



## REQUEST FOR PROPOSAL

### PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS

RFP No. PS20130100

Issue Date: February 22, 2013

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PART A - INFORMATION AND INSTRUCTIONS

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1.0 THE RFP

- 1.1 This Request for Proposal (the "RFP") provides an opportunity to submit Proposals for review by the City and, depending on the City's evaluation of Proposals, among other factors, to potentially negotiate with the City to enter into an Agreement. EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 1 TO PART C OF THE RFP: (I) NO PART OF THE RFP CONSISTS OF AN OFFER BY THE CITY TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFP IS LEGALLY BINDING ON THE CITY.
- 1.2 The RFP concerns the City's interest in procuring the services of a qualified operator starting April 20, 2013 to receive, process and market residential recyclable materials as further outlined within this RFP. Details of the City's objectives and requirements to which the RFP relates are set out in Part B of the RFP.
- 1.3 The City is interested in selecting a single Proponent with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of an Agreement between the Proponent and the City. However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.
- 1.4 The City currently intends that Proposals will be evaluated by the City in relation to their overall value, which will be assessed in the City's sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section 8 below, among others.
- 1.5 NO BID SECURITY IS REQUIRED FROM PROPONENTS IN CONNECTION WITH THE SUBMISSION OF PROPOSALS BECAUSE NO PROPOSAL WILL BE DEEMED TO BE AN IRREVOCABLE OR OTHERWISE BINDING LEGAL OFFER BY A PROPONENT TO THE CITY. THE LEGAL OBLIGATIONS OF A PROPONENT THAT WILL ARISE UPON THE SUBMISSION OF ITS PROPOSAL WILL BE LIMITED TO THE TERMS AND CONDITIONS STATED UNDER THE HEADING "LEGAL TERMS & CONDITIONS" IN APPENDIX 1 TO THE PROPOSAL FORM (PART C).
- 1.6 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.
- 1.7 Certain capitalized terms used herein but not defined where first used, are defined in Section 12 below.
- 1.8 The RFP consists of four parts:
- (a) PART A - INFORMATION AND INSTRUCTIONS: This part is intended to serve as a guide to the RFP process for Proponents.
  - (b) PART B - CITY REQUIREMENTS AND ITEMS TO BE ADDRESSED IN PROPOSALS: This part describes the subject matter of the RFP, in respect of which the City invites Proposals. This part also stipulates the information that must be contained in each Proposal.
  - (c) PART C - PROPOSAL FORM: This part consists of the Proposal Form to be completed by each Proponent in connection with its Proposal. Each Proposal must be submitted under the cover of a duly completed and executed Proposal Form.

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- (d) PART E - FORM OF AGREEMENT: This part contains a model Agreement. An Agreement or Agreements in this form may be entered into between the City and one or more successful Proponents.

2.0 KEY DATES

- 2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for Enquiries	Tuesday, March 5 2013
Closing Time	Tuesday, March 12 2013, 3:00 P.M.

- 2.2 All references to time in the RFP are references to the time in the City of Vancouver, as shown on the Main Floor Rotunda Information Desk computer clock at 453 West 12th Avenue, Vancouver, British Columbia, Canada.

3.0 CONTACT PERSON

- 3.1 All enquiries regarding the RFP must be addressed to:

Eamonn Savage  
FAX: 604.873.7057      E-MAIL: [purchasing@vancouver.ca](mailto:purchasing@vancouver.ca)

- 3.2 All enquiries must be made in writing. In-person or telephone enquiries are not permitted.

4.0 SUBMISSION OF PROPOSALS

- 4.1 Proponents must submit their Proposals in writing on or before the time and date specified in the bottom row of the table in Section 2.1 above (the "Closing Time").

- 4.2 Each Proponent must submit its Proposal in an envelope clearly marked with the Proponent's name and the RFP title and number ("PS20130100 - Processing and Marketing of Residential Recyclable Materials") to the following address:

City of Vancouver  
Purchasing Services Office  
City of Vancouver  
453 West 12th Avenue  
Vancouver, British Columbia  
Canada V5Y 1V4

Notwithstanding the foregoing, envelopes submitted by courier or otherwise in-person should be delivered to:

Information Desk, Main Floor Rotunda  
City Hall  
City of Vancouver  
453 West 12th Avenue  
Vancouver, British Columbia  
Canada V5Y 1V4

- 4.3 To be considered by the City, a Proposal must be submitted under the cover of a Proposal Form, completed and duly executed by the relevant Proponent, including Appendix 1 thereto.

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- 4.4 Proposals must not be submitted by fax or email.
- 4.5 Amendments to a Proposal may be submitted in the same manner as the original Proposal, at any time prior to the Closing Time.
- 4.6 In addition to four paper copies of Proposals (which should be bound and in envelopes as specified in Part B), the City requests that an electronic copy of each Proposal, on CD or memory stick, be provided.
- 4.7 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.8 All costs associated with the preparation and submission of a Proposal, including any costs incurred by a Proponent after the Closing Time, will be borne solely by the Proponent.
- 4.9 Unnecessarily elaborate Proposals are discouraged. Proposals should generally be limited to the items specified in Part B of the RFP.
- 4.10 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium solely for the purpose of submitting a joint Proposal in response to the RFP, provided that they disclose the names of all members of the consortium and all members complete and execute a Proposal Form (Part C). Nonetheless, the City has a strong preference for proposals submitted by a single Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.
- 4.11 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City's sole discretion.
- 5.0 CHANGES TO THE RFP AND FURTHER INFORMATION
- 5.1 The City may amend the RFP or make additions to it at any time.
- 5.2 It is the sole responsibility of Proponents to check the City's website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.
- 5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2
- 6.0 CONTRACT REQUIREMENTS
- 6.1 In addition to addressing the other requirements of Part B hereof, each Proponent must indicate in its Proposal the extent to which the Form of Agreement included as Part D hereof is consistent with its Proposal. If the Proposal is inconsistent with any part of the Form of Agreement, the Proponent must so state and must propose alternative contract language as part of its Proposal.
- 6.2 If the head office of a Proponent is located within the City of Vancouver or if the Proponent is to perform any work at a site located within the City of Vancouver, the execution of any Agreement will be contingent upon the Proponent having a valid City of Vancouver business license.
- 6.3 The term of the Agreement and License Agreement will be as stated in Annex 1 - Section 4.0.

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7.0 PRICING

- 7.1 All prices quoted in any Proposal are to be exclusive of applicable sales taxes but inclusive of all other costs.
- 7.2 Prices must be quoted in Canadian currency.
- 7.3 Fixed prices must be quoted for the full term of the Proponent's proposed agreement.

8.0 EVALUATION OF PROPOSALS

- 8.1 The City may open or decline to open Proposals in such manner and at such times and places as are determined by the City.
- 8.2 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives to determine which Proposal or Proposals offer the overall best value to the City based on price, quality, service, innovativeness, environmental or sustainability concerns or benefits and other criteria including, but not limited to Proponents':
- (a) ability to deliver the Requirements (as defined in Part B) as and when required;
  - (b) skills, knowledge and previous experience;
  - (c) proposed plans and work schedules;
  - (d) business reputations and capabilities; and
  - (e) ability to meet the City's insurance requirements.

Certain other evaluation criteria may be set out in Part B or elsewhere in the RFP.

- 8.3 The City will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The City is not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The City may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.
- 8.4 The City may, at any time prior to signing an Agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.
- 8.5 The City may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the Form of Agreement. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.
- 8.6 Prior to approval of a Proposal, the City must be satisfied as to the Proponent's financial stability. Proponents may be asked to provide financial statements prepared by an accountant and covering at least the prior two years.

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- 8.7 The City may request that any proposed subcontractors undergo evaluation by the City.
- 8.8 The City is not under any obligation to approve any Proposal and may elect to terminate the RFP at any time.
- 8.9 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to:
- (a) accept any Proposal;
  - (b) reject any Proposal;
  - (c) reject all Proposals;
  - (d) accept a Proposal which is not the lowest-price proposal;
  - (e) accept a Proposal that deviates from the Requirements or the conditions specified in the RFP;
  - (f) reject a Proposal even if it is the only Proposal received by the City;
  - (g) accept all or any part of a Proposal;
  - (h) split the Requirements between one or more Proponents; and
  - (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time.
- 9.0 SUSTAINABILITY
- 9.1 The City's Ethical Procurement Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/prepare-your-bid.aspx> align the City's overall approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. To the extent applicable, the Ethical Procurement Policy will be referred to in the evaluation of Proposals, and any successful Proponent will be expected to adhere to the Supplier Code of Conduct.
- 9.2 Proponents are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Proponent supply materials, and where such materials may cause adverse environmental effects, the Proponent is to indicate the nature of the hazard(s) in its Proposal. Furthermore, the Proponent is to advise the City of any known alternatives or substitutes for such materials that would mitigate such adverse effects.
- 10.0 CERTAIN APPLICABLE LEGISLATION
- 10.1 Proponents should note that the City of Vancouver is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's consultants or contractors to protect all personal information acquired from the City in the course of providing any service to the City.
- 10.2 Proponents should note that the *Income Tax Act* (Canada) requires that certain payments to non-residents be subject to tax withholding. Proponents are responsible for informing



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themselves regarding the requirements of the *Income Tax Act* (Canada), including the requirements to qualify for any available exemptions from withholding.

11.0 LEGAL TERMS AND CONDITIONS

11.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in Appendix 1 to the Proposal Form (Part C). Except where expressly stated in such Appendix 1: (i) no part of the RFP consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City.

11.2 Potential Proponents should review Appendix 1 to the Proposal Form carefully before submitting a Proposal. Among other things, potential Proponents must note that:

- (a) Except for limited duties in respect of the protection of confidential information and the resolution of legal disputes (as fully specified in Appendix 1 to the Proposal Form), the City does not have, and will not have, any legal obligations to a Proponent or to any proposed subcontractor of that Proponent in respect of the RFP or that Proponent's Proposal until such time as an Agreement is entered into with that Proponent.
- (b) The City is a public body required by law to act in the public interest. In no event, however, does the City owe to the Proponent or to any of the Proponent's proposed subcontractors (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process.
- (c) Except only and to the extent that the City is in breach of its duties with respect to a Proponent's confidential information, each Proponent is required to broadly release the City, its officials, its agents and its employees from liability for any losses incurred by the Proponent.
- (a) Except only and to the extent that the City is in breach of its duties with respect to a Proponent's confidential information, each Proponent is required to broadly indemnify and hold harmless the City, its officials, its agents and its employees from and against losses in respect of any claim or threatened claim against any of them.
- (b) Except with respect to the City's duties in respect of a Proponent's confidential information, even to the extent the city is found to have breached any duty to the Proponent, if any, the liability of the City, its officials, its agents and its employees to the Proponent will be limited to \$100.
- (c) With limited exceptions set forth in such Appendix 1 to the Proposal Form, any dispute between the City and a Proponent will be subject to arbitration.
- (d) All RFP-related documents provided to any Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (e) The documentation containing any Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.
- (f) The City will treat any Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information, subject, however, to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the City's full right to

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publicly disclose any and all aspects of the Proposal in the course of publicly reporting to the Vancouver City Council or announcing the results of the RFP to Proponents.

- (g) Proponents must not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City, which have been or are in the future provided or communicated to a Proponent at any time (whether before, during or after the RFP process). Furthermore, each Proponent must agree to not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (h) Each Proponent must waive any rights to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and must agree that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions), including, without limitation, records relating only to the Proponent.
- (i) Each Proponent must disclose whether any officer, director, shareholder, partner or employee of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest is:
  - i. an elected official or employee of the City; or
  - ii. related to or has any business or family relationship with any elected official or employee of the City,in each case such that there could be any conflict of interest or an appearance of a conflict of interest in the evaluation or consideration of the Proponent's Proposal by the City.
- (j) Each Proponent must disclose whether the Proponent or any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) Services for the processing and marketing of residential recyclables to the Canadian federal government, the British Columbia provincial government, the Greater Vancouver Regional District (also known as Metro Vancouver), or any member local government of Metro Vancouver, or to Multi Materials BC in each case such that entering into the Form of Agreement in Part D of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to the foregoing organizations.
- (k) Each Proponent is required to disclose whether the Proponent has any affiliation, whether legal or financial, with any other entity which is in the business of providing the same type of goods or services which are the subject of the RFP; and whether the Proponent is competing for purposes of the RFP process with any entity with which it is legally or financially associated or affiliated.
- (l) Each Proponent is required to disclose whether it or any officer, director, shareholder, partner, or employee of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America.
- (m) A Proponent must not disclose or promote any relationship between it and the City, including by means of any verbal declarations or announcements and by means of any

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sales, marketing or other literature, letters, client lists, press releases, brochures, web sites or other written materials (whether in print, digital, electronic or other format) without the express prior written consent of the City. Each Proponent must undertake not to use the name, official emblem, mark, or logo of the City without the express prior written consent of the City.

12.0 DEFINITIONS

12.1 In the RFP, the following capitalized terms have the following meanings:

- (a) "Agreement" means a contract entered into between the City and a successful Proponent, if any, following the conclusion of the RFP process, which contract is expected to be in substantially the same form as the Form of Agreement;
- (b) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter;
- (c) "Form of Agreement" means the form of agreement contained in Part D of the RFP;
- (d) "Proponent" means an entity, which is not, by the terms hereof, restricted from submitting a Proposal, and which does submit a Proposal;
- (e) "Proposal" means a proposal submitted in response to the RFP; and
- (f) "Proposal Form" means the form contained in Part C of the RFP.

12.2 All other capitalized terms used in the RFP have the meanings given to them elsewhere in the RFP.

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APPENDIX 1 TO PART A



FINANCIAL SERVICES GROUP  
Supply Management

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Request for Proposal No. PS20130100, Processing and Marketing of Residential Recyclable Materials

Information Meeting

There is no Information Meeting scheduled for this RFP process.

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PART B - CITY REQUIREMENTS AND ITEMS TO BE ADDRESSED IN PROPOSALS

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1.0 CITY REQUIREMENTS

1.1 The City has the following objectives and requirements (together, the “Requirements”):

In general, the successful Proponent shall be required to provide the following basic services:

- a) receive, weigh, and grade the Recyclable Materials that are recovered from the City’s residential recycling programs and delivered to the successful Proponent by a Collector;
- b) enter into and comply with a Licence Agreement with the City, for a nominal fee, for use of the Receiving Facility property;
- c) operate and maintain the Receiving Facility in accordance with the requirements of the Contract Documents and the Licence Agreement for the Receiving Facility;
- d) transfer the Recyclable Materials from the Receiving Facility to an approved processing and marketing facility within twenty-four (24) hours of receiving the Recyclable Materials;
- e) conduct all storage, processing and marketing of the Recyclable Materials;
- f) accurately report on all Recyclable Materials received, processed and marketed;
- g) ensure that all unsanitary, unsafe, and unsightly conditions in the areas of the Receiving Facility and surrounding property are eliminated; and
- h) provide or make provision for all administrative and office supplies and equipment necessary to support the successful Proponent’s operation including without limitation, telephones, office equipment and furniture, and office supplies and stationary and all maintenance supplies and equipment, including cleaning supplies and hand tools as are necessary for the normal operation and maintenance of the Receiving Facility.

Further information regarding the Requirements is contained in Annex 1 to the RFP.

1.2 The Requirements stated herein are current as of the date hereof, but they may change or be refined in the course of the evaluation of Proposals or otherwise.

1.3 To the extent that the Requirements express estimates of quantities or volumes of goods or services expected to be required by the City, the City cannot offer any assurances that such quantities or volumes will in fact be required.

2.0 ITEMS TO BE ADDRESSED IN EACH PROPOSAL

2.1 Each Proposal must have: (i) a title page that clearly indicates the name of the Proponent and the general nature of the Proposal; (ii) a detailed table of contents; and (iii) an executive summary no more than one page long.

2.2 Each Proposal must contain a section titled “Technical Proposal,” which should address the Requirements. This section of the Proposal should be divided into paragraphs that correspond to the numbered paragraphs of the foregoing Section 1 of this Part B and the numbered paragraphs/sections of Annex 1 to the RFP.

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- 2.3 Each Proposal must contain a section titled “Commercial Proposal,” which should contain full details of the Proponent’s proposed pricing and payment terms, which must be in accordance with Part A of the RFP, and, which must include a completed table entitled “Schedule of Payment Matrix - Core Proposal” in the form found under Schedule A - Pricing.
- 2.4 Proponents are encouraged to include separately one or more alternate proposals and should include full details of the Proponent’s alternate proposed pricing and payment terms, which must be in accordance with Part A of the RFP, and, which must include a completed table entitled “Schedule of Payment Matrix - Alternate Proposal” in the form found under Schedule A - Pricing. The City is interested in alternate proposals which deal with recyclable materials not included in the definitions of the core recyclables.
- Reference should be made to the foregoing Section 1 of this Part B and Annex 1 to the RFP for any further requirements concerning pricing or payment terms, which should be addressed in each Proposal.
- 2.5 Each Proposal must contain a section titled “Proponent Overview,” which must provide a description of the Proponent’s company, purpose and history of successes.
- 2.6 Each Proposal must contain a section titled “Key Personnel,” which must identify and provide professional biographical information for the key personnel that would perform the Proponent’s work, outlining their intended roles in meeting the Requirements. If appropriate, also include a complete organization chart, identifying all roles and areas of responsibility.
- 2.7 Preference may be given to Proponents and proposed personnel that demonstrate knowledge and experience involving the processing and marketing of residential recyclable materials. Each Proponent should make clear in its Proposal its relevant knowledge and experience, and that of its proposed personnel.
- 2.8 Each Proposal must contain a section titled “References,” which should provide names and contact information for approximately three parties for whom the Proponent has done work in the past.
- 2.9 Each Proposal must contain a section titled “Subcontractors,” which must list all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any subcontractors. If selected to enter into an Agreement with the City, the Proponent may be limited to using subcontractors listed in its Proposal.
- 2.10 If the City objects to a subcontractor listed in a Proposal, the City may permit a Proponent to propose a substitute Subcontractor acceptable to the City.
- 2.11 Each Proposal must contain a section titled “Work Plan,” which should detail the sequential process by which the Proponent proposes to undertake the work, and which should include a timeline as necessary. The Proponent’s work plan should make reference to the Requirements as appropriate. This section of the Proposal may be completed by cross-referencing the “Technical Proposal” section where appropriate.
- 2.12 The City is committed to environmental and socio-economic sustainability. Therefore, each Proposal must contain a section titled “Sustainability,” wherein the Proponent should describe the environmental aspects of its Proposal. In addition, this section of the Proposal should include a completed table in the following form:

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Sustainability Initiative	Description	Details	Response
a. Greenhouse Gas/Carbon Reduction	The City aims to reduce its greenhouse gas/carbon emissions, where possible as part of its Climate Protection Program.	Tell us how the design and use of your service takes into account strategies to reduce its carbon footprint. Examples could include offering products with a limited amount of embedded carbon, having a strategy for limiting transportation-related to service provision and/or purchasing carbon credits to offset emissions	
b. Waste Reduction	The City aims to reduce waste where possible.	Tell us how your firm addresses waste minimization and diversion of waste from the landfill in the design of your product or service and its associated delivery, use and disposal. Examples include take-back programs you may have for your products at end-of-life or products that are made from recycled materials.	
c. Toxic Reduction	The City aims to reduce toxins and hazardous substances in the workplace where possible.	Tell us what steps your firm has taken to use 'design for environment' principles to reduce toxic and hazardous substances found in your products. Examples could include products that contain polyvinyl chlorides (PVCs) or volatile organic compounds (VOCs).	
d. Socio-economic Sustainability	Socio-economic sustainability is important to the City. As such, The City aims to do business with suppliers who are striving to advance social and economic wellbeing in the community.	Tell us about your firm's efforts with regards to socio-economic sustainability. Examples include, but are not limited to, broadening educational and professional development opportunities, supporting minority/youth groups, and supporting low-threshold job programs for vulnerable people.	

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- 2.13 Each Proposal must contain a section titled “Deviations and Variations,” in which the Proponent should: (i) note any deviations or variations from the terms and conditions set out in the RFP or from the Requirements, even if such deviations or variation are also noted elsewhere in the Proposal; and (ii) if applicable, detail any proposed amendments to the Form of Agreement. If no amendments to the Form of Agreement are proposed, the Proponent must state that its Proposal is fully consistent with the Form of Agreement.
- 2.14 If, in addition to proposing services which meet the Requirements, the Proponent wishes to offer an alternative or alternatives, the alternative solution(s) should to be submitted separately as an appendix within the Proposal. Any pricing impact of the alternate solution(s) should be provided separately in the appendix.
- 2.15 Each Proponent should note Section 9 of Appendix 1 to Part C and should include in its Proposal a section entitled “Conflicts; Collusion; Lobbying” as necessary.
- 2.16 The sections of each Proposal should be arranged in the order in which they are referred to in this Part B. Proponents should avoid, to the extent possible, the inclusion of other top-level Proposal sections.
- 2.17 Each Proponent must submit with its Proposal a Certificate of Existing Insurance, in the form of Annex 2 to the RFP, duly completed and signed by its insurance agent or broker as evidence of its existing insurance, along with a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in Section 11.04 of the Form of Agreement, should the Proponent be selected as a successful Proponent. (Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City entering into any Agreement.)
- 2.18 Each Proponent must submit with its Proposal proof of valid WorkSafeBC registration. Such registration should be maintained as specified in the Form of Agreement.
- 2.19 Each Proponent must submit with its Proposal a “Consent of Surety” substantially in the form provided as Schedule F to the Proposal Form duly completed by a surety company authorized and licensed to carry on business in British Columbia.
- 2.20 Within seven (7) calendar days of being notified by the City of the award of the Contract by Vancouver City Council, the successful Proponent, together with a Guaranty Surety Company authorized to do business in the Province of British Columbia, shall be required to enter into a Performance Bond in the amount of two hundred fifty thousand dollars (\$250,000.00) in a form satisfactory to the City’s Director of Legal Services as surety for the due and proper performance of the Contract.
- 3.0 The City Engineer and the successful Proponent
- 3.1 The City Engineer is the official person responsible for all aspects of administration of any Contract on behalf of the City.
- 3.2 The successful Proponent shall have complete control of its own organization, the carrying out of the Supply, and the method of carrying out the Supply.
- 3.3 The successful Proponent shall notify the City Engineer, in writing, within five (5) working days if, in the successful Proponent’s opinion, a decision by the City Engineer or his representative is in error and not in accordance with the Contract Documents.



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- 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 successful Proponent to stop work until the materials, procedures, and/or workmanship comply with such provisions.
- 3.6 The successful Proponent shall appoint a person working for the successful Proponent to represent the successful Proponent in the day-to-day operation of the Contract.
- 4.0 Changes in the Supply
- 4.1 The City Engineer, without invalidating the Agreement, may make changes to the Agreement by adding or deleting Recyclable Materials and/or Recyclable Material Categories to be processed and marketed in conjunction with the Supply. The successful Proponent shall proceed with the Supply as changed and the Supply shall be executed under the provisions of the Agreement. No changes shall be undertaken by the successful Proponent without the written consent of the City Engineer.
- 4.2 Where a Recyclable Material is added to or deleted from the Supply by the City, the City and the successful Proponent shall, if warranted, diligently negotiate changes to the Agreement prices for the Fixed Unit Value and/or the Fixed Market Indicator Adjustor Value (as bid by the successful Proponent in the Schedule of Payment Matrix) of the Recyclable Material Category in which the Recyclable Material was added or deleted.
- 4.3 Where a Recyclable Material Category is added to the Supply, the City and the successful Proponent shall negotiate Agreement prices for the Fixed Unit Value and the Fixed Market Indicator Adjustor Value (if applicable) for the new category.
- 4.4 Agreement price negotiations for changes in the Supply shall be based on the successful Proponent's *bona-fide* incremental cost that is directly associated with processing and marketing the new Recyclable Material or Recyclable Material Category. Additionally, the Agreement price negotiations shall also consider the resale value of the Recyclable Materials and/or Recyclable Material Category and a reasonable expected profit for the successful Proponent.
- 4.5 The City reserves the right to terminate the Agreement on ninety (90) days written notice if it is not able to negotiate such price changes and adjustments that are acceptable to the City. If the Agreement is terminated pursuant to this section, the City shall not be liable to pay the successful Proponent damages or additional compensation of any kind whatsoever.
- 4.6 The successful Proponent and the City shall jointly notify the successful Proponent's Bonding Agent of all Agreement changes.
- 5.0 Inspection of Work
- 5.1 The City Engineer shall at all times have access to any facilities (such as the Receiving Facility or the Materials Recycling Facility ("MRF") used by the successful Proponent or his subcontractor(s) to fulfil the obligations of the Agreement. The successful Proponent shall provide proper access to such facilities for inspection by the City Engineer.

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- 5.2 The City Engineer shall inspect such facilities and the successful Proponent's performance of the Supply for the purpose of promoting effective execution of the Agreement, and such inspection, or lack of it, shall not relieve the successful Proponent of his responsibility to perform the Supply in accordance with the Agreement.
- 5.3 Where any deviation from the requirements of this Agreement is found, the City Engineer shall forthwith notify the successful Proponent in writing. The successful Proponent 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 the Agreement.
- 6.0 Labour
- 6.1 The successful Proponent 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 of the successful Proponent who is intoxicated, intemperate, disorderly, or wilfully negligent shall be discharged by the successful Proponent from the work.
- 7.0 WorkSafeBC Compliance
- 7.1 Payment of WorkSafeBC Assessments - The successful Proponent 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 the Agreement. The successful Proponent 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 successful Proponent. The City shall have the right to withhold payment under the Agreement until WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling the Agreement had been paid in full.
- 7.2 General WorkSafeBC Obligations - The successful Proponent 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 Agreement, not only by the Proponent but by all Subcontractors, workers, material suppliers and others engaged in the performance of the Agreement.
- 7.3 Initial Proof of WorkSafeBC Registration/Good Standing - Within seven (7) calendar days of the City notifying the successful Proponent to do so, the successful Proponent will provide the City with the successful Proponent's and all Sub-Contractor's WorkSafeBC registration numbers.
- 7.4 Subsequent Proof of WorkSafeBC Registration/Good Standing - Within seven (7) calendar days of the City notifying the successful Proponent to do so, and concurrently with making any application for payment under the Agreement, the successful Proponent will provide the City with written confirmation that the successful Proponent 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 successful Proponent, or to the date of application for payment, as applicable.
- 7.5 Prime Contractor - With respect to any work provided by the successful Proponent or its Subcontractors at the City's site(s), the Agreement is now appointed and now accepts appointment as the "prime contractor", as defined by the WorkSafeBC OHS Regulation, for the purposes of the Agreement, but only with respect to the successful Proponent's and its Subcontractors' employees, contractors and agents, and only with respect to the WorkSafeBC OHS Regulation that applies to their conduct independently of the City's compliance with the WorkSafeBC OHS

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Regulation that applies to the condition or contents of the City's site(s). Within seven (7) calendar days of receipt of a notice of award, the successful Proponent will enter into a Prime Contractor Agreement with the City.

7.6 Special Indemnity Against WorkSafeBC Non-Compliance - The successful Proponent 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 successful Proponent or any other employer for whom the successful Proponent is responsible under the Agreement;
- b) The acts or omissions of any person engaged directly or indirectly by the successful Proponent in the performance of the work of the Agreement 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 successful Proponent's obligations under this Section 7.0.

8.0 System of Measurement

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

9.0 Patent Infringement

9.1 The successful Proponent 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 Supply or of any material, products, plant, machinery, tool or plans used therein or thereon, or in any way therewith.

10.0 Assignment

10.1 The successful Proponent shall not, without the consent in writing of the City Engineer (which consent may be unreasonably withheld), assign or transfer any portion of the work of the Agreement, but must carry out the work with its own employees or subcontractors under the successful Proponent's supervision.

11.0 Termination of the Agreement for Proponent's Default

11.1 The City, without prejudice to any other right, may elect to terminate the Agreement or any part of the Agreement, forthwith upon notice to the successful Proponent if:

- a) the successful Proponent shall neglect or refuse to sign and execute the Agreement within seven (7) calendar days after notification of the award of the Agreement;
- b) the successful Proponent neglects or fails to commence work on the Effective Date;
- c) the successful Proponent 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 successful Proponent shall enter into receivership whether voluntarily

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or involuntarily or if a receiver of trustee-in-bankruptcy is appointed over some or all of the affairs of the successful Proponent;

- d) a receiver is appointed for the successful Proponent's business;
- e) the successful Proponent persistently or substantially breaches any provision of the Agreement or Licence Agreement for the Receiving Facility; or
- f) the successful Proponent does not maintain the Receiving Facility in accordance with the Contract Documents.

**12.0 Provision to Add or Delete Materials**

12.1 It is expected that during the term of the Agreement, the City's residential recycling programs will continue to grow and change in terms of Recyclable materials, new collection methods, and/or new end-use initiatives. In the event that the City Engineer proposes to add or delete Recyclable materials and/or Recyclable Material Categories to the City's residential recycling programs in conjunction with the Agreement, the successful Proponent shall fully co-operate with the City in implementing them accordingly. The City reserves the right to terminate the Agreement on ninety (90) calendar days' notice if it is not able to negotiate a price acceptable to the City with the successful Proponent for the addition of new Recyclable Materials and/or Recyclable Material Categories, as set forth in this Part B Section 4.0. If the successful Proponent is terminated pursuant to this section, the City shall not be liable to pay to the successful Proponent damages or compensation of any kind whatsoever.

**13.0 Changes Due to Multi-Materials British Columbia Packaging and Printed Paper Stewardship Plan**

13.1 The Multi-Materials British Columbia (MMBC) Packaging and Printed Paper Stewardship Plan is scheduled to start on May 14, 2014. The successful Proponent shall fully co-operate with the City in negotiating any required changes to the Agreement, as set forth in this Part B Section 4.0.

13.2 The City reserves the right to terminate the Agreement on one hundred twenty (120) calendar days' notice if it is not able to negotiate a new agreement with the successful Proponent addressing changes required under the MMBC stewardship plan that are acceptable to the City.

13.3 If the Agreement is terminated pursuant to this section 13.0, the City shall not be liable to pay to the successful Proponent damages or compensation of any kind whatsoever.

**14.0 Successful Proponent's Failure to Meet End Market Specifications**

14.1 The City shall not be responsible for the successful Proponent's failure to meet end market specifications.

**15.0 Point of Ownership of Recyclable Materials**

15.1 Where materials are picked up by the successful Proponent or the successful Proponent's Subcontractor, the point of ownership of the Recyclable Materials will transfer from the City (or from the Collection Contractor) to the successful Proponent after the Recyclable Materials have been weighed, off loaded from the Collection Vehicles, and graded by the successful Proponent, as set forth in Annex 1 - Section 7.0.

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16.0 Non-Waiver

- 16.1 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 Agreement 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.
- 16.2 No provision in the Contract Documents that imposes or may be deemed to impose extra or specific responsibilities or liabilities on the successful Proponent will restrict the general or other responsibilities or liabilities of the successful Proponent in any way.

17.0 Existing Receiving Facility Infrastructure

- 17.1 The existing site operator has completed a number of upgrades at the Receiving Facility to improve daily operation. Currently, the lock-block loading ramp, the on-site loader(s), and the netting behind the loading ramp are owned by the existing site operator.
- 17.2 The successful Proponent is responsible to make any financial arrangement with the current site operator to purchase all or part of the existing infrastructure owned by the existing site operator.

18.0 Items to be Provided by the City

- 18.1 The City will provide the following equipment for the successful Proponent to use in the performance of the Supply. The successful Proponent will be responsible for all costs related to the repair and maintenance of all equipment on site.
- a) 3 lock block bunkers;
  - b) Weigh scale; and
  - c) Office building including washroom.
- 18.2 The following equipment will be left behind by the existing site operator. It is up to the successful Proponent to determine whether these equipment will be used.
- a) 3 fabric canopies and trusses on top of the lock block bunkers in existing condition. It will be the sole responsibility of the contractor to replace these canopies at the end of their useful life;
  - b) Lock block loading ramp; and
  - c) Netting behind the loading ramp.

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PROPOSAL FORM

RFP No. PS20130100, PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS (the  
"RFP")

Proponent's Name: \_\_\_\_\_  
"Proponent"

Address: \_\_\_\_\_  
\_\_\_\_\_

Jurisdiction of Legal Organization: \_\_\_\_\_

Date of Legal Organization: \_\_\_\_\_

Key Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

The Proponent, having carefully examined and read the RFP, including all amendments and addenda thereto, if any, and all other related information published on the City's website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Proposal.

The Proponent further acknowledges that it has read and agreed to the Legal Terms & Conditions attached as Appendix 1 hereto and has separately executed such Appendix 1. .

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

\_\_\_\_\_  
Signature of Authorized Signatory for the Proponent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature of Authorized Signatory for the Proponent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

## APPENDIX 1 TO PROPOSAL FORM

### LEGAL TERMS AND CONDITIONS

#### 1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the City's and the Proponent's legal rights and obligations only with respect to the RFP proposal process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this Appendix 1 apply to, or have the effect of supplementing, any Contract formed between the City and the Proponent or otherwise apply as between the Proponent and the City following the signing of any such Contract.

#### 2 DEFINITIONS

In this Appendix 1, the following terms have the following meanings:

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent as a result of the RFP.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposal No. PS20130100 - "Processing and Marketing of Residential Recyclable Materials", as amended from time to time and including all addenda.

#### 3 NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 11 of this Appendix 1, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

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4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

5 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion.

5.2 Reservation of Complete Control over Process

The City reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, the City is not legally obligated to review, consider or evaluate the proposals, or any particular proposal, and need not necessarily review, consider or evaluate the proposals, or any particular proposal, in accordance with the procedures set out in the RFP, and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation processes in respect of any or all proposals at any time without further explanation or notification to any proponents.

5.3 Discussions/Negotiations

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 1, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

5.4 Acceptance or Rejection of Proposals

The City has in its sole discretion, the unfettered right to: accept any proposal; reject any proposal; reject all proposals; accept a proposal which is not the lowest-price proposal; accept a proposal that deviates from the requirements of the RFP or the conditions specified in the RFP; reject a proposal even if it is the only proposal received by the City; accept all or any part of a proposal; enter into agreements respecting the subject matter of the RFP with one or more proponents; or enter into one or more agreements respecting the subject matter of the RFP with any other person at any time.

6 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

Except only and to the extent that the City is in breach of Section 8.2 of this Appendix 1, the Proponent now releases the City, its officials, its agents and its employees from all liability for any Losses incurred in connection with the RFP or the Proposal, including any Losses in connection with:

- (a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the



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City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially))

- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process,
- (c) the Proponent preparing and submitting the Proposal;
- (d) the City accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

#### 6.2 Indemnity by the Proponent

Except only and to the extent that the City breaches Section 8.2 of this Appendix 1, the Proponent indemnifies and will protect, save and hold harmless the City, its officials, its agents and its employees from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its proposed subcontractors or agents alleging or pleading:

- (n) any alleged (or judicially determined) breach by the City or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (o) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process, or
- (p) liability on any other basis related to the RFP or the proposal process.

#### 6.3 Limitation of City Liability

In the event that, with respect to anything relating to the RFP or this proposal process (except only and to the extent that the City breaches Section 8.2 of this Appendix 1), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

### 7 DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the City and any proponent with whom the City has entered a Contract (or a similar contract between the City and a proponent other than the Proponent)) 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 Director of Legal Services;
- (b) Section 6 of this Appendix 1 will:

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- i. bind the City, the Proponent and the arbitrator; and
  - ii. survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

**8 PROTECTION AND OWNERSHIP OF INFORMATION**

**8.1 RFP and Proposal Documents City's Property**

- (a) All RFP-related documents provided to the Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (b) The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.

**8.2 Proponent's Submission Confidential**

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the City's full right to publicly disclose any and all aspects of the Proposal in the course of publicly reporting to the Vancouver City Council on the proposal results or announcing the results of the RFP, the City will treat the Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

**8.3 All City Information Confidential**

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

**9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING**

**9.1 Declaration as to no Conflict of Interest in RFP Process**

The Proponent confirms and warrants that there is no officer, director, shareholder, partner or employee of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:

- (a) an elected official or employee of the City; or
- (b) related to or has any business or family relationship with any elected official or employee of the City,

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in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled “Conflicts; Collusion; Lobbying” in the Proposal.

#### 9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) services related to the processing and marketing of residential recyclable materials of any kind to the Canadian federal government, the British Columbia provincial government, the Greater Vancouver Regional District (also known as Metro Vancouver), or any member local government of Metro Vancouver, or Multi Materials BC in each case such that entering into the Form of Agreement in Part D of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent’s duties to the City and the Proponent’s or its subcontractors’ duties to the foregoing organizations, except as set out, in all material detail, in a separate section titled “Conflicts; Collusion; Lobbying” in the Proposal.

#### 9.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

- (a) the Proponent has no affiliation, whether legal or financial, with any other entity which is in the business of providing the same type of goods or services which are the subject of the RFP; and
- (b) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated,

in each case, except as set out, in all material detail, in a separate section titled “Conflicts, Collusion, Lobbying” in the Proposal.

#### 9.4 Declaration as to Lobbyist Status

The Proponent confirms and warrants that neither it nor any officer, director, shareholder, partner, or employee of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America, except as set out, in all material detail, in a separate section titled “Conflicts, Collusion, Lobbying” in the Proposal.

### 10 NO PROMOTION OF RELATIONSHIP

The Proponent must not disclose or promote any relationship between it and the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures, web sites or other written materials (whether in print, digital, electronic or other format) without the express prior written consent of the City. The Proponent undertakes not to use the name, official emblem, mark, or logo of the City, including without limitation, “City of Vancouver”, “Vancouver Police Board”, “Vancouver Public Library”, “Vancouver Park Board”, “Vancouver Board of Parks and Recreation”, or any other reference to any of the foregoing, without the express prior written consent of the City.

### 11 GENERAL

- (a) All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.

REQUEST FOR PROPOSAL NO. PS20130100  
PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
PART C - FORM OF PROPOSAL LETTER

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- (b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.
- (c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.
- (d) The Proponent consents to the City contacting any references named by the Proponent in the Proposal.

AS EVIDENCE OF THE PROPONENT'S INTENT TO BE LEGALLY BOUND BY THIS APPENDIX 1, THE PROPONENT HAS EXECUTED AND DELIVERED THIS APPENDIX 1 AS AN INTEGRAL PART OF ITS PROPOSAL FORM IN THE MANNER AND SPACE SET OUT BELOW:

\_\_\_\_\_  
Signature of Authorized Signatory for the Proponent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature of Authorized Signatory for the Proponent

\_\_\_\_\_  
Date

\_\_\_\_\_

REQUEST FOR PROPOSAL NO. PS20130100  
PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
SCHEDULE A - PRICING

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1.0 Schedule of Payment: CORE PROPOSAL - REQUIRED

- 1.1 Each box of the Schedule of Payment Matrix must contain a proposed value for the Core Proposal to be considered complete. The values in columns “C” and “D” are proposed values to be used for the purposes of determining monthly payments, while the values in columns “E” and “F” are calculated values to be used for the purpose of evaluating Proposals only. A positive (+) value indicates revenue to the City (i.e., payment by the successful Proponent to the City), a negative (-) value indicates a cost to the City (i.e., payment by the City to the successful Proponent).
- 1.2 Estimated quantities set forth in Part C, Schedule A-1 - Schedule of Approximate Quantities, are not guaranteed by the City. The successful Proponent shall accept any amount of the material at the applicable Contract rate.
- 1.3 Proposal prices must be in Canadian Dollars (CAD\$) and shall not include the Federal Goods and Services Tax nor the Provincial Sales Tax.
- 1.4 Proponents must propose values in the Core Proposal based on the definitions for ONP, MPP, and MCO as stated in Annex 1 - Schedule of Detailed Requirements - Section 1.0 Definitions.
- 1.5 Example of No. 8 Grade ONP “Official Board Markets Indicator - Pacific NW” value calculation, for January, 2013: = midpoint of range quoted is US\$ 87.50/short ton x 1.1023 short tons per tonne x 0.9921 C\$ per US\$ = C\$ 95.69/tonne.
- 1.6 Example of No. 6 Grade ONP “Official Board Markets Indicator - Pacific NW” value calculation, for January, 2013: = midpoint of range quoted is US\$ 72.50/short ton x 1.1023 short tons per tonne x 0.9921 C\$ per US\$ = C\$ 79.29/tonne.
- 1.7 Example of MPP “Official Board Markets Indicator - Pacific NW” value calculation, for January, 2013: = midpoint of range quoted is US\$ 72.50/short ton x 1.1023 short tons per tonne x 0.9921 C\$ per US\$ = C\$ 79.29/tonne.
- 1.8 Do not add to the scope of materials in the Core Proposal. Use the Alternate Proposal form, Section 3.0, for the purpose of submitting a Proposal that provides, among other things, for the processing and marketing of a broader scope of materials or a process that would involve delivery of Recyclable Materials directly to the successful Proponent’s processing facility.

REQUEST FOR PROPOSAL NO. PS20130100  
 PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
 SCHEDULE A - PRICING

2.0 SCHEDULE OF PAYMENT MATRIX: CORE PROPOSAL

THE PROPONENT SHALL ACCEPT ANY AMOUNT OF THE FOLLOWING CATEGORIES AT THE APPLICABLE CONTRACT RATE:

Category	"A" Estimated Tonnes Per Year, as set forth in Part C - Schedule A-1	Market Indicator	"B" Market Indicator Value for January, 2013 (C\$/Tonne)	"C" Fixed Market Indicator Adjustor Value (C\$/Tonne)	"D" Fixed Unit Value (C\$/Tonne)	"E" Calculated Unit Proposal Value for January, 2013 (Revenue to City)* "E" = "B" + "C" + "D" (C\$/Tonne)	"F" Calculated Annual Proposal Value ** "F" = "A" x "E" (C\$)
No. 8 Grade ONP	6,000	"Official Board Markets Indicator"	95.69		n/a		
No.6 Grade ONP	0	"Official Board Markets Indicator"	79.29		n/a		
MPP	15,000	"Official Board Markets Indicator"	79.29		n/a		
MCO	9,000	n/a	n/a	n/a			
Mixed Loads	1,000	n/a	n/a	n/a			
Total	31,000	n/a	n/a	n/a	n/a	n/a	

\*Positive value indicates revenue to the City, negative value indicates a cost to the City (payment to the Proponent).

\*\*Calculated Annual Total Core Proposal Value must be copied to Proposal Summary in Schedule B.

REQUEST FOR PROPOSAL NO. PS20130100  
PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
SCHEDULE A - PRICING

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3.0 Schedule of Payment: ALTERNATE PROPOSAL 1 - OPTIONAL

- 3.1 Each box of the Schedule of Payment Matrix must contain a proposed value for the alternate Proposal to be considered complete. The values in columns “C” and “D” are proposed values to be used for the purposes of determining monthly payments, while the values in columns “E” and “F” are calculated values to be used for the purpose of evaluating proposals only. A positive (+) value indicates revenue to the City (i.e., payment by the successful Proponent to the City), a negative (-) value indicates a cost to the City (i.e., payment by the City to the successful Proponent).
- 3.2 Estimated quantities set forth in Part C, Schedule A-1 - Schedule of Approximate Quantities, are not guaranteed by the City. The successful Proponent shall accept any amount of the material at the applicable Contract rate.
- 3.3 Proposal prices must be in Canadian Dollars (CAD\$) and shall not include the Federal Goods and Services Tax nor the Provincial Sales Tax.
- 3.4 Instead of using the definitions provided in Annex 1 - Definitions for No. 8 Grade ONP, No. 6 Grade ONP, MPP, MCO and Mixed Loads, the Proponent should state in Section 5.0 of this Schedule A which materials they would propose to include or delete from within the stated Recyclable Material types as defined for the purposes of the Alternate Proposal. The Proponent should include or exclude materials based on the list of acceptable materials to be collected under the upcoming Multi-Material British Columbia Packaging and Printed Paper Stewardship Plan, scheduled to begin by May 14, 2012. The most recent draft list of materials to be collected under the MMBC PPP plan is provided in Annex 15.
- 3.5 Example of No. 8 Grade ONP “Official Board Markets Indicator - Pacific NW” value calculation, for January, 2013: = midpoint of range quoted is US\$ 87.50/short ton x 1.1023 short tons per tonne x 0.9921 C\$ per US\$ = C\$ 95.69/tonne.
- 3.6 Example of No. 6 Grade ONP “Official Board Markets Indicator - Pacific NW” value calculation, for January, 2013: = midpoint of range quoted is US\$ 72.50/short ton x 1.1023 short tons per tonne x 0.9921 C\$ per US\$ = C\$ 79.29/tonne.
- 3.7 Example of MPP “Official Board Markets Indicator - Pacific NW” value calculation, for January, 2013: = midpoint of range quoted is US\$ 72.50/short ton x 1.1023 short tons per tonne x 0.9921 C\$ per US\$ = C\$ 79.29/tonne.

REQUEST FOR PROPOSAL NO. PS20130100  
 PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
 SCHEDULE A - PRICING

4.0 SCHEDULE OF PAYMENT MATRIX: ALTERNATE PROPOSAL 1 - OPTIONAL

THE PROPONENT SHALL ACCEPT ANY AMOUNT OF THE FOLLOWING CATEGORIES AT THE APPLICABLE CONTRACT RATE:

Category	"A" Estimated Tonnes Per Year, as set forth in Part C - Schedule A-1	Market Indicator	"B" Market Indicator Value for January, 2013 (C\$/Tonne)	"C" Fixed Market Indicator Adjustor Value (C\$/Tonne)	"D" Fixed Unit Value (C\$/Tonne)	"E" Calculated Unit Proposal Value for January, 2013* "E" = "B" + "C" + "D" (C\$/Tonne)	"F" Calculated Annual Proposal Value** "F" = "A" x "E" (C\$)
No. 8 Grade ONP	6,000	"Official Board Markets Indicator"	95.69		n/a		
No.6 Grade ONP	0	"Official Board Markets Indicator"	79.29		n/a		
MPP	15,000	"Official Board Markets Indicator"	79.29		n/a		
MCO	9,000	n/a	n/a	n/a			
Mixed Loads	1,000	n/a	n/a	n/a			
Total	31,000	n/a	n/a	n/a	n/a	n/a	

\*Positive value indicates revenue to the City, negative value indicates a cost to the City (payment to the Proponent).

\*\*Calculated Annual Total Core Proposal Value must be copied to Proposal Summary in Schedule B.



REQUEST FOR PROPOSAL NO. PS20130100  
PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
SCHEDULE A - PRICING

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5.0 Schedule of Payment: ALTERNATE PROPOSAL 1 - CONTINUED

Proponents may submit Alternate Proposals as set out herein that provides, among other things, for the processing and marketing of a broader scope of materials than the Core Proposal. Delete from, or add to in the spaces provided, the following core descriptions to give complete descriptions of the material categories to be processed and marketed in the Alternate Proposal. The descriptions must include an exhaustive list of acceptable items, Contaminants and their tolerable levels, and Prohibitive Materials and their tolerable levels, where different from the core descriptions. Refer to current definitions for No. 8 Grade ONP, No. 6 Grade ONP, MPP, MCO and Mixed Loads in Annex 1 - Definitions.

No. 8 grade ONP:

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No. 6 grade ONP:

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MPP:

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REQUEST FOR PROPOSAL NO. PS20130100  
PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
SCHEDULE A - PRICING

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Schedule of Payment: ALTERNATE PROPOSAL 1 - CONTINUED

MCO:

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REQUEST FOR PROPOSAL NO. PS20130100  
PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
SCHEDULE A - PRICING

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6.0 Schedule of Payment: ALTERNATE PROPOSAL 2 - OPTIONAL

- 6.1 Each box of the Schedule of Payment Matrix must contain a proposed value for the Core Proposal to be considered complete. The values in columns “C” and “D” are proposed values to be used for the purposes of determining monthly payments, while the values in columns “E” and “F” are calculated values to be used for the purpose of evaluating Proposals only. A positive (+) value indicates revenue to the City (i.e., payment by the successful Proponent to the City), a negative (-) value indicates a cost to the City (i.e., payment by the City to the successful Proponent).
- 6.2 Estimated quantities set forth in Part C, Schedule A-1 - Schedule of Approximate Quantities, are not guaranteed by the City. The successful Proponent shall accept any amount of the material at the applicable Contract rate.
- 6.3 Proposal prices must be in Canadian Dollars (CAD\$) and shall not include the Federal Goods and Services Tax nor the Provincial Sales Tax.
- 6.4 Proponents must propose values in the Alternate Proposal 2 based on the definitions for ONP, MPP, and MCO as stated in Annex 1 - Schedule of Detailed Requirements - Section 1.0 Definitions.
- 6.5 The values proposed by the Proponent in this Schedule of Payment Matrix must EXCLUDE the use of the Receiving Facility and instead, receive all materials directly at the Proponent’s processing and marketing facility.
- 6.6 Example of No. 8 Grade ONP “Official Board Markets Indicator - Pacific NW” value calculation, for January, 2013: = midpoint of range quoted is US\$ 87.50/short ton x 1.1023 short tons per tonne x 0.9921 C\$ per US\$ = C\$ 95.69/tonne.
- 6.7 Example of No. 6 Grade ONP “Official Board Markets Indicator - Pacific NW” value calculation, for January, 2013: = midpoint of range quoted is US\$ 72.50/short ton x 1.1023 short tons per tonne x 0.9921 C\$ per US\$ = C\$ 79.29/tonne.
- 6.8 Example of MPP “Official Board Markets Indicator - Pacific NW” value calculation, for January, 2013: = midpoint of range quoted is US\$ 72.50/short ton x 1.1023 short tons per tonne x 0.9921 C\$ per US\$ = C\$ 79.29/tonne.
- 6.9 Do not add to the scope of materials in the Core Proposal. Use the Alternate Proposal form, Section 3.0, for the purpose of submitting a Proposal that provides, among other things, for the processing and marketing of a broader scope of materials or a process that would involve delivery of Recyclable Materials directly to the successful Proponent’s processing facility.

REQUEST FOR PROPOSAL NO. PS20130100  
 PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
 SCHEDULE A - PRICING

7.0 SCHEDULE OF PAYMENT MATRIX: ALTERNATE PROPOSAL 2 - OPTIONAL

THE PROPONENT SHALL ACCEPT ANY AMOUNT OF THE FOLLOWING CATEGORIES AT THE APPLICABLE CONTRACT RATE:

Category	"A" Estimated Tonnes Per Year, as set forth in Part C - Schedule A-1	Market Indicator	"B" Market Indicator Value for January, 2013 (C\$/Tonne)	"C" Fixed Market Indicator Adjustor Value (C\$/Tonne)	"D" Fixed Unit Value (C\$/Tonne)	"E" Calculated Unit Proposal Value for January, 2013* "E" = "B" + "C" + "D" (C\$/Tonne)	"F" Calculated Annual Proposal Value** "F" = "A" x "E" (C\$)
No. 8 Grade ONP	6,000	"Official Board Markets Indicator"	95.69		n/a		
No.6 Grade ONP	0	"Official Board Markets Indicator"	79.29		n/a		
MPP	15,000	"Official Board Markets Indicator"	79.29		n/a		
MCO	9,000	n/a	n/a	n/a			
Mixed Loads	1,000	n/a	n/a	n/a			
Total	31,000	n/a	n/a	n/a	n/a	n/a	

\*Positive value indicates revenue to the City, negative value indicates a cost to the City (payment to the Proponent).

\*\*Calculated Annual Total Core Proposal Value must be copied to Proposal Summary in Schedule B.

REQUEST FOR PROPOSAL NO. PS20130100  
PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
SCHEDULE A - PRICING

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8.0 Schedule of Payment: ALTERNATE PROPOSAL 3 - OPTIONAL

- 8.1 Each box of the Schedule of Payment Matrix must contain a proposed value for the alternate Proposal to be considered complete. The values in columns “C” and “D” are proposed values to be used for the purposes of determining monthly payments, while the values in columns “E” and “F” are calculated values to be used for the purpose of evaluating proposals only. A positive (+) value indicates revenue to the City (i.e., payment by the successful Proponent to the City), a negative (-) value indicates a cost to the City (i.e., payment by the City to the successful Proponent).
- 8.2 Estimated quantities set forth in Part C, Schedule A-1 - Schedule of Approximate Quantities, are not guaranteed by the City. The successful Proponent shall accept any amount of the material at the applicable Contract rate.
- 8.3 Proposal prices must be in Canadian Dollars (CAD\$) and shall not include the Federal Goods and Services Tax nor the Provincial Sales Tax.
- 8.4 Instead of using the definitions provided in Annex 1 - Definitions for No. 8 Grade ONP, No. 6 Grade ONP, MPP, MCO and Mixed Loads, the Proponent should state in Section 5.0 of this Schedule A which materials they would propose to include or delete from within the stated Recyclable Material types as defined for the purposes of the Alternate Proposal. The Proponent should include or exclude materials based on the list of acceptable materials to be collected under the upcoming Multi-Material British Columbia Packaging and Printed Paper Stewardship Plan, scheduled to begin by May 14, 2012. The most recent draft list of materials to be collected under the MMBC PPP plan is provided in Annex 15.
- 8.5 The values proposed by the Proponent in this Schedule of Payment Matrix must EXCLUDE the use of the Receiving Facility and instead, receive all materials directly at the Proponent’s processing and marketing facility.
- 8.6 Example of No. 8 Grade ONP “Official Board Markets Indicator - Pacific NW” value calculation, for January, 2013: = midpoint of range quoted is US\$ 87.50/short ton x 1.1023 short tons per tonne x 0.9921 C\$ per US\$ = C\$ 95.69/tonne.
- 8.7 Example of No. 6 Grade ONP “Official Board Markets Indicator - Pacific NW” value calculation, for January, 2013: = midpoint of range quoted is US\$ 72.50/short ton x 1.1023 short tons per tonne x 0.9921 C\$ per US\$ = C\$ 79.29/tonne.
- 8.8 Example of MPP “Official Board Markets Indicator - Pacific NW” value calculation, for January, 2013: = midpoint of range quoted is US\$ 72.50/short ton x 1.1023 short tons per tonne x 0.9921 C\$ per US\$ = C\$ 79.29/tonne.

REQUEST FOR PROPOSAL NO. PS20130100  
 PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
 SCHEDULE A - PRICING

9.0 SCHEDULE OF PAYMENT MATRIX: ALTERNATE PROPOSAL 3

THE PROPONENT SHALL ACCEPT ANY AMOUNT OF THE FOLLOWING CATEGORIES AT THE APPLICABLE CONTRACT RATE:

Category	"A" Estimated Tonnes Per Year, as set forth in Part C - Schedule A-1	Market Indicator	"B" Market Indicator Value for January, 2013 (C\$/Tonne)	"C" Fixed Market Indicator Adjustor Value (C\$/Tonne)	"D" Fixed Unit Value (C\$/Tonne)	"E" Calculated Unit Proposal Value for January, 2013* "E" = "B" + "C" + "D" (C\$/Tonne)	"F" Calculated Annual Proposal Value** "F" = "A" x "E" (C\$)
No. 8 Grade ONP	6,000	"Official Board Markets Indicator"	95.69		n/a		
No.6 Grade ONP	0	"Official Board Markets Indicator"	79.29		n/a		
MPP	15,000	"Official Board Markets Indicator"	79.29		n/a		
MCO	9,000	n/a	n/a	n/a			
Mixed Loads	1,000	n/a	n/a	n/a			
Total	31,000	n/a	n/a	n/a	n/a	n/a	

\*Positive value indicates revenue to the City, negative value indicates a cost to the City (payment to the Proponent).

\*\*Calculated Annual Total Core Proposal Value must be copied to Proposal Summary in Schedule B.

REQUEST FOR PROPOSAL NO. PS20130100  
PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
SCHEDULE A - PRICING

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10.0 Schedule of Payment: ALTERNATE PROPOSAL 3 - CONTINUED

Proponents may submit Alternate Proposals as set out herein that provides, among other things, for the processing and marketing of a broader scope of materials than the Core Proposal. Delete from, or add to in the spaces provided, the following core descriptions to give complete descriptions of the material categories to be processed and marketed in the Alternate Proposal. The descriptions must include an exhaustive list of acceptable items, Contaminants and their tolerable levels, and Prohibitive Materials and their tolerable levels, where different from the core descriptions. Refer to current definitions for No. 8 Grade ONP, No. 6 Grade ONP, MPP, MCO and Mixed Loads in Annex 1 - Definitions.

No. 8 grade ONP:

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No. 6 grade ONP:

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MPP:

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REQUEST FOR PROPOSAL NO. PS20130100  
PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
SCHEDULE A - PRICING

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Schedule of Payment: ALTERNATE PROPOSAL 3 - CONTINUED

MCO:

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REQUEST FOR PROPOSAL NO. PS20130100  
 PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
 SCHEDULE A-1 - SCHEDULE OF APPROXIMATE QUANTITIES

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SCHEDULE "A-1"

SCHEDULE OF APPROXIMATE QUANTITIES

The quantities contained in the following table will be used to calculate the upper and lower annual total Proposal values for the purpose of Proposal 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 and/or Recyclable Material Categories during the term of the Contract. These quantities are provided solely for the purpose of evaluating Proposals. The Proponent is referred to Part B Section 1.4, 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 Proponent's own satisfaction.

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

Category	Approximate Quantities City Collected Recyclables		Approximate Quantities Contractor Collected Recyclables	
	Tonnes per Year ("TPY")	% of TPY	TPY	% of TPY
No. 8 Grade ONP	4,300	18.5%	1,700	21.9%
No. 6 Grade ONP	0	0.0%	0	0.0%
MPP	11,400	49.0%	3,600	46.5%
MCO	6,700	28.8%	2,300	29.7%
Mixed Loads	850	3.7%	150	1.9%
<b>TOTAL</b>	<b>23,250</b>	<b>100.0%</b>	<b>7,750</b>	<b>100.0%</b>

REQUEST FOR PROPOSAL NO. PS20130100  
PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
SCHEDULE B - PROPOSAL SUMMARY

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SCHEDULE "B"

PROPOSAL SUMMARY

The following proposed amounts are carried over from the bottom row of column "F" in the Schedule of Payment Matrices in Sections 2.0 and 4.0 of Schedule A:

Bid No.	Proposal Type	Description	Proposed Amount
1	Core	Calculated Annual Total Proposal Value (from Section 2.0 Schedule of Payment Matrix: Core Proposal)	\$
2	Alternate 1	Calculated Annual Total Proposal Value (from Section 4.0 Schedule of Payment Matrix: Alternate Proposal 1)	\$
3	Alternate 2	Calculated Annual Total Proposal Value (from Section 7.0 Schedule of Payment Matrix: Alternate Proposal 2)	\$
4	Alternate 3	Calculated Annual Total Proposal Value (from Section 9.0 Schedule of Payment Matrix: Alternate Proposal 3)	\$

If you are not submitting an ALTERNATE PROPOSAL(S), please enter N/A in the above spaces under "Proposed Amount".

If you are submitting more than THREE (3) ALTERNATE PROPOSALS, please continue the above table in the remaining space on this page.

REQUEST FOR PROPOSAL NO. PS20130100  
PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
SCHEDULE C - CERTIFICATE OF EXISTING INSURANCE

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INSERT CERTIFICATE OF EXISTING INSURANCE

REQUEST FOR PROPOSAL NO. PS20130100  
PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
SCHEDULE D - LIST OF SUBCONTRACTORS

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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

REQUEST FOR PROPOSAL NO. PS20130100  
PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
SCHEDULE E - UNDERTAKING OF INSURANCE

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SCHEDULE "E"

UNDERTAKING OF INSURER

(To be submitted with the Proposal)

To: City of Vancouver

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RE: Processing and Marketing of Residential Recyclable Materials RFP PS20130100

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 successful Proponent in the amount of \$5,000,000 Commercial General Liability Insurance as outlined in the RFP 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 successful Proponent and the City of Vancouver during the supply of the Product and performance of the Work specified in the Request for Proposal Documents and specifically that the insurance required by such Proposal Documents shall be consistent with the requirements therein,
  
- (2) Insure the successful Proponent for the full replacement cost value of the unlicensed mobile equipment owned or leased by the successful Proponent for use with this Project with successful Proponent's Equipment Insurance as outlined in the RFP Documents and agree to:
  - A. name the City of Vancouver as an insured;
  - B. name the City of Vancouver as a loss payee stating that proceeds will be payable to the successful Proponent and City as their interests may appear;
  - C. provide 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
  - E. state that the coverage provided by such insurance shall protect the successful Proponent and the City of Vancouver during the performance of the Work specified in

REQUEST FOR PROPOSAL NO. PS20130100  
PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
SCHEDULE E - UNDERTAKING OF INSURANCE

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the RFP Documents and specifically that the insurance required by such RFP Documents shall be consistent with the requirements therein,

- (3) insure the successful Proponent 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 successful Proponent or its sub-contractors in connection with supply of the Product and performance of the Work specified in the RFP Documents and specifically that the insurance required by such RFP Documents shall be consistent with the requirements therein:

If the Contract is awarded to: \_\_\_\_\_

EXCEPTIONS: \_\_\_\_\_

Dated at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2013

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

*The "Certificate of Existing Insurance" in Schedule C should be completed and signed and enclosed with this Schedule E 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 PROPONENT HAS MORE THAN ONE INSURER OR BROKER FOR ITS POLICIES.***

REQUEST FOR PROPOSAL NO. PS20130100  
PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
SCHEDULE F - CONSENT OF SURETY

---

SCHEDULE F  
CONSENT OF SURETY

PROJECT:     PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS

Should it be required, we the undersigned Surety Company do hereby undertake to become bound as sureties in an approved Contract Performance Bond in the amount of \$250,000.00 for the fulfillment of the contract and for the performance of the Work as described herein, which may be awarded to \_\_\_\_\_, which Performance Bond we understand is to conform to the applicable CCDC forms and be filed with the Owner within 10 Working Days of receipt of Notice of Award of the Contract, unless otherwise directed by the Owner.

We hereby further declare that the undersigned Surety Company is legally entitled to do business in the Province of British Columbia and that it has a net worth over and above its present liabilities and the amounts herein set forth.

The Common Seal of \_\_\_\_\_  
was hereto affixed in the presence of:

\_\_\_\_\_

---

SUPPLY AGREEMENT  
BETWEEN  
*[SUPPLIER NAME]*  
AND  
THE CITY OF VANCOUVER

RELATING TO PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS

DATED  
*[•]*

---



REQUEST FOR PROPOSAL NO. PS20130100  
PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
PART D - FORM OF AGREEMENT - SAMPLE

---

SUPPLY AGREEMENT

THIS AGREEMENT is made as of [•]

BETWEEN:

*[Supplier Name]*, a *[corporation]* organized under the laws of [•] and having an office at [•] (hereinafter referred to as the “Supplier”)

AND

The City of Vancouver, a municipal corporation continued under the *Vancouver Charter* (British Columbia) and having an office at 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4 (hereinafter referred to as the “City”).

WHEREAS the Supplier is in the business of *the processing and marketing of residential recyclable materials*,

AND WHEREAS the City wishes to procure *services for the processing and marketing of residential recyclable materials* from the Supplier upon and subject to the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the premises and the covenants herein contained, the parties hereto agree as set forth herein.

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ARTICLE 1

INTERPRETATION

1.01 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

“Agreement” means this agreement, including the schedules hereto, and all amendments made hereto or thereto by written agreement between the Supplier and the City;

“Background IP” has the meaning ascribed thereto in Section 0;

“Business Day” means any day on which banks are open for business in Vancouver, British Columbia, except a Saturday, Sunday or statutory holiday;

“Change in Control” means an occurrence whereby a person (or persons acting in concert) acquires control of the relevant entity;

“City Policies” means any or all (as the context requires) of those procedures, standards and/or standard specifications, requirements, policies and the like listed in 0 or notified to the Supplier from time to time, as the same may be updated, modified, expanded, revised, supplemented and/or replaced from time to time by the City (as notified to the Supplier);

“City’s Manager” has the meaning ascribed to such term in Section 0;

“Competent Authority” means (i) any multinational, federal, provincial, state, regional, municipal, local or other government or governmental body and any ministry, department, division, bureau, agent, agency, commission, board or authority of any government or governmental body, domestic or foreign, (ii) any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel, arbitrator or arbitral body acting under the authority of any of the foregoing or (iii) any quasi-governmental or private body exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing;

“Confidential Information” means all or any confidential information (however recorded or preserved) disclosed before, on or after the date of this Agreement by either Party or any of its Representatives to the Party or its Representatives in connection with this Agreement, concerning:

- (a) this Agreement; or
- (b) the affairs, operations, processes, know-how, suppliers, plans or intentions of the disclosing Party or of any member of the disclosing Party’s Group, including, without limitation, any information which is not generally known to the public or which has been specifically identified as confidential or proprietary by the disclosing Party,

but does not include:

- (c) any information that is or becomes generally available to the public or to industry professionals (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this Agreement);
- (d) any information that was available to the receiving Party on a non-confidential basis prior to disclosure by the disclosing Party;

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- (e) any information that was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement or other duty of confidentiality with or to the disclosing Party or a member of the disclosing Party's Group or otherwise prohibited from disclosing the information to the receiving Party;
- (f) any information that was known to the receiving Party before the information was disclosed to it by the disclosing Party or its Representatives and was not subject to a confidentiality agreement or other duty of confidentiality (including any obligation under this Agreement) with or to the disclosing Party or a member of the disclosing Party's Group;
- (g) any information that the Parties agree in writing is not confidential or may be disclosed; and
- (h) any information unrelated to this Agreement that is developed by or for the receiving Party independently of and without reference to the information disclosed by the disclosing Party;

"Consent" means an approval, clearance, registration, franchise, right, privilege, certification, quota, consent, permit, licence, qualification, filing, exemption, certificate or permission and any such other matter or authorization whatsoever, including any condition thereof, that is lawfully and necessarily required under any Law or from any Competent Authority in connection with the Supply or the Site;

"Contract Price" means the amounts payable (subject to and in accordance with the terms of this Agreement) by the City to the Supplier in return for the proper performance by the Supplier of its obligations under this Agreement, as detailed in 0;

"Defect" means any part of the Supply (or omission therefrom) which is defective, deficient or incomplete or does not otherwise comply with the requirements of this Agreement;

"Documentation" means calculations, computer programs and other software, drawings, designs, plans, manuals, records, reports, documents, papers, photos, typographical arrangements, models, contract documents, deliverables, agreements, Proposal/enquiry documents, and all other materials in whatever form, including but not limited to tangible copies and electronic forms, supplied either by or on behalf of the Supplier or generated collaboratively by the Parties in the course of the provision of the Supply under this Agreement;

"Effective Date" has the meaning ascribed to such term in Section 0;

"Encumbrance" means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien or claim of lien (statutory or otherwise), easement, deemed or statutory trust, restrictive covenant, adverse claim, exception, reservation, right of occupation, any matter capable of registration against title, right of pre-emption, privilege or other encumbrance or third party right of any nature or any other arrangement or condition that, in substance, secures payment or performance of an obligation;

"Environmental Law" means any Law which imposes any obligations relating to:

- (a) the protection, management, conservation or restoration of the natural environment;
- (b) reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any presence or Release, or the threat of the same, of Hazardous Substances; and

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- (c) the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling and the like of Hazardous Substances, including those pertaining to occupational health and safety.

“Force Majeure” means, exhaustively, any:

- (a) war, hostilities (whether war is declared or not), invasion, act of foreign enemies;
- (b) rebellion, terrorism (or threat of terrorism), revolution, insurrection, military or usurped power or civil war;
- (c) riot, civil commotion or disorder, strike or lockout by persons other than the Supplier’s personnel and other employees, Subcontractors or any other person for whom the Supplier is responsible;
- (d) natural catastrophe such as an earthquake, forest fire, landslide or flood; or
- (e) change in Law or action by a Competent Authority, which makes it illegal or impossible for either Party to perform its obligations under this Agreement;

“Good Industry Practice” means, in relation to the Supply or the performance of any other obligation under this Agreement, the practices, and the application of the skill, care, diligence, prudence and foresight, which would reasonably and ordinarily be expected from a skilled and experienced international contractor carrying out or procuring equivalent services of similar type, scope and value, in the same or similar location and in similar circumstances to those pertaining to the Supplier;

“Group” means:

- (a) in respect of the Supplier, the group constituted from time to time by:
  - the Supplier;
  - all persons that directly or indirectly control or are controlled by the Supplier; and
  - all persons that are directly or indirectly controlled by any person that directly or indirectly controls the Supplier; and
- (b) in respect of the City, the group constituted from time to time by:
  - the City; and
  - all bodies corporate directly or indirectly controlled by the City.

“Hazardous Substance” means any substance or material that is prohibited, controlled or regulated by any Competent Authority pursuant to any Environmental Law including pollutants, contaminants, dangerous goods or substances, toxic or hazardous substances or materials, wastes (including solid non-hazardous wastes and subject wastes), petroleum and its derivatives and by-products and other hydrocarbons, all as defined in or pursuant to any Environmental Law;

“Intellectual Property Rights” means any and all current and future any and all proprietary rights provided under patent law, copyright law, design patent or industrial design law, or any other applicable statutory provision or common law principle, including trade secret law, that may provide a right in ideas, formulae, algorithms, concepts, inventions, know-how, computer software, database or design, or the expression or use thereof, whether registered or unregistered, together with any right to apply for or register any of the foregoing;

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“Key Project Personnel” means the persons named in 0 (Key Project Personnel) and any replacement(s) approved by the City in accordance with 0;

“Laws” means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings, determinations or awards of any Competent Authority whether or not having the force of law and any legal requirements or bases of liability under the common law or civil law, including all such Laws relating to Taxes, the environment, human health or safety, pollution and other environmental degradation, and hazardous materials, which affect or are otherwise applicable to the Supply, the Supplier, the Site or any other lands affected by the Supply;

“OHS Requirements” means all Law applicable to the Supply and related to occupational health or safety, and all of the City Policies that relate to occupational health or safety, and includes without limitation the WCA;

“Parties” means the City and the Supplier and “Party” means one of them or either of them, as the context requires;

“Permitted Purpose” has the meaning ascribed thereto in Section 0;

“Preferred Supplier” means a person named in 0;

“Proposal” means the Supplier’s proposal dated [●], submitted by the Supplier to the City in response to the RFP;

“Release” means any release or discharge of any Hazardous Substance including any discharge, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leach, migration, dispersal, dispensing or disposal;

“Representative” means a Group member of a Party, or an official, officer, employee, agent, subcontractor or other representative of a Party or any member of its Group, or any other person for whom the Party is responsible;

“RFP” means the City’s Request for Proposal number PS20130100;

“Safety Incident” means:

- (a) a failure by the Supplier or any Subcontractor to comply with any OHS Requirements;  
or
- (b) any hazard, incident or accident caused by the Supplier or a Subcontractor.

“Sales Tax” has the meaning ascribed to such term in Section 0;

“Supplier’s Manager” has the meaning ascribed to such term in Section 1.01(1)(a);

“Site” means the City-owned receiving facility located at 1198 East Kent Avenue South, Vancouver, BC.

“Subcontractor” means any person named in a schedule to this Agreement as a subcontractor, or any other person appointed by the Supplier, in accordance with this Agreement, to perform any part of the Supply;



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“Supply” means the goods, services and works described in 0, which are, at the times and in the quantities directed by the City, to be provided to the City by the Supplier in accordance herewith, and any other services to be provided by the Supplier pursuant to this Agreement;

“Taxes” means all taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Competent Authority, including:

- (a) any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, harmonized sales, value added, severance, stamp, franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal property, ad valorem, transfer, licence, import, customs, profits, windfall profits, environmental, carbon, emissions, pollution, payroll, employment, employer health, pension plan, anti-dumping, countervailing, or excise tax, duty, import, levy, assessment, tariff or other charge;
- (b) all withholdings on amounts paid to or by the relevant person;
- (c) all statutory remittances, employment insurance premiums and social security or pension plan contributions or premiums and Canada pension plan contributions;
- (d) any fine, penalty, interest or addition to tax;
- (e) any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency or fee; and
- (f) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law;

“Time(s) for Completion” means the time(s) stated in 0 by which the Supply or any part thereof must be completed, as such time(s) may be adjusted, strictly in accordance with this Agreement;

“Variation” has the meaning ascribed to such term in Section 1.01(1)(a); and

“WCA” means the *Workers Compensation Act* (British Columbia), and the regulations thereunder.

#### 1.02 Headings

This division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms “hereof”, “hereunder” and similar expressions refer to this Agreement, including its schedules, and not to any particular article, section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to articles, sections and schedules are to articles, sections and schedules of this Agreement.

#### 1.03 Extended Meanings

In this Agreement:

words importing the singular include the plural and vice versa, words importing a gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations, except where the context requires otherwise;

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any provision calling for “agreement” requires the relevant agreement to be recorded in writing and signed by both Parties;

the words “include”, “includes”, “including” and “included” shall be construed without implying limitation by the words which follow those words and without prejudice to the generality of the provisions to which such words relate, unless inconsistent with the context, and the rule of interpretation known as *ejusdem generis* shall not apply;

each reference to a specific statute, regulation, law or any subordinate instrument or statutory or regulatory provision shall be construed as including any legal or regulatory provision which subsequently amends or replaces the same, and shall include any and all subordinate instruments, orders, rules, regulations and bylaws made thereunder or guidelines issued in respect thereof;

each reference to a writing means a writing that is hand-written, type-written, printed or electronically made, and which results in a permanent un-editable record; and

“control” when used to describe a relationship between one person and any other person, has the following meanings:

a person controls a body corporate if securities of the body corporate to which are attached more than 50% of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;

a person controls an unincorporated entity, other than a limited partnership, if more than 50% of the ownership interests, however designated, into which the entity is divided are beneficially owned by that Person and the Person is able to direct the business and affairs of the entity;

the general partner of a limited partnership controls the limited partnership; and

a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity.

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1.04 Schedules

The following are the schedules hereto, each of which is deemed to be part hereof:

- 0 - SCOPE OF GOODS AND SERVICES
- 0 - PRICES FOR SUPPLY
- 0 - ITEMS TO BE PROVIDED BY THE CITY
- 0 - SPECIFIC DELIVERABLES
- 0 - TIME SCHEDULE FOR SUPPLY
- 0 - PREFERRED SUPPLIERS
- 0 - PROJECT BUDGET
- 0 - CITY POLICIES
- 0 - KEY PROJECT PERSONNEL
- 0 - SITE

ARTICLE 2

EFFECTIVENESS

2.01 Effective Date

This Agreement shall come into full force and effect on the date hereof (the "Effective Date").

2.02 Term

Unless earlier terminated pursuant to 0, this Agreement shall terminate on the first anniversary of the Effective Date, or on such later date as the Parties may agree in writing.

ARTICLE 3

SUPPLY; GENERAL TERMS

3.01 Supply

During the term of effectiveness of this Agreement, the Supplier shall provide the Supply to the City, at the times and in the quantities directed by the City, and otherwise in accordance with the directions of the City and in conformity with this Agreement.

The Supplier shall maintain at all times sufficient business capacity and inventories of the supplies necessary for the provision of the Supply, to meet the business plans and requirements of the City.

3.02 Application to Prior Acts

Insofar as the Supplier has commenced any part of the Supply prior to the Effective Date, such services shall, as of the Effective Date, be deemed to be performed under and subject to the terms of this Agreement, unless otherwise expressly agreed between the Supplier and the City.

3.03 Sufficiency and Competence of Personnel

The Supplier shall have and maintain at all times and in accordance with all applicable Laws, sufficient numbers of fit, skilled, qualified and experienced personnel to carry out the provision of the Supply within the times and in the manner required by the City.

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The Supplier warrants that it has (and its Subcontractors, if any, have) the experience, competence, certifications, qualifications and capacity necessary for the Supply.

Insofar as the Supply involves the Supplier in performing design work, such design work shall be carried out by qualified designers who are engineers or other professionals who comply with the criteria stated in 0 (Scope of Goods and Services) or, where not so stated, in accordance with Good Industry Practice.

3.04 Design Review - Omitted.

3.05 Standards and Requirements

The Supplier shall (and shall procure that its Subcontractors) provide the Supply and perform all other obligations under this Agreement in an expeditious manner and at all times in accordance with:

- a) all applicable Laws and Consents;
- b) the specific requirements of 0 (Scope of Goods and Services), 0 (Specific Deliverables), 0 (Time Schedule for Supply), 0 (Project Budget) and the instructions of the City;
- c) the City Policies; and
- d) where no higher standard is expressly required of the Supplier under this Agreement, Good Industry Practice,

and the Supplier shall comply with the standards and requirements in subsections a) to d) above in the order of priority in which such standards or requirements are listed (with subsection a) being of highest priority).

3.06 Consents

The Supplier shall, at the Supplier's sole expense, obtain, maintain and comply with all Consents required by Law to enable it to perform its obligations under this Agreement, except to the extent otherwise expressly stated in the schedules hereto.

3.07 Warranties

- (a) The Supplier warrants that the Supply shall be performed in accordance with this Agreement and to the best practice standards of diligence, skill, care and efficiency expected of a competent contractor performing work of a similar nature to the Supply;
- (b) All goods and materials delivered as part of the Supply shall be covered by the Supplier's or the relevant manufacturers' ordinary warranties (in each case, for a minimum of one year) against defects in materials, workmanship and performance.
- (c) All costs associated with warranty repairs shall be the responsibility of the Supplier, including repair, adjustment, and shipping costs, and replacements of goods or materials.
- (d) If requested by the City, the Supplier shall handle and manage any claims on manufacturer warranties for defects in goods or materials provided as part of the Supply and resolve all matters either by repairing or replacing goods or materials at the City's sole discretion.

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- (e) The Supplier shall deliver or assign all documentation and offer all required assistance to the City to ensure that the City receives the benefit of any product warranties provided by the suppliers of any goods or materials included in the Supply.

**3.08 Relationship Between the Parties**

- (a) The Supplier in its provision of the Supply and its performance of its obligations under this Agreement shall at all times act as an independent contractor on its own account and shall have no authority to act as the City's agent unless expressly empowered to do so by the City. This Agreement shall not be deemed to create any relationship of partnership, agency, joint enterprise or other like relationship between the Parties, and the Supplier shall be solely responsible for all employment-related obligations in connection with its employees, its other Representatives and its Subcontractors and their employees.
- (b) The City is not bound to treat the Supplier as its exclusive supplier of any goods or services.

**3.09 Variations Requested by the City**

- (a) Any instruction given by the City which constitutes or gives rise to a change to the scope of the Supply expressed in 0 (Scope of Goods and Services) or to the items expressed in 0 (Specific Deliverables), shall constitute a "Variation" and shall be governed by and subject to this Section 3.09.
- (b) During the term of this Agreement, the City may at any time effect a Variation by notice in writing to the Supplier, and the Supplier shall not be entitled to refuse to implement any Variation unless the carrying out of such Variation would contravene any Law (in which case the Supplier shall promptly give notice to the City).
- (c) If the Supplier is of the opinion that a Variation justifies an increase to the Contract Price or a change to the Time(s) for Completion, the Supplier shall submit a claim to the City which sets out the Supplier's assessment of the impact the Variation should have on the Contract Price and the Time(s) for Completion, and thereafter:
  - i) the City shall consider that claim as soon as possible and may request the Supplier to supply such further evidence as is reasonably required to confirm the details of such claim (and, as soon as practicable after such further evidence is available to it, the Supplier shall provide it to the City); and
  - ii) within 10 Business Days after the receipt of all the information requested by the City, the Supplier and the City shall meet in order to agree any variations to the Contract Price or the Time(s) for Completion, and corresponding changes to 0 (Project Budget), as necessary, which such agreement must be evidenced in writing.
- (d) If no agreement is reached under ii) within 20 Business Days of the Parties' first meeting (or such other period as the Parties may agree), the Parties may then refer the matter for arbitration in accordance with 0.
- (e) Notwithstanding the foregoing, the City shall be entitled to replace, revise, expand or modify the City Policies at any time upon notice to the Supplier, and no such change shall be considered to be a Variation.

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3.10 Tests; Defects and Acceptance

- (a) The Supplier shall remedy at its own cost and risk Defects in the Supply that the Supplier discovers or that are notified by the City, as soon as reasonably practicable following discovery or notification of such Defects, as the case may be.
- (b) If the Supplier fails to remedy any Defect in the Supply within a reasonable time, a date may be fixed by the City on or by which the Defect is to be remedied. The Supplier shall be given reasonable notice of this date.
- (c) If the Supplier fails, without reasonable excuse, to remedy any Defect in the Supply by this notified date, the City may (at its option) elect to carry out the work itself or by others and shall be entitled to recover from the Supplier all direct, proper and reasonable costs of so doing (as a debt due on demand). The City's exercise of its election under this Section 3.10(c) shall in no event absolve the Supplier of its responsibility for remediation of other Defects or otherwise constitute a waiver by the City of its rights and remedies in relation to other Defects, nor shall it preclude or restrict the further exercise of such rights or remedies.

3.11 Title and Risk

- (a) The Supplier warrants that title in each good, work or improvement supplied by the Supplier hereunder, when it passes to the City hereunder, shall be free and clear of Encumbrances.
- (b) Title to any good, work or improvement supplied by the Supplier hereunder shall pass to the City upon the earlier of:
  - (i) payment therefor by the City;
  - (ii) its fixture to any part of the Site; and
  - (iii) in the case of a good or material, its incorporation into a work supplied by the Supplier.
- (c) The Supplier shall deliver to the City any documentation, including a bill of sale, which the City may reasonably require to evidence the transfer of title in and to goods to the City, free and clear of all Encumbrances.
- (d) The Supplier must not enter any contract that reserves ownership of goods or materials supplied by the Supplier hereunder in favour of any third party and, at the request of the City, the Supplier must provide evidence that no such contract has been entered into.
- (e) Notwithstanding the foregoing provisions of this Section 3.11, the Supplier is responsible for the care of, and bears all of the risk of loss or damage to, each good, work or improvements supplied hereunder and each material used in connection with the Supply, until the completion of the Supply to the satisfaction of the City.

ARTICLE 4

PREFERRED SUPPLIERS

Intentionally Omitted

ARTICLE 5

CONTRACT MANAGERS

5.01 City's Managers

- (a) [●] and [●] (each a "City's Manager") each have full authority to act on behalf of the City in relation to all matters arising under this Agreement.
- (b) Any instruction from the City to the Supplier pursuant to this Agreement shall be issued through an executive officer of the City or through a City's Manager and shall only be effective if in writing or confirmed in writing within seven days of oral instruction. Failure to comply with this Section 5.01 shall render any purported City's instruction invalid. However, this restriction does not apply to any instruction issued in an emergency situation or which relates to a threat or potential threat to the life, health or safety of any individual.
- (c) Notwithstanding the foregoing, each City's Manager may, in writing, delegate his or her authority hereunder to others, upon the written agreement of the Supplier.

5.02 Supplier's Managers

- (a) [●] and [●] (each a "Supplier's Manager") each have full authority to act on behalf of the Supplier in relation to all matters arising under this Agreement, and any instruction given by the City (through an executive officer or City's Manager) to either of them shall be deemed to be valid and effective, if given as stated in Section 5.01(b).
- (b) Each Supplier's manager may, in writing, delegate his or her authority hereunder to others, upon the written agreement of the City.

5.03 Designation of New Managers

- (a) The City may designate new City's Managers, or remove that designation from any individual, and the Supplier may designate new Supplier's Managers, or remove that designation from any individual, from time to time, each at its own discretion, through written notice to the other Party.

ARTICLE 6

SUPPLIERS' WARRANTIES AND COVENANTS

6.01 General Representations and Warranties

The Supplier represents and warrants that:

- (a) the Supplier has the full right, power, and authority to enter into this Agreement and to perform the Supply;
- (b) the Supplier is a [●] duly organized, validly existing and in good standing under the laws of [●] and is lawfully authorized to do business in the Province of British Columbia;

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- (c) the Supplier is not a party to or bound by any agreement (written or oral), indenture, instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement does or shall constitute or result in a violation or breach;
- (d) the Supplier has a valid City of Vancouver business license;
- (e) all statements made by the Supplier in its Proposal are true and accurate;
- (f) the Supplier is fully experienced in the design and management of projects or works of a similar scope, purpose, complexity, size and technical sophistication as the Supply;
- (g) the Supplier possesses a level of skill and expertise commensurate with Good Industry Practice, which it shall utilize in the performance of its obligations under this Agreement;
- (h) the Supplier understands that the City is relying upon the skill, judgment and expertise of the Supplier and its Subcontractors (if any) in the carrying out of the Supply and the co-ordination and planning thereof;
- (i) the Supplier's and any Subcontractors' employees are accredited to carry out the relevant portions of the Supply to the extent required by applicable Laws and all of them are appropriately skilled, competent and experienced and possess relevant qualifications having regard to the nature and extent of the Supply and the Site;

**6.02 General Health and Safety-Related Acknowledgements and Covenants**

The Supplier shall:

- (a) in the provision of the Supply, comply at all times with the OHS Requirements and take all reasonably necessary steps to ensure similar compliance from its Representatives and its Subcontractors, if any;
- (b) if the Supply involves any type of manual labour, prior to their attendance at the Site, deliver to each of its Representatives and each of its Subcontractors, if any, and to their employees, if applicable, copies of the OHS Requirements relevant to the Site;
- (c) at all times take all reasonable precautions to maintain the health and safety of workers;
- (d) be at all times registered and in good standing with the relevant workers' compensation insurance Competent Authorities, and provide to the City copies of any notices, correspondence or directions issued by any government or Competent Authority relating to workplace-related employment, human rights, labour, immigration policy, health, safety or environmental matters within 24 hours of the Supplier's receipt of such notice, correspondence or direction;
- (e) appoint a qualified health and safety coordinator to ensure coordination of health and safety activities in the provision of the Supply;
- (f) report any accident, injury, illness or other incident relating to workplace health and safety or the environment to the City as soon as reasonably practicable, and provide the City with such assistance as is reasonably necessary (including providing access to relevant documents and to the Supplier's and Subcontractors' employees) in investigating such incident;



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- (g) send to the City details of any workplace accident, injury or illness as soon as practicable after its occurrence, and maintain such records and make such reports concerning health, safety and welfare of persons, and damage to property, or the natural, physical or biological environment, as the City may reasonably require; and
- (h) To the extent a “prime contractor”, as defined in the WCA, is not already designated by the City for any portion of the Site, the Supplier acknowledges and agrees that it is the prime contractor and assumes and is wholly responsible for the health and safety of all persons at such locations on the basis described in the WCA.

**6.03 Covenants Regarding Violations of Health and Safety Requirements**

Without prejudice to any remedies available to the City hereunder, if any Subcontractor or person employed or engaged by the Supplier (or by a Subcontractor) violates any OHS Requirement, the Supplier shall:

- (a) ensure that the violation is promptly resolved;
- (b) ensure the violation is promptly and appropriately reported to the City first and subsequently to the applicable Competent Authorities;
- (c) promptly take all reasonable, commercial steps necessary to avoid recurrence of the violation
- (d) communicate to the City its plan to avoid recurrence of the violation; and
- (e) without prejudice to the foregoing subsection c, promptly remove any person responsible for the violation from the provision of the Supply if reasonable to do so or if requested to do so by the City.

**6.04 Covenants Regarding the Environment**

The Supplier shall:

- (a) at all times, be conscious of the importance of the protection of the natural, physical and biological environment at and in the vicinity of the Site;
- (b) conduct, and cause its Representatives to conduct, their respective activities that relate to the Supply in a manner that shall have the least possible adverse effect on the natural environment and in compliance with all Environmental Laws and Consents, all at the Supplier’s expense;
- (c) perform the Supply with the least degree of environmental degradation during and as a result of such performance; and
- (d) without restricting the generality or application of any other provisions of this Agreement, comply, and cause its Representatives to comply, with all applicable Laws and Consents and with all plans and instructions contained in this Agreement or issued in writing by the City concerning the existence, Release, removal, handling, transport, storage, disposal and treatment of any Hazardous Substances or other materials that are or may be hazardous to the life or health of any person or that endanger the environment or that are regulated by applicable Law.
- (e) During the term of this Agreement, the Supplier shall not bring or store or permit to be used at the Site, any Hazardous Substances unless such Hazardous Substances are

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(i) reasonably required to carry out the Supply, and (ii) brought or stored or permitted to be used at the Site in compliance with all Laws (including Environmental Laws). The Supplier shall not Release nor permit the Release of any Hazardous Substances into the environment. The Supplier is solely responsible for all Hazardous Substances introduced to the Site or the environment by the Supplier or its Representatives or Subcontractors, and the Supplier shall promptly and fully remediate, to the City's satisfaction, any release of Hazardous Substances on or from the Site, or in the vicinity of the Site.

**6.05 Further Covenants Regarding the Site**

The Supplier shall:

- (a) at its sole cost, keep any portion of the Site used in connection with the Supply in a safe and tidy condition and to maintain and operate the Supplier's equipment in a good, workmanlike and safe manner;
- (b) not do anything at the Site which is or may become a nuisance, danger or disturbance to the City or to any other occupants or users of the Site or adjacent areas or to any works or structures or installations thereon; and
- (c) not to do anything at the Site which is or may become a nuisance, danger or disturbance to the City or to any other occupants or users of the Site or adjacent areas or to any works or structures or installations thereon.

**6.06 Covenants Against Encumbrances**

- (a) The Supplier shall keep the Site, and each part thereof, free of all Encumbrances filed pursuant to any Law or otherwise in respect of any such work or materials. In any event, if any Encumbrance has been filed in relation to the Site or any improvement thereon, the Supplier shall cause any such Encumbrance to be discharged within 30 days after the Encumbrance has come to the notice of the Supplier.
- (b) The Supplier acknowledges and agrees that, in the event the Supplier shall fail to discharge any Encumbrance contemplated in Section 1.01(1)(a) within 60 days of written notice of such Encumbrance being given by the City, in addition to any other right or remedy, the City may, but shall not be obligated to, discharge the Encumbrance by paying to the applicable Competent Authority, the amount claimed to be due or the amount due, together with a reasonable amount for costs and the amount paid by the City shall be paid by the Supplier to the City forthwith upon demand. In no case shall the City be required to investigate the validity of the Encumbrance prior to discharging the same in accordance with this Section 1.01(1)(b).

**6.07 Absence of Conflicts of Interest**

- (a) Neither the Supplier, nor any of its Representatives has given or shall give or offer to give to the City or any official, officer, employee or agent of the City any gratuity, reward, advantage or benefit of any kind as consideration for doing or forbearing to do, or for having done or forborne to do, any act in connection with this Agreement.
- (b) To the best of the Supplier's knowledge, the Supplier, its Subcontractors, and their respective directors, officers, employees and agents have no pecuniary interests or any other current or past interests or dealings, including with any officials, officers or employees of the City, that would cause any conflict of interest or be seen to cause a conflict of interest in respect of the Supply. Should such a conflict or perceived

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conflict arise during the term of this Agreement, the Supplier shall declare it immediately in writing to the City. The City may direct the Supplier to resolve any conflict or perceived conflict to the satisfaction of the City. The Supplier warrants that neither the Supplier nor any of its Subcontractors, or any of their respective directors, officers, employees or agents, has any predisposition, affinity or association with any third party which would impair or be seen to impair or qualify the Supplier's provision of the Supply.

ARTICLE 7

PERSONNEL

7.01 Separate Personnel

- (a) It is the intention of the Parties that any personnel utilized or supplied by the Supplier or any Subcontractor hereunder shall remain employees of the Supplier or Subcontractor, respectively, for the purposes of any applicable Law and no activity performed by such personnel shall be deemed to create or imply any employment or other like relationship between such personnel and the City. If contrary to this intention such personnel are treated as employees of the City for the purposes of any applicable Law, the Supplier shall indemnify the City against any loss, cost, expense, complaint, claim, levy, assessment, penalty or fine (including any Tax liability) resulting therefrom.
- (b) Neither the City nor the Supplier shall, and the Supplier shall ensure that none of its Representatives or Subcontractors shall, induce any employee of the other, who may work in connection with the Supply, to leave his or her current employer, and neither of them shall, and the Supplier shall ensure that none of its Representatives or Subcontractors shall, employ or make an offer of employment to any such employee of the other during the term of this Agreement or the period of 365 days after the termination of this Agreement without the express prior approval in writing of the employee's current employer.
- (c) If any persons are brought by the Supplier into Canada for purposes of the Supply, the Supplier shall be responsible for all immigration matters, and for the expatriation and repatriation of such personnel, and the costs of the same shall be deemed included in the Contract Price.

7.02 Changes in Personnel

- (a) The City may request the removal or replacement of any personnel engaged by the Supplier or any Subcontractor in relation to any part of the Supply, provided that such request is made in writing stating the City's detailed reasons. The Supplier shall comply with such request as soon as reasonably practicable and shall bear the cost of replacement where the City is of the opinion that the personnel in question are guilty of misconduct, do not have acceptable qualifications or are otherwise unable or unfit to perform satisfactorily and safely. If the City requests a replacement for a reason other than the immediately aforementioned reasons, the City shall reimburse the Supplier its reasonable properly incurred costs of replacement.

7.03 Key Project Personnel

Where there are Key Project Personnel the Supplier shall:

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- (a) use best endeavours to retain Key Project Personnel for the duration of the provision of the Supply;
- (b) take reasonable steps to ensure that Key Project Personnel dedicate their time fully to the Supply (unless otherwise agreed or approved by the City in writing);
- (c) promptly inform the City should any of the Key Project Personnel leave, or give notice of an intention to leave the Supplier, and obtain a substitute or substitutes;
- (d) not reassign or allow the reassignment of the Key Project Personnel to other projects during the term of this Agreement without the City's prior written consent (such consent not to be unreasonably withheld or delayed); and
- (e) take all reasonable steps to ensure that the Key Project Personnel perform their roles and responsibilities in accordance with any organisational structure agreed in writing between the Parties.

If:

- (a) the Supplier wishes to reassign or to replace an individual designated as Key Project Personnel; or
- (b) an individual designated as Key Project Personnel gives notice of his or her intention to leave or is otherwise no longer able to perform the duties, including for reasons of illness, injury or personal hardship,

the Supplier shall provide a substitute with experience and qualifications equivalent or greater than the Key Project Personnel to be replaced, and shall provide documentation to the City to establish such experience and qualifications.

Key Project Personnel who are reassigned to other work shall, to the extent possible, remain available to the project team until completion of the Supply.

All the Supplier's Key Project Personnel must be fluent in both spoken and written English, except as may be agreed to the contrary between the City and Supplier in relation to specific individuals or positions to be filled from time to time.

ARTICLE 8

REPORTING

8.01 Progress Reports

Quarterly progress reports shall be prepared by the Supplier and submitted to the City in the format required by the schedules hereto, if any, or as otherwise required by the City, each within seven days after the last day of the month to which it relates.

8.02 Assistance Regarding Reporting Requirements

The Supplier shall, and shall cause its Representatives to, provide the City with reasonable assistance and information which is necessary to enable the City to comply with any Law.

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8.03 Other Reports

The Supplier shall provide any additional reports and information regarding the Supply or the Site reasonably requested by the City at any time.

ARTICLE 9

PAYMENT; AUDITS

9.01 Payment to the Supplier

- (a) Subject to 0, the City shall pay the Supplier for the Supply in accordance with 0 (Prices for Supply), upon the receipt of invoices prepared in accordance with Section 0.
- (b) Notwithstanding any other provision hereof, prior to making any payment under this Agreement, the City shall determine whether the Builders Lien Act (British Columbia) applies to this Agreement and, if so:
  - i) payments made under this Agreement shall be subject to 10% withholding, in the form of a lien holdback, to be held by the City in accordance with the provisions of the statute; and
  - ii) the lien holdback shall be released by the City 56 days after the issuance of a certificate of completion in conformity with the *Builders Lien Act* (British Columbia) in relation to the Supply if no liens then exist
- (c) If any lien claim based on the provisions of the Builders Lien Act (British Columbia) relating directly or indirectly to this Agreement exists at any time, the Supplier agrees to immediately take all steps and do all things necessary or required to remove, cancel and dismiss such lien and until such lien is removed, cancelled or dismissed (as appropriate, to the satisfaction of the City), or all further payments under this Agreement may be withheld by the City or, at the discretion of the City, amounts payable to the Supplier may be used by the City to obtain the removal, cancellation or dismissal of any such lien.
- (d) Unless otherwise expressly stated in the schedules hereto, the Supplier shall pay any and all costs, including freight, marine and transit insurance, Taxes, and transportation and delivery charges on all equipment or things of whatsoever nature provided by the Supplier as required by it for the purposes of the Supply and any other incidental costs and all such costs shall be deemed to be included in the Contract Price.
- (e) The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of 0 (Prices for Supply) and to have obtained all information and to have taken into account all circumstances, risks and other contingencies that may affect the cost of performing the Supply (including any circumstances, risks or contingencies that a contractor exercising Good Industry Practice would typically expect to encounter) and any other obligation under this Agreement. The Supplier shall not be entitled to any additional compensation beyond the Contract Price (including without limitation for escalation in the prices of materials and labour) except as otherwise expressly stated in this Agreement.
- (f) Notwithstanding any other provisions of this Agreement, the Supplier shall not be entitled to payment for any Supply that has not been performed in compliance with the provisions of this Agreement.

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9.02 Content of Invoices

Each of the Supplier's invoices shall set out, as a minimum (and in such form or format as required by the City):

- (a) an itemized list of the amounts owing;
- (b) the time period to which the invoice relates;
- (c) a description of the portion of the Supply to which the invoice relates;
- (d) the total amounts payable under the invoice;
- (e) all supporting documentation relating to disbursements; and
- (f) such other information as the City may require from time to time.

9.03 Currency of Payment

All currency amounts stated herein are denominated in, all invoices hereunder shall be stated in, and all payments hereunder shall be made in, Canadian dollars.

9.04 Contested Claims for Payment

If any item contained in an invoice submitted by the Supplier is contested by the City, the City shall give prompt notice thereof, together with reasons to the Supplier.

9.05 Audits

- (a) The Supplier shall maintain up-to-date records and accounts which clearly document the provision of the Supply and shall make the same available to the City upon request. The City may request copies of all such records and accounts which shall be provided to the City by the Supplier (subject to reimbursement of the Supplier's reasonable copying costs and any other direct costs and expenses, if any) at any time prior to the expiry of 365 days after completion of the Supply or earlier termination of this Agreement. For avoidance of doubt, any records and accounts provided by the Supplier in accordance with this Section 1.01(1)(a) shall be deemed to be Confidential Information;
- (b) Not later than three years after the completion of the Supply or earlier termination of this Agreement, the City can itself, on notice of not less than 14 days, require that a firm of accountants, surveyors or other auditors nominated by it audit any such records and accounts of the Supplier by attending during normal working hours at the office where the records are maintained. For avoidance of doubt, any records and accounts or other documents provided by the Supplier in accordance with this Section 1.01(1)(b) shall be provided only subject to the accountants, surveyors or other auditors, and each of them, being subject to and agreeing to meet such of the Supplier's reasonable requirements as to confidentiality as the Supplier deems (at its sole discretion) to be appropriate in the circumstances; and
- (c) Any overpayments by the City discovered during the course of any such audit pursuant to Section 1.01(1)(b) shall be payable by the Supplier to the City within 30 days of such discovery, and if the overpayments have been caused by an act or omission of the Supplier and the amount of those overpayments is no less than one quarter of the total

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amount paid by the City to the Supplier in respect of the Supply, then the costs of the relevant audit shall be for the account of the Supplier.

9.06 Set Off

Notwithstanding any provision to the contrary in this Agreement and without prejudice to any other remedy which the City may have (whether in common law or equity), the City shall be entitled to deduct from and set off against any sum(s) otherwise due to the Supplier hereunder any sums which are due from the Supplier to the City or which the Supplier is liable to pay to the City under this Agreement or in connection herewith (including without limitation any monies overpaid to the Supplier under this Agreement or otherwise due and payable to the City by reason of any error in payment under this Agreement).

ARTICLE 10

CERTAIN ADDITIONAL OBLIGATIONS OF THE CITY

10.01 Scheduled Items

The City shall make available, free of cost and without delay or in accordance with any agreed timetable or schedule set forth in 0 (Items to be Provided by the City), to the Supplier for the purpose of the Supply, the personnel, equipment, facilities, services (including services of third parties) and information described in such 0 (if any), and in accordance therewith.

10.02 Other Information

The City shall, within a reasonable time following a written request by the Supplier, provide to the Supplier free of cost such further information, which the City considers relevant to provision of the Supply and which is either already in its possession or reasonably within its power to obtain.

10.03 Decisions in Writing

On all matters properly referred to it in writing by the Supplier, the City shall (wherever practicable) give its decision in writing within a reasonable time having regard to the Time(s) for Completion and the Supplier's obligations with regard to the Supply.

10.04 Access to the Site

Except to the extent prohibited by applicable Law or any Consent, the City shall grant to the Supplier non-exclusive, timely and in accordance with any agreed schedule, access (as the City is reasonably able to provide) to all necessary areas of the Site on and from the Effective Date and such other non-exclusive access as is necessary or appropriate to perform the Supply and the Supplier's other obligations in accordance with this Agreement.

ARTICLE 11

LIABILITY AND INSURANCE

11.01 Covenants of Indemnification by the Supplier

(a) The Supplier shall indemnify and keep indemnified and hold the City and its officials, officers, employees and agents harmless against all losses, liabilities, claims, demands,

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costs and expenses (including legal fees), fines, penalties and charges (including those imposed by statute or otherwise imposed), arising out of or in connection with, or consisting of:

- i) any damage to the Site or any part thereof, or any property whether located at the Site or otherwise, which occurs during the provision of the Supply;
- ii) any damage to the natural environment, including any remediation cost recovery claims;
- iii) any loss or damage arising from a claim by any third party concerning or arising out of the Supply, or by any employee or Subcontractor of the Supplier for any reason;
- iv) any occupational illness, injury or death of any person, whether at the Site or otherwise, which occurs during, or as a result of, the provision of the Supply;
- v) any failure by the Supplier to fully comply with the provisions of this Agreement;
- vi) a breach by the Supplier or any Subcontractor of any Law in the course of, or as a result of, the provision of the Supply;
- vii) any actual or alleged infringement of any Intellectual Property Rights caused by the provision of the Supply or the use of any process, work, material, matter, thing or method used or supplied by the Supplier or any Subcontractor in the provision of the Supply, and
- viii) any breach of the warranties of the Supplier contained herein,

to the extent that such losses, liabilities, claims, demands, costs and expenses, fines, penalties or charges are due to any act, omission or default, or any breach of Law or this Agreement, of the Supplier, a Subcontractor or any Representative of the Supplier or any employee, agent or contractor of any of them.

- (b) Nothing in this Section 0 nor otherwise in this Agreement shall limit or exclude any direct liability (whether in contract, tort, for breach of statutory duty or any other legal basis) of the Supplier to the City, including without limitation any liability for:
  - i) the Supplier's deliberate default, fraud, fraudulent misrepresentation or reckless misconduct in the provision of the Supply; or
  - ii) any loss or damage flowing from the termination of this Agreement.
- (c) The Supplier appoints the City as the trustee of the City's officials, officers, employees and agents in relation to the covenants of indemnification of the Supplier contained in this Section 0 and the City accepts such appointment.

#### 11.02 Contamination of Lands

Without limiting any other provision hereof or any other remedy available to the City hereunder, the Supplier agrees and covenants that if, at any time during the term or following the expiry of this Agreement, the Site or any other lands affected by the Supply are found to be contaminated or polluted (as determined pursuant to Environmental Laws) as a result of or in connection with the Supply, the Supplier shall forthwith at its sole cost:



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- (a) undertake all necessary audits, investigations, tests and surveys to determine the nature and extent of the contamination or pollution;
- (b) notify the City of the nature and extent of the contamination or pollution and any proposed or required work necessary to control, abate, dissipate or remove (as appropriate) the pollution or contamination as required by Environmental Laws; and
- (c) undertake the work referred to in the foregoing paragraph (b).

**11.03 Conduct of Claims**

In the event of any claims, statutory fees, costs, charges, penalties (including without limitation any legal costs), contributions, compensations, cost recoveries, expenses or fines being levied or claimed from a person in respect of which an indemnity is provided by the Supplier pursuant to 0, the following provisions shall apply:

- (a) subject to Sections 1.01(1)(b), 1.01(1)(c) and 1.01(1)(d) below, where it appears that a person is or may be entitled to indemnification from the Supplier in respect of all (but not part only) of the liability arising out of a claim, such person entitled to indemnification may at its sole election and subject to:
  - ii) approval by any relevant insurers (without prejudice to Section 1.01(1)(f)); and
  - iii) the Supplier providing the party entitled to indemnification with a secured indemnity to its reasonable satisfaction against all costs and expenses (including legal expenses) that it may incur by reason of such action,permit or require the Supplier to dispute the claim on behalf of the person entitled to indemnification at the Supplier's own expense and take conduct of any defence, dispute, compromise, or appeal of the claim and of any incidental negotiations; provided that the person entitled to indemnification shall give the Supplier (provided at the Supplier's cost) all reasonable cooperation, access and assistance for the purposes of considering and resisting such claim;
- (b) with respect to any claim conducted by the Supplier pursuant to Section 1.01(1)(a) above:
  - i) the Supplier shall keep the person entitled to indemnification fully informed and consult with it about material elements of the conduct of the claim;
  - ii) the Supplier shall not bring the name of the person entitled to indemnification (or any Group Member thereof) into disrepute; and
  - iii) the Supplier shall not pay or settle such claims without the prior consent of the person entitled to indemnification, such consent not to be unreasonably withheld or delayed;
- (c) a person entitled to indemnification shall be free to pay or settle any claim on such terms as it thinks fit (and without prejudice to its rights and remedies under this Agreement) if:
  - i) the Supplier is not entitled to, or is not permitted or instructed, take conduct of the claim in accordance with Section 1.01(1)(a) above; or

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- ii) the Supplier fails to comply in any material respect with the provisions of Section 1.01(1)(a) or 1.01(1)(b) above;
  
- (d) the person entitled to indemnification pursuant to 0shall be free at any time to give notice to the Supplier that it is retaining or taking over (as the case may be) the conduct of any defence, dispute, compromise or appeal of any claim (or of any incidental negotiations) to which Section 1.01(1)(a) above applies. On receipt of such notice the Supplier shall promptly take all steps necessary to transfer the conduct of such claim to the person entitled to indemnification, and shall provide to the person entitled to indemnification all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim;
  
- (e) if the Supplier pays to the person entitled to indemnification an amount in respect of an indemnity and the person entitled to indemnification subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the claim under the indemnity, the person entitled to indemnification shall forthwith repay to the Supplier whichever is the lesser of:
  - i) an amount equal to the sum recovered (or the value of the saving or benefit obtained) less any out-of-pocket costs and expenses (including legal expenses) properly incurred by the person entitled to indemnification in recovering the same; and
  - ii) the amount paid to the person entitled to indemnification by the Supplier in respect of the claim under the relevant indemnity,provided that there shall be no obligation on the part of the person entitled to indemnification to pursue such recovery and that the Supplier is repaid only to the extent that the amount of such recovery aggregated with any sum recovered from the Supplier exceeds any loss sustained by the person entitled to indemnification;
  
- (f) the Supplier shall inform the person entitled to indemnification of the requirements of any insurer who may have an obligation to provide an indemnity in respect of any liability arising under this Agreement and in relation to such the person entitled to indemnification shall issue instructions accordingly; and
  
- (g) any person entitled to an indemnity from the Supplier must take all reasonable measures to mitigate any loss, damage or liability that it may suffer in respect of any such matter.

11.04 Insurance

- (a) In addition to those mandatory insurance policies that the Supplier is required to carry by any applicable Laws, the Supplier shall take out and maintain in force, with a reputable insurance company, during the term of this Agreement and for a period of five years afterwards:
  - i) commercial general liability insurance with coverage of not less than \$5,000,000 million per occurrence and at least \$5,000,000 million of annual aggregate coverage endorsing the City as an additional insured on a primary and non-contributory basis and providing a waiver of subrogation in favour of the City;

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- ii) All Risk (Broad Form) Tenant's Legal Liability insurance for an amount not less than Five Million Dollars (\$5,000,000), such coverage to include the activities and operations conducted by the Operator and third parties in the Facility;
  - iii) An All Risk Contractor's Equipment Insurance covering all construction equipment, owned or rented, or for which the Contractor or any of his subcontractors may be responsible. Such insurance shall contain a waiver of subrogation clause in favour of the City, its officials, officers, employees and agents;
  - iv) All Risk (Broad Form) insurance on property of every description and kind owned by the Operator or for which the Operator is legally liable or installed by or on behalf of the Operator (and which is located in the Facility), including without limitation the Improvement, all materials, equipment and machinery, labour and supplies of any nature whatsoever, work in progress, furniture, fittings, installations, alterations, additions, partitions, fixtures, and trade fixtures within the Facility or while in transit or while in offsite storage in an amount not less than the full replacement cost thereof. The City of Vancouver will be added as named insured and loss payee for their interests. Such insurance shall contain a waiver of subrogation clause in favour of the City, its officials, officers, employees and agents;
  - v) Automobile Liability Insurance with limits of not less than Five Million (\$5,000,000) dollars to be carried at all times on all licensed vehicles owned or leased by the Contractor, protecting the Contractor against damages from bodily injury (including death), and from claims for property damage arising out of operations of the Contractor, its employees or agents
- (b) The Supplier shall ensure that any Subcontractors also maintain the same insurance as the Supplier, having regard to the obligations under this Agreement which they are contracted to fulfil.
  - (c) The Supplier's liabilities under this agreement shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Section 11.04.
  - (d) The cost of the insurances arising under this Section 0 shall be deemed to be incorporated into the prices specified in 0.
  - (e) As a condition precedent to any payment from the City to the Supplier under this Agreement, and as and when reasonably requested by the City, the Supplier shall provide documentary evidence (to the reasonable satisfaction of the City, including by completing the City's standard reporting documents used for this purpose) that the insurances required by this Section 0 have been taken out and are being maintained.

ARTICLE 12

FORCE MAJEURE; TERMINATION

12.01 Force Majeure

- (a) Neither Party shall be deemed to be in breach of this Agreement or otherwise liable to the other Party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement reasonably due to Force Majeure.

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- (b) If either Party's performance of its obligations under this Agreement is affected by an event of Force Majeure, then:
- i) it shall give written notice to the other Party, specifying the nature and extent of the event of Force Majeure, within 10 days after becoming aware of the event of Force Majeure;
  - ii) performance of such obligation(s) shall be deemed suspended but only for a period equal to the delay reasonably caused by such event;
  - iii) it shall not be entitled to payment from the other Party in respect of extra costs and expenses incurred by virtue of the event of Force Majeure;
  - iv) the Time(s) for Completion shall be extended to take into account such delay; and
  - v) within five days of the cessation of any Force Majeure event, the Party affected thereby shall submit a written notice to the other Party, specifying the actual duration of the delay of its obligations caused by the event of Force Majeure and the consequences resulting from such delay, and submit a specific plan to minimize and mitigate those consequences.
- (c) The affected Party shall use all reasonable diligence in accordance with Good Industry Practice to mitigate the cause and the result of an event of Force Majeure and to remedy the situation and resume its obligations under this Agreement, including complying with any instructions from the City, as to how to do so.
- (d) Notwithstanding the obligations of a Party affected by an event of Force Majeure pursuant to Section 1.01(1)(b) and Section 1.01(1)(c), if the event of Force Majeure renders it impossible or impractical for the Supplier to provide the Supply in accordance with this Agreement for a period of at least [●] days, the City may terminate this Agreement upon notice delivered to the Supplier at any time following the expiration of such period of [●] days.

#### 12.02 City Suspension and Termination Rights

The City shall have the following rights:

- (a) The City may order the suspension of all or part of the Supply at any time and for such period as it determines, by notice with immediate effect to the Supplier, in the event of a Safety Incident; and upon receipt of any such notice of suspension, the Supplier shall immediately cease performing the Supply, minimise expenditure and comply with any reasonable instructions of the City relating to such Safety Incident, including any investigations.
- (b) Without prejudice to Section 1.01(1)(a), the City may suspend all or part of the Supply (for such period as it determines) or terminate this Agreement at any time (and for its convenience) upon [●] days' written notice to the Supplier, which shall immediately upon receipt of such notice take all reasonable steps to wind down the performance of the Supply and to minimise expenditure, including complying with any instructions from the City as to how to do so.
- (c) If the City reasonably considers that the Supplier is not discharging any of its material obligations under this Agreement, the City may inform the Supplier by notice stating the grounds for the notice. If evidence of remediation satisfactory to the City, is not

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received as soon as practicable or in any case within [●] days or such longer period as agreed by the Parties, the City may by a further notice to the Supplier of at least [●] days terminate this Agreement.

- (d) The City may terminate this Agreement with immediate effect if:
- i) the Supplier becomes bankrupt or insolvent, goes into liquidation, has a receiver or administrator appointed over it or any of its assets of undertaking, enters into any arrangement for the benefit of its creditors, becomes the subject of any moratorium or carries on business under a receiver, trustee, manager or arrangement for the benefit of its creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events; or
  - ii) a Change in Control of the Supplier occurs and the City reasonably considers that the Change in Control shall substantively affect the Supplier's ability to perform its obligations under this Agreement.

### 12.03 Supplier Termination Rights

After giving at least seven days' written notice to the City, the Supplier may terminate this Agreement, or at its discretion and without prejudice to the right to terminate, may suspend or continue suspension of performance of the whole or part of the Supply when:

- (a) 90 days after the due date for payment of an invoice, it has not received payment of that part which has not by that time been contested in writing by the City and provided always that:
  - i) the Supplier has issued a notice of reminder to the City following the due date for payment in relation to such unpaid sum; and
  - ii) the termination notice may not be issued until the expiry of 30 days following the issue of such reminder notice; or
- (b) the City commits any material or persistent breach(es) of its obligations under this Agreement which render(s) performance by the Supplier of its obligations under this Agreement or a substantial part thereof impossible or significantly adversely affect(s) such performance of this Agreement as a whole and further which, remain(s) irremediable after 60 days.

### 12.04 Consequences of Termination

The following consequences shall apply upon a termination:

- (a) On termination of this Agreement for any reason, the Supplier shall, as soon as reasonably practicable:
  - i) deliver to the City all work and Documentation produced by or on behalf of the Supplier during the course of performing the Supply;
  - ii) return (or destroy if otherwise directed by the City in writing) all Confidential Information provided to it for the purposes of this Agreement;
  - iii) return all of the City's Site access cards, equipment and other items provided under this Agreement, failing which, the City may enter the relevant premises

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and take possession thereof, and, until any such access cards, equipment and other items have been returned or repossessed, the Supplier shall be solely responsible for its or their safe-keeping;

- iv) if so requested by the City, take reasonable steps to assign any Subcontractor contracts to the City and do all things and execute all documents necessary to give effect thereto; and
  - v) otherwise comply with all reasonable requirements of the City arising from the cessation of the Supply or the continuing development of the Site.
- (b) The Supplier shall be entitled to be paid its reasonable properly incurred costs of compliance with 1.01(1)(a) and its reasonable demobilization costs, up to a maximum of \$5,000.00, in aggregate, save in circumstances in which the City reasonably claims that the termination was a consequence of a Safety Incident or a default by the Supplier in the provision of any part of the Supply, in which case all such costs shall be for the Supplier's own account.
- (c) On termination of this Agreement for any reason, the Supplier shall be entitled to payment for any completed portion of the Supply rendered in full compliance herewith prior to the time of termination, in accordance with 0 (Prices for Supply).

**12.05 Other Surviving Rights and Liabilities of Parties**

- (a) Termination of this Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
- (b) After termination of this Agreement, the provisions of Section 0, Section 0, 0 and 0 shall remain in force.

**ARTICLE 13**

**ASSIGNMENT AND SUBCONTRACTING**

**13.01 Assignment**

Neither Party shall assign, transfer, mortgage, charge or deal in any other manner with this Agreement or any of its rights and obligations under or arising out of the Agreement (or any document referred to herein), or purport to take any such action without the prior written consent of the other.

**13.02 Subcontracting**

The Supplier shall not subcontract the whole or substantially all of the Supply.

- (a) Without prejudice to the foregoing subsection 0, save in the case of Subcontractor(s) whose role in the provision of the Supply is expressly provided for in the schedules hereto (and only to the extent so provided for), the Supplier may not subcontract any part of the Supply without the City's prior written consent.
- (b) The Supplier shall include in each contract by which it engages a Subcontractor a provision allowing the benefit of such contract to be assigned by the Supplier to the City upon request.

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- (c) The Supplier shall not without the written consent of the City (which shall not be unreasonably withheld or delayed) initiate or terminate any contract with a Subcontractor.
- (d) If the Supplier is unable to enter into a contract with a Subcontractor whose role in the provision of the Supply is expressly provided for in the schedules hereto, it shall as soon as reasonably practicable inform the City of the reason for such inability and procure the services of a replacement subcontractor that is acceptable to the City, acting reasonably.
- (e) The Supplier shall be responsible for the acts, defaults or neglect or any omission of each Subcontractor, its employees and agents in all respects as if they were the acts and defaults or neglect or omission of the Supplier its employees or agents themselves.

ARTICLE 14

INTELLECTUAL PROPERTY

14.01 Assignment

The Supplier acknowledges and agrees that the City is the exclusive owner of all right, title, and interests in and to the Documentation, including, without limitation, all Intellectual Property Rights therein. The Supplier shall assign and hereby assigns to the City all right, title, and interests in and to the Documentation, including, without limitation, all existing and future Intellectual Property Rights in and to the Documentation, effective upon their creation to the fullest extent permitted by Law. Insofar as such right, title, and interest do not so vest automatically or immediately in the City by operation of law or under this Agreement, subject to Section 0, the Supplier holds legal title of all right, title, and interests in and to the Documentation, including, without limitation, all Intellectual Property Rights therein, in trust for the City and grants to the City an irrevocable, perpetual, fully paid-up, royalty-free, worldwide, transferable and non-exclusive licence to, itself and through contractors and agents, use, copy, amend, reproduce, modify and create derivative works of such Documentation for any purpose. Such licence shall include the right to sub licence to any third party without restriction.

14.02 Further Assistance

If and to the extent that any of the right, title, and interest in and to the Documentation, including, without limitation, all Intellectual Property Rights therein, is not assigned automatically or immediately to the City under Section 0, the Supplier undertakes, at the expense of the City and at any time either during or after this Agreement upon request from the City (notwithstanding that the City may do so in its own name and at its own cost), to execute all documents, make all applications, give all assistance and do all acts and things as may, in the reasonable opinion of the City, be necessary or desirable to vest all right, title, and interest in and to the Documentation, including, without limitation, all Intellectual Property Rights therein, in the City and to register them in, the name of the City and otherwise to protect and maintain such right, title, and interest. The Supplier further agrees to cooperate fully with the City both during and after the termination of this Agreement, with respect to signing further documents and doing such acts and other things reasonably requested by the City to confirm the transfer of ownership of the Documentation or to obtain or enforce patent, copyright, trade secret, or other protection for the Documentation. The Supplier shall not receive any consideration or royalties in respect of such transfer of ownership, beyond the fees, provided that the expense of obtaining or enforcing intellectual property protection shall be borne by the City.

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14.03 Supplier Undertakings and Representations and Warranties

- (a) The Supplier undertakes:
- i) to notify the City in writing of the full details of Documentation promptly upon its creation;
  - ii) whenever requested to do so by the City and in any event on the termination of this Agreement (as provided for in 0), promptly to deliver to the City all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any parts of the Documentation which are in its possession, custody or power;
  - iii) that the Supplier shall not, either during the term of this Agreement or thereafter, directly or indirectly, contest, or assist any third party to contest, the City's ownership of the Documentation or of any Intellectual Property Rights related thereto, and
  - iv) not to register nor attempt to register any Intellectual Property Rights in the Documentation unless requested to do so by the City.
- (b) The Supplier represents and warrants to the City that:
- i) it has not given and shall not give permission to any Subcontractor or third party to use any of the Documentation, nor any of the Intellectual Property Rights in the Documentation, other than as provided for in this Agreement or otherwise in accordance with the instructions of the City;
  - ii) it has not brought to the City, or shall use in the provision of the Supply, any confidential material or documents of any former client or customer of the Supplier or of any other third party, unless the Supplier has received prior written authorization to do so from the City and from the owner of the confidential material or documents;
  - iii) it has the absolute right to make the assignments of the right, title, and interest in and to the Documentation contemplated in this Agreement and to grant the rights granted under this Agreement;
  - iv) it is unaware of any use by any third party or any unauthorized use by a Subcontractor of any of the Documentation or any Intellectual Property Rights in the Documentation; and
  - v) the use of the Documentation or the Intellectual Property Rights in the Documentation by the City shall not, to the knowledge of the Supplier, infringe any Intellectual Property Rights of any third party.

14.04 Background Intellectual Property

Notwithstanding and superseding anything to the contrary in this 0, each Party retains title to all Intellectual Property Rights owned or possessed by it or any of its affiliates prior to or independent of performance of this Agreement and used by it in fulfilling its obligations under this Agreement, as well as any modifications or improvements made thereto in the course of performing this Agreement ("Background IP"). To the extent that one Party acquires any right, title, or interest in and to any aspect of the modifications or improvements to the Background IP of the other Party, such Party shall assign such right, title, and interest to the other Party,



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immediately following such acquisition. If any of the Supplier's Background IP is included in or required to use the Documentation provided by the Supplier to the City, the Supplier hereby grants to the City an irrevocable, perpetual, fully paid-up, royalty-free, worldwide, transferable and non-exclusive licence (including the right to sub-licence only to members of the City's Group) to, itself and through contractors and agents, use, copy, amend, reproduce, modify, create derivative works of, use, commercialize, and otherwise exploit the Supplier's Background IP but only to the extent required to use such Documentation for the purpose (or any reasonably inferred purpose) for which it has been provided or for the provision of the Supply under this Agreement (excluding any software source code).

**14.05 Supplier Employees' and Subcontractors' Rights**

The Supplier:

- (a) warrants that the Supplier's employees, Subcontractors and agents have waived or shall have waived in whole all moral rights (including, without limitation, any similar rights allowing the rights holder to restrain or claim damages for any distortion, mutilation, or other modification of works or any part thereof, and to restrain use or reproduction of works in any manner) they may have in the Documentation;
- (b) indemnifies the City, its officers, agents, contractors and employees against any liability, cost, loss or damage (including legal costs on a solicitor-client basis) suffered or incurred that arises under any breach of the warranty contained in Section 1.01(1)(a) above; and
- (c) must do all things requested by the City, including signing or procuring the signature of particular forms, to give full effect to Section 1.01(1)(a) above.

**14.06 No Additional Remuneration**

The Supplier acknowledges that, except as provided by Law, no further remuneration or compensation (beyond that expressly provided for in this Agreement) is or may become due to the Supplier in respect of the performance of its obligations under this 0.

**ARTICLE 15**

**PRIVACY; CONFIDENTIALITY**

**15.01 Freedom of Information and Protection of Privacy Act**

The Supplier acknowledges that the City is subject to the Freedom of Information and Protection of Privacy Act (British Columbia), which imposes significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing any service to the City.

**15.02 No Promotion**

The Supplier shall not, and shall ensure that its Subcontractors shall not, disclose or promote any relationship with the City, including by means of any oral declarations, announcements, sales literature, letters, client lists, press releases, brochures or other written materials, without, in each case, the express prior written consent of the City.

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15.03 Confidentiality Obligations

Each Party shall keep the Confidential Information of the other Party confidential and each Party shall not use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement or where, in the case of the City, otherwise necessary to pursue the public business of the City (a “Permitted Purpose”), or disclose the Confidential Information in whole or in part to any third party, except as expressly permitted by this 0.

15.04 Disclosure to Representatives

A Party may disclose the other Party’s Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that it informs such Representatives of the confidential nature of the Confidential Information prior to disclosure, and at all times it is responsible for such Representatives’ compliance with the confidentiality obligations set out in this 0.

15.05 Disclosures Required by Law

A Party may disclose Confidential Information to the extent required by any applicable Laws or by any Competent Authority provided that, where legally permitted, it notifies the other Party before doing so, gives the other Party a reasonable opportunity to take any steps that the Party considers necessary to protect the confidentiality of that information, and notifies the third person that the information is Confidential Information. In any event, a Party shall furnish only that portion of the Confidential Information which it is legally required to disclose and shall use its reasonable endeavours to obtain a protective order or other reliable assurance that the Confidential Information shall be accorded confidential treatment.

15.06 Other Disclosures by the City

The City’s obligations under this 0 are wholly subject to and qualified by, the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and, notwithstanding any other provision of this 0, the City may disclose Confidential Information in any manner compliant with such statute or otherwise in furtherance of its public role or duties, including in the course of publicly reporting to the Vancouver City Council.

15.07 Interpretation; Enforcement and Survival

- (a) Notwithstanding anything in this 0 to the contrary, nothing in this 0 shall affect the Parties’ rights and obligations under 0.
- (b) The Parties acknowledge that a breach of any of the obligations or provisions contained in this 0 could cause the other Party to suffer loss which may not be adequately compensated for by damages and that the other Party may, in addition to any other remedy or relief, enforce the performance of this Agreement by injunction or specific performance upon application to a court of competent jurisdiction without proof of actual or special damage and notwithstanding that in any particular case damages may be readily quantifiable, and such breaching Party must not plead sufficiency of damages as a defence in the proceeding for such injunctive relief.

ARTICLE 16

TAXES

16.01 Taxes for Own Accounts

Unless otherwise expressly stated in this Agreement, any Taxes becoming due and payable by either Party pursuant to any applicable Laws as a result of the entering into, the performance of obligations under or the taking of payment pursuant to this Agreement, shall be for the account of that Party, and for greater certainty the Contract Price includes all such Taxes, except for applicable Taxes arising under all sales, excise and value added tax legislation (including, without limitation, the *Excise Tax Act* (Canada) and similar Canadian provincial legislation) (collectively, "Sales Tax") as a result of the sale of goods or services within Canada hereunder, unless it is clearly stated that they are intended to be Sales Tax-inclusive.

16.02 Withholding Taxes

- (a) Notwithstanding any other provision to the contrary, if the City determines that it is necessary to satisfy its obligations under any Law relating to Taxes, the City may:
  - i) withhold an amount from a payment made to the Supplier; and
  - ii) pay the withheld amount directly to the relevant Competent Authority.
- (b) If an amount withheld in accordance with Section 1.01(1)(a) is paid by the City to the relevant Competent Authority, it is deemed to have been paid to the Supplier on the date on which the remainder of the payment to which it relates was paid to the Supplier.
- (c) The Supplier agrees and acknowledges that it has no claim against the City for any amounts withheld and paid to the relevant Competent Authority in accordance with Section 1.01(1)(a).
- (d) If the City does not withhold an amount under Section 1.01(1)(a) which it is required to withhold pursuant to any laws relating to Taxes, the Supplier agrees to pay that amount to the City, upon request by the City.
- (e) The Supplier agrees that the City shall not be required to increase any payment to the Supplier by the amount withheld by the City under Section 1.01(1)(a)

ARTICLE 17

DISPUTE RESOLUTION

17.01 Optional Procedure

All claims, disputes or issues in dispute between the City and the Supplier in relation to this Agreement shall be decided by mediation or arbitration, if the Parties so agree in writing, or, failing any such agreement, by the courts of competent jurisdiction in the Province of British Columbia.

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17.02 Arbitration

- (a) In the event that Parties agree to arbitration pursuant to Section 0:
- i) the arbitration shall be conducted pursuant to the Commercial Arbitration Act (British Columbia) and shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the Parties, and failing agreement by the Parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia;
  - ii) the parties shall share equally the costs of the arbitration but shall be responsible for their own separate costs and expenses in relation to the arbitration including legal fees and disbursements; and
  - iii) the arbitration shall take place in Vancouver, British Columbia and shall be governed by the laws of British Columbia.

ARTICLE 18

MISCELLANEOUS

18.01 Time of the Essence

Time is of the essence of this Agreement, including without limitation in relation to the Time(s) for Completion.

18.02 Costs

Each of the Parties hereto shall pay their respective legal fees and other costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

18.03 Benefit of this Agreement

- (a) This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties hereto.
- (b) Except as expressly set forth in the foregoing Section 1.01(1)(a) or Section 0, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Supplier.

18.04 Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the Parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties in relation to the subject matter hereof other than as expressly set forth in this Agreement.

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18.05 Amendments and Waiver

Subject to Section 0, no modification of or amendment to this Agreement is valid or binding unless set forth in writing and fully executed by both of the Parties hereto and no waiver of any breach of any term or provision of this Agreement is effective or binding unless made in writing and signed by the Party purporting to give such waiver and, unless otherwise provided, is limited to the specific breach waiver.

18.06 Notices

- (a) Any invoice, demand, notice or other communication to be given to a Party in connection with this Agreement must be given in writing and must be given by personal delivery to a City's Manager or a Supplier's Managers, as applicable, or delivered by registered mail, by courier or by facsimile transmission (with delivery confirmation), addressed to a City's Manager or a Supplier's Manager, as the case may be, or, in each case to such other individual as is designated in writing by the relevant recipient Party. If given by registered mail, courier or facsimile transmission, any such demand, notice or other communication must be given at the relevant address or facsimile number listed below:

If to the Supplier:

**[SUPPLIER NAME]**

**[•]**

**[•]**

**[•]**

Facsimile: **[•]**

If to the City:

**CITY OF VANCOUVER**

**[•]**

**[•]**

**[•]**

Facsimile: **[•]**

or to such other address or facsimile number as may be designated by notice given by either Party to the other.

- (b) Any demand, notice or other communication shall be conclusively deemed to have been given: (i) if given by personal delivery, on the day of actual delivery thereof; (ii) if given by registered mail, on the tenth Business Day following the deposit thereof in the mail; (iii) if given by courier, on the Business Day following confirmation by the courier that the notice has been delivered; and (iv) if given by facsimile transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day. Notwithstanding the foregoing, if the Party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such demand, notice or other communication must not be mailed but must be given by personal delivery, courier or facsimile transmission.

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**18.07 Governing Law and Jurisdiction**

- (c) This Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia.
- (d) All provisions of the International Sale of Goods Act (British Columbia) are specifically excluded from application to this Agreement.
- (e) This Agreement is subject to the exclusive jurisdiction of the courts in the Province of British Columbia except:
  - i) as otherwise agreed by the Parties pursuant to 0; and
  - ii) to the extent necessary to enforce, in another jurisdiction, any decision or award made pursuant to 0 or any judgment of any court in the Province of British Columbia.

**18.08 Further Assurances**

Each Party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.

**18.09 Severance**

If any term or condition of this Agreement is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, it shall be severed and deemed to be deleted from this Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected or impaired thereby. If any term or condition of this Agreement is found to be illegal, invalid ineffective, inoperable or otherwise unenforceable, but would not be so if some part of it were deleted, the term or condition shall apply with such modifications as may be necessary to make it enforceable.

**18.10 Counterparts**

This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

**18.11 Electronic Execution**

Delivery of an executed signature page to this Agreement by either Party by electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement by such party.

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IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written by and on behalf of the Parties by their duly authorized signatories:

**[SUPPLIER NAME]**

Per: \_\_\_\_\_  
**[Name; Title]**

\_\_\_\_\_  
**[Name; Title]**

CITY OF VANCOUVER

Per: \_\_\_\_\_  
**[•]**

\_\_\_\_\_  
**[•]**

\_\_\_\_\_  
**[•]**

SCOPE OF GOODS AND SERVICES

*[The Scope of the Supplier's Supply, as finally negotiated and agreed, shall be clearly expressed in this Schedule A.]*



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PRICES FOR SUPPLY

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ITEMS TO BE PROVIDED BY THE CITY

The City will provide the following equipment for the successful Proponent to use in the performance of the Supply. The successful Proponent will be responsible for all costs related to the repair and maintenance of all equipment on site.

- a) 3 lock block bunkers;
- b) Weigh scale; and
- c) Office building including washroom.

The following equipment will be left behind by the existing site operator. It is up to the successful Proponent to determine whether these equipment will be used.

- a) 3 fabric canopies and trusses on top of the lock block bunkers in existing condition. It will be the sole responsibility of the contractor to replace these canopies at the end of their useful life;
- b) Lock block loading ramp; and
- c) Netting behind the loading ramp.

SPECIFIC DELIVERABLES

TIME SCHEDULE FOR SUPPLY

*[To describe the time for the completion of the Supply and any applicable milestones to be achieved by particular dates prior to the completion of the Supply.]*

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PREFERRED SUPPLIERS

None.

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PROJECT BUDGET

None.

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CITY POLICIES

1. The City's Supplier Code of Conduct referred to on page A-5 of the RFP.

KEY PROJECT PERSONNEL

*[To be included if applicable.]*



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SITE

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1.0 Definitions

Where used in the Form of Agreement including annexes, Part A - Information and Instructions, Part B - City Requirements and Items to be addressed in Proposals, Part C - Form of Proposal Letter, or Addenda (if any), or any other documents forming part of the Contract Documents, the following definitions shall apply:

“Alternate Proposal” means a Proposal that provides, among other things, and in addition to the processing and marketing of the minimum scope of materials as defined by the City Engineer in the Core Proposal, for the processing and marketing of additional materials as defined by the Proponent;

“Appendices” means the additional information that is supplied by a Proponent and is included with the Proponent’s Proposal;

“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 proposed and the Market Indicator value. This is shown in the equation in column E of the Schedule of Payment Matrices.

“City” means the City of Vancouver;

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

“Closing Time” means the time and date specified in the bottom row of the table in Section 2.1 of Part A;

“Collection Vehicle” means the vehicle operated by a Collector to collect Recyclable Materials from the City’s residential recycling programs and deliver those materials to the Receiving Facility. Some Collection Vehicles deliver Multi-Category Loads while others deliver Single-Category Loads;

“Collection Contractor” means the private Contractor(s) who is authorized by the City, under a separate collection contract(s), to collect Recyclable Materials from the City’s residential recycling programs and deliver those materials to the Receiving Facility;

“Collector” means the City and/or Collection Contractor;

“Contaminant” means the material delivered to the Contractor by a Collector for the purpose of recycling but is not included, by Contract definition, in the Recyclable Material Category in which it is delivered, but may be acceptable within tolerable limits as defined within each Recyclable Material Category;

“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 date on which the Contractor commences the Work, being the 22 day of April, 2013;

“Contract Documents” means: the executed Agreement between the City and the Contractor; the Performance Bond; the Request for Proposal; the Information and Instructions; the City

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Requirements and Items to be Addressed in Proposals, the Form of Proposal Letter; the Proposal, the Form of Agreement including all annexes; 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 Proponent who provides the processing and marketing services of the City’s Residential Recyclable Materials as set forth in the Contract Documents and to who Vancouver City Council awards the Contract;

“Core Proposal” means the Proposal that must be provided for the processing and marketing of a minimum scope of materials, as set forth in Schedule A - Pricing Sections 1.0 and 2.0;

“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 affecting a party other than the Contractor or its Subcontractors, including illegal work stoppages or slowdowns, or stop work orders issued by a court or public authority, including the City (provided 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 and expressly excludes strikes, lockouts or labour affiliations of the Contractors or their Subcontractors employees and any delay caused by the Contractor’s lack of funds, inability to find end markets 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](http://www.bankofcanada.ca). A copy of the January 2013 Exchange Rate is attached as Annex 10;

“Fixed Market Indicator Adjustor” means that value (negative or positive, but usually negative) per tonne proposed 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;

“Fixed Unit Value” means that value (negative or positive) per tonne proposed 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;

“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;

“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 Collection vehicle and delivered to the Receiving Facility by a Collector. A Multi-Category Load shall consist of three Loads (i.e.,

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an ONP Load, an MPP Load, and an MCO Load). A Single-Category Load shall consist of one Load;

“Market Indicator” means the value of the Official Board Markets Indicator as herein defined;

“MCO” means Mixed Containers shall consist of: (1) all colours of glass bottles and jars (with lids and labels of any material); (2) all ferrous and non-ferrous metal cans and tins; (3) aluminum foil and aluminum foil trays; and, (4) all rigid plastic containers (with lids and labels of any material) identified by the SPI Code #1 (Polyethylene Terephthalate or PET), SPI Code #2 (High Density Polyethylene or HDPE), SPI Code #4 (Low Density Polyethylene or LDPE), SPI Code #5 (Polypropylene or PP). Consideration should be given to the fact that MCO 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 five (5) minutes of Contractor staff time (working at a normal working pace) per Load. All MCO Loads (i.e., either Multi-Category or Single-Category MCO Loads) that require a clean-up period in excess of five (5) minutes to meet the above noted Prohibitive Material and Contaminant limits shall be downgraded to Mixed Loads;

“Mixed Load” means (1) that Load of Recyclable Materials dumped at the Receiving Facility by a Collector that contains any combination of No.8 Grade ONP or No.6 Grade ONP, MPP, and/or MCO mixed together due to a failure of the vehicle’s dumping mechanism or (2) that Load of Recyclable Materials dumped at the Receiving Facility by a Collector that contains Contaminants and/or Prohibitive Materials in excess of the tolerable limits as defined within the Contract Document;

“MPP” means mixed Paper Products shall consist of various qualities of paper stock including, but not limited to, the following: newspapers; corrugated cardboard; boxboard; paperboard; computer paper; white or coloured ledger paper; bond; kraft; flyers; junk mail; envelopes; magazines; catalogues; pizza boxes; paper egg cartons; paper rolls; paper bags; paper cards; paper gift wrap; telephone directories; books; gable top cartons including all milk and related products; 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 five (5) minutes of Contractor staff time (working at a normal working pace) per Load. All MPP Loads (i.e., either Multi-Category or Single-Category MPP Loads) that require a clean-up period in excess of five (5) minutes to meet the above noted Prohibitive Material and Contaminant limits shall be downgraded to Mixed Loads;

“Multi-Category Load” means that quantity of material delivered to the Receiving Facility by a Collector and consists of more than one Recyclable Material Category, which are separated by partitions within the Collection Vehicle. Multi-Category Loads shall typically consist of three Recyclable Material Categories: ONP; MPP; and MCO;

“No. 6 Grade ONP” means consists of loose 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 five (5) minutes of Contractor staff time (working at a normal working pace) per Load. A Multi-Category No. 6 Grade ONP Load

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that requires a clean-up period in excess of five (5) minutes to meet the above noted Prohibitive Material and Contaminant limits shall be downgraded to a Mixed Load. A Single-Category No. 6 Grade ONP Load that requires a clean-up period in excess of five (5) minutes to meet the above noted Prohibitive Material and Contaminant limits shall be downgraded to MPP, and the material specifications for MPP shall the apply;

“No. 8 Grade ONP” means consists of loose newspapers, fresh, relatively dry, not sunburned, and relatively free of magazines and paper other than 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 five (5) minutes of Contractor staff time (working at a normal working pace) per Load. All No. 8 Grade ONP Loads (i.e., either Multi-Category or Single-Category ONP Loads) that require a clean-up period in excess of five (5) minutes to meet the above noted Prohibitive Material and Contaminant limits shall be downgraded to No. 6 Grade ONP, and the material specifications for No. 6 Grade ONP shall then apply;

“Out Throw” means that material delivered to the Contractor by a Collector 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 subsequently must be disposed of;

“Payload” means the total weight, in kilograms, of Recyclable Materials carried by a Collection Vehicle;

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

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

“Official Board Markets Indicator” means that value per tonne (converted from US\$ per short ton to C\$ per metric tonne using the Exchange Rate as defined in this Annex 1 and the conversion factor of 1.1023 short tons per metric tonne) paid for “Mixed Paper (2)”, “ONP (6)” and “ONP (8)” in the “Pacific NW Region” for the month as printed in the trade publication entitled Pulp and Paper Week, under the title “PRICE WATCH: RECOVERED PAPER - Domestic”, which is published on a weekly basis by RISI Inc., 303 Second Street, Suite #900 South Tower, San Francisco, California 94107, Phone: 415-947-6000, Fax: 415-947-6040. 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 7, 2013 value is attached to this document as Annex 10. Proponents should note that although this publication is called Pulp and Paper Week and is published weekly (48 times per year), the Official Board Markets Indicator is published once a month and is a monthly indicator;

“Receiving Facility” means the City’s facility, located at 1198 East Kent Avenue South, Vancouver BC, for receiving Collection Vehicles and accepting and weighing their Loads or Recyclable Materials;

“Recyclable Material” means the three Recyclables Material Categories that will be collected and delivered to the Contractor under this Contract, as follows:

- a) ONP;
- b) MPP; and

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c) MCO;

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

“Single-Category Load” means that quantity of material delivered to the Receiving Facility by a Collector and consists of only one Recyclable Material Category;

“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;

“Throughput” means the material that is delivered to the Contractor by a Collector, or any other party, for the purpose of recycling and is accepted as Recyclable by the Contractor;

“Tonnes” means metric tonnes;

“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 receiving, processing, marketing, selling, and transporting or arranging to transport to market for the purpose of recycling or reuse the Recyclable Materials delivered to the Contractor by a Collector, and all other things necessary and incidental to the performance of these activities.

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.

## 2.0 Background of Residential Recycling In Vancouver

2.1 The City of Vancouver recycling program serves a population of approximately 600,000 and now recovers approximately 31,100 tonnes of recyclable materials annually.

- a) The City’s residential Blue Box Recycling Program has been operating city-wide since October 1990, and now services approximately 100,000 single-family, duplex, and secondary-suite residences. In 2012, the Blue Box Program recovered approximately 23,360 tonnes of Recyclable Materials.
- b) The City’s Apartment Recycling Program has been operating city-wide since mid-1999, and services approximately 163,000 units in approximately 5,000 buildings. In 2012, the Apartment Recycling Program recovered approximately 7,740 tonnes of recyclable materials.

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- 2.2 The City employs twenty two to twenty four (22-24) single person crews (members of the Canadian Union of Public Employees Local 1004) operating power assisted, side loading, Labrie/Mack collection vehicles. The City crews service Blue Box customers and approximately 60,000 apartment units (2,600 buildings). Each crew services approximately 900 homes per day and dumps at the Receiving Facility, on average, twice per day. Truck Payloads average 2 to 3 tonnes. The recycling truck bodies currently are divided into three (3) compartments: one for ONP (rear compartment), one for MPP (middle compartment), and one for MCO (front compartment).
- 2.3 The City-owned Receiving Facility is currently located at 1198 East Kent Avenue South, Vancouver, BC. The Receiving Facility will be licenced to the successful Proponent at a nominal fee for the term of the Contract. The Receiving Facility currently contains a truck weigh scale, site office, lock block bunkers, and loading ramp.
- 2.4 There are three (3) areas of the City where recycling collection is provided by a contractor (covering Vancouver's West End, Downtown, Mount Pleasant, Fairview, and a portion of Kitsilano communities). The number of vehicles and the collection schedule are established by the contractor. The current contractor responsible for serving these three areas is Waste Management of Canada Inc.
- 2.5 The City of Vancouver recycling programs currently collect materials in three (3) categories: Old Newspaper ("ONP"), Mixed Paper Products ("MPP"), and Mixed Containers ("MCO"). The MCO category includes glass bottles and jars, ferrous and non-ferrous metal cans and tins, aluminium trays and foil, and rigid plastic containers identified by SPI Code #1 (Polyethylene Terephthalate), SPI Code #2 (High Density Polyethylene), SPI Code #4 (Low Density Polyethylene), and SPI Code #5 (Polypropylene).
- 3.0 Scope of Work
- In general, the Contractor shall be required to provide the following basic services:
- a) receive, weigh, and grade the Recyclable Materials that are recovered from the City's residential recycling programs and delivered to the Contractor by a Collector;
  - b) enter into and comply with a Licence Agreement with the City, for a nominal fee, for use of the Receiving Facility property;
  - c) operate and maintain the Receiving Facility in accordance with the requirements of the Contract Documents and the Licence Agreement for the Receiving Facility;
  - d) transfer the Recyclable Materials from the Receiving Facility to an approved processing and marketing facility within twenty-four (24) hours of receiving the Recyclable Materials;
  - e) conduct all storage, processing and marketing of the Recyclable Materials;
  - f) accurately report on all Recyclable Materials received, processed and marketed;
  - g) ensure that all unsanitary, unsafe, and unsightly conditions in the areas of the Receiving Facility and surrounding property are eliminated; and
  - h) provide or make provision for all administrative and office supplies and equipment necessary to support the Contractor's operation including without limitation, telephones, office equipment and furniture, and office supplies and stationary and all

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maintenance supplies and equipment, including cleaning supplies and hand tools as are necessary for the normal operation and maintenance of the Receiving Facility.

In its Proposal the Proponent should address each element of the Requirements and state its experience and abilities and the resources to be committed to accomplish the work of the Supply.

Additionally, the successful Proponent will perform the Supply according to the Agreement and the following special conditions and operating specifications.

**4.0 Duration of Agreement**

The Agreement and License Agreement term shall be 13 months beginning on the Effective Date and ending on May 18, 2014, with two possible one-year extensions, or extensions on a month to month basis, for a maximum total term of approximately three years. The successful Proponent will commence operation of the City's Recycling Facility on April 22, 2013. The arrangement to renew the Agreement and License Agreement for an additional twelve (12) month term or month to month term shall be established, in writing, by no later than one hundred and twenty (120) days prior to the expiration of the original twelve (12) month term.

**5.0 Unit Price**

This will be a unit price contract. Payment shall be made on the basis of the Calculated Unit Proposal Value for each category for the month, as set forth in this Section, and on the weight of each category accepted in the month, as set forth in Section 11.0 of this Annex 1 (Payment Process and Weight Calculations).

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. The Fixed Market Indicator Adjustor values for No.6 Grade ONP, No.8 Grade ONP and MPP shall remain unchanged for the duration of the Contract.

The Calculated Unit Proposal Value for each category for the month shall be determined according to the equation in column "E" of the schedule of Payment Matrix using both the Fixed Market Indicator Adjustor Value proposed for that category in column "C" and the monthly value of the Market Indicator for that category or, if applicable, the Fixed Unit Value proposed for that category in column "D", as set forth in Section 6.0 (Market Indicator Values), and as calculated and submitted by the Proponent and as verified by the City Engineer.

**6.0 Market Indicator Values**

The Market Indicator value for No. 6 Grade ONP, No. 8 Grade ONP and MPP is determined monthly and is the value for the Official Board Markets Indicator, as defined in Section 1.0 - Definitions of this Annex 1.

If either of these indicators cease to be published or released, or if either 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.



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There are no Market Indicators for MCO or Mixed Loads as the Calculated Unit Proposal Values for these items are equal to the Fixed Unit Values for these items.

## 7.0 Weighing and Grading

The successful Proponent shall be responsible for the operation, maintenance and repair of the Receiving Facility weigh scale. The weigh scale must be maintained in good condition and must be certified for trade by Measurement Canada. The successful Proponent shall be responsible for maintaining the accuracy of the weigh scale and complying with the Canadian Weights and Measures Act and Regulations. The successful Proponent shall have weigh scale calibration checks performed at regular intervals, not less than twice per year, by Measurement Canada accredited organizations. The successful Proponent shall provide a copy of each weigh scale calibration check to the City Engineer with the quarterly certificate. The successful Proponent shall ensure that all staff operating the weigh scale are trained to operate the scale correctly and accurately. In the event of a weigh scale malfunction or failure, the successful Proponent shall be responsible for all costs associated to continue to carry out the Supply.

Upon entering the Receiving Facility, a Collection Vehicle will drive onto the weigh scale to determine its Payload. (Note: the City Engineer will provide the successful Proponent with the tare weights of each Collection Vehicle at the beginning of the Contract). Collection Vehicles will only be weighed once (i.e., upon entering the Receiving Facility), unless a split-weighing is required, as set forth in Section 8.0 of this Annex 1. The weigh master shall provide a copy of the weigh ticket to the collection vehicle operator at the time of each weighing, except in the event of a disagreement between the weigh master and the collection vehicle operator as set forth in this Section. A sample Weight Scale Ticket template is shown in Annex 9.

Every Load shall be graded, and indicated on the weigh ticket, as a “standard” Load or a “non-standard” Load. A Load shall be considered to be a “standard” Load unless indicated otherwise by the weigh master on all copies of the weigh ticket and initialled by the weigh master and the collection vehicle operator on all copies of the weigh ticket, except in the event of a disagreement between the weigh master and the collection vehicle operator as set forth in this Section. The collection vehicle operator shall not be required to initial weigh tickets for “standard” Loads.

A “standard” Load shall be considered to be a Multi-Category or a Single-Category Load accepted, without downgrade, pursuant to the material specifications of the Contract. Four (4) different types of “standard” Loads shall be delivered to the successful Proponent, as follows:

- (1) “standard” Multi-Category Load (i.e., a Load that included No. 8 Grade ONP, MPP, and MCO).
- (2) “standard” Single-Category No. 8 Grade ONP Load;
- (3) “standard” Single-Category MPP Load; and
- (4) “standard” Single-Category MCO Load.

A “non-standard” Load shall be considered to be a Multi-Category or a Single-Category Load that has been downgraded pursuant to the material specifications of the Contract. Five (5) different types of “non-standard” Loads could be delivered to the successful Proponent, as follows:

- (1) “non-standard” Multi-Category Load (i.e., a Load that included No. 6 Grade ONP, MPP, and MCO).

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- (2) “non-standard” Multi-Category Mixed Load;
- (3) “non-standard” Single-Category No. 6 Grade ONP Load;
- (4) “non-standard” Single-Category MPP Load; and
- (5) “non-standard” Single-Category Mixed Load.

The following table outlines the potential downgrades and the various reasons for each downgrade.

Initial Grading (Upon off-loading of Recyclable Materials)	Potential Downgrade	Reason for Downgrade
“standard” multi-category load	“non-standard” multi-category load	No. 8 Grade ONP Prohibitive Material and/or Contaminant limits exceeded.
“standard” multi-category load	“non-standard” multi-category mixed load	<ul style="list-style-type: none"> <li>• bulkhead failure; or</li> <li>• No. 6 Grade ONP Prohibitive Materials and/or Contaminant limits exceeded; and/or,</li> <li>• MPP Prohibitive Materials and/or Contaminant limits exceeded; and/or,</li> <li>• MCO Prohibitive Materials and/or Contaminant limits exceeded.</li> </ul>
“standard” single-category No. 8 Grade ONP load	“non-standard” single-category No. 6 Grade ONP load	No. 8 Grade ONP Prohibitive Materials and/or Contaminant limits exceeded.
“standard” single-category No. 8 Grade ONP load	“non-standard” single-category MPP load	No. 6 Grade ONP Prohibitive Materials and/or Contaminant limits exceeded.
“standard” single-category No. 8 Grade ONP load	“non-standard” single-category mixed load	No. 6 Grade ONP and MPP Prohibitive Materials and/or Contaminant limits exceeded.
“standard” single-category MPP load	“non-standard” single-category mixed load	MPP Prohibitive Materials and/or Contaminant limits exceeded.
“standard” single-category MCO load	“non-standard” single-category mixed load	MCO Prohibitive Materials and/or Contaminant limits exceeded.

In the event of a disagreement between the weigh master and the collection vehicle operator as to the grade of the Load, each Recyclable Material Category of the Load in question shall be pushed to a separate area of the receiving facility, and the City Engineer shall be called to attend the site at the City Engineer’s earliest convenience. The collection vehicle operator will not initial the weigh ticket and will not take a copy of the weigh ticket. The City Engineer shall attend the site, examine the Load in question, and determine the grade of the Load. The City Engineer will note the grade of the Load on each copy of the weigh ticket, will initial all copies of the weigh ticket, and will take the collection vehicle operator’s copy of the weigh ticket. The City Engineer shall be sole judge as to the grade of the Load and the City Engineer’s determination of the grade of the Load shall be final and binding. (Note: Only those Recyclable Material Categories that have been pushed aside, by the successful Proponent, for the City Engineer’s viewing will be considered by the City Engineer for grading; Recyclable

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Material Categories that have not been set aside, by the successful Proponent, for viewing by the City Engineer will be graded as a “standard” Load, regardless of Prohibitive Material and/or Contamination levels).

#### 8.0 Split-Weighing

The total weight (i.e., the Payload) of materials for each delivered load shall be determined by the successful Proponent in all cases.

Further, certain Multi-Category Loads, in addition to having their total weight determined by the successful Proponent, shall also have the individual weight of “newspapers”, MPP, and MCO determined by the successful Proponent according to the following split-weight criteria:

- a) The successful Proponent shall have the individual weight of “newspapers”, MPP, and MCO in Multi-Category Loads from Collection Vehicles determined by weighing the Collection Vehicle four (4) times. Truck tare weight records must not be used for split-weight calculations.
- b) The successful Proponent shall have the individual weight of “newspapers”, MPP, and MCO in Multi-Category Loads from City Collection Vehicles determined for a minimum of twenty-five (25) Loads per calendar month and a maximum of thirty (30) Loads per calendar month.
- c) The successful Proponent shall have the individual weight of “newspapers”, MPP, and MCO in Multi-Category Loads from Contractor Collection Vehicles determined for a minimum of fifteen (15) Loads per calendar month and a maximum of twenty (20) Loads per calendar month.
- d) The successful Proponent shall have the individual weight of “newspapers”, MPP, and MCO in a Multi-Category Load determined a minimum of one (1) time per month for each City Collection Vehicle and a minimum of one (1) time per month for each Contractor Collection Vehicle in service, up to a maximum of two (2) times per month for each City Collection Vehicle and up to a maximum of four (4) times per month for each Contractor Collection Vehicle.
- e) The successful Proponent shall have the individual weight of “newspapers”, MPP and MCO in a Multi-Category Load determined for no more than six (6) Loads per day.
- f) Loads graded as “*non-standard*” *Multi-Category Mixed Loads* shall not be included in this split-weighting criteria.

The City Engineer reserves the right to cancel the above split-weighting criteria at any time and supersede it with a revised split-weighting criteria. The successful Proponent shall adopt the revised split-weighting criteria within one (1) working day of being so advised by the City Engineer.

#### 9.0 Weigh Scale Ticket Summary

The successful Proponent shall be responsible for submitting to the City Engineer (in a form acceptable to the City Engineer) by the fifteenth (15th) day of the following month a Weigh Scale Ticket Summary for each category received from the City’s residential recycling programs in the previous month with an accompanying table which includes, but is not limited to, each Load delivered, organized by date and listing the truck number, the weigh ticket number, and the Payload. Further, each Load must be graded, and shown in the Weigh Scale Ticket Summary, as one of the four types of “standard” Loads or one of the five types of “non-

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standard” Loads, as set forth in Section 7 “Weighing and Grading”. Originals of all weigh tickets must be retained by the successful Proponent for the duration of the Contract and must be made available to the City Engineer within two (2) working days of time of request.

A sample Weigh Scale Ticket Summary template is shown in Annex 9.

#### 10.0 Split-Weighing Summary

The successful Proponent shall also be responsible for submitting to the City Engineer (in a form acceptable to the City Engineer) by the fifteenth (15th) day of the following month a Split-Weighing Summary for each Load in the previous month in which a split-weighing was weighed as set forth in Section 8 “Split-Weighing” of this Annex 1, organized by date and listing truck number, the weigh ticket number, and the weight, in kilograms, of “newspapers”, MPP, and MCO. Loads graded as “non-standard” multi-category mixed Loads shall not be included in the Individual Category Weight Summary.

The successful Proponent shall add the weights of each of “newspapers”, MPP, and MCO recorded in the Individual Category Weight Summary and shall calculate the relative percentage of weight for “newspapers”, MPP, and MCO, accurate to two (2) decimal places.

Originals of all the weigh tickets for Loads for which the weights of the individual categories were measured must be retained by the successful Proponent for the duration of the Contract and must be made available to the City Engineer within two (2) working days of time of request.

A sample Split-Weighing Summary template is shown in Annex 9.

#### 11.0 Payment Process and Weight Calculations

Payment shall be made following the end of each month on the basis of the Calculated Unit Proposal Values for each category in the month, as set forth in Section 5.0 of this Annex 1, and on the weight of each category accepted in the month as set forth in this Section.

For each category, payment due shall be the product of the Calculated Unit Proposal Value for the category for the month, as set forth in Section 5.0 of this Annex 1, and the individual weight of the category for the month, as set forth in this Section, as calculated by the successful Proponent and as verified by the City Engineer.

Total payment due each month shall be the sum of the payment due for each category, as calculated by the successful Proponent and as verified by the City Engineer.

The monthly individual weight of Mixed Loads shall be the sum of all “*non-standard*” *multi-category mixed loads* in the Weigh Scale Ticket Summary, as set forth in Section 9.0, as calculated by the successful Proponent and as verified by the City Engineer.

The monthly individual weights of No. 8 Grade ONP, No. 6 Grade ONP, MPP, and MCO shall be determined by the following steps, as calculated by the successful Proponent and as verified by the City Engineer:

Step 1: Add the sum of all “*standard*” *multi-category loads* to the sum of all “*non-standard*” *multi-category No. 6 Grade ONP loads*.

Step 2: Multiply the weight obtained in Step 1 by the relative percentage of weight for each of MPP and MCO in the month, as determined and set forth in Section SW.9 (This calculation provides the weights for MPP and MCO from multi-category delivered Loads only).

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Step 3: The total weight of MCO shall be determined by adding the weight of MCO calculated in Step 2 to the sum of all *“standard” single-category MCO loads*.

Step 4: The total weight of MPP shall be determined by adding the weight of MPP calculated in Step 2 to the sum of all *“standard” single-category MPP loads* and the sum of all *“non-standard” single-category MPP loads*.

Step 5: Multiply the sum of all *“standard” multi-category loads* by relative percentage of weight for “old newspapers” in the month, as determined and set forth in Section 10.0 (this calculation provides the weight for No. 8 grade ONP from multi-category delivered Loads only).

Step 6: The total weight of No. 8 Grade ONP shall be determined by adding the weight of No. 8 Grade ONP calculated in Step 5 to the sum of all *“standard” single-category No. 8 Grade ONP loads*.

Step 7: Multiply the sum of all *“non-standard” multi-category loads* by the relative percentage of weight for “newspapers” in the month, as determined and set forth in Section 10.0 (this calculation provides the weight for No. 6 Grade ONP from multi-category delivered Loads only).

Step 8: The total weight of No. 6 Grade ONP shall be determined by adding the weight of No. 6 Grade ONP calculated in Step 7 to the sum of all *“non-standard” single-category No. 6 Grade ONP loads*.

The successful Proponent shall be responsible for submitting to the City Engineer (in a form acceptable to the City Engineer) by the fifteenth (15th) day of the following month a Payment Summary, which includes, but is not limited to, the details of the above weight calculations for each category, the Exchange Rate for the month, and OBM Indicator values, and the Calculated Unit Proposal Value for each category for the month. The City Engineer shall verify the accuracy of all calculations and, in case of discrepancies; the City Engineer’s determination of the calculations shall supersede the successful Proponent’s determination of the calculations and shall be final and binding. A sample monthly Payment Summary template is shown in Annex 9.

If all conditions are met to the satisfaction of the City Engineer and payment is due to the successful Proponent, the City will submit payment to the successful Proponent within thirty (30) days after receiving the Weigh Scale Ticket Summary, Split-Weighing Summary and the Payment Summary from the successful Proponent. If payment is due to the City, the successful Proponent shall submit the payment to the City within thirty (30) days after the end of the month for which payment is due.

Payment cheques shall be made out to City of Vancouver.

Payments and invoices must be addressed to:

Solid Waste Management Branch  
City of Vancouver, Engineering Services  
Suite 320 - 507 W. Broadway  
Vancouver BC V5Z 0B4

The successful Proponent bears the sole responsibility of ensuring that the payment or invoice is delivered to the Solid Waste Management Branch.

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**12.0 Late Payment by Successful Proponent**

Should the successful Proponent 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.

**13.0 Quarterly End-Market and Operating Inventory Certificate**

The successful Proponent shall also be responsible for submitting to the City Engineer on the thirtieth (30th) day following the end of each quarter a certificate containing the details of each material marketed that quarter including the name, address, and telephone number of the buyer, the location of the receiving plant, the specifications and quantity of the materials shipped, and the date of shipment. The certificate must contain a complete listing of the successful Proponent's operating inventories of City materials at the date of certificate issuance.

Included in this certificate, the successful Proponent shall also report the tonnage of material processed each month for each material marketed, the total Residual tonnage that the successful Proponent disposed of for each Recyclable Materials Category for each month during the quarter, and results of residual tests as set forth in Section 21.0 - Residual Tests of this Annex 1.

A sample Quarterly Certificate template is shown in Annex 9.

**14.0 Mobilization**

The successful Proponent shall be responsible for mobilizing all equipment, labour and material that are necessary to perform the Work of this Contract prior to the Contract Date, in accordance with the approved mobilization schedule. Consequently, within seven (7) calendar days of being awarded the contract, the successful Proponent shall submit a mobilization schedule to the City Engineer for acceptance.

**15.0 Operating Hours**

Unless approved otherwise, in writing, by the City Engineer, the Receiving Facility must be open, at a minimum, 6:30 a.m. to 5:30 p.m. every day that City Collection or Contractor Collection is scheduled. See Annexes 4 - 6 for current City and Contractor Recycling collection schedules.

The Proponent must be willing and able to accommodate periodic overtime and irregular hours, as required by the City Engineer in his sole discretion, without extra cost to the City.

Special arrangements may be required to ensure that Collection Vehicles have access to the Receiving Facility on Weekends and Statutory Holidays, as required by the City Engineer in his sole discretion, without extra cost to the City.

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16.0 Operation of Receiving Facility

The successful Proponent shall operate and maintain the Receiving Facility at its sole cost and expense to the satisfaction of the City Engineer. Without limiting the generality of the foregoing, the successful Proponent shall:

- a) ensure that all Recyclable Materials, debris, and/or garbage are contained within the perimeter of the site;
- b) patrol the site daily and ensure any blown Recyclable Materials, debris, and/or garbage located within a 60 meter radius beyond the property line shall be collected and disposed of at the successful Proponent's expense;
- c) maintain the Receiving Facility in a clean, sanitary, quiet, and orderly manner at all times and in compliance with all applicable regulations, permits, licenses, laws, and to the satisfaction of the City Engineer;
- d) transfer all Recyclable Materials from the Receiving Facility to an approved processing and marketing facility within twenty-four (24) hours of receiving the Recyclable Materials;
- e) remove all material from the MCO bunker before closing the site each day, or take appropriate actions to the satisfaction of the City Engineer, to prevent animal infestations and to prevent scavenging of MCO at the Receiving Facility;
- f) prohibit smoking at the Receiving Facility;
- g) use a loader at the Receiving Facility only if the bucket is protected with a teflon or rubber tip;
- h) maintain all site improvements including, but not limited to, the office building, washroom, lock block bunkers and fabric canopies, yard lighting, landscaping, gate, and perimeter fence all to the satisfaction of the City Engineer;
- i) promptly repair any damage to the Receiving Facility caused by day-to-day operations, vandalism, storm, fire or otherwise, to the satisfaction of the City Engineer;
- j) preserve, maintain, and renew all landscaping to the satisfaction of the City Engineer;
- k) ensure trees and vegetation are trimmed and maintained to prevent damage to the perimeter fence;
- l) provide weigh scale maintenance, inspection, testing, calibration and certification as set forth in section 7.0 Weighing and Grading of this Annex 1;
- m) provide a sufficient number of employees at the Receiving Facility to adequately operate and maintain the Receiving Facility in accordance with the Contract documents;
- n) keep Receiving Facility yard lights on daily from dusk to dawn at a minimum;
- o) maintain site security to the satisfaction of the City Engineer; and
- p) provide and pay for all hydro and telephone service to the site and all such equipment and services required to operate the Receiving Facility pursuant to this Contract.

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The successful Proponent shall report any damage to the Receiving Facility immediately to the City Engineer.

Unless approved otherwise, in writing, by the City Engineer, the Receiving Facility shall be operated exclusively for receiving Recyclable Materials that have been collected and delivered by the City and City authorized collection collectors.

**17.0 Turn-Around Time**

Collection vehicles shall not be detained waiting to enter, weighing in, unloading at, weighing out, and leaving the Receiving Facility for a total period exceeding fifteen (15) minutes per vehicle.

**18.0 Processing and Marketing**

It is the sole responsibility of the successful Proponent 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. The successful Proponent shall prioritize local markets for the sale or end use of Recyclable Materials.

**19.0 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.

The successful Proponent must provide details of all markets for all materials as set forth in Section 13.0 of this Annex 1 or 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 successful Proponent by contacting the Recycling Plant(s) directly and obtaining the records of materials delivered to the Recycling Plant(s) by the successful Proponent. If the City Engineer is of the opinion that the records of the successful Proponent and those of the Recycling Plant(s) do not agree, the Contract may be cancelled at the option of the City Engineer.

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

**20.0 Residuals Management**

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

**21.0 Residual Tests**

If residuals exceed 5% of total input weight on a monthly basis, at least once per quarter, the successful Proponent will perform a Residual test, whereby the Residual and Recyclable Materials generated from each Recyclable Materials Category shall be separately weighed. For each Residual test, the successful Proponent will submit a report with the Quarterly Certificate that describes the make-up of the Residual for each Recyclable Materials Category.

The successful Proponent will be required to maintain a record of the monthly Residuals and quarterly Residuals tests to the City as set forth in Section 13.0 - Quarterly End-Market and Operating Inventory Certificate of this Annex 1.



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**22.0 Operating Inventories**

The successful Proponent must provide a complete listing of operating inventories of City materials within seven (7) calendar days of being requested to do so by the City Engineer.

Total operating inventories of City materials in any given month shall be limited to two (2) times the weight for each category delivered in the previous month, and shall include all City materials stored at the Receiving Facility, the processing plant, and any other site owned, leased or otherwise controlled by the successful Proponent, but shall not include materials held in freighters or in the inventories of buyers after sale.

If inventory levels exceed the specified amount and the City Engineer is of the opinion that all possible actions are not being taken by the successful Proponent to market the material or that the successful Proponent's processing methods have led to the material being unmarketable, the Contract may be canceled at the option of the City Engineer.

**23.0 Reports**

The successful Proponent shall submit to the City, in accordance with the Contract Documents, monthly and quarterly reports, which have been produced in a format that is acceptable to the City Engineer.

**24.0 Contingency Plan**

Within three (3) months of the Effective Date of the Agreement, the successful Proponent shall provide the City with a contingency plan for the successful Proponent to continue to carry out the Work in the event of any incident that would result in damage or closure to the Receiving Facility. The successful Proponent shall be responsible for all costs associated with continuing to carry out the Work.

**25.0 Wind Blown Litter**

The successful Proponent shall monitor wind conditions and adjust or suspend the successful Proponent's operations as necessary to control and eliminate wind blown litter from the Receiving Facility.

It is the sole responsibility of the successful Proponent to ensure all Recyclable Materials, debris and/or garbage is contained within the perimeter of the Receiving Facility. The successful Proponent shall be deemed to have failed in the performance of the Work if Recyclable Materials, debris and/or garbage escape the Receiving Facility. Any Recyclable Materials, debris and/or garbage that escape the Receiving Facility shall be immediately collected and disposed of at the successful Proponent's expense. The successful Proponent shall implement mechanisms or procedures that will prevent a repeat of a failure to contain Recyclable Materials, debris and/or garbage within the perimeter of the Receiving Facility.

If the successful Proponent fails to rectify any of the above noted items after being given 24 hour's notice by the City, the City shall take such measures as are appropriate to remedy the situation with all associated costs being the responsibility of the successful Proponent.

**CERTIFICATE OF EXISTING INSURANCE  
 TO BE COMPLETED AND APPENDED TO THE PROPOSAL/TENDER**

Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12<sup>th</sup> Avenue, Vancouver, BC, V5Y 1V4  
*and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect.*

2. **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 DOING BUSINESS AS**

**BUSINESS ADDRESS**

**DESCRIPTION OF OPERATION**

3. **PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)**

INSURER _____	<b>Insured Values (Replacement Cost) -</b>
TYPE OF COVERAGE _____	Building and Tenants' Improvements \$ _____
POLICY NUMBER _____	Contents and Equipment \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**

Including the following extensions:	INSURER _____
√ Personal Injury	POLICY NUMBER _____
√ Property Damage including Loss of Use	POLICY PERIOD From _____ to _____
√ Products and Completed Operations	<b>Limits of Liability (Bodily Injury and Property Damage Inclusive) -</b>
√ Cross Liability or Severability of Interest	Per Occurrence \$ _____
√ Employees as Additional Insureds	Aggregate \$ _____
√ Blanket Contractual Liability	All Risk Tenants' Legal Liability \$ _____
√ Non-Owned Auto Liability	Deductible Per Occurrence \$ _____

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles

INSURER _____	<b>Limits of Liability -</b>
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** **Limits of Liability (Bodily Injury and Property Damage Inclusive) -**

INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Self-Insured Retention \$ _____

7. **PROFESSIONAL LIABILITY INSURANCE**

INSURER _____	<b>Limits of Liability</b>
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 _____	<b>Limits of Liability</b>
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____
TYPE OF INSURANCE _____	<b>Limits of Liability</b>
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**

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ANNEX 3 - RECYCLING RECEIVING YARD LICENSE AGREEMENT

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FORM OF LICENCE AGREEMENT

THIS LICENSE AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 2013

BETWEEN:

CITY OF VANCOUVER, a municipal corporation with offices at  
453 West 12<sup>th</sup> Avenue, in the City of Vancouver, Province of  
British Columbia, V5Y 1V4

(hereinafter called the "Licensor")

OF THE FIRST PART

AND:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter called the "Licensee")

OF THE SECOND PART

Premises:

Those portions of  
Lot O (Reference Plan 2533) except: part on plan LMP53266;  
District Lot 327  
Group 1  
New Westminster District  
Plan 3402  
that are shown outlined in bold black on the plan attached  
hereto as Schedule A

Term:

Twelve (12) months only subject to earlier termination or renewal as herein provided.

License Fee:

ONE DOLLAR (\$1) of lawful money of Canada for the term of the contract.

WHEREAS THE Licensor is the owner of all and singular those lands and premises situate in the  
City of Vancouver, in the Province of British Columbia which are better known and described  
as:

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Those portions of  
Lot O (Reference Plan 2533) except: part on plan LMP53266  
District Lot 327  
Group 1  
New Westminster District  
Plan 3402

that are shown outlined in bold black on the plan attached hereto as Schedule A which lands and premises are herein called the "premises";

AND WHEREAS the Licensee has requested that the Licensor license the premises unto the Licensee;

NOW THIS INDENTURE WITNESSES THAT in consideration of the license fees, covenants and agreements hereinafter reserved and contained on the part of the Licensee to be paid, observed and performed, the Licensor by these presents does license the premises unto the Licensee and the Licensee does hereby take a license of the premises upon and subject to the conditions set out hereunder;

#### ARTICLE I

##### Section 1.01 Term

In consideration of the license fees, covenants and conditions herein on the part of the Licensee to be performed and observed, the Licensor hereby grants a license of the premises to the Licensee for a term of twelve (12) months from \_\_\_\_\_, 2013 to \_\_\_\_\_, 2014, subject to earlier termination or renewal as herein provided; PROVIDED THAT this license shall automatically be renewed along with any renewal of the Residential Recyclable Materials Contract between the Licensee and the Licensor.

##### Section 1.02 License Fee

Yielding and paying therefor a license fee in the sum of ONE DOLLAR (\$1.00) of lawful money of Canada for the term of the contract. Such license fee shall be paid on the first day of the term hereof and during any extension, without deduction, abatement or set off for any reason.

##### Section 1.03 Utilities

All charges, rates and levies on account of utilities including electricity, garbage collection, telephone and all other expenses and outgoings incurred by the Licensee in its operation shall be wholly on the account of the Licensee.

##### Section 1.04 Use of Premises

The Licensee shall only use the premises for receiving recyclable materials that have been collected and delivered by the City and City authorized collection collectors. The Licensee shall not suffer the premises to be used for any other purpose without the written consent of the Licensor first had and obtained.

##### Section 1.05 Site Access

The Licensor shall for itself and its employees and Contractors, at all times have free and adequate access to the site for the purposes of inspection and carrying out its obligations hereunder.

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Section 1.06 Stipulate Access Area

The Licensor shall have the right to stipulate permitted areas of access to the site and areas where access shall not be permitted.

ARTICLE II

Section 2.01 No Warranties

The Licensee agrees that the Licensor has made no representations or warranties as to the state of repair of the premises or the suitability of the premises for any business, activity or purpose whatever. The Licensee shall perform a site inspection and hereby agrees to take the premises "as is".

Section 2.02 No Damage

The Licensee shall not suffer, cause nor permit any damage or injury to the premises.

Section 2.03 Snow off Sidewalks

The Licensee covenants that it will keep adjacent sidewalks clear of snow and ice to comply with the requirements of the Street and Traffic By-law of the City of Vancouver and that it will indemnify and save harmless the Licensor from all costs, loss, damages, compensation and expenses suffered by the Licensor and sustained or caused by the Licensee's failure to remove snow and ice from the sidewalks. PROVIDED THAT if the Licensee does not remove snow and ice as required by the Street and Traffic By-law, the Licensor may clear the sidewalks and the cost of such removal shall be paid by the Licensee as an additional license fee.

Section 2.04 Landscaping

The Licensee shall preserve and maintain and renew all landscaping to the standard of the licensor and the licensor acting reasonably shall have full, free and uninterrupted access over the premises and free use of water for all landscaping and watering purposes.

Section 2.05 Maintenance

The Licensee shall maintain the premises and all improvements in a sanitary, neat, tidy and safe condition and free from nuisance at all times. In addition, the Licensee shall keep all drains and ditches open and free from obstruction and in good running order at all times.

Section 2.06 Repairs

The Licensee shall keep and maintain the premises and all improvements in good repair as would a reasonable and prudent owner of such premises and the Licensor shall have access to the premises for purpose of inspection during normal business hours and the Licensee shall repair according to notice. If the Licensee shall fail promptly to commence repairs and diligently prosecute same to completion after receipt of notice from the Licensor requiring repairs, then the Licensor may carry out or cause to be carried out such repairs, the costs of which shall be payable by the Licensee as an additional license fee and the Licensor and its servants, agents, Contractors and subcontractors shall not be liable to the Licensee for any inconvenience, annoyance, disruption, loss of income or liability suffered or incurred by the Licensee by reason of the Licensor effecting such repairs.

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ARTICLE III

Section 3.01 Indemnification

The Licensee shall indemnify and save harmless the Licensor and its servants and agents from all costs, losses, damages, builders' liens, compensation and expenses of any nature whatever relating to or arising from the Licensee's occupation or possession of the premises and from all actions, claims, demands, suits and judgements against the Licensor or its servants or agents on account of injury or death occurring in or about the premises and damage to or loss of property occurring in or about the premises or relating to or arising from or during the Licensee's occupation or possession of the premises (including claims under the *Occupiers Liability Act*) PROVIDED HOWEVER the Licensee's covenant to indemnify and save harmless the Licensor and its servants and agents shall not apply if or to the extent that the loss, damage, injury or death is caused by negligence on the part of the Licensor, its servants or agents.

Section 3.02 Comprehensive General Liability Insurance

At all times during the term the Licensee at its own expense shall maintain with one or more companies duly authorized to carry on business in the Province of British Columbia comprehensive general liability insurance. The policy shall name the Licensee, the Licensor and their servants and agents as insureds thereunder and shall indemnify and protect the Licensee, the Licensor and their servants and agents against all claims for any loss, damage, injury or death to any person or persons and for damage to any public or private property occurring within or about the premises or arising by virtue of the Licensee's occupation or possession of the premises. The policy shall insure the Licensee, the Licensor and their servants and agents in the same manner and to the same extent as if separate policies had been issued to each and shall apply with respect to any action brought against one party by the other or by any servant or agent of one party. The limit of such insurance shall not be less than FIVE MILLION DOLLARS (\$5,000,000) for loss, damage, injury or death arising out of any one (1) occurrence, or such higher limit of coverage as the Licensor's Manager of Risk Management may reasonably require from time to time and the policy shall not provide for a limit of deductibility greater than TWO THOUSAND DOLLARS (\$2,000) or such other minimum limit as the Licensor's Manager of Risk Management may sanction from time to time. The Licensee will deliver to the Licensor the original or a certified copy of the insurance policy in force for the time being as well as receipts or other satisfactory proof showing that the premiums thereon have been paid. Although not required to do so, if the Licensee fails to adduce satisfactory proof of such coverage being in full force and effect at all times, the Licensor may secure such insurance and the Licensee shall pay the cost of same as an additional license fee.

ARTICLE IV

Section 4.01 Assignment

The Licensee shall not in whole or in part assign this license without the written consent of the Licensor, which consent the Licensor may arbitrarily withhold.

Section 4.02 Sublicensing

The Licensee shall not sublicense, set over or otherwise part with possession of the premises or any part thereof or let any third party into possession of the premises or any part thereof without the written consent of the Licensor which consent the Licensor may arbitrarily withhold.

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ARTICLE V

Section 5.01 Bankruptcy

If the term hereby granted is at any time seized or taken in execution by any creditor of the Licensee, or if the Licensee makes a general assignment for the benefit of a creditor, or if the Licensee institutes proceedings to have the Licensee adjudicated as bankrupt or insolvent, or if the Licensee becomes the subject of bankruptcy or insolvency proceedings, or if a judgement, decree or order be entered by a court of competent jurisdiction adjudging the Licensee bankrupt or insolvent, or if the Licensee is unable to meet all debts as they fall due for a period of not less than three (3) months, or if the Licensee or its directors shall pass any resolution authorizing the dissolution or winding-up of the Licensee, or if a receiver, interim receiver, manager, receiver-manager, trustee or liquidator of all or any part of the Licensee's property shall be appointed or applied for by the Licensee or by one or more of the Licensee's creditors, then the Licensor shall be so notified and at the option of the Licensor the term hereby granted is subject to termination forthwith. If the Licensee becomes defunct or amalgamates with any other body without obtaining the prior written consent of the Licensor or if a committee is appointed under the Patients' Property Act to lawfully deal with the Licensee's estate then at the option of the Licensor the term hereby granted shall forthwith terminate. If the Licensee surrenders up its certificate of incorporation or otherwise ceases to exist the term hereby granted terminates as of such surrender or dissolution. If the Licensee is a natural person, at any time after the Licensee's death the Licensor may terminate the term hereby granted upon sixty (60) calendar days' notice to any estate executor or administrator.

Section 5.02 Termination of Residential Recyclable Materials Contract

Notwithstanding anything to the contrary in this or any other agreement:

- (a) the Licensor may terminate this license immediately upon giving written notice to the Licensee if the Licensee is at any time in breach of the Residential Recyclable Materials Contract entered into between the Licensor and Licensee; and
- (b) termination of the Residential Recyclable Materials Contract entered into between the Licensor and Licensee shall *ipso facto* terminate this license agreement.

ARTICLE VI

Section 6.01 Laws and By-laws

The Licensee covenants to promptly and faithfully observe and comply with all laws, by-laws and lawful orders which touch and concern the premises or the Licensee's activities within the premises, even if such by-laws, by their terms, apply to the Licensor. It shall be the obligation of the Licensor to obtain a development permit authorizing the uses permitted by this license.

Section 6.02 Performance of Covenants

The Licensee covenants with the Licensor to faithfully and promptly pay the license fees and perform and observe its covenants herein.

Section 6.03 No Registration of License

This license shall not be registered in the Land Title Office.

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Section 6.04 Improvements

The Licensee shall not, without the prior written consent of the Licensor, which may be arbitrarily withheld, suffer to be built or placed on the premises any embankment, fill, buildings or structures save for those built or placed by the Licensor.

ARTICLE VII

Section 7.01 Breach of Covenants

If the Licensee defaults in performing or observing any of the provisions in this license other than those requiring payment of money to the Licensor and such default continues for a period of thirty (30) calendar days after notice thereof to the Licensee, except for a default which to be cured with all due diligence would require a longer period, then after such longer period, or if the Licensee fails to proceed promptly after the service of such notice and with all due diligence to cure same, then the Licensor shall have the right to terminate this license agreement.

Section 7.02 Delivery of Notices

Any notice required to be given hereunder may be delivered or mailed and shall be deemed to be well and sufficiently given if mailed at any Government Post Office in British Columbia, by prepaid registered or certified mail addressed as follows:

To the Licensee:

and

CITY OF VANCOUVER  
c/o Engineering Department  
Solid Waste Management Branch  
Suite 320 - 507 W. Broadway,  
Vancouver, BC V5Z 0B4

or to such other addresses as the parties may from time to time advise the other in writing, and any such notice shall be deemed to have been received five (5) working days after the mailing thereof, or if delivered, when delivered, provided that if mailed should there be between the time of mailing and the actual receipt of the notice a mail strike, slow-down or other labour dispute which might affect delivery of such notice than such notice shall only be effective if actually delivered.

Section 7.03 Administration of License

Where this agreement requires or permits on the part of the Licensor any authority, reservation, discretion, disallowance, approval or other act of supervision or the giving of any notice, such act or action shall be well and truly performed on the part of the Licensor when performed by the Licensor's Director of Supply Management or nominee.



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Section 7.04 Covenants Survive Termination

The covenants herein on the part of the Licensor and the Licensee which, as of termination of this agreement granted whether by effluxion of time or otherwise, remain unfulfilled, undischarged or otherwise outstanding shall nevertheless survive such termination and remain in full force and effect and be binding upon the parties and their respective successors and assigns so long as there is any liability or indebtedness by either party to the other or so long as any such covenant remains unfulfilled, undischarged or otherwise outstanding, whether in whole or in part, notwithstanding anything herein to the contrary.

ARTICLE VIII

Section 8.01 Vacant Possession

Upon termination of the term hereby granted, whether by effluxion of time or otherwise, the Licensee shall deliver up vacant possession of the premises and shall leave the premises and the portable office building, or alternative accommodation, in a sanitary, neat, tidy, safe and empty condition free from all motor vehicles and accessories and any environmental contamination, and all nuisance, debris, rubbish and stock-in-trade and shall ensure that the premises are to the standard of maintenance and repair required by the Licensee pursuant to Article II hereof.

Section 8.02 Trade Fixtures

Upon termination of the term hereby granted, whether by effluxion of time or otherwise, the Licensee may remove its trade fixtures provided any damage thereby caused shall be repaired by the Licensee. If the Licensee neglects or refuses to remove its trade fixtures as of termination of the term the Licensor may remove and store same at the Licensee's expense and repair any damage so caused at the Licensee's expense and the Licensor shall have a lien against the trade fixtures for the full amount of such expenses; or upon notice to the Licensee, the Licensor may elect that the trade fixtures forthwith shall be the absolute property of the Licensor but until such election the Licensee's trade fixtures shall be wholly at the risk of the Licensee.

Section 8.03 Overholding

PROVIDED ALWAYS and it is hereby agreed by and between the parties hereto, that if the Licensee shall hold over after the expiration of the term hereby granted, and the Licensor shall accept license fees, the new license thereby created shall be a license from month to month and not from year to year, and shall be subject to the covenants and conditions herein contained so far as may be applicable to a license from month to month, and shall be determined by one (1) month's notice in writing.

ARTICLE IX

Section 9.01 Time is of the Essence

Time shall be of the essence of this license, save as herein otherwise specified.

Section 9.02 Captions and Headings

The captions and headings throughout this license are for convenience and reference only and the words and phrases contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this license nor in any way affect this license.

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ANNEX 3 - RECYCLING RECEIVING YARD LICENSE AGREEMENT

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Section 9.03 Licensor's Remedies are Cumulative

The remedies provided to the Licensor herein are cumulative and are in addition to any remedies of the Licensor at law or in equity including injunctive relief. No remedy shall be exclusive and the Licensor may have recourse to any or all remedies simultaneously or at various times.

Section 9.04 Interpretation

Words herein importing the singular number of the masculine gender only shall include more persons, parties or things of the same kind than one, and females or corporations as well as males, and the converse whenever the context requires; also these presents shall extend to, be binding upon and enure to the benefits of the Licensor and the Licensee and the successors and assigns of the Licensor and the successors and permitted assigns of the Licensee.

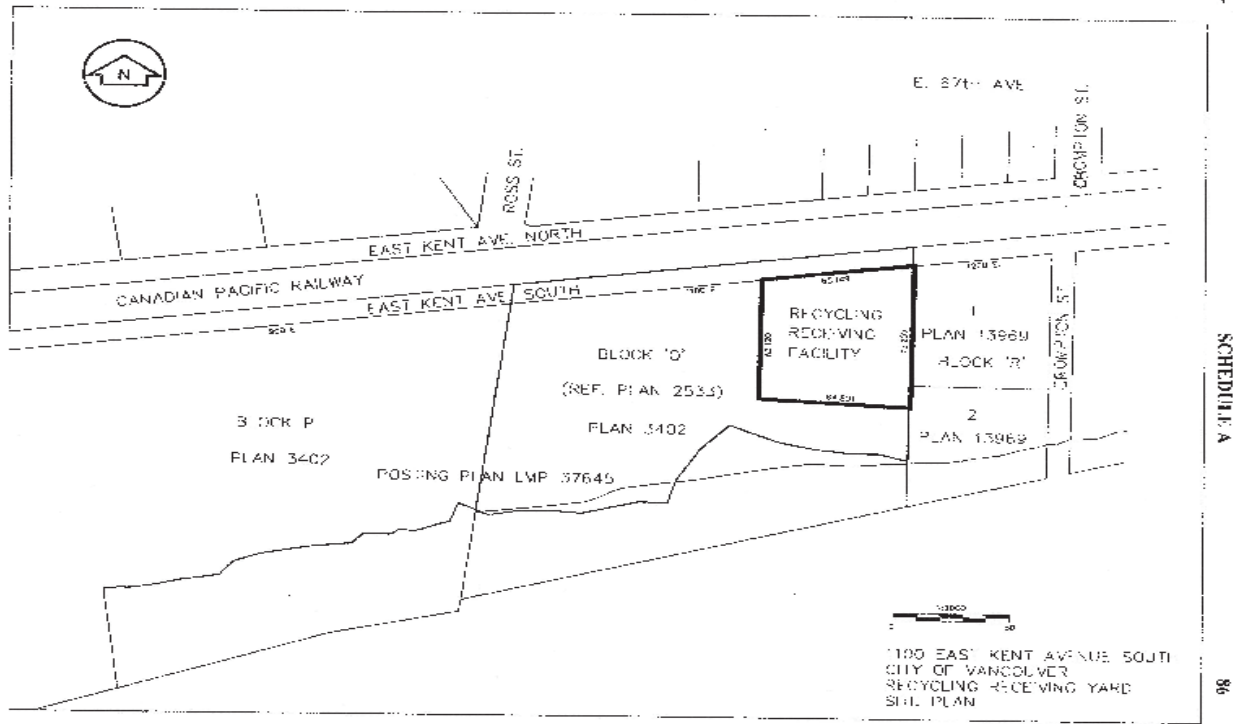
IN WITNESS WHEREOF the parties hereto have hereunto caused their respective seals to be affixed under the hands of their proper officers duly authorized in that behalf as of the day and year first above written.

The Common Seal of ) C/S  
 )  
 )  
was hereunto affixed )  
in the presence of: )  
 )  
\_\_\_\_\_)  
 )  
\_\_\_\_\_)

CITY OF VANCOUVER

\_\_\_\_\_  
Francie Connell, Director of Legal Services

REQUEST FOR PROPOSAL NO. PS20130100  
PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
ANNEX 3 - RECYCLING RECEIVING YARD LICENSE AGREEMENT  
SCHEDULE A TO ANNEX 3



REQUEST FOR PROPOSAL NO. PS20130100  
 PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
 ANNEX 4 - 2013 COLLECTION CALENDAR - SOUTH



# SOUTH

Find your home and corresponding area colour, then check below for your collection days. If your home is not located in the coloured area, see map on reverse.

## 2013 Collection Calendar January - July

Garbage and recycling will be collected weekly and your green cart (yard trimmings and food scraps) will be collected every other week until your collection schedule switchover date indicated by a "△" in the calendar below. Collection days skip ahead after each statutory holiday. All items must be set out for collection by 7 am. Crews work until 3 pm.

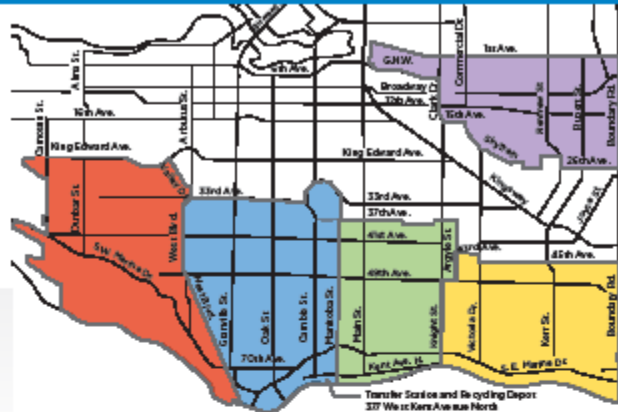
### NEW COLLECTION SCHEDULE - NEW PICKUP SERVICE COMING THIS SPRING

What will be new? A switch in your collection service. Your green cart and recycling will be collected every week and your garbage cart every other week. We will send you a new calendar in the spring. Start using it on these dates:

- May 8 (green area)
- May 24 (purple area)
- June 10 (yellow area)
- June 25 (red area)
- July 4 (blue area)

### FOOD SCRAPS COLLECTION - FOLLOW THESE TIPS:

- Add all food scraps to your green cart, including: raw and cooked fruits and vegetables; tea bags and coffee grounds; meat; fish; bones; pasta; grains; bread; dairy products; and food-soiled paper such as used pizza boxes, paper towels and napkins.
- Use an empty ice cream bucket or other kitchen container with a lid to collect food scraps. Empty your kitchen container into your green cart regularly.
- Reduce leaks and odours. Wrap food and line your kitchen container with newspaper or a compostable brown paper bag.



\*If you live in the Riley Park or Sunset neighbourhoods and are in the food scraps pilot, please refer to your specific schedule at [vancouver.ca/garbage](http://vancouver.ca/garbage).

### 4. Keep contamination out of your green cart:

- NO plastic products or plastic bags (even those labelled biodegradable or compostable).
- NO rocks, soil, or sod; lumber or other wood products; and branches or prunings bigger than 10 cm (4 in) in diameter and more than 0.5 m (1.6 ft) in length.
- NO animal waste or diapers.

For more food scraps tips, visit [vancouver.ca/foodscraps](http://vancouver.ca/foodscraps)

### SOUTH SCHEDULE

- Black indicates statutory holiday (no collection)
- Unlimited Leaf Collection Month
- Yard Trimmings & Food Scraps Collection Day
- Switch to new calendar (arriving spring 2013)

JANUARY 2013						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

FEBRUARY 2013						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

MARCH 2013						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL 2013						
S	M	T	W	T	F	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY 2013						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE 2013						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JULY 2013						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FOR MORE INFORMATION: Phone: 3-1-1  
 TTY: 7-1-1 Outside Vancouver: 604-873-7000 [vancouver.ca/garbage](http://vancouver.ca/garbage)

資料查詢 3-1-1 查詢電話 3-1-1  
 Hot line 3-1-1 查詢電話 3-1-1

REQUEST FOR PROPOSAL NO. PS20130100  
 PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
 ANNEX 4 - 2013 COLLECTION CALENDAR - NORTH



GREENEST CITY 2020  
Zero Waste

# NORTH

Find your home and corresponding area colour, then check below for your collection days. If your home is not located in the coloured area, see map on reverse.

## 2013 Collection Calendar January - July

Garbage and recycling will be collected weekly and your green cart (yard trimmings and food scraps) will be collected every other week until your collection schedule switchover date indicated by a "△" in the calendar below.

Collection days skip ahead after each statutory holiday. All items must be set out for collection by 7 am. Crews work until 3 pm.

### NEW COLLECTION SCHEDULE - NEW PICKUP SERVICE COMING THIS SPRING

What will be new? A switch in your collection service. Your green cart and recycling will be collected every week and your garbage cart every other week. We will send you a new calendar in the spring. Start using it on these dates:

- May 1 (green area)      June 18 (red area)
- May 16 (purple area)      July 11 (blue area)
- June 3 (yellow area)

### FOOD SCRAPS COLLECTION - FOLLOW THESE TIPS:

1. Add all food scraps to your green cart, including: raw and cooked fruits and vegetables; tea bags and coffee grounds; meat; fish; bones; pasta; grains; bread; dairy products; and food-soiled paper such as used pizza boxes, paper towels and napkins.
2. Use an empty ice cream bucket or other kitchen container with a lid to collect food scraps. Empty your kitchen container into your green cart regularly.
3. Reduce leaks and odours. Wrap food and line your kitchen container with newspaper or a compostable brown paper bag.



\*If you live in the Riley Park or Sunset neighbourhoods and are in the food scraps pilot, please refer to your specific schedule at [vancouver.ca/garbage](http://vancouver.ca/garbage).

### 4. Keep contamination out of your green cart:

- NO plastic products or plastic bags (even those labelled biodegradable or compostable).
- NO rocks, soil, or sod; lumber or other wood products; and branches or prunings bigger than 10 cm (4 in) in diameter and more than 0.5 m (1.6 ft) in length.
- NO animal waste or diapers.

For more food scraps tips, visit [vancouver.ca/foodscraps](http://vancouver.ca/foodscraps)

### NORTH SCHEDULE

- Black Indicates statutory holiday (no collection)
- ♣ Unlimited Leaf Collection Month
- Yard Trimmings & Food Scraps Collection Day
- △ Switch to new calendar (arriving spring 2013)

### JANUARY 2013 ♣

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### FEBRUARY 2013

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

### MARCH 2013

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### APRIL 2013

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

### MAY 2013

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### JUNE 2013

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### JULY 2013

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FOR MORE INFORMATION: Phone: 3-1-1  
 TTY: 7-1-1 Outside Vancouver: 604-873-7000 [vancouver.ca/garbage](http://vancouver.ca/garbage)

資料查詢 3-1-1 外埠查詢 7-1-1  
 Hot line 3-1-1 Outside Vancouver: 604-873-7000

**REQUEST FOR PROPOSAL NO. PS20130100  
PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
ANNEX 5 - 2013 MULTI FAMILY RECYCLABLES COLLECTION CALENDAR  
FOR SERVICE BY CITY OF VANCOUVER**



**2013 Multi-Family Recycling Collection Calendar**  
FOR APARTMENTS, CONDOMINIUMS AND TOWNHOUSES SERVICED BY THE CITY OF VANCOUVER

**REMINDERS**

Recycling is collected weekly. Collection days skip ahead after each statutory holiday. Carts must be set out for collection by 7 am if you are required to set carts out. Crews work until 3 pm.

**Service enquiries:**

Phone: 3-1-1, TTY: 7-1-1. Outside Vancouver: 604-873-7000  
vancouver.ca

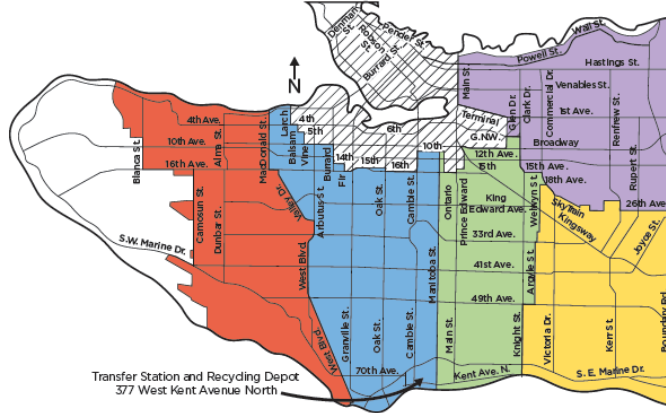
**Reporting illegal dumping or abandoned garbage:**

Phone: 3-1-1 or email: stopdumping@vancouver.ca

**HOW TO USE**

1. Find the coloured zone where your building is located.
2. Follow the colour-coded calendar below for your collection days.

**Note: If your building is located in the striped area of the map, DO NOT use this schedule. Please use the Waste Management schedule on the reverse side of this page.**



**COLLECTION CALENDAR**



Black indicates statutory holiday (no collection)

JANUARY 2013							FEBRUARY 2013							MARCH 2013							APRIL 2013						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5					1	2					1	2	1	2	3	4	5	6			
6	7	8	9	10	11	12	3	4	5	6	7	8	9	3	4	5	6	7	8	9	7	8	9	10	11	12	13
13	14	15	16	17	18	19	10	11	12	13	14	15	16	10	11	12	13	14	15	16	14	15	16	17	18	19	20
20	21	22	23	24	25	26	17	18	19	20	21	22	23	17	18	19	20	21	22	23	21	22	23	24	25	26	27
27	28	29	30	31	24	25	26	27	28	24	25	26	27	28	24	25	26	27	28	29	30	28	29	30			

MAY 2013							JUNE 2013							JULY 2013							AUGUST 2013							SEPTEMBER 2013						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1	1	2	3	4	5	6				1	2	3	1	2	3	4	5	6	7			
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28
26	27	28	29	30	31	23/30	24	25	26	27	28	29	28	29	30	31	25	26	27	28	29	30	31	29	30									

OCTOBER 2013							NOVEMBER 2013							DECEMBER 2013							JANUARY 2014							FEBRUARY 2014						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4	5					1	2	1	2	3	4	5	6	7	1	2	3	4					1					
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11	2	3	4	5	6	7	8
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18	9	10	11	12	13	14	15
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22
27	28	29	30	31	24	25	26	27	28	29	30	29	30	31	26	27	28	29	30	31	23	24	25	26	27	28								

REQUEST FOR PROPOSAL NO. PS20130100  
 PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
 ANNEX 6 - 2013 MULTI FAMILY RECYCLABLES COLLECTION CALENDAR  
 APPARTMENTS, CONDOMINIUMS, AND TOWNHOUSES FOR SERVICE BY PRIVATE CONTRACTOR



## 2013 Multi-Family Recycling Collection Calendar

FOR APARTMENTS, CONDOMINIUMS AND TOWNHOUSES SERVICED BY WASTE MANAGEMENT

**REMINDERS**

Recycling is collected weekly. Collection days skip ahead after each statutory holiday but return to their regular day the following week. Carts must be set out for collection by 7 am if you are required to set your carts out.

**Service enquiries:**

Phone: 3-1-1, TTY: 7-1-1. Outside Vancouver: 604-873-7000  
 vancouver.ca

**Reporting illegal dumping or abandoned garbage:**

Phone: 3-1-1 or email: stopdumping@vancouver.ca

**HOW TO USE**

1. Find the coloured zone where your building is located.
2. Follow the colour-coded calendar below for your collection days.

*Note: If your building is not located in the coloured area of the map, DO NOT use this schedule. Please use the City of Vancouver schedule on the reverse side of this page.*



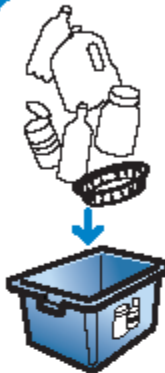
■ Black Indicates statutory holiday (no collection)



# BLUE BOX GUIDE

## - a recycling guide for the Blue Box Program

To recycle materials not taken by the Blue Box Program, including hazardous waste, electronics, plastic shopping bags, old medications, batteries, tires, beverage containers, etc., call the Recycling Council of BC Hotline at 604.732.9253 or e-mail [hotline@rcbc.bc.ca](mailto:hotline@rcbc.bc.ca).



### In the **blue box** we accept:

- Metal cans
- Glass bottles & jars
- Plastic bottles, jugs & tubs with codes
- Aluminum foil & foil containers

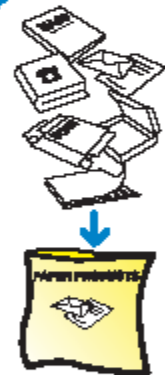
- Remove lids & toss them in the garbage.
- Okay to leave labels on.
- Rinse containers clean.
- Flatten containers as much as possible.

### Reminders:

Make sure all plastic containers have a code on them.

Return your empty beverage containers to the store or to a depot to get your deposit back. To find a location near you visit [encorp.ca](http://encorp.ca)

- NO** plastic bags.
- NO** drink boxes.
- NO** ceramics.
- NO** milk cartons.
- NO** Styrofoam.
- NO** other types of plastics.



### In the **yellow bag** we accept:

- Magazines
- Writing paper & envelopes
- Junk mail
- Boxboard (like cereal boxes)
- Cardboard
- Phone books & catalogues
- Clean, empty pizza boxes
- Paper egg cartons, gift wrap, cards

- Flatten all boxes.
- Remove plastic liners & toss them in the garbage.
- Okay to leave windows in envelopes.
- Cut cardboard into small pieces to fit in the yellow bag.
- Remove food & paper from pizza boxes.

### Reminders:

Flatten and cut your cardboard into small pieces that will fit easily into the yellow bag.

- NO** plastic bags.
- NO** waxed paper.
- NO** paper towels or tissue.
- NO** foil.
- NO** box liners.
- NO** food residue.
- NO** milk cartons.
- NO** drink boxes.



### In the **blue bag** we accept:

- Newspapers
- Newspaper inserts & flyers

- Leave newspapers loose. Do not bundle or tie.

### Reminders:

Lay the blue and yellow bags beside the blue box and on their sides to keep out rain.

Keep the blue box and bags at least 1 metre clear of your wheeled carts.

- NO** plastic bags.
- NO** other types of paper.

## Questions?

Within Vancouver, call 3-1-1  
 website: [vancouver.ca/recycle](http://vancouver.ca/recycle)  
 e-mail: [recycle@vancouver.ca](mailto:recycle@vancouver.ca)





# BLUE CART GUIDE

- a recycling guide for apartment, condo & townhouse residents



In the **containers** cart we accept:

- ✓ Metal cans
- ✓ Glass bottles & jars
- ✓ Plastic bottles, jugs & tubs with codes    
- ✓ Aluminum foil & foil containers



- Remove lids & toss them in the garbage.
- Okay to leave labels on.
- Rinse containers clean.
- Flatten containers as much as possible.

Reminders:

Make sure all plastic containers have a code    or  on them.

Return your empty drink containers to the store or to a depot to get your deposit back. To find a location near you visit [incorp.ca](http://incorp.ca)

- NO** plastic bags.
- NO** drink boxes.
- NO** ceramics.
- NO** milk cartons.
- NO** Styrofoam.
- NO** other types of plastics.



In the **paper products** cart we accept:

- ✓ Magazines
- ✓ Writing paper & envelopes
- ✓ Junk mail
- ✓ Boxboard (like cereal boxes)
- ✓ Cardboard
- ✓ Phone books & catalogues
- ✓ Clean, empty pizza boxes
- ✓ Paper egg cartons, gift wrap, cards



- Flatten all boxes.
- Remove plastic liners & toss them in the garbage.
- Okay to leave windows in envelopes.
- Cut cardboard into small pieces to fit in the cart.
- Remove food & paper from pizza boxes.

Reminders:

Flatten and cut your cardboard into small pieces that will fit easily into the cart. Large pieces of cardboard wedged into the cart take up a lot of space and will prevent the cart from emptying properly.

- NO** plastic bags.
- NO** waxed paper.
- NO** paper towels or tissue.
- NO** foil.
- NO** box liners.
- NO** food residue.
- NO** milk cartons.
- NO** drink boxes.



In the **newsprint** cart we accept:

- ✓ Newspapers
- ✓ Newspaper inserts & flyers



- Leave newspapers loose. Do not bundle or tie.

Reminders:

Put the inserts (flyers) that come in your newspaper in the newsprint cart. These inserts are worth more to the program as newsprint than as mixed paper.

- NO** plastic bags.
- NO** other types of paper.

Questions?

Within Vancouver, call 3-1-1  
website: [vancouver.ca/recycle](http://vancouver.ca/recycle)  
e-mail: [recycle@vancouver.ca](mailto:recycle@vancouver.ca)



REQUEST FOR PROPOSAL NO. PS20130100  
PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
ANNEX 9 - DOCUMENT SUMMARIES

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The following document summaries are provided as samples as part of this Annex 9:

Weighscale Ticket Summary;

Split Weighing Summary: City Collection Vehicles;

Split Weighing Summary: Contractor Collection Vehicles;

Monthly Payment Summary;

Quarterly Summary: City of Vancouver Material Processed; and

Quarterly Summary: End-Markets.

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REQUEST FOR PROPOSAL NO. PS20130100  
 PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
 ANNEX 9 - DOCUMENT SUMMARIES

**Split-Weighing Summary: City Collection Vehicles**

Date	Truck #	Scale Ticket #	Trucking Co	Split Weighing				Truck Tare Wt.  (for reference only)	#8 ONP  =Wt.1 - Wt.2	MPP  =Wt.2 - Wt.3	MCO  =Wt.3 - Wt. 4	% #8 ONP  = #8 ONP/ (Wt.1 - Wt.4)	% MPP  = MPP/ (Wt.1 - Wt.4)	% MCO  = MCO/ (Wt.1 - Wt.4)
				Weight 1  (Gross Wt)	Weight 2  (After dumping ONP)	Weight 3  (After dumping MPP)	Weight 4  (After dumping MCO)							
<b>AVERAGE</b>														

REQUEST FOR PROPOSAL NO. PS20130100  
 PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
 ANNEX 9 - DOCUMENT SUMMARIES

**Split-Weighing Summary: Contractor Collection Vehicles**

Date	Truck #	Scale Ticket #	Trucking Co	Split Weighing				Truck Tare Wt.  (for reference only)	#8 ONP  =Wt.1 - Wt.2	MPP  =Wt.2 - Wt.3	MCO  =Wt.3 - Wt. 4	% #8 ONP  = #8 ONP/ (Wt.1 - Wt.4)	% MPP  = MPP/ (Wt.1 - Wt.4)	% MCO  = MCO/ (Wt.1 - Wt.4)
				Weight 1 (Gross Wt)	Weight 2 (After dumping ONP)	Weight 3 (After dumping MPP)	Weight 4 (After dumping MCO)							
<b>AVERAGE</b>														

REQUEST FOR PROPOSAL NO. PS20130100  
 PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
 ANNEX 9 - DOCUMENT SUMMARIES

**Monthly Payment Summary**

**December 31, 2012**

Exchange Rate	<b>0.9896</b>	CAD/USD
Official Board Market Pacific NW #8 ONP US/st	\$87.50	USD/ton
Official Board Market Pacific NW #6 ONP US/st	\$72.50	USD/ton
Official Board Market Pacific NW MPP US/st	\$87.50	USD/ton
#8 ONP adjustor value	\$xx.xx	CAD/tonne
#6 ONP adjustor value	\$xx.xx	CAD/tonne
MPP adjustor value	\$xx.xx	CAD/tonne
#8 ONP unit value	\$xx.xx	CAD/tonne
#6 ONP unit value	\$xx.xx	CAD/tonne
MPP unit value	\$xx.xx	CAD/tonne
MCO unit value	\$xx.xx	CAD/tonne
Mixed Load unit value	\$xx.xx	CAD/tonne
<b>CITY</b>		
<b>Split Weights</b>	<b>%</b>	
ONP	xx.xx%	
MPP	xx.xx%	
MCO	xx.xx%	
<b>Tonnes</b>	<b>Tonnes</b>	<b>\$</b>
#8 ONP	xxx.xxx	\$xx,xxx.xx
#6 ONP	xxx.xxx	\$xx,xxx.xx
MPP	xxx.xxx	\$xx,xxx.xx
MCO	xxx.xxx	\$xx,xxx.xx
Mixed Load	xxx.xxx	\$xx,xxx.xx
SubTotal	<b>x,xxx.xxx</b>	<b>\$xx,xxx.xx</b>
<b>CONTRACTORS</b>		
<b>Split Weights</b>	<b>%</b>	
ONP	xx.xx%	
MPP	xx.xx%	
MCO	xx.xx%	
<b>Tonnes</b>	<b>Tonnes</b>	<b>\$</b>
#8 ONP	xxx.xxx	\$xx,xxx.xx
#6 ONP	xxx.xxx	\$xx,xxx.xx
MPP	xxx.xxx	\$xx,xxx.xx
MCO	xxx.xxx	\$xx,xxx.xx
Mixed Load	xxx.xxx	\$xx,xxx.xx
SubTotal	<b>x,xxx.xxx</b>	<b>\$xx,xxx.xx</b>
Total	x,xxx.xxx	\$xx,xxx.xx
HST		\$xx,xxx.xx
<b>Total</b>		<b>\$xxx,xxx.xx</b>

REQUEST FOR PROPOSAL NO. PS20130100  
 PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
 ANNEX 9 - DOCUMENT SUMMARIES

**January  
 - March  
 2013**

**Quarterly Summary: City of Vancouver Material Processed**

Material	January	February	March	Ending Inventory	Total
<b>#8 ONP</b>					
<b>MPP</b>					
Newspaper					
Boxboard					
Corrugated Cardboard					
Magazines					
Office Papers					
etc.					
Residual					
<b>Total MPP</b>					
<b>MCO</b>					
Glass-clear/flint					
Glass-coloured					
Metal Cans & Tins					
Plastic - #1 PET					
Plastic - #2 HDPE Natural					
Plastic - #2 HDPE Colour					
Plastic - #3 PVC					
Plastic - #4 LDPE					
Plastic - #5 PP					
Plastic - #6 PS					
Plastic - #7 Other					
Deposit - Glass, Plastic					
Aluminum - Foil, Foil Containers					
etc.					
Residual					
<b>Total MCO</b>					
<b>TOTAL</b>					

REQUEST FOR PROPOSAL NO. PS20130100  
 PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
 ANNEX 9 - DOCUMENT SUMMARIES

**January - March  
2013**

**Quarterly Summary: End- Markets**

Material Specifications	Shipment Date	Shipment Weight	Buyer			Receiving Plant Location
			Name	Address	Tel. #	
ONP						
MPP						
Glass-clear/flint						
Glass-coloured						
Metal Cans & Tins						
Plastic - #1 PET						
Plastic - #2 HDPE Natural						
Plastic - #2 HDPE Colour						
Plastic - #3 PVC						
Plastic - #4 LDPE						
Plastic - #5 PP						
Plastic - #6 PS						
Plastic - #7 Other						
Deposit - Glass, Plastic						
Aluminum - Foil, Foil Containers						
etc.						



REQUEST FOR PROPOSAL NO. PS20130100  
 PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
 ANNEX 10 - EXCHANGE RATES SAMPLE



**FINANCIAL MARKET'S DEPARTMENT**  
**MOYENNE MENSUELLE DES TAUX DE CHANGE**

Ottawa, January 2015, Average of 22 days

COUNTRY PAYS	MONEY UNIT MONÉNAIRE	PRESENT VALUE IN CAN VALEUR ACTUELLE EN MONNAIE CAN.
Argentina	peso	0.2904
Australia	dollar	1.0417
Australie	dollar	1.0417
Bahamas	dollar	0.6671
Brazil	new real nouveau real	0.4690
Burma (Myanmar)	kyat	0.0019
Burmes (Myanmar)	kyat	0.0019
Chile	peso	0.00202
Chili	peso	0.00202
China	renminbi	0.1595
Chine	renminbi	0.1595
Colombia	peso	0.000851
Colombie	peso	0.000851
Commanwealth Royaume Unis C. P. A.	franc	0.00262
Commanwealth Royaume Unis C. P. A.	franc	0.00262
Corée du Nord	won	0.01108
Corée du Nord	won	0.01108
Cuba	peso	0.1741
Cuba	peso	0.1741
Czech Republic République tchèque	couronne	0.05185
Danemark	couronne	0.1790
Danemark	couronne	0.1790
East Caribbean Caraïbes Orientales	dollar	0.5717
East Caribbean Caraïbes Orientales	dollar	0.5717
European Européen	Euro	1.0000
European Européen	Euro	1.0000
Finland	dollar	0.6907
Finland	dollar	0.6907
France	franc	0.0215
France	franc	0.0215
Guatemala	quetzal	0.0248
Guatemala	quetzal	0.0248
Honduras	lempira	0.0498
Honduras	lempira	0.0498
Hong Kong	dollar	0.7295
Hong Kong	dollar	0.7295
Hungary	forint	0.00467
Hungary	forint	0.00467
Iceland	couronne	0.00773
Iceland	couronne	0.00773
India	rupee roupee	0.01820
India	rupee roupee	0.01820
Indonesia	rupiah	0.000403
Indonesia	rupiah	0.000403

Ottawa, January 2015, Moyenne de 22 jours

COUNTRY PAYS	MONEY UNIT MONÉNAIRE	PRESENT VALUE IN CAN VALEUR ACTUELLE EN MONNAIE CAN.
Morocco Maroc	dinar	0.1182
Neth. Antilles Antilles néerlandaises	dollar dollar	0.6665
Neth. Antilles Antilles néerlandaises	dollar dollar	0.6665
New Zealand Nouvelle Zélande	dollar	0.6204
New Zealand Nouvelle Zélande	dollar	0.6204
Norway Norvège	krone couronne	0.1796
Norway Norvège	krone couronne	0.1796
Palau	rupes roupee	0.01017
Palau	rupes roupee	0.01017
Paraguay	guarani	0.0021
Paraguay	guarani	0.0021
Peru Pérou	new sol nouveau sol	0.3698
Peru Pérou	new sol nouveau sol	0.3698
Philippines	peso	0.02437
Philippines	peso	0.02437
Poland Pologne	zloty	0.2189
Poland Pologne	zloty	0.2189
Romania Roumanie	leu roumain	0.2015
Romania Roumanie	leu roumain	0.2015
Russia Russie	ruble	0.02294
Russia Russie	ruble	0.02294
Saudi Arabia Arabie Saoudite	dinar	0.01180
Saudi Arabia Arabie Saoudite	dinar	0.01180
Singapore Singapour	dollar	0.6977
Singapore Singapour	dollar	0.6977
South Africa Afrique du Sud	rand	0.1127
South Africa Afrique du Sud	rand	0.1127
South Korea Corée du sud	won	0.000930
South Korea Corée du sud	won	0.000930
Sri Lanka Sri Lanka	rupee roupee	0.00728
Sri Lanka Sri Lanka	rupee roupee	0.00728
Sweden Suède	krona couronne	0.1530
Sweden Suède	krona couronne	0.1530
Switzerland Suisse	franc	0.0748
Switzerland Suisse	franc	0.0748
Taiwan Taïwan	new dollar nouveau dollar	0.02410
Taiwan Taïwan	new dollar nouveau dollar	0.02410
Thailand Thaïlande	baht	0.03391
Thailand Thaïlande	baht	0.03391
Turkey & Turkey Turquie & Turquie	dollar	0.1549
Turkey & Turkey Turquie & Turquie	dollar	0.1549
Turkmenistan Turkménistan	dinar	0.0335
Turkmenistan Turkménistan	dinar	0.0335
Turkey Turquie	new lira nouvelle lire	0.0003
Turkey Turquie	new lira nouvelle lire	0.0003

Noted: quotes are based on official purchase or market rates in the respective country, converted into Canadian dollars at the current rate on Ottawa time.

Noted: quotes are based on official purchase or market rates in the respective country, converted into Canadian dollars at the current rate on Ottawa time.

Indonesia	rupiah	0.000403	United Arab Emirates	dinar	0.2706
Indonesia	rupiah	0.000403	United Arab Emirates	dinar	0.2706
Iran	rial	0.000004	United Kingdom	pound	1.0281810
Iran	rial	0.000004	United Kingdom	pound	1.0281810
Japan	yen	0.00715	United States	dollar	0.9923192
Japan	yen	0.00715	United States	dollar	0.9923192
Malaysia	ringgit	0.3264	Vietnam	dollar Viet	0.2310
Malaysia	ringgit	0.3264	Vietnam	dollar Viet	0.2310
Mexico	peso	0.00134	Yemen	dong	0.00047
Mexico	peso	0.00134	Yemen	dong	0.00047

REQUEST FOR PROPOSAL NO. PS20130100  
PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
ANNEX 11 - RECEIVING YARD AERIAL PICTURE



REQUEST FOR PROPOSAL NO. PS20130100  
 PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
 ANNEX 12 - PULP & PAPER WEEK - OFFICIAL BOARD MARKETS INDICATOR SAMPLE



**PRICE WATCH: Recovered Paper - Domestic**

January 7, 2013

US\$ per short ton for open market purchases by mills, FOB seller's dock, for delivery this month. (Further specifications below.)

Incorporating Official Board Markets

	Northeast			Midwest (Chicago) <sup>4</sup>	Southeast <sup>4</sup>	Southwest <sup>4</sup>	LA-3F		
	New England	New York	Buffalo				LA	3F	Pasillo NW <sup>4</sup>
<b>MIXED PAPER</b>									
Mixed (2) - OBM*	50-55 (+0)	55-60 (+0)	35-40 (+0)	45-50 (+0)	65-70 (-6)	60-65 (+0)	80-85 (+0)	70-75 (+0)	70-75 (-16)
<b>BROWN GRADES</b>									
Bob cut (4) - OBM*	55-60 (+0)	55-60 (+0)	45-50 (+0)	60-65 (+6)	55-60 (+0)	60-65 (+0)	100-110 (+0)	100-110 (+0)	90-100 (-20)
OCC (11) - OBM*	95-105 (+0)	95-105 (+0)	95-105 (+0)	75-80 (+0)	105-110 (+0)	100-105 (+6)	115-125 (+0)	105-115 (+0)	95-105 (-10)
DLK (13) - OBM*		110-120 (+6)	(Northeast)	100-110 (+20)	110-120 (+10)	110-120 (+16)	115-125 (+6)	115-125 (+6)	105-115 (-10)
<b>GROUNDWOOD</b>									
ONP (6) - OBM <sup>1</sup>	20-25 (+0)	20-25 (+0)	25-30 (+6)	15-20 (+0)	25-30 (+0)	35-40 (+10)	95-100 (+0)	95-100 (+0)	70-75 (+0)
ONP (8) - OBM*	60-65 (+0)	60-65 (+0)	55-60 (+0)	65-70 (+0)	70-75 (+0)	70-75 (+16)	95-105 (+0)	95-105 (+0)	85-90 (+0)
		Northeast					LA-3F <sup>3</sup>		
OMG (10)		80-85 (+10)		80-85 (+10)	90-95 (+10)	85-90 (+10)	100-110 (+0)		95-100 (+0)
OGS (44)		80-85 (+10)		85-90 (+10)	95-100 (+10)	90-95 (+10)	100-110 (+0)		100-105 (+0)
WBN (24)		215-220 (+0)		210-220 (+0)	220-230 (+0)	210-220 (+0)	215-225 (+0)		205-215 (+0)
<b>HIGH GRADES</b>									
SOP (37)		160-165 (+0)		130-135 (+0)	135-145 (+0)	140-150 (+6)	170-180 (+6)		150-160 (+0)
OBS (43)		160-165 (+0)		125-135 (+10)	135-145 (+0)	140-145 (+0)	165-175 (+6)		135-145 (+0)
SBS heavy print (45)		170-180 (+0)		140-150 (+0)	150-160 (+0)		185-195 (+6)		
BWL (40)		215-225 (+6)		190-200 (+0)	190-210 (+0)	210-220 (+6)	235-245 (+6)		210-215 (+16)
MWL (41) <sup>2</sup>		215-225 (+6)		190-200 (+0)	190-210 (+0)	210-220 (+6)	235-245 (+6)		210-215 (+16)
SBS light print (45)		215-225 (+0)		190-200 (+0)	205-215 (+0)	200-210 (+0)	215-225 (+6)		
<b>PULP SUBS</b>									
SBS unprinted (47)		270-280 (+0)		260-270 (+0)	270-280 (+0)	280-290 (+0)	265-275 (+6)		
HMS (30)		270-280 (+0)		260-270 (+0)	270-280 (+0)	290-300 (+0)	285-295 (+6)		
HNEC (31)		300-310 (+0)		280-290 (+0)	300-310 (+0)	320-330 (+0)	305-315 (+6)		280-285 (+0)

**\* OBM PRICES**

Prices for grades designated "OBM" are a continuation of the prices originally published in Official Board Markets ("OBM", "The Yellow Sheet") and are reported on the same basis as published historically in OBM. See [www.risi.com/RCPmethodology](http://www.risi.com/RCPmethodology) for a complete description of what has and has not changed about OBM prices. (Price not marked \* are consistent with prices published historically in P&PW.)

**SPECIFICATIONS**

Prices represent open market board and paper mill purchases agreed to for delivery in the indicated month. Contractually indexed transactions are excluded. Specifications: baled; full-truckload quantities; exclusive of delivery charges, premium or distress lots, and of all subsequent charges for packing, handling, destination considerations, or other special charges. Grades and preparation requirements are as defined in the current ISRI Scrap Specifications Circular.

**NOTES**

1. Because of low mill buying volume, as of Jan 2013, the ONP(6) price is determined by a formula based on ONP (8) prices. See details at [www.risi.com/RCPmethodology](http://www.risi.com/RCPmethodology). ONP(6) prices will be discontinued Dec 31, 2013.
2. Preconsumer.
3. The price on the low end of the range is for the Bay Area and the price at the top end of the range is for the Los Angeles area.
4. As of Oct 2012, these region names were changed from a city to a region (e.g. "Chicago" to "Midwest"). This is a change in title, not in methodology. All references to the new names (e.g. "Midwest") as they apply to each price series above are consistent with the legacy names (e.g. "Chicago").

**DISCLAIMER**

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.

**Recovered Paper**

**China looking to develop national standard, aimed at aiding with quality**

With rising fiber collection, China is working on developing recovered paper specifications, possibly similar to US rules developed by the Institute of Scrap Recycling Industries.

RISI recovered paper economist Hannah Zhao said this week that she expects a national standard of specifications will

take several years to develop in China, and is desired both by domestic mills wanting higher quality fiber and by "some big recovered paper suppliers" that want "some kind of exchange platform."

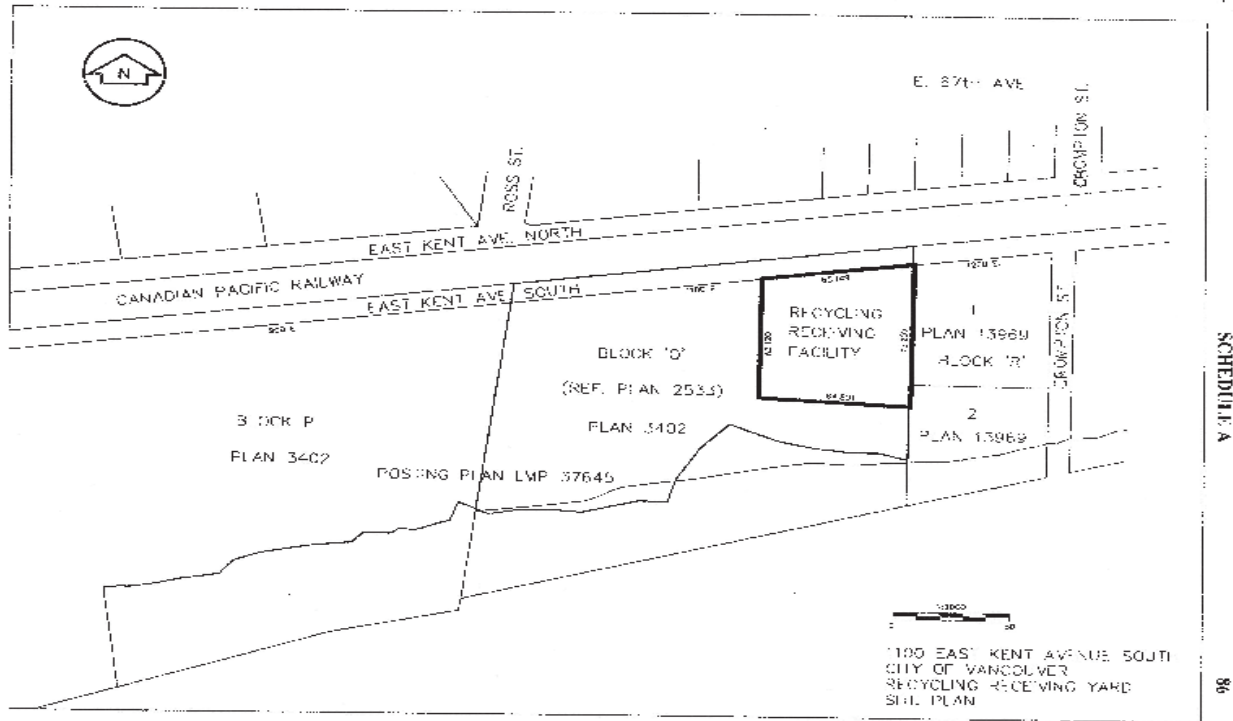
"The new standard will of course do better to the domestic recovered paper recovery in China in terms of improving the quality and encouraging more recovery," she said.

**Minimal import impact?** Zhao said she didn't expect a standard would impact China's inflow of recovered paper imports.

For 2012, China was on track to buy about 15.1 million tons of recovered paper from the USA. She does see possible impacts on pricing for material.

"With the improving quality of domestic recovered paper in China, the price differential between imported recovered paper and domestic recovered paper may become thinner," Zhao said. "In terms of volume, I think China will continue to import a huge amount of recovered paper even with growing domestic recovery."

REQUEST FOR PROPOSAL NO. PS20130100  
PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
ANNEX 13 - MAP OF RECYCLING RECEIVING YARD LOCATION



**GENERAL CERTIFICATE OF INSURANCE**

Section 8 b) – City staff to select the required # of days Written Notice before sending the certificate out for completion  
 Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12<sup>th</sup> Avenue, Vancouver, BC, V5Y 1V4  
*and certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.*
2. **NAMED INSURED:** *[must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]*

**MAILING ADDRESS:** \_\_\_\_\_

**LOCATION ADDRESS:** \_\_\_\_\_

**DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE:** \_\_\_\_\_

3. **PROPERTY INSURANCE** naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests and shall contain a waiver clause in favour of the City of Vancouver.  
**(All Risks Coverage including Earthquake and Flood)**

<b>INSURER:</b> _____ <b>TYPE OF COVERAGE:</b> _____ <b>POLICY NUMBER:</b> _____ <b>POLICY PERIOD:</b> From _____ to _____	<b>INSURED VALUES: (Replacement Cost)</b> Building and Tenants' Improvements: \$ _____ Contents and Equipment: \$ _____ Deductible Per Loss: \$ _____
---	--

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**  
 Including the following extensions:
 

<input checked="" type="checkbox"/> <b>Personal Injury</b> <input checked="" type="checkbox"/> <b>Products and Completed Operations</b> <input checked="" type="checkbox"/> <b>Cross Liability or Severability of Interest</b> <input checked="" type="checkbox"/> <b>Employees as Additional Insureds</b> <input checked="" type="checkbox"/> <b>Blanket Contractual Liability</b> <input checked="" type="checkbox"/> <b>Non-Owned Auto Liability</b> <b>INSURER:</b> _____ <b>POLICY NUMBER:</b> _____ <b>POLICY PERIOD:</b> From _____ to _____	<b>LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)</b> Per Occurrence: \$ _____ Aggregate: \$ _____ All Risk Tenants' Legal Liability: \$ _____ Deductible Per Occurrence: \$ _____
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5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles
 

<b>INSURER:</b> _____ <b>POLICY NUMBER:</b> _____ <b>POLICY PERIOD:</b> From _____ to _____	<b>LIMITS OF LIABILITY:</b> Combined Single Limit: \$ _____ <b><i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i></b>
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6.  **UMBRELLA OR**  **EXCESS LIABILITY INSURANCE**

<b>INSURER:</b> _____ <b>POLICY NUMBER:</b> _____ <b>POLICY PERIOD:</b> From _____ to _____	<b>LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)</b> Per Occurrence: \$ _____ Aggregate: \$ _____ Self-Insured Retention: \$ _____
---	--

7. **OTHER INSURANCE** (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

8. **POLICY PROVISIONS:**  
*Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:*
  - a) *The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license;*
  - b) *SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;*
  - c) *The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.*

**SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE** \_\_\_\_\_

**PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER** \_\_\_\_\_ **Dated:** \_\_\_\_\_

REQUEST FOR PROPOSAL NO. PS20130100  
 PROCESSING AND MARKETING OF RESIDENTIAL RECYCLABLE MATERIALS  
 ANNEX 15 - LIST OF ACCEPTABLE MATERIALS TO BE USED WITH PLANNED PRINTED PAPER STEWARDSHIP PLAN

Material Type	Is item residential PPP under Schedule 5?	Residential PPP under Schedule 5			
		Curbside and Depot	Depot Only	Not accepted in PPP collection system	Reason for Exclusion
<b>PRINTED PAPER</b>					
Newspapers	Yes	Yes			
Newspaper Inserts	Yes	Yes			
Magazines	Yes	Yes			
Catalogues	Yes	Yes			
Telephone Directories	Yes	Yes			
Hardcover Books	No				
Paperback Books	No				
Other Printed Media	Yes	Yes			
Residential Printed Paper	Yes	Yes			
Miscellaneous Printed Papers	Yes	Yes			
<b>PAPER PACKAGING</b>					
Old Corrugated Containers (OCC)	Yes	Yes			
Waxed Old Corrugated Containers	Yes	No		Not accepted	Contaminant in OCC
Old Boxboard (OBB)	Yes	Yes			
Wet Strength Boxboard	Yes	Yes			
Moulded Pulp	Yes	Yes			
Kraft Papers	Yes	Yes			
Paper Cup (hot) (polycoated liner)	Yes	Yes			
Paper Cup (hot) (biodegradable)	Yes	Yes			

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Material Type	Is item residential PPP under Schedule 5?	Residential PPP under Schedule 5			
		Curbside and Depot	Depot Only	Not accepted in PPP collection system	Reason for Exclusion
liner)					
Paper Cup (cold) (waxed)	Yes	Yes			
Paper Cup (cold) (2-sided polycoated)	Yes	Yes			
Polycoated Milk Cartons	Yes	Yes			
Aseptic Containers	Yes	Yes			
Polycoated Boxboard	Yes	Yes			
Multi-laminated Paper Packaging	Yes	Yes			
<b>GLASS PACKAGING</b>					
Clear Liquor Glass	No				
Coloured Liquor Glass	No				
Clear Beer Glass	No				
Coloured Beer Glass	No				
Refillable Beer Glass	No				
Clear Bottles and Jars (non-beverage)	Yes		Yes		
Coloured Bottles and Jars (non-beverage)	Yes		Yes		
<b>METAL PACKAGING</b>					
Steel Cans (non-beverage)	Yes	Yes			
Steel Paint Cans	No				
Steel Aerosol Cans	Yes	Yes			

REQUEST FOR PROPOSAL NO. PS20130100  
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 ANNEX 15 - LIST OF ACCEPTABLE MATERIALS TO BE USED WITH PLANNED PRINTED PAPER STEWARDSHIP PLAN

Material Type	Is item residential PPP under Schedule 5?	Residential PPP under Schedule 5			
		Curbside and Depot	Depot Only	Not accepted in PPP collection system	Reason for Exclusion
Spiral Wound Cans (steel ends)	Yes	Yes			
Steel Gas Cylinders	No				
Aluminum Beverage Cans	No				
Aluminum Cans (non-beverage)	Yes	Yes			
Aluminum Aerosol Cans	Yes	Yes			
Aluminum Foil and Foil Containers	Yes	Yes			
Bimetal Containers/Aerosols	Yes	Yes			
<b>PLASTIC PACKAGING – PETE (#1)</b>					
PETE Bottles (non-beverage)	Yes	Yes			
PETE Jars	Yes	Yes			
PETE Clamshells	Yes	Yes			
PETE Trays	Yes	Yes			
PETE Tubs & Lids	Yes	Yes			
PETE Cold Drink Cups	Yes	Yes			
PETE Films	Yes	No		Not accepted	Contaminant in #2 and #4 films
PET-G (all)	Yes	No		Not accepted	Contaminant in bottle and thermoform PET
<b>PLASTIC PACKAGING - HDPE (#2)</b>					
HDPE Bottles (non-beverage)	Yes	Yes			
HDPE Jars	Yes	Yes			
HDPE Pails	Yes	Yes <25 litres			
HDPE Trays	Yes	Yes			



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Material Type	Is item residential PPP under Schedule 5?	Residential PPP under Schedule 5			
		Curbside and Depot	Depot Only	Not accepted in PPP collection system	Reason for Exclusion
HDPE Tubs & Lids	Yes	Yes			
HDPE Planter Pots	Yes	Yes			
HDPE Films	Yes		Yes		
<b>PLASTIC PACKAGING - PVC (#3)</b>					
PVC Bottles	Yes	Yes			
PVC Jars	Yes	Yes			
PVC Tubs & Lids	Yes	Yes			
PVC Films	Yes	No		Not accepted	Contaminant in #2 and #4 films
<b>PLASTIC PACKAGING - LDPE (#4)</b>					
LDPE Bottles (non-beverage)	Yes	Yes			
LDPE Jars	Yes	Yes			
LDPE Tubs & Jars	Yes	Yes			
LDPE/LLDPE Films	Yes		Yes		
LDPE Cushion Packaging	Yes	No		Not accepted	Difficult to separate and contributes to cross-contamination of other materials
<b>PLASTIC PACKAGING - PP (#5)</b>					
PP Bottles (non-beverage)	Yes	Yes			
PP Jars	Yes	Yes			
PP Clamshells	Yes	Yes			
PP Trays	Yes	Yes			
PP Tubs & Lids	Yes	Yes			
PP Cold Drink Cups	Yes	Yes			

REQUEST FOR PROPOSAL NO. PS20130100  
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Material Type	Is item residential PPP under Schedule 5?	Residential PPP under Schedule 5			
		Curbside and Depot	Depot Only	Not accepted in PPP collection system	Reason for Exclusion
PP Planter Pots	Yes	Yes			
PP Cushion Packaging	Yes	No		Not accepted	Difficult to separate and contributes to cross-contamination of other materials
PP Films	Yes	No		Not accepted	Contaminant in #2 and #4 films
<b>PLASTIC PACKAGING - PS (#6)</b>					
PS Bottles (non-beverage)	Yes	Yes			
PS Clamshells (rigid)	Yes	Yes			
PS Clamshells (EPS)	Yes		Yes		
PS Trays (rigid)	Yes	Yes			
PS Trays/Plates (EPS)	Yes		Yes		
PS Meat Trays (EPS)	Yes		Yes		
PS Tubs & Lids (rigid)	Yes	Yes			
PS Tubs & Lids (HIPS)	Yes	Yes			
PS Cold Drink Cups (rigid)	Yes	Yes			
PS Hot Drink Cups (EPS)	Yes		Yes		
PS Planter Pots	Yes	Yes			
PS Cushion Packaging (EPS)	Yes		Yes		
PS Films	Yes	No		Not accepted	Contaminant in #2 and #4 films
<b>PLASTIC PACKAGING - OTHER (#7)</b>					
PLA Bottles (non-beverage)	Yes	No		Not accepted	Contaminant in recyclable plastics
PLA Clamshells	Yes	No		Not accepted	Contaminant in recyclable plastics
PLA Cold Drink Cups	Yes	No		Not accepted	Contaminant in recyclable plastics

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 ANNEX 15 - LIST OF ACCEPTABLE MATERIALS TO BE USED WITH PLANNED PRINTED PAPER STEWARDSHIP PLAN

Material Type	Is item residential PPP under Schedule 5?	Residential PPP under Schedule 5			
		Curbside and Depot	Depot Only	Not accepted in PPP collection system	Reason for Exclusion
PHA Bottles	Yes	No		Not accepted	Contaminant in recyclable plastics
EVOH Films	Yes	No		Not accepted	Contaminant in #2 and #4 films
Other Bottles (non-beverage)	Yes	Yes			
Other Jars	Yes	Yes			
Other Clamshells	Yes	Yes			
Other Trays	Yes	Yes			
Other Tubs & Lids	Yes	Yes			
Other Cold Drink Cups	Yes	Yes			
Other Planter Pots	Yes	Yes			
Other Cushion Packaging	Yes	No		Not accepted	Difficult to separate and contributes to cross-contamination of other materials
Other Films	Yes	No		Not accepted	Contaminant in #2 and #4 films
<b>PLASTIC PACKAGING - MULTI-LAYER /COMPOSITE</b>					
Sealed/blister packaging	Yes	No		Not accepted	Contaminant in recyclable plastics
Multi-laminated Plastic-based Packaging	Yes	No		Not accepted	Contaminant in recyclable plastics
Multi-laminated Juice/Drink Pouches	Yes	No		Not accepted	Contaminant in recyclable plastics
Multi-laminated Plastic-based Packaging	Yes	No		Not accepted	Contaminant in recyclable plastics

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