documents and specifically that the insurance required by such Tender Documents shall be consistent with the requirements therein,

- (2) Insure the Contractor for the full replacement cost value of the unlicensed mobile equipment owned or leased by the Contractor for use with this Project with Contractor's Equipment Insurance as outlined in the Tender Documents and agree to:
 - A. name the City of Vancouver as an insured;
 - B. naming the City of Vancouver as a loss payee stating that proceeds will be payable to the Contractor and City as their interests may appear;
 - C. containing a waiver of subrogation against the City of Vancouver and all of its officials, officers, employees, and other agents,
 - D. state that the policy cannot be cancelled, lapsed, or materially changed without at least sixty (60) days written notice of cancellation delivered to the City of Vancouver's Project Manager; and

Name of Tenderer

FT 25

Initials of Signing Officer

INVITATION TO TENDER NO. PS09080
PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS
PART C - FORM OF TENDER

SCHEDULE G (CONTINUED)
Undertaking of Insurance

- E. state that the coverage provided by such insurance shall protect the Contractor and the City of Vancouver during the performance of the Work specified in the Tender Documents and specifically that the insurance required by such Tender Documents shall be consistent with the requirements therein,
- (3) insure the Contractor for all Third Party Auto Legal Liability Insurance in an amount not less than five million (\$5,000,000) dollars per occurrence and Physical Damage Insurance for all vehicles owned, leased or operated by the Contractor or its sub-contractors in connection with supply of the Product and performance of the Work specified in the Tender Documents and specifically that the insurance required by such Tender Documents shall be consistent with the requirements therein:

If the Contract is awarded to:

EXCEPTIONS:

Dated at _____, British Columbia, this _____ day of _____ 2009

BY: _____ TITLE:

The "Certificate of Existing Insurance" in Schedule C should be completed and signed and enclosed with this Schedule G both of which are to be signed by the Insurance Company or an authorized Broker on behalf of the Insurance Company. A SEPARATE FORM (AND CERTIFICATE OF EXISTING INSURANCE) SHOULD BE SIGNED FOR EACH POLICY IF TENDERER HAS MORE THAN ONE INSURER OR BROKER FOR ITS POLICIES.

INVITATION TO TENDER NO. PS09080
PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS
PART D - FORM OF AGREEMENT

FORM OF AGREEMENT

The AGREEMENT is made as of the _____ day of _____, 20_____.

BETWEEN:

CITY OF VANCOUVER
having an office at 453 West 12th Avenue,
Vancouver, British Columbia, V5Y 1V4

(hereinafter referred to as the City)

OF THE FIRST PART

AND:

(hereinafter referred to as the Contractor)

OF THE SECOND PART

WITNESSES as follows:

- (a) In consideration of the covenants and agreements hereinafter contained and to be performed by the City, the Contractor hereby agrees with the City to do the work within the time herein limited, at the prices and on the terms and conditions herein contained.
- (b) In consideration of the performance by the Contractor of all and singular the covenants and agreements herein contained and to be performed by the Contractor, the City HEREBY COVENANTS AND AGREES with the Contractor that it will pay to the Contractor the sums of money herein specified as payment if payment is due to the Contractor, and the Contractor HEREBY COVENANTS AND AGREES with the City that it will pay to the City the sums of money herein specified as payment if payment is due to the City.
- (c) IT IS UNDERSTOOD AND AGREED by and between the parties hereto that the Tender including the Table of Contents, the Invitation to Tender, the Instructions to Tenderers, the Form of Tender, the General Conditions, the Scope of Work and Supplementary Conditions, the Form of Agreement, the Addenda, and all other Sections shall be read with and form part of this agreement as if embodied herein.
- (d) Whenever in this agreement it is stipulated that anything shall be done or be performed by either of the parties hereto, it shall be assumed that such party has thereby entered, and such party does hereby enter, into a covenant with the other party to do or perform the same.
- (e) All grants, covenants, provisos and claims, rights, powers, privileges, and liabilities contained in this agreement shall be read and held as made by and with and granted to and imposed

**INVITATION TO TENDER NO. PS09080
PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS
PART D - FORM OF AGREEMENT**

upon the respective parties hereto and their respective heirs, executors, administrators, successors and permitted assigns, in the same manner as if the words "heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places, and in the event of more than one person being the Contractor, the said grants, covenants, provisos and claims, rights, powers, privileges and liabilities shall be construed and held to be several as well as joint.

- (f) If the Contractor is, at any time, a non-resident of Canada, within the meaning of the Income Tax Act of Canada as amended, then, and the Contractor hereby so agrees, the City may deduct from all monies payable under the Contract and remit to the Receiver General of Canada, the Government of Canada or Revenue Canada, Taxation sums not greater than the greater of:
- (i) Twenty-five percent (25%) of all monies payable under the Contract; and
 - (ii) Sums required to be withheld and remitted by the Income Tax Act of Canada as amended.

The City shall receive a further credit under the Contract for monies withheld as of and from the date of the withholding (regardless of when or whether remitted) and no interest shall be payable by the City on sums withheld, not remitted as aforesaid and later paid directly to the Contractor.

- (g) This Contract shall be binding upon and shall enure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

CITY OF VANCOUVER

BY: _____ C/S

CONTRACTOR

BY: _____
Authorized Signatory

Authorized Signatory

IN PRESENCE OF:

Witness

INVITATION TO TENDER NO. PS09080
PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS
PART E -GENERAL CONDITIONS

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**INVITATION TO TENDER NO. PS09080
PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS
PART E -GENERAL CONDITIONS**

The Contractor will perform the Work of this Contract according to the following General Conditions:

1.0 The Contract

1.1 The intent of the Contract is that the Contractor shall provide all materials, supervision, labour, equipment, land, and all else necessary for, or incidental to, the proper execution of the Work, unless specifically noted otherwise. The Contractor shall do all the Work outlined in the Contract Documents, as defined below, and all other things deemed necessary to complete the Works.

1.2 In the case of any inconsistency or conflict of the provisions within the Contract Documents listed below (the "Contract Documents"), the provisions of such documents thereto will take precedence and govern in the following order:

- a) Form of Agreement;
- b) Addenda;
- c) General Conditions;
- d) Scope of Work and Supplementary Conditions;
- e) Form of Tender;
- f) Instructions to Tenderers;
- g) Invitation to Tender; and,
- h) All other documents.

2.0 Discrepancies

2.1 Any discrepancies found in the Contract Documents, or any errors or omissions in the Contract Documents, shall immediately be reported to the City Engineer, who shall promptly correct such discrepancies, errors or omissions in writing. Any Work done prior to and/or after the discovery of such discrepancies, errors or omissions shall be done at the Contractor's own risk and expense.

3.0 The City Engineer and the Contractor

3.1 The City Engineer is the official person responsible for all aspects of administration of the Contract on behalf of the City.

3.2 The Contractor shall have complete control of its own organization, the carrying out of the Work, and the method of carrying out the Work.

3.3 The Contractor shall notify the City Engineer, in writing, within five (5) working days if, in the Contractor's opinion, a decision by the City Engineer or his representative is in error and not in accordance with the Contract Documents.

3.4 The City Engineer may delegate his powers to other persons as the City Engineer deems appropriate.

3.5 The City Engineer may appoint any person or company, or the employee of any such person or company, to be an Inspector. Such Inspector shall have the authority of the City Engineer to reject materials, procedures, and/or workmanship that do not comply with the provisions of the Contract and to order the Contractor to stop work until the materials,

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PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS
PART E -GENERAL CONDITIONS

procedures, and/or workmanship comply with such provisions.

- 3.6 The Contractor shall appoint a person working for the Contractor to represent the Contractor in the day-to-day operation of the Contract.

4.0 Subcontractors

- 4.1 The Contractor shall be held fully responsible to the City for the acts and omissions of his Subcontractors and of persons directly or indirectly employed by them.

- 4.2 The Contractor agrees to bind every Subcontractor by the terms and conditions of the Contract Documents as far as applicable to his work; however, nothing contained in the Contract Documents shall create any contractual relation between the Contractor's Subcontractors and the City.

5.0 Laws, Notices, Permits, and Fees

- 5.1 The Contractor shall, at his own expense, procure all permits, certificates, and licenses required by law for the Work and shall comply with all local, provincial, and federal laws, regulations, and ordinances, now and hereinafter enacted, that may affect the successful execution of the Work, unless the Contract Documents specifically provide otherwise.

- 5.2 The Contractor shall give all required notices and comply with all laws, regulations, ordinances, codes, and orders of all authorities having jurisdiction relating to the Work and to the preservation of public health and safety, and shall indemnify and save harmless the City from his failure to do so. If the Contractor observes anything in the Contract Documents to be at variance with the foregoing, he shall promptly notify the City Engineer, in writing, and await the City Engineer's instructions. If the Contractor performs any work, knowing it to be contrary to such laws, regulations, ordinances, codes, and orders, and without giving notice to and requesting instructions from the City Engineer, he shall bear all costs arising therefrom.

6.0 Change in the Work

- 6.1 The City Engineer, without invalidating the Contract, may make changes to the Contract by adding or deleting Recyclable Materials and/or Recyclable Material Categories to be processed and marketed in conjunction with this Contract. The Contractor shall proceed with the Work as changed and the Work shall be executed under the provisions of the Contract. No changes shall be undertaken by the Contractor without the written consent of the City Engineer.

- 6.2 Contract price negotiations for changes in the Work shall be based on the Contractor's *bona-fide* incremental cost that is directly associated with processing and marketing the new Recyclable Material or Recyclable Material Category. Additionally, the Contract price negotiations shall also consider the resale value of the Recyclable Materials and/or Recyclable Material Category and a reasonable expected profit for the Contractor. A Fixed Unit Value, where applicable, or a Market Indicator and a Fixed Market Indicator Adjustor value, where applicable, will be included in the negotiation.

7.0 Inspection of Work

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PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS
PART E -GENERAL CONDITIONS

- 7.1 The City Engineer shall at all times have access to any facilities (such as the Receiving Facility or Recycling Plant(s)) used by the Contractor or his subcontractor(s) to fulfil the obligations of this Contract. The Contractor shall provide proper access to such facilities for inspection by the City Engineer.
- 7.2 The City Engineer shall inspect such facilities and the Contractor's performance of the Work for the purpose of promoting effective execution of the Contract, and such inspection, or lack of it, shall not relieve the Contractor of his responsibility to perform the Work in accordance with the Contract Documents.
- 7.3 Where any deviation from the requirements of this Contract is found, the City Engineer shall forthwith notify the Contractor in writing. The Contractor shall forthwith upon receipt of such notification by the City Engineer, institute and carry out corrective measures that shall ensure full performance in conformity with the requirements of this Contract.
- 8.0 Labour
- 8.1 The Contractor shall at all times enforce discipline and good order among its employees and shall not employ on the Work an unfit person or anyone not skilled in the Work assigned. Any employee on the Work who is intoxicated, intemperate, disorderly, or wilfully negligent shall be discharged by the Contractor from the Work.
- 9.0 WorkSafeBC Compliance
- 9.1 *Payment of WorkSafeBC Assessments* - The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under this Contract until WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Contract had been paid in full.
- 9.2 *General WorkSafeBC Obligations* - The Contractor will have a safety program acceptable to WorkSafeBC and will ensure that all City and WorkSafeBC safety policies, rules and regulations are observed during performance of this Contract, not only by the Contractor but by all Subcontractors, workers, material suppliers and others engaged in the performance of this Contract.
- 9.3 *Initial Proof of WorkSafeBC Registration/Good Standing* - Within five (5) Business Days of the City notifying the Contractor to do so, the Contractor will provide the City with the Contractor's and all Sub-Contractor's WorkSafeBC registration numbers.
- 9.4 *Subsequent Proof of WorkSafeBC Registration/Good Standing* - Within five (5) Business Days of the City notifying the Contractor to do so, and concurrently with making any application for payment under this Contract, the Contractor will provide the City with written confirmation that the Contractor and all Sub-Contractors are registered in good standing with WorkSafeBC and that all assessments have been paid to the date of the City's notification to the Contractor, or to the date of application for payment, as applicable.

**INVITATION TO TENDER NO. PS09080
PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS
PART E -GENERAL CONDITIONS**

- 9.5 Special Indemnity Against WorkSafeBC Non-Compliance - The Contractor will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to:
- a) Unpaid WorkSafeBC assessments of the Contractor or any other employer for whom the Contractor is responsible under this Contract;
 - b) The acts or omissions of any person engaged directly or indirectly by the Contractor in the performance of this Contract and which acts or omissions are or are alleged by WorkSafeBC to constitute a breach of the WorkSafeBC OH&S Regulation or other failure to observe safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by the WorkSafeBC; or
 - c) Any breach of the Contractor's obligations under this General Condition
- 10.0 Insurance
- 10.1 Without limiting any of its obligations or liabilities under the Contract, the Contractor and its subcontractors shall obtain and continuously carry during the term of the Contract at their own expense and cost, the following insurance coverages with minimum limits of not less than those shown in the respective items set out below.
- 10.2 All insurance policies shall be in a form and in amounts satisfactory from time to time and with insurers acceptable to the City's Director of Risk Management and shall provide the City with sixty (60) days prior written notice of material change, lapse or cancellation. Notice must identify the Contract title, number, policy holder, scope of work, and be forwarded to the City, Attention: Recycling Coordinator, Engineering Department, Solid Waste Management Branch, 11th Floor, 453 West 12th Avenue, Vancouver, B.C., V5Y 1V4.
- 10.3 The Contractor and each of his subcontractors shall provide at their own cost any additional insurance which they are required by law to provide or which they consider necessary.
- 10.4 Neither the providing of insurance by the Contractor in accordance with the requirements hereof, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing shall be held to relieve the Contractor from any other provisions of the Contract Documents with respect to liability of the Contractor or otherwise.
- 10.5 The insurance coverage shall be primary insurance as respects the City. Any insurance or self-insurance maintained by or on behalf of the City, its officers, officials, employees, servants or agents shall be excess of this insurance and shall not contribute with it.
- 10.6 Prior to commencement of the Contract, the Contractor shall provide evidence of each policy of insurance required to be taken out by the Contractor hereunder in the form of a detailed certificate of insurance and a copy of the insurance clauses so provided in such policies or, if requested by the City, certified copies of the policies signed by the insurers. The certificate of insurance shall identify the Contract title, number, policy holder, and scope of work.

INVITATION TO TENDER NO. PS09080
PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS
PART E -GENERAL CONDITIONS

- 10.7 Similar evidence of renewals, extensions or replacement of said policies shall be forwarded to the City, Attention: Recycling Coordinator, Engineering Department, Solid Waste Management Branch, 11th Floor, 453 West 12th Avenue, Vancouver, B.C., V5Y 1V4, at least fifteen (15) days prior to their renewal extension or replacement. A certificate of insurance provided by the Contractor shall not contain any disclaimer whatsoever.
- 10.8 The Contractor shall provide in its agreements with its subcontractors clauses in the same form as those found herein. Upon request, the Contractor shall deposit with the City, Attention: Recycling Coordinator, Engineering Department, Solid Waste Management Branch, 11th Floor, 453 West 12th Avenue, Vancouver, B.C., V5Y 1V4, a detailed certificate of insurance for the policies it has obtained from its subcontractors and a copy of the insurance clauses so provided in the said agreements.

- (a) Commercial General Liability Insurance with limits of not less than five million dollars (\$5,000,000) per occurrence inclusive for personal injury or property damage and in the aggregate with respect to products and completed operations. The insurance shall protect the Contractor, its subcontractors and their respective employees, servants and agents against personal injury, including death, sustained by any person and damage to or destruction of property, including loss of use thereof, arising directly or indirectly out of the operations or Scope of Work performed in connection with the Contract.

The policy of insurance shall:

- (i) contain a cross-liability or severability of interest clause;
 - (ii) extend to cover non-owned automobiles, contingent employers liability, liability, Contractors protective liability, broad form property damage, broad form completed operations, and operation of attached machinery;
 - (iii) cover liability arising out of the performance of this Contract including liability assumed under any indemnity provision;
 - (iv) add the City, its officers, officials, employees, servants, and agents as additional insureds: and,
 - (v) have a policy deductible not exceeding five thousand dollars (\$5,000) for any one accident or occurrence.
- (b) Motor Vehicle Liability Insurance for owned and leased licensed vehicles with limits of five million dollars (\$5,000,000) inclusive for accidental injury to or death of one or more persons or damage to or destruction of property as a result of any one accident. Where the policy has been issued pursuant to a government operated automobile insurance system, the Contractor shall provide the City, Attention: Recycling Coordinator, Engineering Department, Solid Waste Management Branch, 11th Floor, 453 West 12th Avenue, Vancouver, B.C., V5Y 1V4, with written confirmation of the automobile insurance coverage for all automobiles registered in the name of the Contractor and its subcontractors used in connection with the

**INVITATION TO TENDER NO. PS09080
PROCESSING AND MARKETING OF RECYCLING DEPOT MATERIALS
PART E -GENERAL CONDITIONS**

Services.

- (c) Contractors Equipment Insurance covering all equipment owned or rented by the Contractor and its servants, agents or employees used in performance of the Work, against all risks of loss or damage with coverage sufficient to allow for immediate replacement, and shall contain a waiver of subrogation against the City.

11.0 Legal Compliance

- 11.1 The Contractor shall comply with all applicable federal, provincial, regional and municipal regulations from any body having jurisdiction over the Work.

12.0 Business License

- 11.2 If the Contractor's Receiving Facility is located within City boundaries, the Contractor shall at all times during the term of this Contract, be in possession of a valid and subsisting City of Vancouver Business License as set forth in the City's License By-Law #4450, Section 3.(1).

13.0 System of Measurement

- 13.1 Le Systeme International d'Unites (S.I., or metric) will be employed on this Contract. Materials will be measured per metric tonne and values shall be offered on the basis of the Canadian Dollar (C\$).

14.0 Patent Infringement

- 14.1 The Contractor shall fully indemnify the City against and from all suits or actions arising from any claim of any person or persons who are or claim to be patentees of any process used in connection with the Work or of any material, products, plant, machinery, tool or plans used therein or thereon, or in any way therewith.

15.0 Assignment

- 15.1 The Contractor shall not, without the consent in writing of the City Engineer (which consent may be unreasonably withheld), assign or transfer any portion of the Contract or of the Work, but must carry out the Work with its own employees or subcontractors under the Contractor's supervision.

16.0 Termination of Contract for Contractor's Default

- 16.1 The City, without prejudice to any other right, may elect to terminate the Contract or any part of the Contract, forthwith upon notice to the Contractor if:
 - (a) the Contractor shall neglect or refuse to sign and execute the Contract within seven (7) calendar days after notification of the award of the Contract;
 - (b) the Contractor neglects or fails to commence work on the Contract Date;

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- (c) the Contractor makes any assignment for the benefit of creditors or becoming bankrupt or insolvent, shall take the benefit of any Act (including the *Companies Creditors Arrangement Act*) that may be in force for bankrupt or insolvent debtors, or if the Contractor shall enter into receivership whether voluntarily or involuntarily or if a receiver of trustee-in-bankruptcy is appointed over some or all of the affairs of the Contractor;
- (d) a receiver is appointed for the Contractor's business; or
- (e) the Contractor breaches any provision of this Contract.

17.0 Liability

- 17.1 The Contractor shall be liable for all damages, or claims from damages, for injuries or accidents to persons or property done or caused by the Contractor or the Contractor's employees, or subcontractors, or resulting from the performance of the Work or any of the Contractor's operations, or caused by reason of the existence or location or condition of the works, or of any materials, plant or machinery used therein or thereon, or which may happen by reason thereof, or arising from any failure, neglect, or omission on the part of the Contractor, or on the part of any of the Contractor's employees, or on the part of any subcontractor or subcontractor's employees, to do or perform any or all of the several acts or things required to be done by the Contractor under this Contract.
- 17.2 The Contractor covenants and agrees to indemnify and save harmless at all times the City against all such damages and claims for damage in respect of the Work, and in the event of any action being brought by any person against the City, the City shall have a remedy against the Contractor for any loss, costs, damages or expenses to which the City may be put by reason of such action, either directly or indirectly, or by reason of the execution of this Contract.
- 17.3 In case of the Contractor's failure, neglect or omission to observe and perform faithfully all the provisions of this Contract, the City Engineer may take such steps, procure such material, equipment, trucks and workers, and do such work or things as the City Engineer may deem advisable toward carrying out and enforcing the same, and any and all expenses so incurred may be deducted or collected by the City under the provisions of this Contract. Any action by the City Engineer pursuant to this clause shall not relieve the Contractor or the Contractor's sureties from any liability under the remainder of this Contract.
- 17.4 The Contractor shall also be responsible for all other risks, including damage to property or works by storm, fire or otherwise, until the completion of the Work of this Contract.

18.0 Contractor's Failure to Meet End Market Specifications

- 18.1 The City shall not be responsible for the Contractor's failure to meet end market specifications.

19.0 Point of Ownership of Recyclable Materials

- 19.1 Where materials are picked up by the Contractor or the Contractor's Subcontractor, the point of ownership of the Recyclable Materials will transfer from the City to the Contractor

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after the Recyclable Materials have been weighed at the Vancouver South Transfer Station scales or the Vancouver Landfill scales. Where materials are delivered to the Contractor by the City, the point of ownership of the Recyclable Materials will transfer from the City to the Contractor after the Recyclable Materials have been weighed at the Contractor's scales and off-loaded.

20.0 Verbal Agreements Waived

20.1 No verbal agreement or conversation made or had at any time with any employee of the City shall affect or modify any of the terms or obligations stated in the Contract Documents, nor shall it be deemed to be any representation or warranty on behalf of the City.

21.0 Taxes

21.1 All Tender prices shall include all costs including insurance, shipping charges, tariffs, custom duties and all other applicable rates and charges. Prices shall not include the Federal Goods and Services Tax or the Provincial Sales Tax.

22.0 Non-Waiver

22.1 Any failure by the City or the City Engineer at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of the Contract will not constitute a waiver of such terms or conditions and will not affect or impair such terms or conditions in any way or the right of the City or the City Engineer at any time to avail itself or himself of such remedies as it or he may have for any breach or breaches of such terms or conditions.

22.2 No provision in the Contract Documents that imposes or may be deemed to impose extra or specific responsibilities or liabilities on the Contractor will restrict the general or other responsibilities or liabilities of the Contractor in any way.

23.0 Release and Indemnity

23.1 The Contractor, on its own behalf and on behalf of all persons and corporations working by, through or under the Contractor, hereby releases the City, its officers, employees and agents from all costs, losses, damages and expenses including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered, or experienced by, the Contractor, its officers, servants, and agents in connection with their performance of the Work under this Contract.

23.2 The Contractor hereby agrees to indemnify and save harmless the City and its employees, officers, and agents from and against all claims related to personal injury including death, property damage, losses, costs and expenses made against or incurred, suffered or sustained by the City at any time or times, where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Contractor or by any servant, employee, officer, director, shareholder, or subcontractor of the Contractor, in connection with the performance of the Work of the Contract, and without limiting the generality of the foregoing, including WorkSafeBC claims, assessments and liens.

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- 23.3 Every exemption from liability, limitation and condition contained in this Contract for the benefit of the City and every defence and immunity of whatsoever nature applicable to the City or to which the City is entitled under this Contract will also be available and will extend to protect every employee and agent from time to time of the City and independent contractor from time to time employed by the City and, for the purpose of all such provisions and this Section, the City is and will be deemed to be acting as agent and trustee on behalf of and for the benefit of all such employees, agents and independent contractors.
- 23.4 This release and covenant of indemnification above set forth shall survive termination of the term of this Contract.
- 24.0 Time of the Essence
- 24.1 Time is of the essence of this Contract.
- 25.0 Entire Agreement
- 25.1 The Contract Documents reflect the entire agreement between the parties and may not be amended except by further writing signed by both parties.
- 26.0 Further Assurances
- 26.1 The parties agree to execute such further assurances and documents as may be necessary to carry out the intent of this Contract.
- 27.0 Escalation
- 27.1 The Contract prices (the Fixed Unit Value or the Fixed Market Indicator Adjustor value) for each category, as set forth in column C of the Schedule of Payment Matrices B1 to B12, shall be adjusted, on June 1st of each ensuing year of the Contract, based on the British Columbia Consumer Price Index (B.C. CPI) annual May over May all-items index as published by Statistics Canada. All B.C. CPI adjusted prices shall be calculated by the Contractor and verified by the City Engineer. If the B.C. CPI ceases to be published, the City Engineer will designate a substitute for the B.C. CPI for the purposes of the following escalation provisions.
- (a) The Fixed Unit value or the Fixed Market Indicator Adjustor value for each category, identified above, shall be adjusted on June 1, 2010 as follows:
- $$\frac{\text{May 2010 B.C. CPI}}{\text{May 2009 B.C. CPI}} \times \text{May 2009 Contract Price} = \text{May 2010 Contract Price}$$
- 28.0 Force Majeure

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- 28.1 Notwithstanding anything to the contrary contained herein, if an Event of Force Majeure occurs or is likely to occur, the party whose performance is affected thereby will promptly notify the other party of the particulars of the relevant event or circumstances and, if reasonably possible, supply supporting evidence. The parties will use their reasonable best efforts to remove, curtail or contain the cause of the delay, interruption or failure (provided that the terms of settlement of any labour disturbance, dispute, strike or lockout will be wholly in the discretion of the party which is the employer affected) and to resume, with the least possible delay, their compliance with their respective duties, covenants and obligations under this Agreement. Neither the City nor the Contractor will be liable to the other for any delay, interruption or failure in the performance of its duties, covenants or obligations hereunder if caused by an Event of Force Majeure, and the date limited for the performance of such duties, covenants or obligation hereunder will be postponed for a period equal to the delay occasioned by such an Event of Force Majeure, unless otherwise agreed in writing by the parties hereto.

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SW.1 Definitions

Where used in the Form of Agreement, Invitation to Tender, Instructions to Tenderers, Form of Tender (including the Schedules), General Conditions, Scope of Work and Supplementary General Conditions, or Addenda (if any), or any other documents forming part of the Contract Documents, the following definitions shall apply:

“Aluminium” means material products consisting primarily of aluminium including, but not limited to, beverage cans, pie plates, foil, doors, window blinds and lawn chairs. May include some non-aluminium components or attachments;

“American Metal Market Indicator” means that value per tonne (converted from US\$ per gross ton to C\$ per metric tonne using the Exchange Rate as defined in SW.1 and the conversion factor of 0.9843 gross tons per metric tonne) paid for Scrap Iron and Steel Prices, Consumer Buying Prices, No. 2 bundles in the Seattle/Portland region for ferrous metals and that value per tonne (converted from US cents per pound to C\$ per metric tonne using .01 dollars per cent and the Exchange rate as defined in SW.1 and the conversion factor of 2204.83 pounds per metric tonne) for Nonferrous Scrap Prices, Aluminium, Old Aluminium Sheet and Cast in the San Francisco region for aluminium, as printed on the first business day of each month in the trade publication entitled the American Metal Market, which is published daily (Box 7701, Riverton, NJ 68077-7701). In the event of a quotation of a range of values, the midpoint of the range shall serve as the value. Copies of the pages showing the January, 2009 values are attached to this document as Appendix 1;

“Appendices” means the additional information that is supplied by a Tenderer and is included with the Tenderer’s Tender submission;

“Business Day” means a weekday (Monday to Friday) that is not a “holiday” as defined in the *Interpretation Act* (British Columbia);

“Calculated Unit Value” means for a given month and Recyclable Material Category, the sum of the Fixed Market Indicator Adjustor value tendered and the Market Indicator value. This is shown in the equation in column D of the Schedule of Payment Matrices. The Calculated Unit value applies only to the Recyclable Material Categories that are tied to a Market Indicator (Ferrous Metals, Aluminium, ONP, OMG, MPP and OCC).

“Cart” means wheeled Container serviced by a front, side or rear loading truck;

“Catalyst Deinking Facility” means the deinking facility operated by Catalyst Paper Corporation and located at 1050 United Boulevard, Coquitlam, B.C. V3K 6V4, Phone: (604)527-2382, Fax: (604) 525-7984, that receives, deinks, and re-pulps old newspapers for the purpose of recycling;

“Catalyst Indicator” means that price per tonne paid for No.8 Grade ONP by Catalyst Paper Corporation to its major B.C. suppliers of old newspapers as determined and released by Catalyst Paper Corporation on the first (1st) business day of the month, plus the freight allowance paid per tonne for No.8 Grade ONP shipped from within the boundaries of the Greater Vancouver Regional District as determined by Catalyst Paper Corporation. The value for the Catalyst Indicator shall remain fixed for each month for the purposes of this Contract regardless of any subsequent adjustments during the course of the month to the value determined and released by Catalyst Paper Corporation. A copy of the page showing the January, 2009 value is attached to this document as Appendix 2;

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“City” means the City of Vancouver;

“City Engineer” means the City Engineer or duly appointed representative;

“Closing Time” means the closing date, time and place as set out on the cover page of this ITT;

“Container” means roll-off, Dumpster or Cart;

“Container Rental” means the monthly rental of each Container supplied by the Contractor;

“Container Service for Dumpster or Cart” means emptying one (1) Dumpster or one (1) Cart on-site at the Recycling Depots. Upon emptying each Dumpster or Cart, the Contractor will ensure that the Dumpster or Cart is clean, undamaged and suitable for use by the City and the public. The Schedule the Contractor shall service the Containers on is contained in Section SW.4 Service Notification and Schedule;

“Container Service for Roll-off” means hauling a full Container from the Depot to the Contractor’s Receiving Facility and supplying a clean, empty, undamaged Container to the Depot. The schedule the Contractor shall Service the Containers on is contained in Section SW.4 Service Notification and Schedule;

“Contaminant” means a material not included, by Contract definition, in the Recyclable Material Category as it is set out, but which may be acceptable within tolerable limits as defined in the Contract;

“Contract” means the agreement between the Contractor and the City set forth in the Contract Documents, binding the Contractor to the City to perform the Work as described in the Contract Documents;

“Contract Date” means the later of either the date on which the Form of Agreement is executed by the Contractor or June 1, 2009;

“Contract Documents” means: the executed Agreement between the City and the Contractor; the Invitation to Tender; the Instructions to Tenderers; the Form of Tender; the Form of Agreement; the General Conditions; the Scope of Work and Supplementary Conditions; the Addenda; the Appendices; and such other documents as may be listed in the Agreement and subsequent amendments to the Contract Documents made pursuant to the provisions of the Agreement;

“Contractor” means the successful Tenderer undertaking the Work as set forth in the Contract Documents;

“Depot/Recycling Depot” means the City’s Recycling Depots;

“Dumpster” means container serviced by a front loading truck;

“Event of Force Majeure” means acts of God or public enemy (including criminals and terrorists), wars (declared or undeclared), revolution, riots, insurrections, civil commotions, fires, floods, slides, epidemics, quarantine restrictions, strikes or lockouts, including illegal work stoppages or slowdowns, or stop work orders issued by a court or public authority, including the City (provided

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that such orders were not issued nor any such labour disputes occasioned as a result of an act or omission of the Contractor, or anyone employed or retained by the Contractor), freight embargos or power failures, PROVIDED that any such event or circumstance reasonably constitutes a material disabling event or circumstance which is beyond the reasonable control of a party, does not arise from the neglect or default of a party, and which results in a material delay, interruption or failure by a party in carrying out its duties, covenants or obligations under this Agreement, but which does not mean or include any delay caused by the Contractor's lack of funds or financial condition.

"Exchange Rate" means that rate applied, accurate to four (4) decimal places, for the purpose of this Contract, to convert U.S. Dollars (US\$) to Canadian Dollars (C\$), which is the Bank of Canada average noon rate for a given month, as determined and released by the Bank of Canada, Vancouver office, Suite 300, 900 West Hastings Street, Vancouver, B.C., and which can be obtained after the end of each month from the Bank of Canada by phone at 1-800-303-1282 or on their web page at www.bankofcanada.ca A copy of the January 2009 Exchange Rate is attached as Appendix 4;

"Ferrous Metals" means metal products consisting primarily of ferrous metal including, but not limited to, household appliances, car parts, refrigerators, air conditioners, bicycles, lawn mowers and food tins. May include non-metal components or attachments and any quantity of nonferrous metals. All refrigerants are removed by the City or other Agency;

"Fixed Market Indicator Adjustor" means that value (negative or positive, but usually negative) per tonne tendered for a Recyclable Material Category, which is added to the Market Indicator value in a given month to determine the price paid per tonne to the City for that particular Recyclable Material Category. The Fixed Market Indicator Adjustor value shall remain unchanged for the duration of the Contract, except for the required escalation as set forth in Section GC 27.0 or unless adjusted by the City Engineer as set forth in Section SW.7;

"Fixed Unit Value" means that value per tonne tendered for a Recyclable Material Category that is not tied to a Market Indicator, which is the price paid per tonne to the City for that particular Recyclable Material Category. The Fixed Unit Value shall remain unchanged for the duration of the Contract, except for the required escalation as set forth in Section GC 27.0;

"Glass" means glass products consisting of glass containers (bottles and jars). Materials normally attached to the container, such as labels, foil, neck rings etc., may or may not be present. Prohibitive Materials should not exceed 0%. Colour separation is as follows: Flint (commonly called Clear), <0.5% all other colours; Amber (commonly called Brown), <0.1% Flint and <0.5% all other colours; Green, <5% all other colours. The Contractor shall accept loads exceeding these limits provided that the additional time required to bring the load within these limits after dumping does not exceed thirty (30) minutes of Contractor staff time (working at a normal working pace) per load;

"Inspector" means that representative of the City Engineer who is authorized to ensure the Contractor's conformance to the terms and conditions of the Contract with respect to workmanship, conduct, and reporting;

"Load" means that quantity of material hauled by a single vehicle and delivered to the Contractor's receiving facility;

"Market Indicator" means the value of the Catalyst Indicator, the Pulp and Paper Week Indicator

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or the American Metal Market Indicator as herein defined;

“Mixed Load” means if the time required to bring a load of glass within the limits set for colour separation exceeds thirty (30) minutes, the load will be considered mixed. A bulkhead failure in the Contractor’s Container shall not be considered a mixed load;

“MPP” means mixed paper products shall consist of various qualities of paper stock including, but not limited to the following: old newspapers; old corrugated cardboard; boxboard; paperboard; computer paper; white or coloured ledger paper; bond; kraft; flyers; junk mail; magazines; paper egg cartons; paper grocery bags; telephone directories, pizza boxes; and other paper stock. Consideration should be given to the fact that MPP is a secondary material, which is produced manually and may not be technically perfect. As such, Prohibitive Materials should not exceed 2%, Contaminants should not exceed 5%, and total combined Prohibitive Materials and Contaminants should not exceed 5%, although the Contractor shall accept loads exceeding these limits provided that the additional time required to bring the Load within these limits after dumping does not exceed fifteen (15) minutes of Contractor staff time (working at a normal working pace) per Load;

“No. 6 Grade ONP” means consists of loose old newspapers. It is expected that Prohibitive Materials should not exceed 0.5%, Contaminants should not exceed 2%, and total combined Prohibitive Materials and Contaminants should not exceed 2%, although the Contractor shall accept Loads exceeding these limits provided that the additional time required to bring the load within these limits after dumping does not exceed fifteen (15) minutes of Contractor staff time (working at a normal working pace) per Load;

“No. 8 Grade ONP” means consists of loose old newspapers, fresh, relatively dry, not sunburned, and relatively free of magazines and paper other than old newspapers. Prohibitive Materials should not exceed 0% and Contaminants should not exceed 0.25%, although the Contractor shall accept Loads exceeding these limits provided that the additional time required to bring the Load within these limits after dumping does not exceed fifteen (15) minutes of Contractor staff time (working at a normal working pace) per Load;

“OCC” means old corrugated containers shall include, but is not limited to, corrugated cardboard containers consisting of three or more layers of kraft paper material and having smooth exterior liners and a corrugated or rippled core. OCC shall be relatively free from wax, plastic, foil, or foam and should be relatively free from absorbed materials such as blood, grease, oil chemicals, food residue, etc. Prohibitive Materials should not exceed 2%, Contaminants should not exceed 5%, and total Prohibitive Materials and Contaminants should not exceed 5%, although the Contractor shall accept Loads exceeding these limits provided that the additional time required to bring the Load within these limits after dumping does not exceed fifteen (15) minutes of Contractor staff time (working at a normal working pace) per Load;

“OMG” means old magazines consisting of glossy magazines including staples and labels. It is expected that Prohibitive Materials should not exceed 0% and that Contaminants should not exceed 10%, although the Contractor shall accept Loads exceeding these limits provided that the additional time required to bring the Load within these limits after dumping does not exceed fifteen (15) minutes of Contractor staff time (working at a normal working pace) per Load;

“Out Throw” means that material delivered to the Contractor for the purpose of recycling, which is accepted as recyclable by the Contractor, without downgrade, as set forth in the Contract Documents, but which is not processed by the Contractor into a recyclable or reusable form and

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subsequently must be disposed of;

“Percent or %” means unless stated otherwise, percent by weight per Load;

“Plastics ” means rigid plastic containers, lids and labels, including, but not limited to, those identified by the Society of the Plastics Industry (S.P.I.) code numbers 1, 2, 4 and 5, not excluding those that have contained motor oil;

“Prohibitive Material” means any Contaminant that, in the opinion of the City Engineer, has been delivered to the Contractor that, by its inclusion, could damage the Recyclable Material or the Contractor’s equipment;

“Pulp and Paper Week Indicator” means that value per tonne (converted from US\$ per short ton to C\$ per metric tonne using the Exchange Rate as defined in Section SW.1 and the conversion factor of 1.1023 short tons per metric tonne) paid for either News (6)” (No. 6 grade ONP), Magazines, Soft mixed paper or Corrugated containers all in the San Francisco - Los Angeles region for the month as printed in the trade publication entitled Pulp and Paper Week, under the title “PRICE WATCH: RECOVERED PAPER, MONTHLY U.S. AVERAGES”, which is published on a weekly basis by RISI Inc., 55 Hawthorne, Suite #510, San Francisco, California 94105, Phone: (415) 947-3600, Fax: (415) 947-3700. In the event of a quotation of a range of values, the mid-point of the range shall serve as the value. A copy of the page showing the January, 2009 value is attached to this document as Appendix 3. Tenderers should note that although this publication is called Pulp and Paper Week and is published weekly (48 times per year), the Pulp and Paper Week Indicator is published once a month and is a monthly indicator;

“Receiving Facility” means the Contractor’s facility for receiving, weighing and grading of Recyclable Materials;

“Recyclable Material” means that material received by the Contractor for the purpose of being recycled into new products that includes, but is not necessarily limited to Ferrous Metals, Aluminium, Plastics, Glass, Old Newspapers (ONP), Old Magazines (OMG), Mixed Paper Products (MPP), and Old Corrugated Containers (OCC);

“Recyclable Material Category” means the eight Recyclable Material Categories that may be received by the Contractor under this contract, as follows:

- a) Ferrous Metals;
- b) Aluminium;
- c) Plastics;
- d) Glass;
- e) ONP;
- f) OMG;
- g) MPP; and
- h) OCC;

“Recycling Plant” means a plant that takes the Recyclable Material and produces an interim recycled material for resale to a manufacturer of an end product or a plant that takes the Recyclable Material and produces an end product;

“Rental” refer to definition under Container Rental;

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“Roll-off” means container serviced by a truck that loads the container on the truck and hauls it away to be emptied.

“Residual” means the Contaminant and Prohibitive Material that remain after the Contractor processes the Recyclable Material Categories;

“Service/Serviceing” refer to the definitions for Container Service for Roll-off and Container Service for Dumpster or Cart.

“S.P.I. Code” means the identification number located on many plastic products indicating the type of plastic from which the product is made. The identification numbers are set by the Society of the Plastics Industry;

“Subcontractor” means the person or persons with whom the Contractor has made an agreement to perform a portion or portions of the Work or to supply materials or equipment therefore;

“Tender Documents” means the Invitation to Tender; the Instructions to Tenderers; the Form of Tender; the Form of Agreement; the General Conditions; the Scope of Work and Supplementary Conditions; the Addenda; and the Appendices;

“Tenderer” means a person, partner or corporation submitting a bid for the Work outlined by the Tender documents;

“Throughput” means the material that is delivered to the Contractor for the purpose of recycling and is accepted as Recyclable by the Contractor;

“Tonnes” means metric tonnes;

“VLF Depot” means the City operated Recycling Depot located at the Vancouver Landfill, 5400 block - 72nd Street, Delta, B.C.;

“VSTS Depot” means the City operated Recycling Depot located at the Vancouver South Transfer Station, 377 West Kent Avenue North, Vancouver, B.C.;

“WCB” means the Workers Compensation Board established and functioning pursuant to the Workers Compensation Act (British Columbia) (the “WCA”), as amended, and/or related or successor legislation, and any successors in function thereto now referred to as “WorkSafeBC”;

“WCB Legislation” means the *Workers Compensation Act* (British Columbia) and all regulations enacted pursuant to the *Workers Compensation Act* (British Columbia);

“WorkSafeBC OH&S Regulation” means the *Workers Compensation Act* (British Columbia), including without limitation, the Occupational Health & Safety Regulation (BC Regulation 296/97, as amended by BC Regulation 185/99) enacted pursuant to such Act, all as such Act or Regulations are amended or re-enacted from time to time;

“Work” means the supply and Servicing of Containers where applicable, and the receiving, processing, marketing, selling and transporting or arranging to transport to market, for the purpose of recycling or reusing the Recyclable Materials delivered to the Contractor, and all other things necessary and incidental to the performance of these activities.

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Note: The City reserves the right to change these definitions, in consultation with the Contractor, at any time during the Contract, and such changes will become effective by the issuance of an addendum to the Contract.

SW.2 Depot Operation and Material Servicing Requirements

For the Recyclable Material Categories that require the Contractor to supply a Container(s) the Tenderer shall include the proposed dimensions and volume of each Container(s) in the Schedule of Payment Matrices in Schedules B1 to B12. Containers supplied by the Contractor shall be at all times undamaged, and clean and free of any debris or contaminants. The suitability of any Container supplied shall be at the sole discretion of the City Engineer. The schedule the Contractor shall Service the Container(s) on is contained in Section SW.3 Operating Hours and Section SW.4 Service Notification and Schedule.

When onsite at the Depots, the Contractor's workers and Subcontractor's workers must at all times wear high visibility vests and steel toe safety boots.

(a) Ferrous Metals at VSTS Depot

The Contractor shall be responsible for the supply and Servicing of at least three (3) open top, Roll-off Containers. The Contractor shall also provide for the option of supplying and Servicing a fourth open top, Roll-off Container during the busy months of April to September, if required by the City.

The first two (2) Containers are filled directly by the public and will primarily receive household Ferrous Metals such as tin cans, car parts, smaller scrap metal products and some appliances. An additional Container for this purpose may be required during the busy months of April to September. One (1) or more of these Containers may sit in an uncovered area until needed. The City is currently supplied with two (2) 25 cubic metre Containers and this is the preferred size for these Containers. The maximum height of these Containers shall be 2.1 metres.

The third Container shall be located in the recessed, uncovered bay. This bay is 13.6 metres long and can accommodate a Container with a width of 3.4 metres. Tenderers should note that physical access to the bay is somewhat restricted. This Container will be primarily used for large appliances (including fridges, stoves, hot water tanks, etc.) and other large items. The City is currently supplied with one (1) 40 cubic metre Container and this is the preferred size for this Container. The height of the Container shall be a maximum of 2.1 metres.

(b) Ferrous Metals at VLF Depot

The Contractor shall be responsible for the supply and Servicing of two (2) open top, Roll-off Containers for the collection of household Ferrous Metals such as tin cans, car parts, scrap metal products and appliances of all sizes. The public place the material on the ground and City staff fill the two (2) Containers. The City is currently supplied with two (2) 30 cubic metre Containers and this is the preferred size for these Containers. The maximum height of these Containers shall be 2.4 metres. The Contractor shall place the Containers in an uncovered location

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designated by the City Engineer.

(c) Aluminium at VSTS Depot

The City owns one (1) 1.5 cubic metre Container for the collection of scrap aluminium materials as deposited directly by the public. City staff empty this Container into a Contractor supplied and Serviced open top, Roll-off Container that sits just outside the Depot at the rear in an uncovered location. The City is currently supplied with one (1) 15 cubic metre Container and this is the maximum size for this Container, as the area the Container sits in is somewhat restricted. The maximum height of this Container shall be 2.1 metres.

(d) Plastics at VSTS Depot

Plastics are compacted using an auger style compactor into a City owned 30 cubic metre closed top, roll-off Container. The compactor uses a feed system which only City employees can operate. The City will endeavour to meet the restrictions on the types of Plastics acceptable, but does not guarantee the material quality or the condition of the Plastic after compaction. The City will deliver the Plastics to the Contractor's Receiving Facility.

(e) Plastics at VLF Depot

The contractor shall be responsible for the supply and Servicing of fourteen (14) Containers for the collection of Plastics at the VLF depot. The public place the material directly into these Containers. The City is currently supplied with ten (10) 240 liter plastic, flip-top, wheeled Carts and this is the preferred type of Container. The contractor shall locate the Containers in an uncovered location designated by the City Engineer. Please note that although more than one (1) of these Containers will generally be emptied on a single trip, the Container Service Fee bid is for emptying one (1) Container.

(f) Glass at VSTS Depot

The City owns three (3) 2.5 cubic metre bins for glass recycling, one (1) each for flint, amber and green glass. These bins are filled by the public through limited access mailbox drawers. The public places sorted glass containers into the drawers according to colour. City staff empty the contents into the bin by closing the drawer. Each drawer has a locking system that prevents the public from closing it and emptying the contents into the bin. When full, the bins are emptied by City staff into the Contractor supplied Containers that sit just outside the Depot at the rear in an uncovered location. This system allows good segregation of glass products into flint, amber and green glass.

The Contractor shall be responsible for the supply and Servicing of one (1) or more Containers, with bulkheads if necessary, to maintain the segregation of the three (3) glass colour categories. The Contractor shall ensure that Containers with bulkheads are returned to the Depot with the bulkheads firmly fixed in place. Currently the City is supplied with two (2) 20 cubic metre open top, Roll-off Containers, one for flint glass and the other partitioned by a bulkhead to hold

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amber and green glass. The preferred size for these Containers is from fifteen (15) to twenty five (25) cubic metres. The maximum height of these Containers shall be 2.1 metres.

(g) ONP at VSTS Depot

The City owns one (1) 30 cubic metre closed top, walk-in, Roll-off Container for ONP at the VSTS depot. This allows the public to walk directly into the Container and stack their old newspapers neatly, providing good density. The City will deliver the ONP to the Catalyst Paper deinking facility in Coquitlam or, if the Catalyst Paper facility is closed, to the Contractor's receiving facility.

(h) OMG at VSTS Depot

The Contractor shall be responsible for the supply and Servicing of one (1) open top, Roll-off Container for the collection of OMG. This Container is filled directly by the public. The City is currently supplied with one (1) 30 cubic metre Container and this is the preferred size for this Container. The maximum height of this Container shall be 2.1 metres.

(i) MPP at VSTS Depot

MPP is compacted using a hydraulic ram stationary compactor into a City owned thirty (30) cubic metre closed top, roll-off Container. The Compactor uses a feed system that only City employees can operate. The City will deliver the MPP to the Contractor's Receiving Facility.

(j) MPP at VLF Depot

The contractor shall be responsible for the supply and Servicing of three (3) Containers for the collection of MPP at the VLF depot. The public place the material directly into these Containers. The City is currently supplied with three (3) 4.6 cubic meter metal Dumpsters with plastic flip-top lids, and this is the preferred type of Container. The Contractor shall locate the Containers in an uncovered location designated by the City Engineer. Please note that although more than one (1) of these Containers will generally be emptied on a single trip, the Container Service Fee bid is for emptying one (1) Container. Also, please note that there may be a requirement for an additional two (2) containers during the term of the contract.

(k) OCC at VSTS Depot

OCC is compacted using a hydraulic ram stationary compactor into a City owned thirty (30) cubic metre closed top, roll-off Container. The compactor uses a feed system that only City employees can operate. The City will deliver the OCC to the Contractor's Receiving Facility.

(l) OCC at VLF Depot

OCC is compacted using a City leased hydraulic ram stationary compactor into a

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City leased thirty (30) cubic metre closed top, roll-off Container. The compactor uses a feed system that only City employees can operate. The Contractor shall be responsible for Servicing the Container. Tenderers should note that this Servicing will require three (3) trips: one to the Depot, one from the Depot to the Receiving Facility and one back to the Depot. The Contractor shall be responsible for returning the Container in a clean and undamaged condition to the satisfaction of the City Engineer. The Contractor shall also be responsible for ensuring that the tarp that covers the open end of the container is installed at all times and is returned in a clean and undamaged condition to the satisfaction of the City Engineer. The Contractor shall be responsible for any and all costs that result from the Contractor damaging this Container or tarp, including the supply of a temporary and/or permanent replacement Container or tarp to the satisfaction of the City Engineer. Tenderers shall ensure that they are capable of Servicing this Container.

SW.3 Operating Hours

The VSTS Depot is open seven (7) days per week, except for complete closures on December 25 and January 1. Winter hours from October 1 to April 30 are 7:00 a.m. to 7:00 p.m. Summer hours from May 1 to September 30 are 5:30 a.m. to 9:00 p.m. from Monday to Friday and 7:00 a.m. to 7:00 p.m. on Saturday and Sunday. Container Servicing by the Contractor may occur anytime the depot is open, with the exception of weekends during the winter hours period when Container Servicing may only occur from 8:00 a.m. to 6:00 p.m. (when the transfer station scales are open). VSTS Depot operating hours may vary in the future.

The VLF Depot is open seven (7) days per week, except for complete closures on December 25 and January 1. Winter hours from October 1 to April 30 are 7:30 a.m. to 6:00 p.m. from Monday to Friday and 8:00 a.m. to 6:00 p.m. on Saturdays and Sundays. Summer hours from May 1 to September 30 are 7:30 a.m. to 7:00 p.m. Container Servicing by the Contractor may occur anytime the depot is open. VLF Depot operating hours may vary in the future.

The Contractor's Receiving Facility for Recyclable Materials delivered by City crews must be able to receive loads Monday to Friday, 8:00 a.m. to 4:30 p.m. The Contractor must be willing and able to accommodate periodic deliveries outside of these hours, including weekends, without extra cost to the City.

SW.4 Service Notification and Schedule

For up to sixty (60) days after the Contractor starts the Work, the Contractor will be notified by the City Engineer for each Service requirement. At the end of this period, the Contractor shall establish and operate on a regular Service frequency acceptable to the City Engineer, without being notified. However, at any time, after being notified by the City Engineer, the Contractor shall Service the VSTS Depot or VLF Depot and this overrides any regularly scheduled Service established by the Contractor.

The Depots shall not be without a usable Container for a particular Recyclable Material Category for longer than five (5) hours during Depot operating hours. A usable Container is a clean, undamaged Container that is not full. The Container shall also be of the proper

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type and size for a particular Recyclable Material Category as defined in Section SW.2 and as tendered in Part C - Form of Tender. While five (5) hours is the maximum length of time that a Depot can be without a usable Container, it is expected that the Contractor will generally provide Container Servicing more quickly than this.

SW.5 Duration of Contract

The Contract duration shall be twenty-four (24) months beginning on the Contract Date.

SW.6 Unit Price

This is a unit price Contract. Payment shall be made on the basis of the Fixed Unit Value for the Recyclable Material Categories that are not tied to a market indicator and the Calculated Unit Value for the Recyclable Material Categories that are tied to a market indicator, the weight of each category accepted in the month, the Container Rental Fee, where applicable, and the Container Service Fee, where applicable, as set forth in this Section and in Sections SW.8, SW.9 and SW.10.

The Fixed Unit Value for the Recyclable Material Categories that are not tied to a Market Indicator shall remain unchanged for the duration of the Contract except for the required escalation as set forth in Section GC 27.0.

The Calculated Unit value for the month for the Recyclable Material Categories that are tied to a Market Indicator shall be determined according to the equations in column D of the Schedule of Payment Matrices using both the Fixed Market Indicator Adjustor value tendered for that category in column C and the monthly value of the Market Indicator for that category, as set forth in Section SW.7, and as calculated and submitted by the Contractor and as verified by the City Engineer. The Fixed Market Indicator Adjustor value shall remain unchanged for the duration of the Contract except for the required escalation as set forth in Section GC 27.0 or unless adjusted by the City Engineer as set forth in Section SW.7..

SW.7 Market Indicator Values

The Market Indicator value for Ferrous Metals is determined monthly and is the value for the American Metal Market indicator, as defined in Section SW.1 of this Contract.

The Market Indicator value for Aluminum is determined monthly and is the value for the American Metal Market Indicator, as defined in Section SW.1 of this Contract.

The Market Indicator value for No. 8 Grade ONP is determined monthly and is the value for the Catalyst Indicator, as defined in Section SW.1 of this Contract.

The Market Indicator value for No. 6 Grade ONP is determined monthly and is the value for the Pulp and Paper Week Indicator as defined in Section SW.1 of this Contract.

The Market Indicator value for OMG is determined monthly and is the value for the Pulp and Paper Week Indicator, as defined in Section SW.1 of this Contract.

The Market Indicator value for MPP is determined monthly and is the value for the Pulp and

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Paper Week Indicator, as defined in section SW.1 of this Contract.

The Market Indicator value for OCC is determined monthly and is the value for the Pulp and Paper Week Indicator, as defined in Section SW.1 of this Contract.

If one (1) or more of these indicators ceases to be published or released, or if one (1) or more is published or released in a form that, in the opinion of the City Engineer, is no longer suitable for the purposes of this Contract, then the City Engineer shall be the sole judge in determining a replacement indicator to be used. The Fixed Market Indicator Adjustor value shall be adjusted by the City Engineer to reflect the difference, if any, between the original Market Indicator value for the last month for which it was used, and the replacement Market Indicator value for that month. The City Engineer's determination of the replacement Market Indicator(s) and the adjustment(s) to the Fixed Market Indicator Adjustor value(s) shall be final and binding.

7.9 There are no Market Indicators for Plastics and Glass.

SW.8 Weighing and Grading

At each Servicing to the VSTS or VLF Depots, the vehicle shall be weighed at the Vancouver South Transfer Station scales or the Vancouver Landfill scales upon entering and also upon leaving. This requires that the truck joins and processes through the regular line-up for the scales. The weigh master will provide a copy of the weigh slip to the driver.

In the event that the Contractor determines that a Load of Glass should be downgraded to a Mixed Load, the Load in question shall be kept separate by colour and set aside in a separate area of the Contractor's Receiving Facility. The City Engineer shall be called to attend the site at the City Engineer's earliest convenience. The City Engineer shall examine the Load in question and determine the grade of the Load. The City Engineer shall be the sole judge as to the grade of the Load and the City Engineer's determination shall be final and binding. Loads that have not been kept separate by colour and set aside by the Contractor for examination by the City Engineer will not be downgraded, regardless of Prohibitive Material and/or Contamination levels. As well, no Load shall be downgraded where there has been a bulkhead failure in the Contractor's container.

SW.9 Weight and Payment Summary

The Contractor shall be responsible for submitting to the City Engineer one (1) invoice or payment (whichever is applicable) by the last day of the following month for the total Work done by the Contractor during a calendar month. The one (1) invoice or payment shall include the following breakdown:

- a) Material types, quantities received, and the Fixed Unit Value or the Calculated Unit Value, as applicable, for each Recyclable Material Category for the invoice or payment month.
- b) Container Service fee, frequency of Servicing and total service price for the invoice/payment month, if applicable.
- c) Container Rental fee, number of units rented and total rental price for the

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invoice/payment month, if applicable.

- d) Payment calculations as detailed in Section SW.10.

The invoice/payment shall be accompanied by a summary of dates and weights for each Load of each category of material received. Weigh scale tickets from the Contractor's receiving facility are not required, but the contractor may be asked to provide them after the invoice/payment has been submitted. The invoice/payment shall be detailed in such a way that it is acceptable to the City Engineer.

SW.10 Invoice/Payment Process

Total payment due for Recyclable Material Categories that are not tied to a Market Indicator shall be the product of the Fixed Unit Value and weight in tonnes, plus any applicable Container Rental fees and Container Service Fees, plus taxes, as calculated by the Contractor and as verified by the City Engineer.

Total payment due for Recyclable Material Categories that are tied to a Market Indicator shall be the product of the Calculated Unit Value and weight in tonnes, plus any applicable Container Rental fees and Container Service Fees, plus taxes, as calculated by the Contractor and as verified by the City Engineer.

The product of the Fixed Unit Value and weight or the product of the Calculated Unit Value and weight may be negative, if either the Fixed Unit Value or the Calculated Unit Value are negative. The Container Rental fees and Container Service fees are tendered as negative values. Negative values indicate a cost to the City.

If the final total is positive, then the Contractor owes the City a payment. If the final total is negative, then the Contractor issues an invoice to the City.

Contractors making payments or submitting invoices for Ferrous Metals and Aluminum must submit a copy of the page of the trade publication American Metal Market that shows the American Metal Market Indicator on the first business day of the invoice/payment month.

Contractors making payments or submitting invoices for OMG, MPP, OCC or No. 6 Grade ONP must submit a copy of the page of the trade publication Pulp and Paper Week that shows the Pulp and Paper Week Indicator for the invoice/payment month.

Contractors making payments or submitting invoices for No. 8 Grade ONP must submit a copy of the Memorandum from Catalyst Paper Corporation that shows the Catalyst Indicator on the first business day of the invoice/payment month.

If all invoice conditions are met to the satisfaction of the City Engineer, the City will submit payment to the Contractor, if applicable, within thirty (30) days after receiving the Contractor's invoice.

If payment is due to the City, the Contractor shall submit the payment to the City within thirty (30) days after the end of the month for which the payment is due.

Payment cheques shall be made out to the City of Vancouver.

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Payments and invoices must be addressed to:

Solid Waste Management
Engineering Services
11th Floor, 453 West 12th Avenue
Vancouver, B.C. V5Y 1V4

The Contractor bears the sole responsibility of ensuring the payment or invoice is delivered to Solid Waste Management.

The City Engineer shall verify the accuracy of all weights and calculations and, in case of discrepancies, the City Engineer's determination of the weights and calculations shall supersede the Contractor's determination of the weights and calculations and shall be final and binding.

SW.11 Late Payment by Contractor

Should the Contractor fail to make payment to the City within the time limits required by the Contract, such outstanding amounts shall bear interest from the date such sums are due and owing at the Prime Rate per annum plus a further three percent (3%) per annum until paid, but this stipulation for interest shall not prejudice or affect any other remedy of the City under this Contract.

Prime Rate means that rate of interest published from time to time by the main branch of the Bank of Montreal in the City of Vancouver (or such other chartered Canadian bank carrying on business in the City of Vancouver as the City may designate in writing from time to time) at its most favourable per annum rate of interest to its most creditworthy and substantial customers on large loans made in Canadian currency.

SW.12 Processing and Marketing

It is the sole responsibility of the Contractor to seek out and develop end markets for the Recyclable Materials, and perform any further processing required to prepare the Recyclable Materials for these markets.

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SW.13 End Use Requirements

All recyclable materials must be sold or traded at fair market value for the sole purpose of being reused or recycled into new products.

City Council supports in principle the use of the Catalyst Paper deinking facility and it is expected that the City's No. 8 Grade newspapers (ONP) will be directed to that facility. If the No. 8 Grade newspapers (ONP) cannot be delivered to the Catalyst Paper deinking facility, then the Contractor may request, in writing to the City Engineer, authorization to direct the City's No. 8 Grade newspapers (ONP) to another facility. The City Engineer will be the sole judge as to the acceptability of the new end market, and may unreasonably withhold such authorization.

The Contractor must provide details of all markets for all materials within seven (7) calendar days of being requested to do so by the City Engineer. The City Engineer reserves the right to verify the market details provided by the Contractor by contacting the Recycling Plant(s) directly and obtaining the records of materials delivered to the Recycling Plant(s) by the Contractor. If the City Engineer is of the opinion that the records of the Contractor and those of the Recycling Plant(s) do not agree, the Contract may be cancelled at the option of the City Engineer.

The Contractor shall not permit Recyclable Material to be incinerated, disposed of in a landfill, or otherwise dumped.

SW.14 Allowable Out Throw

From the total weight of material received by the Contractor and rated as acceptable pursuant to the material specifications of the Contract, total Out Throw from these materials by the Contractor shall not exceed five percent (5%) of input by weight on a monthly basis. The Contractor will be expected to recover as much Recyclable Material as possible from rejected Loads, but any Contaminants or Prohibitive Materials from rejected Loads will not be included in the five percent (5%) Out Throw allowance.

SW.15 Residual Management

The Contractor shall be responsible to sufficiently remove any Contaminants and Prohibitive Materials from the delivered Recyclable Materials to meet end market specifications. The Contractor shall dispose of residual at no additional cost to the City.

AMM Pricing - Classic View

AMM.com*Prices from January 2, 2009***CONSUMER BUYING PRICES**Estimated domestic consumer buying prices in US\$/gross ton;
delivered mill price.

	Seattle/ Portland
NO. 1 HEAVY MELT	100
No. 2 heavy melt	97
No. 2 bundles	70
Shredded auto scrap	124
MACHINE SHOP TURNINGS	75
Shoveling turnings	
Cast iron borings	NA
Mixed borings, turnings	40
CUT STRUCTURAL/PLATE, 2' MAX.	NA
Cut structural/plate, 5' max.	120
CUPOLA CAST	NA
Heavy breakable cast	
Drop broken machinery cast	150
NO. 1 RR HEAVY MELT	120
Random rails	200
Other track material (OTM)	225

(a) Appraisal price

AMM**Disclaimer/Copyright ©2009 American Metal Market LLC.**

AMM Pricing Report

From: 01/01/2009 Material: Scrap, aluminum, Old sheet & cast Available from: 1992-11-05
Unit of Measure: US (cents) / Pound Last updated: 2009-03-03
To: 01/05/2009 Location: San Francisco

Report type: Daily

Updated	Low price	High price
2009/01/01	hol	hol
2009/01/02	10.00	15.00
2009/01/05	10.00	15.00

← Jan. 2nd, 2009

Catalyst Paper
 Paper Recycling Division
 1050 United Boulevard
 Coquitlam, British Columbia
 Canada V3K 6V4



Memorandum

To	All Major Canadian Suppliers	Date	January 2, 2009
Copy			
From		Fax	
E-mail		Phone	
Subject	Recovered Paper Prices - January 1, 2009		

Effective January 1, 2009 the price paid to major Canadian suppliers from approved shipping points will be:

Grade #8 ONP FOB

BC and Alberta \$74.00/MT Cdn. (US \$55.00/ST)

**** For the month of January/09 we will pay a premium of \$10 US/ST for all #8 ONP originating in BC - \$88.00/MT Cdn. (US \$65.00/ST)****

For those suppliers with contracts that include floor prices, prices will be:

BC \$75 US/ST (\$101 C/MT)
 AB \$65 US/ST (\$88 C/MT)

Grade #10 OMG FOB

Lower Mainland and Vancouver Island
 less than 100 MT/month \$81.00/MT Cdn. (US **\$60.00/ST**)
 more than 100 MT/month \$94.00/MT Cdn. (US **\$70.00/ST**)
 Rest of BC and AB
 Truck load quantities only \$81.00/MT Cdn. (US **\$60.00/ST**)

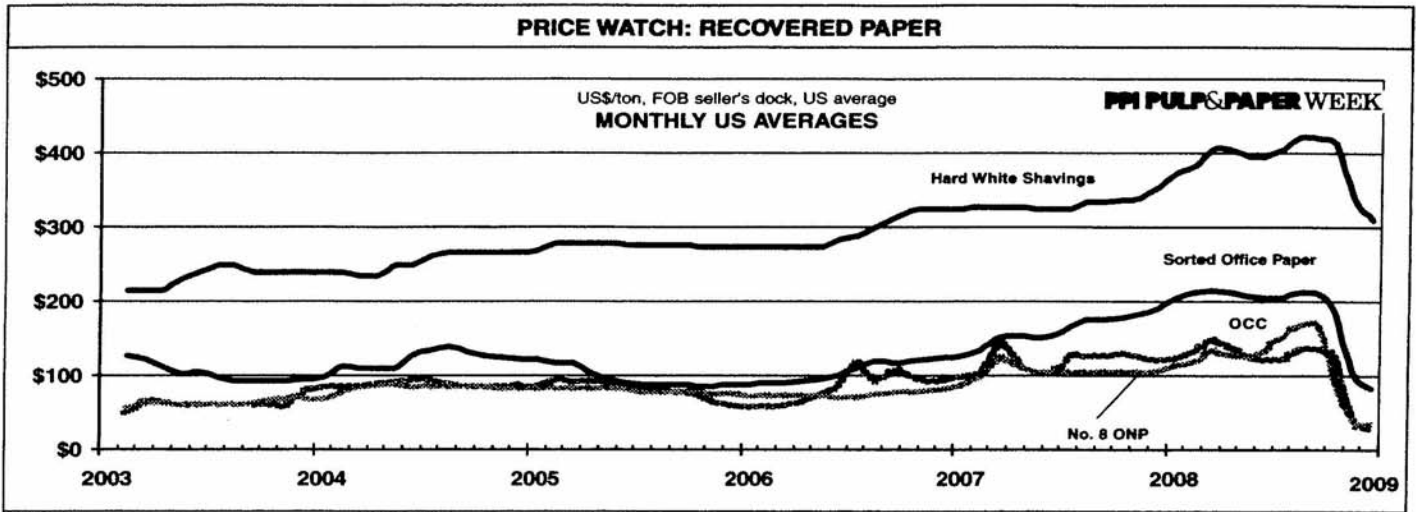
Old Telephone Directories (OTD) FOB

BC \$70.00/MT Cdn.

Alberta \$45.00/MT Cdn.

Thanks,

PPI PULP&PAPER WEEK



US RECOVERED PAPER PRICES
(\$/short ton, FOB, seller's dock)

January 2009

Grade*	New York		Chicago		Atlanta		San Francisco-Los Angeles		Dallas-Houston		Average Jan. 2009	% chg. year ago
	Price	Chg.	Price	Chg.	Price	Chg.	Price	Chg.	Price	Chg.		
Soft mixed paper (2)	-\$10 - 10	(n.m.)	-\$10 - 10	(n.m.)	-\$10 - 0	(n.m.)	\$5 - 15	(0)	-\$5 - 10	(n.m.)	\$1.50	-98.4%
News (6)	-10 - 10	(n.m.)	5 - 10	(+2)	-10 - 0	(n.m.)	10 - 15	(-2)	0 - 10	(0)	4.00	-94.8
Boxboard cuttings (4)	10 - 20	(-25)	15 - 20	(-5)	5 - 20	(0)	20 - 45	(+10)	10 - 15	(0)	18.00	-80.2
Corrugated containers (11)	15 - 25	(-2)	20 - 25	(-5)	15 - 35	(-5)	35 - 45	(+5)	25 - 35	(0)	27.50	-77.8
New double-lined kraft												
corrugated cuttings (13)	20 - 30	(-5)	25 - 30	(-5)	15 - 35	(-2)	50 - 60	(0) ¹	30 - 40	(+2)	33.50	-75.5
Special news, deink quality (8)	20 - 35	(-2)	20 - 30	(-5)	15 - 30	(-5)	40 - 50	(-2)	25 - 40	(+2)	30.50	-73.5
Magazines (10) ²	35 - 45	(0)	30 - 50	(0)	20 - 30	(0)	35 - 45	(0)	20 - 40	(0)	35.00	-70.8
Coated groundwood												
sections (44)	30 - 40	(0)	30 - 40	(0)	25 - 40	(-2)	40 - 60	(0)	30 - 40	(0)	37.50	-72.7
White blank news (24)	90 - 110	(-40)	100 - 110	(-40)	90 - 110	(-37)	125 - 170	(-12)	150 - 160	(-10)	121.50	-41.9
Unprinted bleached board (47)	240 - 260	(-55)	260 - 270	(-32)	240 - 260	(-50)	250 - 260	(-20)	260 - 270	(-10)	257.00	-31.0
Hard white shavings (30)	285 - 310	(-17)	275 - 295	(-30)	290 - 300	(-25)	260 - 270	(-40)	270 - 280	(-20)	283.50	-24.3
Hard white envelope cutt. (31)	320 - 340	(-40)	295 - 310	(-37)	310 - 325	(-32)	280 - 290	(-45)	290 - 300	(-27)	306.00	-25.6
Sorted office paper (37) ³	70 - 95	(-2)	75 - 95	(-5)	75 - 95	(-7)	55 - 85	(+15)	85 - 100	(0)	83.00	-59.7
Manifold (preconsumer)												
Colored ledger (39)	110 - 115	(-10)	115 - 120	(0)	100 - 110	(-2)	110 - 120	(0)	110 - 115	(0)	112.50	-49.2
Coated book stock (43)	90 - 100	(-10)	105 - 110	(0)	95 - 105	(-5)	100 - 110	(0)	105 - 110	(+2)	103.00	-51.9
Bleached board cuttings (45)												
Heavily printed	120 - 125	(-27)	110 - 120	(-7)	115 - 125	(0)	100 - 110	(0)	n.a.		115.63	-47.3
Sorted (postconsumer)												
White ledger (40)	175 - 190	(-35)	150 - 175	(-7)	180 - 190	(-15)	115 - 160	(-7)	170 - 190	(-20)	169.50	-44.9
Manifold white ledger (41) ⁴	175 - 190	(-35)	135 - 175	(-15)	180 - 190	(-15)	150 - 160	(-30)	170 - 190	(-20)	171.50	-44.4
Bleached board cuttings (45)												
Lightly printed	150 - 160	(-50)	140 - 150	(-40)	145 - 160	(-35)	150 - 160	(-20)	150 - 160	(-30)	152.50	-45.3%

* Numbers after each grade correspond to definitions in the current Institute of Scrap Recycling Industries Scrap Specifications Circular 2007. These are paper and board mill purchase prices, FOB seller's dock, exclusive of delivery charges. Prices are collected during the first half of the month, and are subject to change before month's end. In fact, market volatility can cause prices to change twice or more per month. While the information contained in this report has been obtained from sources believed to be reliable, RISI does not warrant or guarantee the accuracy and completeness of the information. All prices are best estimates of prices, and are composite prices as opposed to median or average prices. NOTE: Figures in parenthesis represent changes. Where the changes were ranges, the average is given. 1. Prices reflect mid-range for mid-quality DLK. 2. Prices apply to both postconsumer and overissue magazines, although overissue can carry premiums of about \$10 over published prices. 3. This refers to a grade sold to mills for making deinked pulp printing and writing papers. It includes sourcing to tissue mills with recycled content. In New York, Chicago, and Atlanta, the regional pricing on the top end is for highest quality office paper, which is at least partially sorted, and on the low end is for lower quality office paper, which is shredded and combined with other papers. 4. Preconsumer. n.m.=not meaningful. Source: PPI Pulp & Paper Week.

BANK OF CANADA

FINANCIAL MARKETS DEPARTMENT
MONTHLY AVERAGE OF EXCHANGE RATES

BANQUE DU CANADA

DÉPARTEMENT DES MARCHÉS FINANCIERS
MOYENNE MENSUELLE DES TAUX DE CHANGE

Ottawa, January, 2009 Average of 21 days

Ottawa, janvier 2009 Moyenne de 21 jours

COUNTRY PAYS	MONETARY UNIT UNITÉ MONÉTAIRE	PRESENT VALUE IN CAN. CURRENCY VALEUR ACTUELLE EN MONNAIE CAN.	COUNTRY PAYS	MONETARY UNIT UNITÉ MONÉTAIRE	PRESENT VALUE IN CAN. CURRENCY VALEUR ACTUELLE EN MONNAIE CAN.
Argentina Argentine	peso	0.3476	New Zealand Nouvelle-zélande	dollar	0.6744
Australia Australie	dollar	0.8271	Norway Norvège	kroner couronne	0.1762
Bahamas	dollar	1.2263	Pakistan	rupee roupie	0.01554
Brazil Brésil	new real nouveau real	0.5309	Panama	balboa	1.2263
Burma (Myanmar) Birmanie (Myanmar)	kyat	0.2176	Peru Pérou	new sol nouveau sol	0.3890
Chile Chili	peso	0.001970	Philippines	peso	0.02605
China Chine	renminbi	0.1794	Poland Pologne	zloty	0.3837
Colombia Colombie	peso	0.000542	Romania Roumain	nouveau leu	0.3837
Croatia Croatie	kuna	0.2207	Russia Russie	rouble	0.03857
Czech Republic République tchèque	koruna couronne	0.05973	Serbia Serbe	dinar	0.01735
Denmark Danemark	kroner couronne	0.2178	Singapore Singapour	dollar	0.8220
East Caribbean Caraïbes Orientales	dollar dollar	0.4603	South Africa Afrique du Sud	rand	0.1236
European Euro Europe Euro	Euro	1.6230	South Korea Corée de sud	won	0.000904
Fiji Fidji	dollar	0.6810	Sri Lanka	rupee roupie	0.01077
Communauté Financière Africaine	franc C.F.A.	0.002474	Sweden Suède	krona couronne	0.1511
Comptoirs Français du Pacifique	franc C.F.P.	0.01360	Switzerland Suisse	franc	1.0883
Ghana	cedi	0.9437	Taiwan	new dollar nouveau dollar	0.03673
Guatemala	quetzal	0.1565	Thailand Thaïlande	baht	0.03513
Honduras	lempira	0.06492	Trinidad & Tobago Trinité et Tobago	dollar	0.1959
Hong kong	dollar	0.158097	Tunisia Tunisie	dinar	0.8924
Hungary Hongrie	forint	0.005793	Turkey Turquie	new lira nouvelle livre	0.7638
Iceland Islande	krona couronne	0.009943	United Arab Emirates Émirats arabes unis	dirham	0.3339
India Inde	rupee roupie	0.02517	United Kingdom Royaume-Uni	pound livre	1.77269524
Indonesia Indonésie	rupiah roupie	0.000110	United States États-Unis	dollar	1.22630000
Israel Israël	new shekel nouveau shekel	0.3132	Venezuela	bolivar fuerte	0.5711
Jamaica Jamaïque	dollar	0.01520	Vietnam	dong	0.000070
Japan Japon	yen	0.01360			
Malaysia Malaisie	ringgit	0.3432			
Mexico Mexique	peso	0.08828			
Morocco Maroc	dirham	0.1456			
Neth. Antilles Antilles néerlandaises	gulder florin	0.6895			

Nominal quotations based on official parities or market rates in terms of United States dollars, converted into Canadian dollars around noon Ottawa time.

Cotations basées sur les parités officielles ou sur les cours du marché en dollars É.-U. et converties en monnaie canadienne vers midi heure d'Ottawa.