



**REQUEST FOR QUOTATIONS NO. PS20181202 (the "RFQ")
PROFESSIONAL SERVICES FOR WASTE COMPOSITION STUDY**

QUOTATIONS WILL NOT BE PUBLICLY OPENED.

NOTES:

1. Quotations should be submitted by email to bids@vancouver.ca prior to 3:00 p.m., Vancouver Time (as defined in Note 2) on Tuesday, September 18, 2018 (the "Closing Time") in accordance with the following:
 - Email subject line to be: **PS# - Title – Contractor name.**
 - The document must all be combined as one file in PDF format
 - Zip the files to reduce the size or email separately if needed.
2. **"Vancouver Time"** will be conclusively deemed to be time in the City of Vancouver, as indicated in the electronic timestamp the Quotation receives upon delivery to the email address specified herein, which is in turn synchronized to Network Time Protocol (NTP) provided by the National Research Council of Canada adjusted to local Pacific Time Zone.
3. If you did not receive an automated email within few minutes, check your junk folder first, and then contact purchasing@vancouver.ca.
4. All queries related to this RFQ should be submitted in writing to the attention of:

Megs Gatus, Buyer

Email: magdalena.gatus@vancouver.ca

(the **"Contact Person"**)

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INSTRUCTIONS TO CONTRACTOR

1.0 INTRODUCTION AND SUBMISSION INSTRUCTIONS

- 1.1 The City of Vancouver (the “City”) is seeking quotations to determine if it will enter into one or more contract in respect to services to provide consulting services through a series of waste composition studies on municipal solid waste received from several sectors at the City’s owned and operated solid waste facilities. The City will issue a three-year contract and upon written approval from the City, it will be extended for up to (3) successive one-year period.
- 1.2 Contractor should carefully review Appendix 1 – Requirements for a detailed description of the City’s requirements.
- 1.3 **THIS IS NOT AN INVITATION TO TENDER. CONTRACTORS ARE NOT REQUIRED TO SUBMIT IRREVOCABLE OFFERS.**
- 1.4 Contractors should carefully review the City’s intended form of agreement attached as Appendix 3,
- 1.5 Contractors should submit quotations on the form provided. Failure to do so may result in the quotation being put aside and given no further consideration. Failure to complete all fields in the quotation form may result in the contractor’s quotation being set aside and given no further consideration.
- 1.6 If a contractor believes that the City may be unable to select it due to a conflict of interest, but is uncertain about this, the contractor is urged to contact the individual named on the cover page above as soon as possible with the relevant information so that the City may advise the contractor regarding the matter.

2.0 SUSTAINABILITY

- 2.1 The City’s Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx> align the City’s 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.
- 2.2 Each contractor is expected to: (a) complete the form attached as Appendices 2 and 6 and attach them to its quotation; and (b) adhere to the supplier performance standards set forth in the Supplier Code of Conduct. In addition, the Ethical Purchasing Policy shall be referred to in the evaluation of quotations, to the extent applicable.
- 2.3 Contractors are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that a contractor supply materials, and where such materials may cause adverse environmental effects, the contractor should indicate the nature of the hazard(s) in its quotations. Furthermore, each contractor is asked to advise the City of any known alternatives or substitutes for such materials that would mitigate such adverse effects.

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3.0 INQUIRIES

3.1 It is the responsibility of each contractor to satisfy itself as to the requirements set out in this RFQ. Inquiries are to be addressed only to the contact person named on the cover page of this RFQ no later than five (5) business days prior to Closing Time. If required, an addendum will be issued to all contractors.

4.0 PRICING

4.1 Prices quoted are to be inclusive of PST and exclusive of GST, where applicable, except where expressly requested.

4.2 All prices quoted will be fixed for the full term of the Agreement.

4.3 Prices are to be quoted CIP destination (Incoterms, 2010). For the avoidance of doubt, freight, insurance, unloading at the destination designated by the City, import duties, brokerage, royalties, handling, overhead, profit and all other similar costs are to be included in quoted prices.

4.4 The hourly rates of the consultants are all-inclusive and includes all profit and all costs of supervision, all labour, materials, overhead, vehicle hire, maintenance, insurance, repair, mileage, fuel, fuel surcharge, travel time, waiting time, overhead, profit, administrative, and all other costs, financing, expenses and charges of any kind whatsoever incurred in providing the Services, except for and excluding only GST.

Prices are to be quoted in Canadian currency.

5.0 ADDRESS(ES) FOR DELIVERIES OR WORK

Intentionally omitted – see Appendix 1 section 5.0 Deliverables

6.0 DELIVERY TIMES OR WORK SCHEDULES

Intentionally omitted – see Appendix 1 section 7.0 Schedule

7.0 QUANTITIES – NOT APPLICABLE - INTENTIONALLY OMITTED

8.0 TERMS OF PAYMENT

8.1 The City’s standard payment terms are “net thirty (30) days” after receipt and approval of an invoice, however, any discounts or more favourable (or less favourable) terms which may be offered by a contractor will be taken into consideration in evaluating quotations. Each contractor should indicate in its quotation if it offers or requires particular payment terms.

8.2 Contractors should indicate whether they can accept payment by EFT (electronic funds transfer) and/or by credit card.

9.0 CONTRACTING

9.1 The City currently expects that the result of this RFQ will be that it will contract a successful contractor to propose the entry into a contract in the form of Appendix 3.

9.2 The City may elect not to buy anything or enter into any contract as a result of this RFQ. The City may elect to enter into a contract or place an order resulting from this RFQ with one contractor or more than one contractor. The City is not obligated to enter into an

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exclusive arrangement with any contractor or to purchase any quantity of goods or services.

- 9.3 Where the head office of a successful contractor is located within the City of Vancouver and/or where a successful contractor is required to perform services at a site located within the City of Vancouver, the successful contractor is required to have a valid City of Vancouver business license (or, if available, a Metro West Inter-municipal Business License).

10.0 ALTERNATIVES / DEVIATIONS

- 10.1 If a contractor offers goods or services that do not meet all of the requirements of Appendix 1 instead of, or as an alternative to, goods or services meeting all of such requirements, the deviations or alternatives should be indicated in the contractor's quotation. The City may elect to consider and/or accept an offer of goods or services that deviate from those stated in Appendix 1, or the City may decide not to consider them, and may set aside the relevant contractor's quotation if it does not also offer goods or services meeting all of the requirements of Appendix 1.

11.0 EVALUATION CRITERIA

- 11.1 Quotations will be evaluated to determine which are likely to offer the overall best value to the City. The City's expectation is to achieve the objectives efficiently and cost-effectively. In the evaluation of submissions, the City is looking for the best value and the lowest overall cost; however, the City may also take into account other factors affecting value, including those concerning quality, service or sustainability, ability to meet the key target dates and meet the requirements on insurance and WorkSafeBC coverage, or Contractor's past work, reputations or experience. Therefore, the City may accept a quotation other than the lowest quotation.
- 11.2 The City may elect to not accept any quotation, and may terminate or amend this RFQ at anytime.
- 11.3 The City may discuss or negotiate variations from the scope of the RFQ or changes to the scope of supply to be offered by a contractor or the pricing therefor, with any one or more of the contractors responding to the RFQ without having any duty or obligation to advise other contractors or to allow other contractors to vary their quotations as a result of such discussions or negotiations.

12.0 NO CLAIMS AGAINST THE CITY

- 12.1 In submitting a quotation, the contractor acknowledges and agrees that:
- (a) this RFQ is in no way whatsoever an offer to enter into a supply agreement or an agreement imposing any duty of fairness on the City;
 - (b) submission of a quotation does not in any way whatsoever create any obligation on the part of the City to treat the contractor's or any other contractor's quotation in any particular manner or undertake this RFQ process in any particular manner (except as expressly stated in Section 12.1(c);
 - (c) subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act (British Columbia)* and the City's right to publicly disclose information about or from any quotation, including without limitation names and

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prices, in the course of publicly reporting to the Vancouver City Council about the RFQ, the City will treat each quotation (and the City’s evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information; and

- (d) the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred or alleged to be incurred by the contractor in relation to its submission of a quotation, except under the preceding Section 12.1(c).

13.0 CONFLICTS/COLLUSION/LOBBYING

13.1 Each contractor must disclose whether any officer, director, shareholder, partner, employee or of the contractor or of any of its proposed subs, or any other person related to the contractor’s or any proposed sub’s organization (a “person having an interest”) or any spouse, business associate, friend or relative of a person having an interest is:

- (a) an elected official or employee of the City; or
- (b) related to or has any business or family relationship with an 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 contractor’s quotation by the City. The City will evaluate each matter disclosed to determine whether and to what extent the contractor can be given consideration in the RFQ in light of the particular matter.

13.2 Each contractor must disclose whether any person having an interest (as defined above) is a former official, former employee or former of the City who has non-public information relevant to the RFQ obtained during his or her employment or engagement by the City. The City will evaluate each matter disclosed to determine whether and to what extent the contractor can be given consideration in the RFQ in light of the particular matter.

13.3 Each contractor must disclose whether the contractor or any of its proposed subs is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that becoming a supplier to the City in response to this RFQ would create a conflict of interest or the appearance of a conflict of interest between the contractor’s duties to the City and the contractor’s or its subs’ duties to such third party. The City will evaluate each matter disclosed to determine whether and to what extent the contractor can be given consideration in the RFQ in light of the particular matter.

13.4 Each contractor is required to disclose whether the contractor is competing for purposes of the RFQ with any entity with which it is legally or financially associated or affiliated. Each contractor must also disclose whether it is cooperating in any manner in relation to the RFQ with any other contractor responding to the RFQ. The City will evaluate each matter disclosed to determine whether and to what extent the contractor can be given consideration in the RFQ in light of the particular matter.

13.5 Each contractor is required to disclose whether it or any officer, director, shareholder, partner, employee or agent of the contractor or any of its proposed subs: (1) is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in

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the United States of America; or (2) has engaged in any form of political or other lobbying whatsoever with respect to the RFQ or sought, other than through the submission of its quotation, to influence the outcome of the RFQ process. The City will evaluate each matter disclosed to determine whether and to what extent the contractor can be given consideration in the RFQ in light of the particular matter.

14.0 INSURANCE AND WORKERS' COMPENSATION COVERAGE

- 14.1 Each Contractor should submit with its Quotation a Certificate of Existing Insurance, in the form of Appendix 4 to the RFQ, duly completed and signed by its insurance agent or broker as evidence of its existing insurance.
- 14.2 In addition, each contractor must include with its quotation a letter confirming its current WorkSafeBC registration.

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QUOTATION FORM

ATTENTION: MEGS GATUS

FROM: _____ **(Company Name)**
_____ **(Contact Name)**

**SUBJECT: REQUEST FOR QUOTATIONS NO. PS20181202 (THE "RFQ") –
PROFESSIONAL SERVICES FOR WASTE COMPOSITION STUDY**

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The undersigned Contractor, having carefully read and examined the RFQ and having full knowledge of the requirements described therein, does hereby offer to provide the goods and/or services in accordance with the specifications and terms and conditions set out in the RFQ (except as expressly noted below in this completed Quotation Form) and upon the pricing and other terms and conditions referred to below in this completed Quotation Form.

1.0 TABLE OF PRICES:

Contractors should provide the following pricing schedules in accordance with Section 4.0 of Instructions to Contractors - Pricing.

A. Project fees

- a) The table contain a breakdown of the project fees into the costs associated with project activities/deliverables in different tasks;
- b) The tables contain the team members assigned to each task and their hourly rate;
- c) Consultants are to evaluate the necessary level of effort based on the descriptions of the scope and their past experiences on similar projects and put in the estimated hours per month required for each task with the hourly rates applied for all team members and sub-consultant(s) utilized in the project. Spaces or columns can be added to the table if more spaces are needed;
- d) The tables should have a description of all disbursements associated with each task. Disbursements include the transportation cost (gasoline and parking) and administration cost (phone calls, courier and photocopies);

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PROJECT FEES								
TASKS	Description of activities/deliverables	Team member 1 (hourly rate \$____)		Team member 2 (hourly rate \$____)		Sub-consultants	Estimated disbursements	Sub-total (incl. PST)
		Est. hours	Sub-total	Est. hours	Sub-total	Total fees		
Project Management	Project planning/meetings							
Single Family Residential Waste Composition Studies	Field Work, Sampling							
	Data Analysis and Statistical Evaluation							
Multi-Family Residential Waste Composition Studies	Field Work, Sampling							
	Data Analysis and Statistical Evaluation							
Litter Can Waste Composition Study	Field Work, Sampling							
	Data Analysis and Statistical Evaluation							
Streetscapes Recycling Composition Study	Field Work, Sampling							
	Data Analysis and Statistical Evaluation							
Construction & Demolition (C&D) Composition Study	Field Work, Sampling							
	Data Analysis and Statistical Evaluation							

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Stanley Park Streetscapes Recycling Composition Study (Optional) <i>Note - more than one bin type/location type may be requested - please provide pricing per bin type/location type (i.e. separate data for bins located near concessions vs. bins located elsewhere in park)</i>	Field Work, Sampling							
	Data Analysis and Statistical Evaluation							
VSTS Drop-off Garbage Study (Optional)	Field Work, Sampling							
	Data Analysis and Statistical Evaluation							
Final Report	Draft report							
	Final report							
Sub-total project fees and disbursements:								
GST (5%):								
Total project fees and fixed disbursements(including GST and PST):								

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B. Fees for optional items

Item	Description (By Activity, Milestone and/or Deliverable)	Sub-total (including PST)
	For all waste categories - removal of batteries from electronic items to be weighed and categorized separately (i.e. battery weight included in battery category, not in electronic items category)	
	Sub-total (including PST):	
	GST (5%):	
	TOTAL (including GST and PST):	

C. unit price for applicable labour and materials to be used for change orders

Item	Description (Labour or Material category)	Unit (Hourly, Lot or Each)	Unit Rate
1.			
2.			
3.			

2.0 MINIMUM SERVICE REQUIREMENTS

Contractors are to indicate compliance (yes or no) in the column to the right:

	CITY'S MINIMUM SERVICE REQUIREMENTS	COMPLIANCE
1.	The consultant must demonstrate relevant experience with conducting waste composition studies in the last 5 years; and have completed a minimum of 10 projects with similar engagements for similar work.	Yes: _____; No: _____
2.	The lead engineer in the consultant's proposed project team must have 7 years' experience in conducting waste composition studies and must demonstrate solid waste knowledge, sample data analysis and report writing skills as required in the Work Scope.	Yes: _____; No: _____
3.	The consultant must demonstrate experience with municipal governments or government agencies in waste composition studies.	Yes: _____; No: _____
4.	The consultant must commit to the project timeline	Yes: _____; No: _____

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	as required in the Scope.	
5.	Insurance: The consultant’s company is able to meet the minimum insurance requirements set out in in the Form of Agreement - Appendix A.	Yes: _____; No: _____
6.	WorkSafeBC: The consultant’s company is registered and in good standing with WorkSafeBC as described in the Form of Agreement Section 9.0.	Yes: _____; No: _____
7.	Acceptance Criteria: garbage and organics sampling and sorting is to be carried out in accordance with the methodology set out in “ <i>Recommended Waste Characterization Methodology for Direct Waste Analysis Studies in Canada</i> ” (1999) prepared by SENES Consultants Limited for the Canadian Council of Ministers of the Environment (CCME).	Yes: _____; No: _____

3.0 QUALIFICATIONS AND SKILLS OF PROJECT TEAM MEMBERS

Consultants are to provide the project team information identifying key project team members/roles and responsibilities, and outlining their experiences especially the experiences associated with the services required in the Work Scope.

4.0 METHODOLOGY

- A. Provide a detailed description for the services, by phase or by deliverables. Please include details of sampling activities (number and size of samples, data recording, analysis, resulting level of accuracy).
- B. Provide a summary of the approach to planning, coordinating and conducting the work including details on how the schedule in Appendix 1 section 7.0 will be met.

5.0 SUB-CONSULTANTS

Consultants are to list all of the sub-consultants including labour from any social enterprise organizations that the Consultants propose to use in carrying out its work under an agreement, or state that the Consultants do not propose to use any sub-consultant(s). A work plan and methodology in a letter form describing the work to be performed by the sub-consultant should be included in the submission. If selected to enter into an Agreement with the City, the Consultants may be limited to using sub- consultant(s) listed in its Quotation.

6.0 EXPERIENCE AND REFERENCE

- A. Describe the Consultant’s company, purpose and history of successes including number of years in business, projects.
- B. Describe the Contractor’s relevant experience with similar engagements for similar work over the last two (2) years as well as references for same by completing the table below. By submitting a Quotation, the Supplier consents to the City contacting these references,

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and consents to the City also contacting any other organization for the purposes of evaluating the Supplier's company and Quotation.

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

7.0 SUSTAINABILITY - PLEASE COMPLETE APPENDIX 6 and refer to Section 2.0 Instruction to Contractor

8.0 TERMS OF PAYMENT

(Provide the information requested by Section 8.0 of the RFQ's Instructions to Contractors.)

9.0 CONFLICTS/COLLUSION/LOBBYING

(Provide the information requested by Section 13.0 of the RFQ's Instructions to Contractors.)

10.0 OTHER INFORMATION

(Please set forth in this Section 10.0 all other details requested or required by the RFQ, or which the Contractor wishes to include as part of its offer. Among other things, note here any proposed deviations from Appendix 3. Add additional pages as necessary.)

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11.0 TERMS AND CONDITIONS

By signing this form, the contractor acknowledges that: (a) it has read, understands and agrees to the terms and conditions set out in the RFQ's Instructions to Contractors (except as noted above); (b) it has read and understands the information in Appendix 1 and Appendix 3 of the RFQ; (c) it has noted herein any deviations from the requirements of Appendix 1 of the RFQ; and (d) it has completed, executed and attached hereto the forms set out in Appendix 2 of the RFQ.

Moreover, by signing this form, the contractor also acknowledges and agrees that it has determined that the terms and conditions stated in Appendix 3 would be acceptable to it, or it has noted required deviations above.

Company Name: _____

Signature of Authorized Signing Officer: _____ Date: _____

Name of Authorized Signing Officer: _____

Title of Authorized Signing Officer: _____

Mailing Address: _____

Cheque Payable/Remit to Address: _____

Telephone No.: _____ Fax No.: _____

Key Contact Person: _____ E-mail: _____

GST Registration No.: _____ Date and Jurisdiction of Incorporation: _____

City of Vancouver Business License No. (or, if available, Metro West Inter-Municipal Business License No.): _____ WorkSafeBC Registration No.: _____

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APPENDIX 1 - REQUIREMENTS

1.0 INTRODUCTION

The City of Vancouver (the “City”) is seeking a Consultant (the “Consultant”) to provide consulting services through a series of waste composition studies on municipal solid waste received from several sectors at the City’s owned and operated solid waste facilities. The studies will include the residential and litter can streams received at the Vancouver South Transfer Station (the “VSTS”) and construction & demolition (C&D) material received at the Vancouver Landfill (the “VLF” or “Landfill”)) in Delta. The composition study performed in 2015 by Tetrattech referred to C&D previously as demolition, land-clearing and construction (DLC). For the purposes of this RFQ, all references to this waste stream will be stated as C&D.

2.0 BACKGROUND AND SECTOR OVERVIEW

2.1 Single Family and Multi-Family Residential City of Vancouver (City) Serviced Garbage and Green Bin Programs

- a) In Vancouver, the City of Vancouver collects garbage and organics (commingled yard trimmings and food scraps) using a cart based system from approximately:
 - one hundred five thousand (105,000) single family residential properties;
 - thirteen thousand (13,000) multi-family and mixed use buildings; and
 - four hundred (400) commercial properties.
- b) In 2017, City crews collected approximately thirty-four thousand seven hundred (34,700) tonnes of garbage and forty-nine thousand (49,000) tonnes of organics. Five (5) cart sizes are used (75, 120, 180, 240 & 360 litres) by residents/customers and are collected by a combination of fully automated and semi-automated trucks run by City crews. The city is divided into ten (10) collection zones.
- c) In 2013 the City permanently switched the schedule of both garbage and organics collection. Garbage is now collected bi-weekly and organics on a weekly schedule. For more details, please visit the website below: <http://vancouver.ca/home-property-development/set-out-garbage-recycling-green-waste.aspx>.
- d) In mid-September 2018 daily volumes of garbage are estimated to be in the approximately 100 - 170 tonnes per day range, collected by an estimated ten (10) collection trucks working daily. Daily volumes of organics are estimated to be in the 170 - 210 tonnes per day range, collected by an estimated nineteen (19) collection trucks working daily. Most collection trucks will dump twice per day at VSTS at around 9 am - 10 am and 1 pm - 2 pm.

2.2 Litter Can Program

City crews collect from about three thousand (3,200) litter cans within the city including city streets, parks and seawalls. The collection is divided into three (3) main collection zones plus a city wide parks route. Annually, City crews collect approximately two thousand five hundred (2,500) tonnes of garbage from litter cans in the city. Two (2) City crews, afternoon and night shift, service litter cans throughout the week and dump their loads at VSTS.

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APPENDIX 1 - REQUIREMENTS

2.3 Streetscapes Recycling Program

The City has recently installed streetscape bins designed to collect source separated printed paper and packaging (PPP), mixed containers and garbage, in a variety of areas within downtown Vancouver. This portion of the study will focus on auditing items collected within the Robson and Davie Street streetscape bins, with an option to include Stanley Park streetscape bins.

2.4 Construction & Demolition (C&D), Previously referred to as Demolition, Land-Clearing & Construction (DLC)

- a) C&D material brought in by private haulers into the VLF is mainly wood waste with small amounts of soft construction material, which must meet a minimum criteria for wood content of 80%. Gypsum, asbestos, putrescible material and Hazardous Wastes are prohibited. In 2017, a total of 126,513 tonnes of C&D material were accepted for disposal and beneficial use within the VLF.
- b) On November 29, 2017, the City of Vancouver issued a letter to commercial demolition waste haulers outlining updated tipping fees, disposal policies and material specifications. It is attached as Attachment F.
- c) On January 2015, Metro Vancouver’s (MV) Clean Wood Disposal Ban came into effective at all Regional Facilities including VLF. More information can be found at the website: <http://www.metrovancouver.org/services/solid-waste/business-institutions/clean-wood-disposal-ban/Pages/default.aspx>.

2.5 Drop-Off (Self-Haul) Garbage at VSTS and VLF

- a) Drop-Off garbage loads from contractors and residential customers typically bring bulky items, building materials, end-of-life products and other large waste directly to each facility. September is an average month for both sites, but this can vary depending on weather.
- b) The VLF Residential Drop-Off (RDO) area has an estimated 31,250 customers a year that come to drop off approximately 6,900 tonnes of garbage. These are small vehicles that are not self-tipping and are unloaded by hand into bins below grade.
- c) The VSTS tipping floor is shared by self-tipping vehicles and self-haul customers and receives an estimated 7,800 tonnes of garbage from self-haul vehicles annually. Self-haul customers empty their loads onto the tipping floor by hand and material is pushed into the pit by City staff and equipment.

3.0 MINIMUM SERVICE REQUIREMENTS

CITY’S MINIMUM SERVICE REQUIREMENTS	
1.	The consultant must demonstrate relevant experience with conducting waste composition studies in the last 5 years; and have completed a minimum of 10 projects with similar engagements for similar work.
2.	The lead engineer in the consultant’s proposed project team must have 7 years’ experience in conducting waste composition studies and must demonstrate solid waste

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APPENDIX 1 - REQUIREMENTS

	knowledge, sample data analysis and report writing skills as required in the Work Scope.
3.	The consultant must demonstrate experience with municipal governments or government agencies in waste composition studies.
4.	The consultant must commit to the project timeline as required in the Scope.
5.	Insurance: The consultant’s company is able to meet the minimum insurance requirements set out in in the Form of Agreement - Appendix A.
6.	WorkSafeBC: The consultant’s company is registered and in good standing with WorkSafeBC as described in the Form of Agreement Section 9.0.
7.	Acceptance Criteria: garbage and organics sampling and sorting is to be carried out in accordance with the methodology set out in “ <i>Recommended Waste Characterization Methodology for Direct Waste Analysis Studies in Canada</i> ” (1999) prepared by SENES Consultants Limited for the Canadian Council of Ministers of the Environment (CCME).

4.0 SCOPE OF WORK

- 4.1 At VSTS, the Consultant shall determine the composition of municipal solid waste collected originating from single family (SF) and multi-family (MF) residences, drop-off (DO), public litter cans and streetscapes recycling stations.
- 4.2 At VLF, the Consultant shall determine the composition of dedicated commercial loads of C&D.
- 4.3 The Consultant shall determine the composition of the above sectors as follows:
- a) **Single Family and Multi-Family Residential Program**
- i. Composition of garbage and organics (commingled yard trimmings and food scraps), collected by City crews and received at VSTS, through sorting and measuring samples gathered in statistically defensible manner.
- ii. The objective is to establish current data on the composition and quantity of Vancouver single family and multi-family residential garbage and organics, with particular interest in quantifying the amount of:
- food in the garbage;
 - BC Product Stewardship Program materials in the garbage;
 - food in the Green Bin;
 - the amount of (contamination) material in the Green Bin not acceptable for composting at the processing facilities;
 - the amount of single use items contained in garbage and Green Bin streams (coffee cups, disposable utensils, take-out food containers, etc.).
- iii. Material originating from the single family sector shall be sampled for two (2) consecutive weeks (Monday to Friday) at VSTS. Material from the multi-family sector shall be sampled for 1 (one) week (Monday to Friday) at VSTS. Estimated sampling dates are shown in section 1.1.6 - Schedule.
- iv. For single family collected materials, it is estimated that four (4) to five (5) samples from the garbage, and four (4) to five (5) samples from the

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Green Bin streams, can be collected and sorted each day. With multi-family, is estimated that one (1) sample from the garbage, and one (1) sample from the Green Bin streams, can be collected and sorted each day. Note that the multi-family samples are highly dependent on daily equipment availability and should be considered in the sampling schedule and fees. Worst case, there may be no (0) samples and best case there are ten (10) samples, five (5) each from the garbage and Green Bin streams in that week. The reason being that a dedicated truck is required to separately collect the multi-family routes solely for the purposes of the composition study. Samples shall be sorted into material categories as described in Attachment A (garbage) and Attachment B (green bin). Each sample shall be taken separately from a single incoming City collection truck load, for all materials.

- v. For Green Bin composition, two (2) sets of measurements are required for plastic bags containing garbage.
- Measurement 1 - The total weight of the plastic bag and contents
 - Measurement 2 - The weight of the empty plastic bag and the composition of the contents

The reason for this is to understand what percentage of Green Bin contamination is bagged garbage, and to also understand the specific contamination contained within the plastic bag.

- vi. For Green Bin composition, two (2) sets of measurements are required for plastic bags containing accepted compostable material, including compostable plastic bags.
- Measurement 1 - The total weight of the plastic bag and contents
 - Measurement 2 - The weight of the empty plastic bag and the composition of the contents

The reason for this is that as anything contained within a plastic bag, compostable or otherwise, is considered a contaminant. The study should document the extent of this problem, and document what compostable material is present within the bags that contaminate the waste stream.

b) Litter Can Program

- i. Composition of litter in public use litter cans collected by City crews and received at VSTS, through sorting and measuring samples gathered in statistically defensible manner.
- ii. The objective is to establish current data on the composition and quantity of material captured in Vancouver’s Litter Can Program , with particular interest in quantifying the amount of:
- food in the litter;
 - BC Product Stewardship Program materials in the litter;
 - household garbage ending up in litter cans;
 - the amount of single use items contained in litter.
- iii. The consultant can sample either during the first or second week coinciding with the residential waste composition study as shown in section 1.1.6 - Schedule, or the week following. Sampling shall be conducted for two (2) days (any of Monday to Friday the same week) at

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VSTS. It is estimated that three (3) to five (5) samples from the litter cans loads can be collected and sorted each day. There are two shifts that service the litter cans and their trucks dump around 6:00 am - 7:00 am (night shift) and 8:00 pm - 9:00 pm (afternoon shift). Currently, the litter cans collection services are divided into three main collection zones plus a city wide parks route. Samples shall be sorted into material categories as described in Attachment A. Each sample shall be taken from a single incoming City litter can collection truck load.

- iv. If bags of garbage (material other than street litter) are encountered, the entire bag should be weighed intact and recorded as a complete bag/single material category without sorting the contents into material categories. If bags of legitimate street litter are encountered, the material shall be sorted into the categories outlined in Attachment A.
- v. Separate Streetside and Parks litter streams will be provided, and should be analyzed and reported separately. The City will be responsible for delivering these two streams separately for analysis.

c) Streetscapes Recycling Material

- i. Composition of materials from public use streetscapes recycling containers collected by City crews and received at VSTS, through sorting and measuring samples gathered in statistically defensible manner.
- ii. The objective is to establish current data on the composition and quantity of Vancouver streetscapes recycling container materials, with particular interest in understanding the quality and quantity of recyclable and compostable organics that is collected using streetscape bins, as well as the accuracy of sorting within each stream. Additionally, for the garbage stream, the aim is to understand the amount of Recycle BC items that are not being recycled.
- iii. The consultant will create one sample entry for each material stream (containers, fiber, and garbage). For optional parks material stream, separate tracking will be required, and material streams are different from those collected on street (containers, garbage, organics).
- iv. The consultant can sample either during the first or second week coinciding with the residential waste composition study as shown in Appendix 1, Section 7.0 - Schedule, or the week following. Sampling shall be conducted for two (2) days (any of Monday to Friday the same week) at VSTS. As collection of this stream is limited, the City will work to specifically collect samples outside of the regular collection stream. It is estimated that one (1) sample from streetscapes recycling can be collected and sorted each day. Samples shall be sorted into material categories as described in Attachment C.
- v. If bags of garbage (material other than streetscape recycling) are encountered, the entire bag should be weighed intact and recorded as a complete bag/single material category without sorting the contents into material categories. Bags of legitimate streetscapes waste/recycling

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(i.e. bag containing fast food waste, paper bag containing paper recycling) should be separated into the categories as per Attachment C.

d) Construction & Demolition (C&D)

- i. Composition of dedicated commercial C&D loads received at VLF for disposal. Samples shall be gathered in a statistically defensible manner.
- ii. The objective is to establish current data on the composition and quantity of the commercial C&D waste stream. Understanding the current composition of this waste, especially the wood portion (clean, unpainted/untreated wood), enables the City to explore reuse, recycling or energy recovery opportunities.
- iii. The C&D portion of the study shall determine the following:
 - An estimate of the composition of the C&D stream including clean wood (unpainted, unstained, untreated) received at the VLF. Attachment F states what is allowed at the VLF as ‘C&D’. This estimate is to be based on sample inspections performed at the site;
 - An estimate of ferrous and non-ferrous metals;
 - An estimate of pieces greater than and less than 24”
 - An estimate of materials that are expected to contain chlorides;
 - An estimate of the annual overall composition of the C&D waste including clean wood (unpainted unstained, untreated) disposed of in the Metro Vancouver region. This is to be based on an extrapolation of the sampling period's results over the course of a calendar year, along with reasonable statistical modifications to adjust for seasonal variations; and
 - Projected annual tonnages of each material type described in Attachment D and disposed of at the VLF, in the Metro Vancouver region and leaving the region, based on the seasonally-adjusted annual overall composition and regional data provided by Metro Vancouver. The City will provide the total annual tonnage of material received in order to calculate the projections.

All assumptions are to be clearly listed to provide the requested information as part of the scope of this RFQ. It is expected that the consultant will use available data and literature from Metro Vancouver and other sources. The City will not pay for extra field studies beyond the scope of this RFQ to verify items such as material leaving the region.

- iv. Each inspection or sample should be taken from a single incoming commercial C&D truck load. For each load sampled, a brief interview shall be conducted with the incoming driver. Raw data recorded and reported for each individual load shall include the following basic information:

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- the source of the load:
 - construction, demolition, renovation - single family, multi-family institutional/commercial, other (please specify)
 - land clearing
 - manufacturing industries
 - reload from transfer station;
 - the nature of the load;
 - if the load is dominated by one or two identifiable materials (e.g. Hydro Poles) please specify
 - truck identification, hauling company, and time and date;
 - city of origin or cities of origin that make up the load;
 - the type of vehicle and details of the container/trailer (size, type, etc.);
 - vehicle tare and load weight;
 - volume;
 - a digital photograph of the load.
- v. It is important that the estimated composition is correlated with the measured weight of each load. The consultant will work cooperatively with VLF staff to ensure copies of the scale records are recorded.
- vi. The materials to be quantified are listed in Attachment E
- vii. The consultant can sample either during the first or second week coinciding with the residential waste composition study as shown in Appendix 1 Section 7.0 - Schedule. Sampling shall be conducted for 1 (one) week (Monday to Friday) at VLF on the east side of the VLF where most of the C&D is being dumped. Note the busiest times for demolition loads arriving are typically between 7:30 am - 8:00 am and between 10:00 am - 2:00 pm during weekdays. Loads are not accepted after 3pm.
- viii. The consultant will sample a minimum of 50 loads of C&D waste or approximately 750 to 1,000 tonnes. The will work with VLF staff to determine a suitable schedule to achieve this objective. It is preferred that the sampling event be completed within one work week if possible to minimize the disruption to site operators.
- ix. The consultant will submit a detailed methodology for sampling the loads of incoming C&D material. Due to the bulky and heavy nature of objects found in these loads, a visual observation and volumetric estimating method of determining composition may be used, rather than physical separation and weighing of materials. If this is the case, the will provide its methodology and conversion factors for translating volumetric measurements into weight data in their proposals and in the final report. For improved accuracy using the volumetric methodology, density conversion factors should be adjusted on a case-by-case basis to reflect visual observations of the actual material in the field.
- e) **Drop-Off (Self Haul) Garbage (Optional)**
- i. Composition of materials brought directly for disposal as garbage by residents and small businesses to the VLF Residential Drop-Off (RDO) area and VSTS through sorting and measuring samples gathered in statistically defensible manner. The objective is to establish current data on the composition and quantity of self-hauled material, with particular interest in the amount of reusable and recyclable materials, including building

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products, furniture and other bulky items often not disposed in the previously mentioned materials streams;

- ii. The consultant can sample either during the first or second week coinciding with the residential waste composition study as shown in section 1.1.6 - Schedule, or the week following. Sampling shall be conducted for three (3) days, including at least one Saturday or Sunday at VSTS, and three (3) days, including at least one Saturday or Sunday at VLF. Sampling should take place for a minimum of 6 hours each day during peak hours between 8 am and 5 pm. The Consultant completing the sampling at the VSTS will be required to show proof of fit testing and wear a half mask respirator while conducting the visual sampling on the tipping floor.
 - iii. Sample composition can be estimated visually using representative volume to weight conversion factors for each material, taking into account moisture content (i.e. water-logged items that have been left in the rain). Each vehicle should be treated as an individual sample and the net weight of the total load can be obtained from City staff and scales. The Consultant shall record the vehicle license plate and trailer licence plate (if applicable), the vehicle type, and confirm if the sample is residential or ICI. Photographs or videos of samples should be taken. Samples shall be sorted into material categories as described in Attachment E.
 - iv. If opaque bags of garbage are encountered, the bags shall be opened and pulled apart to view materials where possible, and the material should be sorted into the appropriate categories.
 - v. Sampling of Drop-Off garbage will be quoted on as an optional item within the RFQ.
- 4.4 The Consultant is responsible for the training, health and safety of its staff and those of any and all of its subs involved in the study, and will comply with the City’s health and safety and security programs, including all personal protective equipment (PPE) requirements. All field personnel of the successful are required to attend a site orientation and safety briefing at the solid waste facilities prior to start of any work.
- 4.5 Waste sampling is typically performed in a busy environment with large truck traffic and large machinery operating. Safe work practices and a tidy worksite are essential to keeping the operation running smoothly and safely during and after the sampling events. The Consultant shall be responsible for selecting suitable loads for sampling, maintaining a clean and neat workplace, and final cleanup of the sorting area.
- 4.6 For VSTS and VLF, site operators will assist where possible in the direction of selected vehicles to the designated sorting area.
- 4.7 The City is encouraging Consultants to utilize labour from social enterprise organizations that provide easy-to-access employment opportunities to those with barriers to traditional employment should be considered for conducting sampling and sorting activities.
- 4.8 General Weighing Protocol
- The consultant is responsible for weighing all collected materials described above as follows:
- All weight measurements will be expressed in kilograms to two decimal places
 - Weigh fines and describe the composition (using a visual inspection)

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- If there is material stuck to the bag, the weight of the bag should be included in the appropriate category with an explanatory comment and the weight of a dry bag subtracted during data analysis. An accurate dry bag weight can be achieved by weighing a specific number of bags and dividing by that number to get an individual bag weight. This bag weight can then be used (rather than actual weight) so that bag weights are not artificially inflated due to left behind residue.
- The tare weights of the weigh bins will be checked periodically during the sorting process.
- Light materials/items must be weighed directly on the scale, not in a bin.
- Best efforts should be made to separate food wastes and scraps from their packaging before weighing. This can be achieved by opening all packaging and shaking out the contents.

4.9 The Consultant shall prepare a final report that at a minimum includes:

- study methodology;
- statistical analysis;
- photo log;
- raw data for each sample sorted;
- estimates of material composition;
- estimates of projected annual tonnages of each material type;
- estimates of accuracy level and confidence interval;
- To be included in the Appendix, a comparison summary of the September single family and multi-family data from this waste composition study with Metro Vancouver’s (MV) 2016 waste composition monitoring program data (December 2016), as well as the City of Vancouver 2015 waste composition study data (December 17, 2015). The summary should compare the averages of City of Vancouver’s with MV’s results for single family and multi-family garbage and Green Bin data (if available from MV). The City will coordinate the data exchange between MV and the Consultant, as required;
- The following C&D study items:
 - Estimates of the individual waste composition including clean wood (unpainted unstained, untreated) and projected material tonnages at VLF, broken down into the level of detail described in the provided waste categories (Attachment D). The composition should be reported both by volume, weight and percentage. This should include a detailed rationale/description of any adjustments made to the composition percentages;
 - Estimates of the C&D waste composition including clean wood (unpainted unstained, untreated) for the Metro Vancouver region based on the composition at the VLF site and broken down into the level of detail described in the provided waste categories (Attachment D). This should include a detailed rationale/description of any adjustments made to the composition percentages;
 - Estimates of the annual average composition including clean wood (unpainted unstained, untreated) taking into account any seasonal variations;
 - Projected annual tonnages of each material type including clean wood (unpainted unstained, untreated) described in Attachment E and disposed of in the Metro Vancouver region at VLF, based on the seasonally-adjusted annual overall composition. The City will provide the total annual tonnage of material received at the VLF in order to calculate the projections.
 - Estimates of accuracy level and confidence interval for each waste category and for the primary level of waste categories shown in

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- Attachment D only. This should be done for both the composition from the sampling dates and for the composition averaged over the year;
 - o A comparison of these results with the 2015 City of Vancouver DLC Waste Composition Study and most recent Metro Vancouver C&D Waste Composition Study, following the same waste categories as described in Attachments D. The City will coordinate the data exchange between MV and the Consultant, as required;
 - Sections of the report should be subdivided as follows:
 - o Single family results
 - o Multi-family results
 - o Litter can results - Streetside and Parks
 - o C&D results
 - o Drop-Off results
 - Streetscapes recycling results should be included as a separate report
- 4.10 Past City of Vancouver and Metro Vancouver Waste Composition Studies can be used as a reference and general guide for expectations and report formatting:
- 2015 City of Vancouver Waste Composition Study (available upon request)
 - Recycling BC/City of Vancouver On-street Recycling Pilot Project Report 2016/2017 (https://recyclebc.ca/wp-content/uploads/2017/11/Streetscape-Recycling-Report_Final.pdf)
 - 2017 Metro Vancouver Multi-Family Residential Waste Composition Study (<http://www.metrovancouver.org/services/solid-waste/SolidWastePublications/2017MetroVancouverMulti-familyWasteCompositionStudy.pdf>)
 - 2016 Metro Vancouver Waste Composition Monitoring Program (<http://www.metrovancouver.org/services/solid-waste/SolidWastePublications/2016WasteCompositionMonitoringProgram.pdf>)
 - 2015 Demolition, Land-clearing, and Construction Waste Composition Monitoring Program <http://www.metrovancouver.org/services/solid-waste/SolidWastePublications/2015DLCWasteCompositionMonitoring.pdf>
 - 2017 Landfill Annual Report <https://vancouver.ca/home-property-development/annual-reports-for-landfill-and-solid-waste-divisions.aspx>
- 5.0 CITY PROVIDED
- A. The City will provide work space/sorting area at:
- Covered space at the Vancouver South Transfer Station located at 377 W Kent Ave N, Vancouver; and
 - Un-covered space at the Vancouver Landfill located at 5400 72nd Street, Delta.
- B. Sample materials will be delivered to the necessary locations for each particular waste stream by the City. The City will dispose of the material once instructed to do so by the Consultant.

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6.0 DELIVERABLES

The Consultant will provide to the City:

- A. one (1) soft copy of the draft final report via e-mail and/or CD in Word format for the City’s review and recommendations regarding revisions/changes;
- B. three (3) bound copies of the final report;
- C. one (1) electronic copy (in PDF format) of the final report.

7.0 SCHEDULE

Below is the timeline for the entire project. Consultants should propose an efficient and cost-effective work plan based on this timeline. Innovative ideas are welcome. To align with data from past studies, the city aims to complete the single family and multi-family studies as soon as possible. What is presented below is a likely schedule, but the City appreciates any efforts to bring these studies forward if possible. The City may consider extending other portions of the study if savings can be achieved. In such case, the completion date of the final report can be extended accordingly.

Item	PROJECT TASKS	TARGET DATE
A	Project kick off meeting with City staff for all three waste	October 8, 2018
B	Single Family and Multi Family Residential Garbage and Green Bin Waste Composition Studies at VSTS	
	Start field sampling	October 22, 2018
	Single family (for two weeks)	October 22, 2018
	Multi-family (for 1 week)	October 22, 2018 or October 29, 2018
	Must finish field sampling	November 2, 2018
C	Litter Can Waste Composition at VSTS	
	Start field sampling (any 2 days Mon - Fri same week)	October 22, 2018, or October 29, 2018, or November 5, 2018
	Must finish field sampling	November 9, 2018
D	Streetscapes Recycling Composition Study at VSTS	
	Start field sampling (any 2 days Mon - Fri same week)	October 22, 2018, or October 29, 2018, or November 5, 2018

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	Must finish field sampling	November 9, 2018
E	Construction & Demolition (C&D) Waste Composition Study at VLF	
	Start field sample (1 week)	October 22, 2018, or October 29, 2018, or November 5, 2018
	Finish field sampling	November 9, 2018
F	Drop off Garbage Study at VSTS and VLF	
	Start field sampling (3 days each site, including 1 weekend day per site)	October 22, 2018, or October 29, 2018, or November 5, 2018
	Finish field sampling	November 9, 2018
G	Final Report for all Three Waste Composition Studies	
	Submission of draft report	December 5, 2018
	Approval of final report by the City	December 19, 2018

8.0 Attachments

- Attachment A: Garbage Composition Categories - Single Family & Multi-Family Residential and Litter Can Studies
- Attachment B: Green Bin Composition Categories - Single Family & Multi-Family Residential
- Attachment C: Recycling Composition Categories - Streetscapes Recycling Study
- Attachment D: Construction & Demolition Categories - By Material Type
- Attachment E: Drop-Off Garbage Categories
- Attachment F: Demolition Waste Tipping Fee & Disposal Updates
- Attachment G: Owner’s List of Known Workplace Hazards
- Attachment H: Site Safety Orientations

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APPENDIX 2 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Purpose: All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <http://vancouver.ca/policy_pdf/AF01401P1.pdf>. The SCC defines minimum labour and environmental standards for City suppliers and their subs.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorised signatory of each proposed contractor must complete the following declaration and include this declaration with its submission:

As an authorised signatory of _____ (*contractor name*), I declare that I have reviewed the SCC and to the best of my knowledge, _____ (*contractor name*) and its proposed subs have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below (*include all violations/convictions that have occurred in the past three years as well as plans for corrective action*).

Section of SCC / title of law	Date of violation /conviction	Description of violation / conviction	Regulatory / adjudication body and document file number	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of _____ (*contractor name*).

Signature: _____

Name and Title: _____

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APPENDIX 3 - FORM OF AGREEMENT



PROFESSIONAL SERVICES AGREEMENT

PS20181202

PROFESSIONAL SERVICES FOR WASTE COMPOSITION STUDY

THIS AGREEMENT is made as of the [day] day of [month/year] (the "Effective Date")

BETWEEN:

CITY OF VANCOUVER
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

(the "City")

OF THE FIRST PART

AND:

[CONSULTANT NAME]
[address]

(the "Consultant")

OF THE SECOND PART

(the City and the Consultant are hereinafter sometimes referred to individually as "Party" and collectively as "Parties")

BACKGROUND:

- A. The City requires the professional services described herein, and desires to engage the Consultant to perform said services.
- B. The Consultant has agreed to perform the said services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.0 INTERPRETATION

1.1 In this Agreement, including the recitals, schedules and appendices to this Agreement, the following words and terms, unless the context otherwise requires, shall have the meanings set out below:

- (a) **"Agreement"** means this Professional Services Agreement inclusive of all schedules, appendices, exhibits or other documents attached hereto or incorporated herein by reference, as amended from time to time;
- (b) **"Applicable Laws"** means all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Consultant, any Sub-contractor and the Services, including the Vancouver Building By-law, the British Columbia Building Code, and the British Columbia Fire Code, all as may be in force from time to time;
- (c) **"City's Site"** means any land and/or premises owned by the City on which or in respect of which the Services are performed by the Consultant;
- (d) **"City's Project Manager"** means the City's employee, or his/her delegate, who is authorized in writing to deal with the Consultant on behalf of the City in connection with the Services, or to make decisions in connection with this Agreement;
- (e) **"Confidential Information"** has the meaning set out in Section 15.1
- (f) **"Contract Document"** refers to each of the individual documents composing the Agreement, including this Professional Services Agreement (exclusive of the documents attached hereto or incorporated herein by reference) and each schedule, appendix, exhibit or other document attached to this Professional Services Agreement or incorporated into the Agreement by reference;
- (g) **"Deliverables"** has the meaning set out in Section 17.1;
- (h) **"GST"** means the tax payable and imposed pursuant to Part IX of the Excise Tax Act (Canada), as amended or replaced from time to time;
- (i) **"Project Team"** has the meaning set out in subsection 2.2(c);
- (j) **"Quotation"** means the quotation submitted by the Consultant in response to the RFQ, a copy of which is attached hereto, or incorporated by reference herein by operation of, Appendix B;
- (a) **"PST"** means the provincial sales tax payable and imposed pursuant to the *Provincial Sales Tax Act* (British Columbia), as amended or replaced from time to time;
- (k) **"RFQ"** means Request for Quotation PS20150717 - Professional Services for Waste Composition Study, together with all addenda and questions and answers attached hereto, or incorporated by reference herein by operation of, Appendix C;
- (l) **"Services"** has the meaning set out in Section 2.1;

- (m) "Sub-contractor" has the meaning set out in Section 4.1; and
 - (n) "Term" means the term of this Agreement as specified in Section 12.1.
- 1.2 The Contract Documents are complementary and what is called for by any one will be as binding as if called for by all. In the event of any conflict or inconsistency between or among any of the Contract Documents, the Contract Documents will be interpreted in the following order of priority, from highest to lowest:
- (a) this Agreement, excluding Appendices B and C;
 - (b) the Quotation; and
 - (c) the RFQ.
- 1.3 In this Agreement, including the recitals, schedules and appendices to this Agreement, except as expressly stated to the contrary or the context otherwise requires:
- (a) the recitals and headings to sections, schedules and appendices are for convenience and reference only and will not affect the interpretation of this Agreement;
 - (b) the terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer, unless otherwise specified or the context otherwise requires, to this Agreement taken as a whole (including any and all attached schedules and appendices) and not to any particular section, subsection or other subdivision;
 - (c) each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;
 - (d) each reference to a rule, guideline, policy, regulation or directive is deemed to be a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;
 - (e) words importing the singular include the plural and vice versa and words importing gender include all genders;
 - (f) references to time of day or date mean the local date or time in Vancouver, British Columbia;
 - (g) all references to money mean lawful currency of Canada;
 - (h) the word "written" includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and "in writing" has a corresponding meaning; and
 - (i) the words "include" and "including" are to be construed as meaning "including, without limitation".
- 2.0 CONSULTANT'S SERVICES TO THE CITY**
- 2.1 The Consultant will provide and be fully responsible for the following services (the "Services"):
- (a) the services described in the RFP;
 - (b) the services which the Consultant proposed to provide in the Proposal; and

- (c) all services not specifically included in subsections 2.1(a) and 2.1(b), but which are necessary or incidental to the completion of such other Services.
- 2.2 The Consultant will be fully responsible for:
- (a) coordinating the Services with the City's Project Manager, or his/her delegate, and ensuring that the performance of the Services does not adversely impact any design or construction schedule for any project or work and/or services provided by the City's other consultants, in each case to which the Services relate;
 - (b) taking all steps required in placing, effecting and maintaining insurance and providing evidence of insurance as set out in Appendix A - Insurance Requirements; and
 - (c) maintaining and supervising its employees and Sub-contractors (the "Project Team") described in Section 3.1.
- 2.3 The Consultant represents and warrants to the City that the Consultant possesses the necessary skills, knowledge, qualifications and experience to perform the Services to the reasonable satisfaction of the City.
- 2.4 The Consultant will perform the Services:
- (a) with that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;
 - (b) in accordance with sound current professional practices and design standards; and
 - (c) in conformity with any and all Applicable Laws.
- 2.5 The Consultant will commence the Services promptly and will use every reasonable effort to carry out the Services in accordance with:
- (a) the requirements and appendices of this Agreement, or
 - (b) where no date is specified for the provision of any component of the Services by this Agreement, such completion dates as are reasonably specified from time to time by the City.
- 2.6 The Consultant will not permit, do or cause anything to be done at any time which could allow any lien, certificate of pending litigation, judgment or certificate of any court or any mortgage charge, conditional sale agreement, personal property security interest or encumbrance of any nature to be imposed or to remain on title to the City's Site or any other City property.
- 3.0 PROJECT TEAM**
- 3.1 Subject to Section 3.2, the Consultant will utilize only the Project Team members noted in the Proposal.
- 3.2 Except for substitutions required by circumstances not within its reasonable control, the Consultant may not make substitutions of Project Team members without the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned.
- 3.3 For the purposes of this Section 3, "substitutions required by circumstances not within its reasonable control" means substitutions required by virtue of illness, death, injury, pregnancy, medical leave, or termination of employment or contract, but expressly excludes situations

where the Project Team member is called upon to perform services for another client of the Consultant, its Sub-contractor or their affiliates.

- 3.4 The City may, with stated reasons and acting reasonably, request that the Consultant replace a Project Team member. The Consultant will, subject to scheduling and staffing considerations, make commercially reasonable efforts to replace the individual with someone of substantially similar competency and experience.
- 3.5 Regardless of whether or not the City consents to a substitution, or requests a substitution, the City will not be liable to pay additional compensation to the Consultant for any replacement Project Team member.

4.0 SUB-CONTRACTORS

- 4.1 Unless expressly permitted pursuant to Section 3.0, the Consultant may not engage any contractor or consultant (in each case a "Sub-contractor") for the performance of any part of the Services, unless the Consultant has first obtained the written consent of the City, which consent may be arbitrarily withheld.
- 4.2 The Consultant will administer, coordinate, and manage all Services provided by any Sub-contractors, and will assume full responsibility to the City for all work performed by the Sub-contractors in relation to the Services and will pay all fees and disbursements of all Sub-contractors, subject to reimbursement by the City where the City has expressly agreed in this Agreement that such reimbursement is to be separate from and additional to the fees and disbursements payable to the Consultant.
- 4.3 Where a Sub-contractor is used by the Consultant under this Agreement, the Consultant will legally bind the Sub-contractor to comply with this Agreement.
- 4.4 Nothing in this Agreement will create any contractual relationship between a Sub-contractor and the City.

5.0 BASIS OF PAYMENT TO THE CONSULTANT

- 5.1 In consideration of the Services performed by the Consultant to the satisfaction of the City and in strict conformity with the terms hereof, the City will pay the Consultant the fees and reimbursable expenses prescribed herein, plus GST as applicable to the sale made to the City hereunder.
- 5.2 The fees for the Services are described in this Section 5.0 and in **[Reference each relevant section of the Proposal or other schedule to this Agreement and ensure there are no inconsistencies.]** Subject to Section 5.3, payment to the Consultant will be based on the tasks completed by employees of the Consultant or by the Sub-contractors.
- 5.3 If there are maximum, lump sum or other limiting amounts for fees or disbursements indicated herein for the Services or for portions thereof, then notwithstanding anything to the contrary in this Agreement the maximum fees or disbursements to be paid by the City to the Consultant for the Services or such portions of the Services will not exceed those stated amounts, except as mutually agreed in writing. Any limit on the fees or disbursements to be paid by the City to the Consultant will in no way diminish the duties and obligations of the Consultant to provide the Services covered by this Agreement.
- 5.4 Notwithstanding anything to the contrary contained in this Agreement, save as otherwise mutually agreed in writing subsequent to the date hereof (or pursuant to Section 6.0), the total professional fees payable to the Consultant for the Services (not including GST or disbursements) will not exceed \$**[insert amount]**.

- 5.5 Notwithstanding anything to the contrary contained in this Agreement, save as otherwise mutually agreed in writing subsequent to the date hereof (or pursuant to Section 6.0), the total disbursements for which the City will reimburse the Consultant in respect of the Services will not exceed \$[insert amount] (the "Fixed Disbursement Amount").
- 5.6 Notwithstanding anything to the contrary contained in this Agreement, save as otherwise mutually agreed in writing subsequent to the date hereof (or pursuant to Section 6.0), the maximum liability of the City hereunder (the "Maximum Fees and Disbursements") will be \$[insert amount], plus GST and PST as applicable to the sale made to the City hereunder.
- 5.7 Subject to any "Fixed Disbursement Amount" defined herein, or any other limit on disbursements stated herein, the City will reimburse the Consultant for disbursements reasonably incurred by the Consultant in the performance of the Services. Reimbursement of these expenses by the City will be at actual cost without any addition for overhead or profit.
- 5.8 If the Consultant has engaged Sub-contractors, then the Consultant will make full payment to said Sub-contractors for work performed in relation to the Services. Subject to any "Fixed Disbursement Amount" defined herein, or any other limit on disbursements stated herein, the City will reimburse the Consultant for payments made to Sub-contractors at amounts equal to such actual payments without any additions for overhead and profit to the Consultant.
- 5.9 The Consultant will, by the 25th day of each month, provide to the City's Project Manager a draft invoice with an attached detailed account of all charges to be claimed by the Consultant for the preceding month (if any). The City's Project Manager shall review the draft, raise any concerns with the Consultant within ten working days and, after settlement of any issues (in the City's Project Manager's discretion), approve the draft invoice. The Consultant, if so requested, will meet with the City's Project Manager to expedite and settle of the draft invoice. The Consultant will submit its final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, by email to APInvoice@vancouver.ca. The invoice must contain:
- (a) the Consultant's name, address and telephone number;
 - (b) the City purchase order number;
 - (c) the name of the City's Project Manager;
 - (d) the invoice number and date; and
 - (e) Tax registration number(s).
- 5.10 If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning any of the Consultant's invoices, for whatever reason, the City will not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted until the date that the invoice is paid, provided however, the City will use reasonable efforts to have the review, audit or clarification resolved within a 60 day period. The City will, if it approves the amount of such invoice, cause the respective invoice to be paid within 30 days of approval.
- 5.11 The Consultant will keep proper accounts and records of all costs and expenditures forming the basis of any billing to the City, including but not limited to hours worked, details of all disbursements and percentage amounts of work completed. The City will be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts from the books and records of the Consultant and by such other means as will be reasonably necessary or advisable.

6.0 CHANGES TO SCOPE OF SERVICES

- 6.1 The City's Project Manager may, from time to time and at any time on prior written notice to the Consultant, vary the scope of Services to be provided by the Consultant. In that case and where this Agreement contains delivery dates and/or limits as to fees or disbursements (or a defined "Maximum Fees and Disbursements") for all or any part of the Services, such delivery dates and/or limits will be adjusted as agreed to by both Parties in writing, and failing agreement, as reasonably determined by the City's Project Manager.
- 6.2 Should the Consultant consider that any request or instruction from the City's Project Manager constitutes a change in the scope of Services, the Consultant will provide the City's Project Manager with notice in writing within ten days of such request or instruction. If the Consultant does not deliver written notice to the City within the time period specified, the City will not be obligated to make any payments of additional fees, disbursements or out of pocket expenses to the Consultant.
- 6.3 The City's Project Manager will consider the Consultant's written notice (if any) within a further ten days of receipt of the Consultant's notice and determine and advise as to whether the request constitutes a change in the scope of the Services and, if necessary, the method by which the variation will be scoped and reimbursed. If the City determines that the professional fees payable to the Consultant should be increased due to an increase in the scope of the Services then any such increases will be based on the hourly rates set out in Section [insert] of the Proposal.

7.0 RELEASE AND INDEMNIFICATION

- 7.1 The Consultant now releases the City, its officials, officers, employees and agents from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Consultant, its Sub-contractors, and their respective officers, employees and agents in connection with their performance of the Services under this Agreement.
- 7.2 In undertaking the Services, the Consultant acknowledges that the Consultant has inspected the City's Site, agrees to accept the City's Site "as-is" and undertakes to take all precautions necessary to ensure the safety of all persons employed or contracted by the Consultant to perform the Services.
- 7.3 Despite any insurance coverage of the City, the Consultant hereby agrees to indemnify and save harmless the City of Vancouver and its successors, assigns, official, employees, agents and authorized representatives and each of them (in each case an "Indemnified Party") from and against all costs, losses, claims, damages, actions, and causes of actions (collectively referred to as "Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Consultant, its Sub-contractors, or their respective officers, employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.
- 7.4 This indemnity will not affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.
- 7.5 The release and indemnity set out above will survive the expiry or sooner termination of this Agreement.

8.0 INSURANCE

8.1 The Consultant will comply with the insurance requirements set out in Appendix A - Insurance Requirements.

9.0 WORKSAFEBC

9.1 The Consultant agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Consultant 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 Consultant. The City will have the right to withhold payment under this Agreement until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.

9.2 The Consultant will provide the City with the Consultant's and each Sub-contractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the Consultant and each Sub-contractor are registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Agreement. The Consultant 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 unpaid WorkSafeBC assessments owing from any person or corporation engaged by the Consultant in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafeBC, including penalties levied by WorkSafeBC.

9.3 Whenever the Consultant is required or permitted to perform any Services on any City sites, the Consultant is now appointed and now accepts appointment as the "prime contractor" (as defined in the WorkSafeBC regulations) in connection with such Services.

10.0 CITY INFORMATION/APPROVALS

10.1 No reviews, approvals or inspections carried out or information supplied by the City will derogate from the duties and obligations of the Consultant (with respect to designs, reviews, inspections, approvals or otherwise), and all responsibility related to the Services will be and remain with the Consultant. For greater certainty, any information provided by the City to the Consultant, whether under the RFP or under this Agreement, including any studies, reports, plans, drawings, or specifications, is provided to the Consultant for information purposes only and may not be relied upon by the Consultant.

11.0 COMMUNICATION BETWEEN CONSULTANT AND CITY

11.1 The City appoints [insert name] [email address] as the City's Project Manager for the purposes of this Agreement.

In the event of the revocation in writing of [insert name]'s appointment as the City's Project Manager by the City, [insert name] will have no further authority under this Agreement, except as may be specifically designated in writing by the City and agreed to in writing by [insert name], and all references to the City's Project Manager in this Agreement will thereafter be deemed to be a reference to the City or to such other person designated in writing by the City to the Consultant.

The City's Project Manager may from time to time delegate to a representative the performance of or the authority to perform the duties, responsibilities, rights and obligations

of the City in respect of which the City's Project Manager has been designated and appointed its sole and exclusive agent.

11.2 The Consultant appoints [insert name] [email address] as its representative for the purposes of this Agreement (the "Consultant's Project Manager").

11.3 Unless otherwise agreed to in writing by the Parties, all material communication between the Consultant and the City regarding this Agreement, including performance of the Services, will be between the City's Project Manager and the Consultant's Project Manager.

12.0 TERM OF AGREEMENT

12.1 This Agreement will commence on the Effective Date and shall terminate on the third anniversary of the effective date or such later date as the parties may agree in writing (the "Term").

12.2 Subject to termination pursuant to Section 13.0 of this agreement terms and conditions, the term of this Agreement may be extended for up to (3) successive one-year period following the first anniversary of the Effective Date, at the option of the City, upon written notice from the City to the Consultant.

13.0 TERMINATION

13.1 The City at any time, in its sole judgment, may, whether or not cause exists, terminate the services of the Consultant in whole or in part by giving ten days' prior written notice to the Consultant. If termination is not for cause, the Consultant will be paid for all Services properly performed to the date of the delivery of the said notice (subject to the terms of this Agreement) plus all necessary and reasonable wind-up costs incurred, if any, in closing out the Services or the part terminated.

13.2 Despite Section 13.1, in no event and under no circumstances will the Consultant's "necessary and reasonable wind-up costs incurred" pursuant to Section 13.1 exceed \$100 (including all taxes).

14.0 ASSIGNMENT

14.1 The Consultant will not assign this Agreement in whole or in part except with the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned. Any attempt to assign this Agreement without such consent will be void and of no effect. However, the Consultant will be permitted to assign this Agreement to any entity into, by or with which the business or assets of the Consultant have been merged, acquired, consolidated or re-organized, or any entity which purchases all or substantially all of the business or assets of the Consultant, provided always that the Consultant first provides the City with:

- (a) reasonable particulars of the transaction (permitting the City to independently verify the nature of the transaction); and
- (b) a legally enforceable covenant from the new entity confirming that it is legally bound to the City to perform this Agreement.

15.0 CONFIDENTIALITY

15.1 In the course of or for the purpose of performing the Services, the Consultant will obtain or have access to information, including but not limited to technical information, financial information and business information, which is confidential to the City, and is the exclusive,

world-wide property of the City and/or its suppliers and customers (collectively "Confidential Information"). Excluded from the definition of Confidential Information is:

- (a) information which is in, or becomes part of, the public domain, not due to the Consultant's breach of this Agreement or the Consultant's actions;
 - (b) information which was previously in the Consultant's possession and did not originate from the City; and
 - (c) information which lawfully becomes available to the Consultant from a third party not under an obligation of confidence to the City regarding such information.
- 15.2 The Consultant will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. The Consultant will not, without the prior written consent of the City given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except to only those of its own employees who have a need to know the Confidential Information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and use-restriction provisions in this Section 15.0. The Consultant will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.
- 15.3 If the Consultant is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, the Consultant shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure the Consultant will promptly notify the City in writing of the existence and the terms, and conditions of the required disclosure and, at the City's request and expense, cooperate in obtaining a protective order or other assurance that confidential treatment and restrictions on use will be accorded such Confidential Information.
- 15.4 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 services to the City. The Consultant confirms and acknowledges its obligations to comply with all obligations imposed on it pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia) with respect to all personal information received from the City whether as part of the Confidential Information or otherwise.
- 15.5 The Consultant acknowledges that in the event of a breach by the Consultant or any of its employees of their respective confidentiality obligations pursuant to this Section 15.0, damages alone would not be an adequate remedy. The Consultant therefore agrees with the City that, in addition to and without limiting any other right or remedy it may have, the City will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.
- 15.6 The Consultant shall return all copies of the Confidential Information to the City, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following dates:
- (a) completion of the Services;
 - (b) expiration or earlier termination of this Agreement; and
 - (c) written request of the City for return of the Confidential Information;

provided that the Consultant shall have the right to retain one copy of the Confidential Information solely for archival purposes or as otherwise may be required by law, subject to its ongoing confidentiality and restricted use obligations.

15.7 This Section 15.0 shall survive the expiration or earlier termination of this Agreement.

16.0 NO PROMOTION OF RELATIONSHIP

16.1 The Consultant will not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, websites, internet domain names, press releases, brochures or other written materials (the "Communications") without the express prior written consent of the City (except as may be necessary for the Consultant to perform its obligations under this Agreement).

16.2 Furthermore, the Consultant undertakes and will cause all of its Sub-contractors to undertake not to disclose or promote its relationship with the City in any Communications in a manner which could suggest or create an association, express or implied, between the Consultant and the City. Without limiting the generality of the foregoing, the Consultant will not refer to or use any website, domain name, official emblem, logo or mascot of the City of Vancouver in any Communications, without the express prior written consent of the City.

17.0 DELIVERABLES

17.1 As a result of or as part of providing the Services, the Consultant may receive, create, produce, acquire or collect one or more of the following:

- (a) products, goods, equipment, supplies, models, prototypes and other materials;
- (b) information and data;
- (c) reports, drawings, plans, designs, depictions, specifications and other documentation; and
- (d) any other items identified in this Agreement as deliverables;

(collectively, the "Deliverables").

17.2 Deliverables are deemed not to include:

- (a) any item not required to be produced by the Consultant or supplied to the City as part of or together with the Services, provided that if the City has paid or is liable to pay for any portion of such item's creation, production, acquisition or collection then such item shall be deemed to be a Deliverable;
- (b) any item produced as a result of the Services, which is specified in this Agreement as being excluded from the Deliverables category; and
- (c) any item which pre-existed the effective date of this Agreement, that is owned by a third party or that is used by the Consultant as part of the services provided to any of its other customers (the "Pre-Existing Materials").

17.3 All Deliverables will be owned solely by the City unless otherwise expressly provided herein. The City shall have the complete and unfettered right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation, and without accounting in any way to the Consultant.

- 17.4 The Consultant will keep accurate records and provide regular reports to the City about the Deliverables as they are created or acquired, and grant to the City access to the Deliverables at all times on reasonable notice. The Consultant will treat each Deliverable as subject to the confidentiality provisions set out in Section 15.0 unless advised otherwise by the City.
- 17.5 Each Deliverable, as to the whole or that portion of the Deliverable then existing, will be delivered by the Consultant to the City on the earliest of each of the following events:
- (a) the date specified in this Agreement for the delivery of such Deliverable;
 - (b) immediately on the date of expiration or sooner termination of this Agreement; or
 - (c) the date specified by written notice of the City requesting delivery of all or any part of the Deliverable.
- 17.6 The Consultant transfers to the City, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable by the Consultant. The Consultant irrevocably waives, in favour of the City, all moral rights in the Deliverables. The Consultant will obtain from its employees and any independent contractors, all required assignments and releases of intellectual property, and waivers of moral rights, in the Deliverables. The Consultant will not assert any rights to or interests in, or apply for or register any copyright or other rights or interests in, the Deliverables, or assist any other person in doing so. The Consultant shall provide to the City, during and after the term of this Agreement, any reasonable assistance required for the City to obtain, perfect and enforce its ownership of and rights in the Deliverables, including without limitation execution of assignments and transfers of the Deliverables. This Section does not apply to Pre-Existing Materials.
- 17.7 The Consultant will not incorporate any Pre-Existing Materials in any Deliverable without first:
- (a) advising the City, in writing, of the nature of the Pre-Existing Materials and their proposed use and obtaining the City's written consent to do so;
 - (b) acquiring from each third-party owner of such Pre-Existing Materials, a fully paid-up, perpetual, non-exclusive license, in writing, for the City to use the Pre-Existing Materials as part of the Deliverable; and
 - (c) granting, in writing, to the City with respect to such Pre-Existing Materials that the Consultant owns, a fully paid-up, perpetual, non-exclusive license to use the Pre-Existing Materials as part of the Deliverable.
- 17.8 The Consultant represents and warrants that the Deliverables will not infringe, misappropriate or misuse any copyright, patent, trade-mark, trade secret, or confidential or proprietary information of a third party. The Consultant shall defend, indemnify and hold the City harmless from and against any and all damage, liability, cost and expense incurred by the City in connection with any claim by a third party that a Deliverable infringed, misappropriated or misused its copyright, patent, trade-mark, trade secret, or confidential or proprietary information.
- 18.0 NOTICES**
- 18.1 Any notice required or permitted to be given to the Consultant will be sufficiently given if delivered in writing by the City's Project Manager to the Consultant's Project Manager personally or, if mailed, by registered mail to the last known address of the Consultant.

18.2 Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing by the Consultant's Project Manager to the City's Project Manager personally or, if mailed, by registered mail to City of Vancouver at 453 West 12th Avenue, Vancouver, B.C., V5Y 1V4 (addressed to the attention of the City's Project Manager).

19.0 NO CONFLICT OF INTEREST

19.1 The Consultant agrees that during the Term the Consultant will not engage in any conduct which would or might put the interests of the City into conflict with the interests of any other person, whether or not a client of the Consultant's. Without limiting the general scope of this Section 19.1 and by way of example only, the Consultant is prohibited from and will not provide any services which assist or could be seen to be assisting any person in responding to a request for proposal or invitation to tender, or otherwise giving that person an unfair competitive advantage over other proponents or tenderers responding to a request for proposal or invitation to tender by the City. The Consultant now acknowledges that a breach of this Section 19.1 could constitute not only a breach of this Agreement but also a violation of the *Competition Act* (Canada) and *Criminal Code* of Canada, and accordingly, could be punishable as a crime (as well as a breach of contract).

19.2 The Consultant now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Consultant'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 an elected official or employee of the City, such that there would be any conflict of interest or any appearance of a conflict of interest in the administration of this Agreement or the performance of the Services.

20.0 NON-RESIDENT WITHHOLDING TAX

20.1 If the Consultant is a non-resident of Canada as defined in Canadian income tax legislation, the City may withhold from all monies payable under this Agreement such amounts as set out in Canadian income tax legislation, unless a Canada Revenue Agency waiver has been provided to the City within the time limit required under the Canada Revenue Agency administrative guidelines as in effect from time to time and, in any event, prior to payment of an invoiced amount.

20.2 The City shall receive full credit under this Agreement for monies withheld as of and from the date of the withholding and no interest will be payable by the City on sums withheld and later paid directly to the Consultant.

20.3 The Consultant shall indemnify the City for any losses, damages or expenses incurred by the City as a result of the Consultant's failure to properly disclose to the City its non-resident status, as defined in Canadian income tax legislation.

21.0 COMPLIANCE WITH LAW

21.1 The Consultant will comply with the City of Vancouver License By-law and maintain a valid business license throughout the duration of this Agreement.

21.2 The Consultant agrees that it will during the Term comply with all Applicable Laws.

22.0 GOVERNING LAW AND RESOLUTION OF DISPUTES

22.1 This Agreement will be governed by the laws of the Province of British Columbia and the courts of British Columbia will have exclusive jurisdiction to determine all disputes arising under this Agreement and the Parties now irrevocably agree to submit all disputes to the courts of British Columbia for resolution.

23.0 INDEPENDENT CONSULTANT

23.1 This Agreement is a contract for services and the Consultant, its permitted Sub-contractors, and the officers, directors, shareholders, partners, personnel, affiliates and agents of the Consultant and its permitted Sub-contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City.

23.2 The Consultant will not represent to anyone that the Consultant has any authority to bind the City in any way or that the Consultant is an employee or agent of the City.

24.0 INDEPENDENT LEGAL ADVICE

24.1 The Consultant acknowledges that the Consultant has been given the opportunity to seek independent legal advice before executing this Agreement.

25.0 TIME FOR PERFORMANCE

25.1 **Time of the Essence.** Time shall be of the essence of this Agreement.

25.2 **Unavoidable Delay.** Notwithstanding Section 25.1, except for the performance of obligations to pay money, the time periods for the City and the Consultant to perform under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section, an “**Unavoidable Delay**” means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by the Consultant’s lack of financial resources; the Consultant’s insolvency ; strikes, lockouts or other withdrawals of services arising out of any labour dispute involving the City, the Consultant or a Sub-contractor; or governmental action taken in the enforcement of any law specifically against the Consultant or its Sub- Consultants. If an Unavoidable Delay occurs, the non-performing party will, as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement.

26.0 GENERAL

26.1 **No Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach hereunder, except as may be specifically agreed in writing by the City.

26.2 **Severability.** The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.

- 26.3 **Remedies Cumulative.** The remedies of the Parties provided for in this Agreement are cumulative and are in addition to any remedies available to the Parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a Party to any other remedies against the other Party and a Party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.
- 26.4 **Further Assurances.** Each Party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 26.5 **Entire Agreement.** The Contract Documents constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.
- 26.6 **Amendment.** This Agreement shall not be amended except as specifically agreed in writing by both the City and the Consultant.
- 26.7 **Joint and Several Liability of Joint Venture Participants.** If the Consultant is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges and liabilities of the entities who comprise the Consultant shall be joint and several.
- 26.8 **Schedules and Appendices.** The schedules and appendices attached hereto are incorporated by reference in and form an integral part of this Agreement.
- 26.9 **Set-Off.** The City may at its option, withhold and set-off against any amount owing to the Consultant (whether under this Agreement or otherwise) any amounts payable by the Consultant to the City (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against the Consultant, whether such claim is at law or in equity or tort or on any other basis.
- 26.10 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the City and the Consultant and their respective successors and permitted assigns.
- 26.11 **Execution.** This Agreement may be executed in one or more counterparts each of which will constitute an original and together will constitute one and the same Agreement. This Agreement may be executed by the Parties electronically or by facsimile and if so executed and transmitted, this Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement.

As evidence of their agreement to be bound by the above contract terms, the City and the Consultant each have executed this Agreement as of the day and year first above written.

CITY OF VANCOUVER

Signature

Print Name and Title

Date

Signature

Print Name and Title

Date

[NAME OF CONSULTANT]

Signature

Print Name and Title

Date

SAMPLE

APPENDIX A - INSURANCE REQUIREMENTS

A1.1 **Required Types/Amounts** Prior to commencing the Services, the Consultant will obtain at its own expense:

- (a) a professional (errors and omissions) liability insurance policy with limits of not less than \$1,000,000 per claim and not less than \$1,000,000 in aggregate and a deductible of not more than \$50,000, protecting the Consultant against all claims for loss or damage arising out of any error or omission of the Consultant or the Consultant's personnel in the performance of the Services; and
- (b) a commercial general liability insurance policy with a limit of not less than \$2,000,000 per occurrence, and a deductible of not more than \$5,000, protecting the Consultant and the Consultant's personnel against all claims for personal injury, including death and bodily injury, and property damage or loss, arising out of the operations of the Consultant or the actions of the Consultant or the Consultant's personnel. The policy must contain a cross-liability clause in favour of the City and will name the City and the City's officials, employees and agents as additional insureds.
- (c) Automobile insurance covering all vehicles owned, leased or operated by the Contractor in connection with this Agreement including Third Party Legal Liability Insurance in an amount not less than \$2,000,000 per occurrence, or such higher amount as the City may require from time to time.

A1.1 **Required Policy Terms**

All required insurance policies must remain in full force and effect at all times until completion of the Services or earlier cancellation of this Agreement, and for a period of not less than two years thereafter, and must:

- (a) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City's Director of Risk Management, acting reasonably;
- (b) be primary insurance in respect to the City, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute with such policies; and
- (c) contain a provision that such insurance coverage will not be cancelled without the insurer giving the City at least 30 calendar days' prior written notice,

and, for any property insurance carried by the Consultant, contain a clause that waives the insurer's right of subrogation against the City and the City's officials, employees and agents.

A1.2 **Insurance Certificate**

Prior to signing, and immediately following the signature of, this Agreement, the Consultant shall have provided, or shall provide, the City's Project Manager with evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance. The certificate(s) of insurance will identify the Agreement title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. Proof of insurance, in the form of such certificate(s) of insurance (or copies of the policy(ies) themselves, if requested), will be made available to the City's Project Manager at any time during the performance of the Services immediately upon request.

A1.3 Sub-Contractors' Insurance

The Consultant will provide in its agreements with its Sub-contractors insurance clauses in the same form as in this Agreement. Upon request, the Consultant will deposit with the City's Project Manager detailed certificates of insurance for the policies of its Sub-contractors (or copies of the policy(ies) themselves, if requested) and a copy of the applicable insurance clauses from its Sub-contractor agreements.

A1.4 Insurance Requirements Additional to any other Requirements

The Consultant and each of its Sub-contractors will provide, at its own cost, any additional insurance which it is required by law to provide or which it considers necessary.

A1.5 Insurance Requirements Independent of Agreement Obligations

Neither the providing of insurance by the Consultant or the Sub-contractors in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing, will be held to relieve the Consultant from any other provisions of this Agreement with respect to liability of the Consultant or otherwise.

SAMPLE

APPENDIX B - QUOTATION

SAMPLE

APPENDIX C - RFQ

SAMPLE

**REQUEST FOR QUOTATIONS NO. PS20181202 (the "RFQ")
PROFESSIONAL SERVICES FOR WASTE COMPOSITION STUDY**

APPENDIX 4 - CERTIFICATE OF EXISTING INSURANCE



**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 12th 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 _____	Insured Values (Replacement Cost) -
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	Limits of Liability (Bodily Injury and Property Damage Inclusive) -
√ 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 _____	Limits of Liability -
POLICY NUMBER _____	Combined Single Limit \$ _____
POLICY PERIOD From _____ to _____	<i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i>

6. **UMBRELLA OR** **EXCESS LIABILITY INSURANCE** 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 _____	Limits of Liability
POLICY NUMBER _____	Per Occurrence/Claim \$ _____
POLICY PERIOD From _____ to _____	Aggregate \$ _____
	Deductible Per Occurrence/Claim \$ _____

If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date: _____

8. **OTHER INSURANCE**

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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

REQUEST FOR QUOTATIONS NO. PS20181202 (the “RFQ”)
PROFESSIONAL SERVICES FOR WASTE COMPOSITION STUDY

APPENDIX 5 - ATTACHMENTS

Attachment A
Garbage Composition Categories
Single Family & Multi-Family Residential and Litter Can Studies

Primary	Secondary	Tertiary	Description	#	
Paper	Beverage containers - Deposit		Polycoat gable top juice cartons, aseptic drink boxes (Tetra Pak)	1	
	Food & beverage containers – Non-deposit	Food Service paper packaging - Polycoat (single use item)		Polycoat paper take-out food containers, pizza boxes, paper plates, sandwich wraps, hamburger boxes, french fry boxes, muffin bags, donut boxes	2
				Take-out food containers, pizza boxes, paper plates, sandwich wraps, hamburger boxes, french fry boxes, muffin bags, donut boxes	3
		Paper cups (single use item)		Non-foam paper cups	4
		Polycoat milk & milk substitute cartons		Milk, soy, rice, almond milk and cream cartons	5
		Aseptic containers		Milk, soy, rice, almond milk, cream, soup, broth and sauce containers	6
		Multi-laminated paper packaging		Microwaveable paper containers, paper bowls/cups for soup, cookie bags	7
		Kraft paper	Bags (single use item)		Retail & grocery bags
	Other			All other Kraft paper items – paper bags and wrap - products and product packaging	9
	Food Packaging (single use item)			Kraft paper bags and wrap - food packaging	10
	Moulded pulp	Food containers (single use item)		Formed coffee take out trays, moulded pulp food containers	11
			Other		Products and product packaging (e.g. paper based flower pots)
				Food packaging (e.g. egg cartons)	13
	Bound paper products	Books		Paperback books, hardcover books	14
		Magazines and catalogues		Glossy magazines, catalogues, calendars, annual reports (i.e. stapled or glued)	15
		Telephone directories		Telephone books and other directories such as the Yellow Pages	16
	Newsprint			Newspaper, flyers, inserts, dailies	17
	Fine, office, envelopes			Junk mail, unaddressed mail, bills and statements, computer paper, writing	18

REQUEST FOR QUOTATIONS NO. PS20181202 (the “RFQ”)
PROFESSIONAL SERVICES FOR WASTE COMPOSITION STUDY

APPENDIX 5 - ATTACHMENTS

			paper, envelopes	
	Other Recyclable paper		Gift wrap, tissue paper, construction paper, greeting cards	19
	Unwaxed OCC (Old Corrugated Cardboard)		Corrugated cardboard, micro-flute cardboard	20
	Boxboard		Products and product packaging (e.g. Tissue boxes, shoe boxes, detergent boxes, cores from toilet paper and paper towel, polycoated boxboard)	21
			Food Packaging (e.g. Cereal boxes, cracker boxes, frozen food boxes)	22
	Non-recyclable, Compostable paper	Waxed OCC (Old Corrugated Cardboard)		23
		Tissue/Toweling	Paper towels, tissues, napkins	24
		Other Non-recyclable Compostable paper	Products and product packaging	25
	Food soiled paper		26	
	Non-recyclable, Non-compostable paper		Photographic paper, tar paper, paper that is adhered to plastic or metal, paper contaminated with lubrication grease / blood / animal feces / paint, padded envelopes, foil-lined bags, plastic lined bags	27
Plastic	Film	Polyethylene Bags – Retail and grocery carry out bags (single use item)	Re-used as kitchen catchers: HDPE & LDPE retail and grocery carry out plastic bags containing waste e.g. household and pet waste or for containing recyclables or organics	28
			Empty: HDPE and LDPE retail and grocery carry-out bags that have not been reused	29
		Polyethylene Bags – Non packaging (products), non carry out bags	HDPE & LDPE garbage bags, kitchen catchers, blue or clear bags for recyclables	30
			Sandwich and freezer bags, ziplocs and other food use bags	31
		LDPE/LLDPE Film – Non stretch film, non carry out bags	Products and product packaging (e.g. Dry cleaning bags, toilet paper and towelling over-wrap, garden product bags)	32
			Food packaging (e.g. Bread bags, frozen food bags, milk bags, soft drink case over-wrap)	33
		Other plastic film - Packaging	Products and product packaging (e.g. Stretch film; multi-layer or laminated plastic films; bubble packaging and wrap; cigarette package wrap; shrink	34

REQUEST FOR QUOTATIONS NO. PS20181202 (the “RFQ”)
PROFESSIONAL SERVICES FOR WASTE COMPOSITION STUDY

APPENDIX 5 - ATTACHMENTS

		wrap around PET and HDPE non food/non-drink bottles; floral wrap; pallet/distribution wrap and lumber wrap (non-woven); other plastic films)	
		Food packaging (e.g. Meat, poultry and fish wrap; vacuum sealed bacon wrap; luncheon meat and cheese wrap; cereal liners; chip bags and other snack food bags; candy wraps; pasta bags; boil in a bag; plastic based food pouches)	35
	Other plastic film - Non packaging	Cling wrap, tarps, other plastic film	36
	Deposit Beverage Pouches	Milk, juice	37
Textiles (Synthetic)	Synthetic Clothing and Accessories	Wearable or formerly wearable that are >80% Polyester, acrylic, nylon, organza, polypropylene, Satin, Spandex, Lycra and Elastane	38
	Blends and Multi-Layer Clothing and Accessories	20-80% synthetic or has multiple material such as wool jackets with satin liner	39
	Suspected Synthetic Clothing and Accessories	Unidentified, has no tag, but likely synthetic such as socks, bras and underwear	40
	Household	Linens, blankets, old clothes used as rags etc.	41
	Other	All other textiles (e.g., filter fabric, artificial turf)	42
Rigid Beverage Containers – Deposit	Encorp Pacific Product Stewardship Program	Water, soft drink, juice, flavoured tea and other beverage bottles, jugs, etc.	43
Rigid Beverage Containers – Non-Deposit	Drinking cups (single use item)	Plastic drinking cups	44
	Bottles and jugs	Bottles, milk and other jugs, etc.	45
Foam	Foam (single use item)	Take-out food containers, clam shells, foam drink cups	46
	Products	Products (ex. Foam cooler and insulation)	47
	Packaging	Product packaging in Recycle BC program (e.g. Cushion packaging)	48
		Food packaging (e.g. Egg cartons, meat trays)	49
		Packaging peanuts, plastic packaging foam outside Recycle BC collection program	50
Rigid (non beverage)	Recycle BC	Non-food product packaging in Recycle BC collection program	51

REQUEST FOR QUOTATIONS NO. PS20181202 (the “RFQ”)
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			Food packaging in Recycle BC collection program	52
		Non-EPR	Non-food product packaging outside Recycle BC program	53
			Food packaging outside Recycle BC Program	54
		Plastic foodware (single use item)	Plastic cutlery, straws and other single use items *Please provide count of drinking straws*	55
		#1 PET	100% Plastic Products Non-EPR	56
		#2. HDPE	100% Plastic Products Non-EPR	57
		#3 PVC	100% Plastic Products Non-EPR	58
		#4 LDPE	100% Plastic Products Non-EPR	59
		#5 PP	100% Plastic Products Non-EPR	60
		#6 PS – Non foam	100% Plastic Products Non-EPR	61
		#7 Mixed Resin Plastic	100% Plastic Products Non-EPR	62
	Other Plastics	Recycle BC	Packaging meeting the definition of Recycle BC Program but not accepted for collection: plastic squeeze tubes, plastic strapping, 6-pack rings, #3 PVC/Vinyl film, flexible packaging foam	63
		Composites	Mixed composition durable plastic products (VCR tapes, CDs, toys, games, furniture, siding, etc.)	64
Compostable Plastics *If unsure, include in non-compostable category*	Foodware	Cutlery, cups, lids, boxes, trays (single use item)	Compostable plastic cutlery, cups, lids, bowls, clamshell food containers, etc.	65
	Film	Bags and Liners	Compostable kitchen catcher bags, toter liners, overwrap, etc.	66
		Bags (single use item)	Compostable grocery bags and other shopping bags	67
	Other Compostable Products and Packaging	Packaging, Bottles	Sunchip bags, pop bottles, water bottles, or other compostable packaging	68
Compostable Organics	Yard & garden		Small and large yard waste (leaves, branches, brush, grass clippings, wood chips, plant material, potting soil, peat, etc.)	69
	Food Waste	Unavoidable Food Waste	Unavoidable food waste arising from food/drink preparation: Coffee grounds, coffee filters, tea bags and tea leaves; eggs and eggshells; bones, fat, and shells; peelings and shells	70

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		Avoidable Food Waste	Avoidable food waste that could have been eaten or otherwise consumed: Whole fruits and vegetables, whole meats and fish, full or unused ready-made food items, baked goods, deli foods (cheese, mixed salads), liquids (drinks in package), plate scrapings	71
	Foodware (single use item)		Compostable wooden utensils, chopsticks, wooden plates or any other non-paper or non-plastic compostable food containers or plates	72
	Clean Wood		Building Materials (e.g. Other wood (mixed lumber, rotting wood) - unpainted, untreated)	73
			Products and product packaging (e.g. Wood pallets (unpainted, untreated); unfinished wood furniture (no composites); other wood (mixed lumber, rotting wood) - unpainted, untreated)	74
Non Compostable Organics	Treated or Painted Wood		Building Materials (e.g. Pressure Treated Wood (treated lumber, shingles, decking etc.); Finished Wood (flooring, panelling, siding, glued particle board, plywood, OSB) - painted, stained or finished)	75
			Products (e.g. Finished Wood furniture (no composites))	76
	Textiles	Natural Fiber Clothing	Wearable or formerly wearable that are >80% Cotton, wool, alpaca, angora, cashmere, bamboo, hemp, jute, linen, or silk	77
		Semi-Synthetic Clothing	>80% of the following fibre types: Modal, Rayon, Tencel, Viscose	78
		Suspected Natural Clothing	Unidentified, no tag but suspected natural	79
		Household	Drapes, blankets and linens, towels, sheets, table cloths, stuffed toys	80
		Other	Drop cloths	81
	Rubber	Tire Stewardship BC	Car tires, bike tires and tubes	82
		Non-EPR	Non-EPR tires and other non-composite rubber	83
	Leather / Multiple / Composite organic materials		Footwear and accessories	84
		Other non-footwear and accessories	85	
Metals	Beverage Containers – Encorp Pacific		Soft drink, soda, juice cans	86

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	Beverage Containers – Brewers Distributor		Aluminum beer cans	87	
	Aerosol Cans – Non hazardous		Products and product packaging (e.g. Air freshener, deodorant, hairspray cans)	88	
			Food packaging (e.g. Food spray cans, whipped cream spray cans, cooking oil spray cans)	89	
	Spiral Wounds Cans, Food Containers, Trays or Foil Wraps		Spiral wound containers (steel ends) for chips, cookie dough, coffee, nuts, frozen juice. All metal food containers or aluminum foil wraps.	90	
	Other Metals		Building materials (e.g. Sinks, faucets, fixtures, piping, scrap metal, nails, hardware, metal doors, flashing, baseboard heaters)	91	
			Products (e.g. Hangers, file cabinets, lamps, scrap metal, machine/motor parts, tools)	92	
Glass	Beverage Containers – Deposit	Encorp Pacific Product Stewardship Program	Juice bottles; wine, spirits, and imported beer and cider bottles	93	
		Brewers Distributor Limited Product Stewardship Program	Domestic beer and cider bottles	94	
	Beverage Containers – Milk and milk substitute		Milk and milk substitute bottles	95	
	Non Beverage containers		Products and product packaging (e.g. Cosmetic containers, product containers)	96	
			Food packaging (e.g. Food containers)	97	
	Other glass and ceramics		Dishware, mirrors, fibreglass insulation, plant pots, coffee cups	98	
Building Material *please note any suspected asbestos containing materials*	Gypsum / drywall / plaster		*please note any suspected asbestos containing materials*	99	
	Masonry (bricks, blocks, concrete, etc.)			100	
	Rock, sand, dirt, ceramic, porcelains (e.g. toilets and sinks)			101	
	Rigid Asphalt Products	Roofing Shingles			102
		Other Rigid Asphalt			103
	Carpet		Excluding rugs	104	
	Carpet Underlay			105	

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	Other Inorganics (linoleum, fiberglass and cellulose insulation, etc.)			106
Electronic Waste	Computers and Peripherals, IT Devices, Medical & Monitoring Devices	EPRA	Portable computers, desktop computers, tower, monitor, keyboard, mouse, printer, scanner, hubs, routers, modems, ethernet switches, networking products, electronic stethoscopes, microscopes, blood pressure monitors, hearing aids, thermometers (electronic & digital)	107
	Televisions, Audio/Video Equipment and Peripherals, Electronic Musical Instruments, Telecommunications Equipment and Non-Cellular Phones, Electronic Toys	EPRA	Television, stereo, speakers, headphones, portable devices, cameras, video gaming systems, electric guitars, electronic drums, portable amplifiers, electronic keyboard, synthesizers & digital pianos, Fax machines, answering machines, non-cellular telephones, accessories, Corded or battery operated toys; hand held game devices;	108
	Cellular Phones	Recycle My Cell	Cell phones, smartphones, wireless PDAs, cell phone batteries and pagers	109
	Small Appliances & Power Tools	CESA	Toasters, coffee makers, microwaves, kettles, food scales, hand mixers, irons, vacuums, portable heaters, fans, clocks, carpet cleaners, blow dryers, curling irons, electric razors, beard trimmers, electric toothbrushes, power tools (portable and bench top), sewing machines, exercise machines	110
	Lighting Products	LightRecycle	All types of lights, lighting fixtures and ballasts (excluding mercury containing), halogen and incandescent bulbs, light emitting diodes (LEDs), floor lamps, chandeliers, table lamps, wall fixtures, flashlights, holiday lights)	111
	Smoke & CO Alarms	AlarmRecycle	Smoke alarms, carbon monoxide (CO) alarms	112
	Outdoor Power Equipment	OPEIC	Corded or batter powered lawn mowers, weed wackers, hedge trimmers, etc.	113
	Other	Non-EPR		114
Household Hazardous	Batteries	Canadian Battery Assn.	Large (car, truck, boat, wheel chair, golf cart batteries over 5 kg)	115

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		Call2Recycle	Small, Rechargeable and Non Rechargeable Batteries (Ni-Cd, Ni-MH, and Pb under 5 kg).	116
			Small, lithium rechargeable (Li-ion) and single use lithium metal batteries under 5 kg.	117
	Medical/Biological	Sharps (needles)	Sharps (needles)	118
		Other	Animal carcass	119
			Other (gloves, tubing, bandages, IV bags, etc.)	120
	HHW (product &/or container)	BCUOMA	Motor oil, oil filters, antifreeze and their containers	121
		Medications Return Program	Pharmaceuticals	122
		Product Care	Stains, preservatives, paint, aerosols, pesticides, flammable liquids, gasoline (www.regeneration.ca)	123
		Non-EPR	Compressed gases, non-EPR HHW such as: stains, preservatives, paint, aerosols, cleaners, soaps, pesticides, other petroleum based products.	124
	Mercury Containing Items	LightRecycle	Compact Fluorescent Lighting (CFL's), halogen, fluorescent tubes	125
		TRP	Thermostats	126
		Non-EPR	Mercury Switches	127
Household Hygiene	Biological		Diapers, Pet Waste (bedding, cat litter), Other (sanitary napkins, tampons)	128
			Pet Waste (animal feces)	129
Bulky Objects	White goods	MARR	Large appliances - refer to MARR list	130
	Furniture	Mattresses	Mattresses and box springs	131
		Composite	Upholstered furniture, other furniture (e.g. composite furniture)	132
Fines	Fines			133

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APPENDIX 5 - ATTACHMENTS

Attachment B
Green Bin Material Composition Categories
Single Family & Multi-Family Residential

Primary	Secondary	Description	#
Garbage (bag)		Material other than Compostable Organics contained in a plastic bag or mixed waste contained in a plastic bag. <i>Measure 1: Weigh entire bag; do not sort contents. Measure 2: Sort contents. Aim is to capture weight of garbage bag contaminants but also to analyze make-up of the contaminant bag</i>	1
Compostables (bag)		Compostable Organics contained in a plastic bag (including biodegradable/compostable plastic bags). <i>Measure 1: Weigh entire bag; do not sort contents. Measure 2: Sort contents. Aim is to capture weight of bagged compostables as a contaminant, but also to analyze make-up of contaminant bag</i>	2
Compostable Paper	Newsprint	Newspaper, flyers, inserts, dailies	3
	Fine, office, envelopes, OCC (Old Corrugated Cardboard), boxboard, bound paper products, other Paper	Junk mail, unaddressed mail, bills and statements, computer paper, writing paper, envelopes, waxed and unwaxed corrugated cardboard, boxboard, kraft paper, moulded pulp, books, magazines, catalogues, telephone directories, tissue paper, paper towels, tissue	4
	Food service paper packaging (single use item)	Take-out food containers, pizza boxes, paper plates, sandwich wraps, hamburger boxes, french fry boxes, muffin bags, donut boxes (non polycoat)	5
	Paper cups (single use item)	Non-Foam paper cups	6
Non-Compostable Paper	Beverage containers	Polycoat gable top cartons, aseptic containers (Tetra Pak),	7
	Polycoat food service paper packaging (single use item)	Polycoat take-out food containers, pizza boxes, paper plates, sandwich wraps, hamburger boxes, french fry boxes, muffin bags, donut boxes	8
	Other Non-Compostable Paper	Photographic paper, tar paper, paper that is adhered to plastic or metal, paper contaminated with lubrication grease / blood / animal feces / paint, padded envelopes, foil-lined bags, plastic lined bags	9
Plastic	Film	Bags	10
		Products and product packaging (e.g. Over-wrap, stretch film, multi-layer or laminated plastic films, food wrap, shrink wrap, bubble wrap, tarps, other plastic film)	11

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		Food packaging (e.g. Beverage pouches (milk, juice))	12
	Textiles	Clothing and other synthetic textiles (blends, polyester, Gore-Tex, fleece, nylon, blankets, re-useable bags, etc.)	13
	Rigid Beverage Containers – Deposit	Water, soft drink, juice, flavoured tea and other beverage bottles, jugs, etc.	14
	Rigid Beverage Containers – Non-Deposit	Bottles, milk and other jugs, plastic drinking cup, etc.	15
	Rigid (non beverage)	Products and product packaging: #1 PETE, #2 HDPE, #3 PVC, #4 LDPE, #5 PP, #6 PS, #7 Mixed Resin Plastic; Other rigid plastic packaging or containers (plant pots, unmarked/coded packaging, etc.)	16
		Food packaging: #1 PETE, #2 HDPE, #3 PVC, #4 LDPE, #5 PP, #6 PS, #7 Mixed Resin Plastic; Other rigid plastic packaging or containers	17
	Plastic foodware (single use item)	Plastic cutlery, straws and other single use items *Please provide count of drinking straws*	18
	Other Plastics	Durable Plastic Products (VCR tapes, CDs, toys, games, furniture, siding, etc.)	19
Compostable Plastics	Foodware (single use item)	Compostable plastic cutlery, cups, lids, bowls, clamshell food containers, etc. *If unsure, include in non-compostable category*	20
	Film - Bags and Liners	Compostable kitchen catcher bags, toter liners, overwrap, etc.	21
		Grocery bags and other shopping bags (single use item)	22
	Other Compostable Products and Packaging	Sunchip bags, pop bottles, water bottles, or other compostable packaging	23
Compostable Organics	Yard & garden	Small and large yard waste (leaves, branches, brush, grass clippings, wood chips, plant material, potting soil, peat, etc.)	24
	Unavoidable Food Waste	Unavoidable food waste arising from food/drink preparation: Coffee grounds, coffee filters, tea bags and tea leaves; eggs and eggshells; bones, fat, and shells; peelings and shells;	25
	Avoidable Food Waste	Avoidable food waste that could have been eaten or otherwise consumed: Whole fruits and vegetables, whole meats and fish, full or unused ready-made food items, baked goods, deli foods (cheese, mixed salads), liquids (drinks in package), plate scrapings	26
	Foodware (single use item)	Compostable wooden utensils, chopsticks, wooden plates or any other non-paper or non-plastic compostable food containers or plates	27
	Sod and Soils	Potting soil, peat, other soil	28
	Clean Wood	Wood pallets (unpainted, untreated), unfinished wood furniture (no composites), other wood (mixed lumber, rotting wood) - unpainted, untreated	29

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Non Compostable Organics	Treated or Painted Wood	Pressure treated wood (treated lumber, shingles, decking etc.); finished wood (flooring, panelling, siding, glued particle board, plywood, OSB) - painted, stained or finished; finished wood furniture (no composites)	30
	Other	Textiles, Leather, Rubber, Multiple / Composite organic materials (footwear, etc.)	31
Metals		Products and product packaging (e.g. Non-consumables mixed metals (household, machine parts, piping, hardware, tools, scrap metal); other metals)	32
		Food packaging (e.g. Beverage containers; food containers, trays or foil wraps)	33
Glass		Products and product packaging (e.g. Cosmetic containers, product containers, dishware, mirrors, other glass and ceramics)	34
		Food packaging (e.g. Beverage containers, food containers)	35
Building Material		Gypsum, drywall, plaster; Masonry (bricks, blocks, concrete, etc.); Rock, ceramic, porcelains (e.g. toilets and sinks); Rigid Asphalt Products (roofing shingles, asphalt, etc.); Carpet Waste (and underlay); Other Inorganics (fiberglass and cellulose insulation, etc.)	36
Electronic Waste		Computers and Peripherals; Medical & Monitoring Devices; Televisions & Audio/Video equipment; Video Gaming Systems; Electronic Musical Instruments; Telephones & Telecommunications Equipment; Small Appliances & Power Tools; Electronic Toys; Lighting Products; Smoke & CO Alarms	37
Household Hazardous		Batteries; Medical/Biological; HHW (product &/or container); Mercury Containing Items; Other HHW	38
Household hygiene	Pet Waste	Bedding, cat litter	39
	Animal feces	Pet Waste (animal feces)	40
	Other Biological	Diapers, Other (sanitary napkins, tampons)	41
Bulky Objects		White goods, large appliances, upholstered furniture, other furniture (e.g. composite furniture)	42
Fines			43

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**Attachment C
Recycling Composition Categories Streetscapes Recycling Study**

Primary	Secondary	Tertiary	Description	#
Garbage (bag)			Small tied bags containing household items that would clearly not be generated in a park or on the street (e.g. diapers, bag of kitchen or bathroom waste). <i>Weigh entire bag; do not sort contents.</i>	1
Street litter or Recycling (bag)			Small tied bags containing legitimate streetscape litter or recycling, placed in appropriate container. <i>Sort contents into appropriate categories.</i>	2
Paper	Beverage containers - Deposit		Polycoat gable top juice cartons, aseptic drink boxes (Tetra Pak)	3
	Food & beverage containers – Non-deposit	Food Service paper packaging - Polycoat (single use item)	Polycoat paper take-out food containers, pizza boxes, paper plates, sandwich wraps, hamburger boxes, french fry boxes, muffin bags, donut boxes	4
		Food Service paper packaging - non-polycoat (single use item)	Take-out food containers, pizza boxes, paper plates, sandwich wraps, hamburger boxes, french fry boxes, muffin bags, donut boxes	5
		Paper cups (single use item)	Non-foam paper cups	6
		Polycoat milk & milk substitute cartons	Milk, soy, rice, almond milk and cream cartons	7
		Aseptic containers	Milk, soy, rice, almond milk, cream, soup, broth and sauce containers	8
		Multi-laminated paper packaging	Microwaveable paper containers, paper bowls/cups for soup, cookie bags	9
		Kraft paper	Bags (single use item)	Retail & grocery bags
	Other		All other Kraft paper items – paper bags and wrap - products and product packaging	11
	Food Packaging (single use item)		Kraft paper bags and wrap - food packaging	12
	Moulded pulp	Food containers (single use)	Formed coffee take out trays, moulded pulp food containers	13

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		item)		
		Other	Products and product packaging (e.g. paper based flower pots)	14
			Food packaging (e.g. egg cartons)	15
Bound paper products	Books		Paperback books, hardcover books	16
	Magazines and catalogues		Glossy magazines, catalogues, calendars, annual reports (i.e. stapled or glued)	17
	Telephone directories		Telephone books and other directories such as the Yellow Pages	18
Newsprint			Daily and weekly newspapers, community newspapers, free newspapers and other newsprint publications. E.g. Globe and Mail, Province Sun, Metro, Auto Trader, Condo Living, Real Estate News. Includes newsprint flyers and advertising distributed with newspapers.	19
Fine, office, envelopes			Junk mail, unaddressed mail, bills and statements, computer paper, writing paper, envelopes	20
Other Recyclable paper			Gift wrap, tissue paper, construction paper, greeting cards	21
Unwaxed OCC (Old Corrugated Cardboard)			Corrugated cardboard, micro-flute cardboard	22
Boxboard			Products and product packaging (e.g. Tissue boxes, shoe boxes, detergent boxes, cores from toilet paper and paper towel, polycoated boxboard)	23
			Food Packaging (e.g. Cereal boxes, cracker boxes, frozen food boxes)	24
Non-recyclable Compostable paper	Waxed OCC (Old Corrugated Cardboard)			25
	Tissue/Toweling		Paper towels, tissues, napkins	26
	Other Non-recyclable Compostable paper			Products and product packaging
			Food soiled paper	28
Non-recyclable Non-compostable paper			Photographic paper, tar paper, paper that is adhered to plastic or metal, paper contaminated with lubrication grease / blood / animal feces / paint, padded envelopes, foil-lined bags, plastic lined bags	29
Plastic	Film	Polyethylene Bags – Retail and grocery carry out bags (single use item)	Re-used as kitchen catchers: HDPE & LDPE retail and grocery carry out plastic bags containing waste e.g. household and pet waste or for containing recyclables or organics	30
			Empty: HDPE and LDPE retail and grocery carry-out bags that have not been reused	31

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		Polyethylene Bags – Non packaging (products), non carry out bags	HDPE & LDPE garbage bags, kitchen catchers, blue or clear bags for recyclables, sandwich and freezer bags, ziplocs and other food use bags	32
		LDPE/LLDPE Film – Non stretch film, non carry out bags	Products and product packaging (e.g. Dry cleaning bags, toilet paper and towelling over-wrap, garden product bags)	33
			Food packaging (e.g. Bread bags, frozen food bags, milk bags, soft drink case over-wrap)	34
		Other plastic film - Packaging	Products and product packaging (e.g. Stretch film; multi-layer or laminated plastic films; bubble packaging and wrap; cigarette package wrap; shrink wrap around PET and HDPE non food/non-drink bottles; floral wrap; pallet/distribution wrap and lumber wrap (non-woven); other plastic films)	35
			Food packaging (e.g. Meat, poultry and fish wrap; vacuum sealed bacon wrap; luncheon meat and cheese wrap; cereal liners; chip bags and other snack food bags; candy wraps; pasta bags; boil in a bag; plastic based food pouches)	36
		Other plastic film - Non packaging	Cling wrap, tarps, other plastic film	37
		Deposit Beverage Pouches	Milk, juice	38
	Textiles (Synthetic)	Synthetic Clothing and Accessories	Wearable or formerly wearable that are >80% Polyester, acrylic, nylon, organza, polypropylene, Satin, Spandex, Lycra and Elastane	39
		Blends and Multi-Layer Clothing and Accessories	20-80% synthetic or has multiple material such as wool jackets with satin liner	40
		Suspected Synthetic Clothing and Accessories	Unidentified, has no tag, but likely synthetic such as socks, bras and underwear	41
		Household	Linens, blankets, old clothes used as rags etc.	42
		Other	All other textiles (e.g., filter fabric, artificial turf)	43
	Rigid Beverage Containers – Deposit	Encorp Pacific Product Stewardship Program	Water, soft drink, juice, flavoured tea and other beverage bottles, jugs, etc.	44
	Drinking cups (single use item)	Plastic drinking cups	Plastic drinking cups	45
	Bottles and jugs	Bottles, milk and other jugs, etc.	Bottles, milk and other jugs, etc.	46

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	Foam	Foam (single use item)	Take-out food containers, clam shells, foam drink cups	47	
		Polystyrene Foam – Non packaging peanuts	Products and product packaging (e.g. Cushion packaging)	48	
			Food packaging (e.g. Egg cartons, meat trays)	49	
		Other	Packaging peanuts, plastic foam other than #6 PS foam	50	
	Rigid (non beverage)	Recycle BC	Non-food product packaging in Recycle BC collection program	51	
			Food packaging in Recycle BC collection program	52	
		Non-EPR	Non-food product packaging outside Recycle BC program	53	
			Food packaging outside Recycle BC Program	54	
		Plastic foodware (single use item)	Plastic cutlery, straws and other single use items *Please provide count of drinking straws*	55	
		#1 PET	100% Plastic Products Non-EPR	56	
		#2. HDPE	100% Plastic Products Non-EPR	57	
		#3 PVC	100% Plastic Products Non-EPR	58	
		#4 LDPE	100% Plastic Products Non-EPR	59	
		#5 PP	100% Plastic Products Non-EPR	60	
		#6 PS – Non foam	100% Plastic Products Non-EPR	61	
	#7 Mixed Resin Plastic	100% Plastic Products Non-EPR	62		
	Other Plastics	Recycle BC	Packaging meeting the definition of Recycle BC Program but not accepted for collection: plastic squeeze tubes, plastic strapping, 6-pack rings, #3 PVC/Vinyl film, flexible packaging foam	63	
		Composites	Mixed composition durable plastic products (VCR tapes, CDs, toys, games, furniture, siding, etc.)	64	
	Compostable Plastics	Foodware	Cutlery, cups, lids, boxes, trays (single use item)	Compostable plastic cutlery, cups, lids, bowls, clamshell food containers, etc. *If unsure, include in non-compostable category*	65
		Film	Bags and Liners	Compostable kitchen catcher bags, toter liners, overwrap, etc.	66
Bags (single use item)			Compostable grocery bags and other shopping bags	67	
Other Compostable Products and Packaging		Packaging, Bottles	Sunchip bags, pop bottles, water bottles, or other compostable packaging	68	

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Compostable Organics	Yard & garden		Small and large yard waste (leaves, branches, brush, grass clippings, wood chips, plant material, potting soil, peat, etc.)	69	
	Food Waste	Unavoidable Food Waste	Unavoidable food waste arising from food/drink preparation: Coffee grounds, coffee filters, tea bags and tea leaves; eggs and eggshells; bones, fat, and shells; peelings and shells	70	
		Avoidable Food Waste	Avoidable food waste that could have been eaten or otherwise consumed: Whole fruits and vegetables, whole meats and fish, full or unused ready-made food items, baked goods, deli foods (cheese, mixed salads), liquids (drinks in package), plate scrapings	71	
		Foodware (single use item)	Compostable wooden utensils, chopsticks, wooden plates or any other non-paper or non-plastic compostable food containers or plates	72	
		Liquids		73	
	Clean Wood		Building Materials (e.g. Other wood (mixed lumber, rotting wood) - unpainted, untreated)	74	
			Products and product packaging (e.g. Wood pallets (unpainted, untreated); unfinished wood furniture (no composites); other wood (mixed lumber, rotting wood) - unpainted, untreated)	75	
	Non Compostable Organics	Treated or Painted Wood		Building Materials (e.g. Pressure Treated Wood (treated lumber, shingles, decking etc.); Finished Wood (flooring, panelling, siding, glued particle board, plywood, OSB) - painted, stained or finished)	76
				Products (e.g. Finished Wood furniture (no composites))	77
		Textiles	Natural Fiber Clothing	Wearable or formerly wearable that are >80% Cotton, wool, alpaca, angora, cashmere, bamboo, hemp, jute, linen, or silk	78
Semi-Synthetic Clothing			>80% of the following fibre types: Modal, Rayon, Tencel, Viscose	79	
Suspected Natural Clothing			Unidentified, no tag but suspected natural	80	
Household			Drapes, blankets and linens, towels, sheets, table cloths, stuffed toys	81	
Other			Drop cloths	82	
Rubber			Tires and other non-composite rubber.	83	
Leather / Multiple / Composite organic materials			Footwear and accessories	84	
			Other non-footwear and accessories	85	
Metals	Beverage Containers – Encorp Pacific		Soft drink, soda, juice cans	86	

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	Beverage Containers – Brewers Distributor		Aluminum beer cans	87
	Aerosol Cans – Non hazardous		Products and product packaging (e.g. Air freshener, deodorant, hairspray cans)	88
			Food packaging (e.g. Food spray cans, whipped cream spray cans, cooking oil spray cans)	89
	Spiral Wounds Cans, Food Containers, Trays or Foil Wraps		Spiral wound containers (steel ends) for chips, cookie dough, coffee, nuts, frozen juice. All metal food containers or aluminum foil wraps.	90
	Other Metals		Building materials (e.g. Sinks, faucets, fixtures, piping, scrap metal, nails, hardware, metal doors, flashing, baseboard heaters)	91
			Products (e.g. Hangers, file cabinets, lamps, scrap metal, machine/motor parts, tools)	92
Glass	Beverage Containers – Deposit	Encorp Pacific Product Stewardship Program	Juice bottles; wine, spirits, and imported beer and cider bottles	93
		Brewers Distributor Limited Product Stewardship Program	Domestic beer and cider bottles	94
	Beverage Containers – Milk and milk substitute		Milk and milk substitute bottles	95
	Non Beverage containers		Products and product packaging (e.g. Cosmetic containers, product containers)	96
			Food packaging (e.g. Food containers)	97
	Other glass and ceramics		Dishware, mirrors, fibreglass insulation, plant pots, coffee cups.	98
Building Material			Gypsum, drywall, plaster, masonry, rocks, sand, dirt, rigid asphalt products, carpet waste, fiberglass, linoleum or other building waste *Please provide notes on any building products discovered*	99
Electronic Waste			Computers, peripherals, IT devices, medical devices, televisions, audio/visual equipment, electronic musical instruments, telecommunications equipment, phones, small appliances, power tools, electronic toys, lighting products, smoke alarms and any other corded or battery powered items	100
Household Hazardous	Batteries		Large (car, truck, boat, wheel chair, golf cart batteries over 2kg) and small, Rechargeable and Non Rechargeable Batteries (Ni-Cd, Ni-MH, Li-ion and Pb under 1kg).	101

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	Medical/Biological	Sharps (needles)	Sharps (needles)	102
		Other	Animal carcass,	103
	Other (bandages, iv bags, etc.)		104	
	HHW (product &/or container)		Stains, preservatives, paint, aerosols, cleaners, soaps, pesticides, motor oil, oil filters, antifreeze, pharmaceuticals, other petroleum based products.	105
	Mercury Containing Items	Lighting	Compact Fluorescent Lighting (CFL's), halogen, fluorescent tubes	106
		Thermostats		107
		Switches		108
Other HHW			109	
Household hygiene	Biological		Diapers, Pet Waste (other than animal feces-bedding, cat litter), Other (sanitary napkins, tampons)	110
	Animal feces		Bagged or un-bagged animal feces	111
Bulky Objects	White goods		Large appliances	112
	Furniture		Mattresses, box springs, upholstered furniture, Other furniture (e.g. composite furniture)	113
Fines	Fines			114

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Attachment D
Construction & Demolition (C&D) Categories - By Material Type

	Primary	Secondary
1	Wood	Dimensional Lumber (unpainted, unstained, untreated) [Clean Wood]
2		Dimensional Lumber (painted, stained, treated)
3		Pallets (unpainted, unstained, untreated) [Clean Wood]
4		Pallets (painted, stained, treated)
5		Wood flooring (i.e., hardwood, laminate)
6		Wood shakes and shingles
7		Composite
8	Landclearing	Large yard waste (ie, branches over 15cm diameter or 1m long)
9		Small yard waste, green waste
10	Paper	Cardboard
11		Miscellaneous paper (office, kraft, etc.)
12	Plastics (Not expected to contain Chlorine)	Sheet or film plastic
13		Styrofoam packaging
		Miscellaneous Plastics (Not expected to contain Chlorine)
14	Plastics (Expected to contain Chlorine)	PVC Pipes, Hoses, Cable Coatings and Plumbing
		Vinyl Siding and Flooring
		Miscellaneous Plastics (Expected to contain Chlorine)
15	Concrete	Poured with rebar
16		Poured without rebar
17		Preformed blocks
18	Metals	Ferrous
19		Non-ferrous
20		Mixed metals (ie, plumbing, electrical, flashing, siding, furniture)
21	Masonry	Brick
22	Asphalt	Pavement
23		Asphalt shingles and tarpaper
24		Tar and gravel roofing
25	Miscellaneous Building Material	Carpet
26		Underlay
27		Linoleum flooring
28		Drywall
29		Lath and plaster
30		Stucco wall finishing
31		Ceiling tiles
32		Insulation (ie, fiberglass, cellulose, foam)
33	Glass and Ceramics	Glass
34		Porcelain (ie, bathroom fixture)
35		Indoor tile (ie, wall finishing, flooring)
36		Outdoor tile (ie, roofing)
37	Rubble/Soil	

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38	Household Garbage	
39	Textiles	
40	Bulky Items	
41	Rubber	Tires, tubing
42		Rubber roofing
43	Miscellaneous	

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**Attachment E
Drop-Off Garbage Study Categories**

Primary	Secondary	Tertiary	Description	# in Attachment A	
Paper	Beverage containers - Deposit		Polycoat gable top juice cartons, aseptic drink boxes (Tetra Pak)	1	
	Food & beverage containers		Polycoat paper take-out food containers, pizza boxes, paper plates, sandwich wraps, hamburger boxes, french fry boxes, muffin bags, donut boxes	2-7	
	Fine, office, envelopes		Junk mail, unaddressed mail, bills and statements, computer paper, writing paper, envelopes	18	
	Other Recyclable paper		Kraft paper, moulded pulp, bound paper products, newsprint, other paper	8-17, 19	
	Unwaxed OCC (Old Corrugated Cardboard)		Corrugated cardboard, micro-flute cardboard	20	
	Boxboard		Products and packaging (e.g. Tissue boxes, shoe boxes, detergent boxes, cores from toilet paper and paper towel, polycoated boxboard, cereal boxes, cracker boxes, frozen food boxes)	21+22	
	Non-recyclable, Compostable paper	Waxed OCC (Old Corrugated Cardboard)			23
		Tissue/Towel ing		Paper towels, tissues, napkins	24
		Other Non-recyclable Compostable paper		Products and product packaging	25
			Food soiled paper	26	
Non-recyclable, non-compostable paper		Photographic paper, tar paper, paper that is adhered to plastic or metal, paper contaminated with lubrication grease / blood / animal feces / paint, padded envelopes, foil-lined bags, plastic lined bags	27		

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Plastic	Film	Polyethylene and LDPE/LLDPE Bags		28-33
		Other plastic film - Packaging	Products and product packaging (e.g. Stretch film; multi-layer or laminated plastic films; bubble packaging and wrap; cigarette package wrap; shrink wrap around PET and HDPE non food/non-drink bottles; floral wrap; pallet/distribution wrap and lumber wrap (non-woven); other plastic films)	34
			Food packaging (e.g. Meat, poultry and fish wrap; vacuum sealed bacon wrap; luncheon meat and cheese wrap; cereal liners; chip bags and other snack food bags; candy wraps; pasta bags; boil in a bag; plastic based food pouches)	35
		Other plastic film - Non packaging	Cling wrap, tarps, other plastic film	36
		Deposit Beverage Pouches	Milk, juice	37
	Textiles (Synthetic)	Synthetic and Blended Clothing and Accessories	Wearable or formerly wearable that are 20-100% Polyester, acrylic, nylon, organza, polypropylene, Satin, Spandex, Lycra and Elastane	38-40
		Household	Linens, blankets, old clothes used as rags etc.	41
		Other	All other textiles (e.g., filter fabric, artificial turf)	42
	Rigid Beverage Containers	Encorp Pacific Product Stewardship Program	Water, soft drink, juice, flavoured tea and other beverage bottles, jugs, etc.	43-45
	Foam	Foam (single use item)	Take-out food containers, clam shells, foam drink cups	46
		Products	Products (ex. Foam cooler and insulation)	47

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		Packaging	Product packaging in Recycle BC program (e.g. Cushion packaging)	48
			Food packaging (e.g. Egg cartons, meat trays)	49
			Packaging peanuts, plastic packaging foam outside Recycle BC collection program	50
	Rigid or Durable Plastics	Food packaging and non-food product packaging	In Recycle BC program	51-52, 55
			Non-EPR	53-54
		#1 PET	100% Plastic Products Non-EPR	56
		#2. HDPE	100% Plastic Products Non-EPR	57
		#3 PVC	100% Plastic Products Non-EPR	58
		#4 LDPE	100% Plastic Products Non-EPR	59
		#5 PP	100% Plastic Products Non-EPR	60
		#6 PS – Non foam	100% Plastic Products Non-EPR	61
	#7 Mixed Resin Plastic	100% Plastic Products Non-EPR	62	
	Other Plastics	Recycle BC	Packaging meeting the definition of Recycle BC Program but not accepted for collection: plastic squeeze tubes, plastic strapping, 6-pack rings, #3 PVC/Vinyl film, flexible packaging foam	63
		Composites	Mixed composition durable plastic products (VCR tapes, CDs, toys, games, furniture, siding, etc.)	64
	Compostable Plastics	Foodware, Film and Other		Compostable plastic cutlery, cups, kitchen catchers, grocery bags, and packaging
If unsure, include in non-compostable category				
Compostable Organics	Yard & garden		Small and large yard waste (leaves, branches, brush, grass clippings, wood chips, plant material, potting soil, peat, etc.)	69
	Food Waste and Foodware	Unavoidable Food Waste		70-72
	Clean Wood	Building Materials	Building Materials (e.g. Other wood (mixed lumber, rotting wood) - unpainted, untreated)	73

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		Wooden Pallets	Wooden pallets		
		Wood Furniture	Unfinished wood furniture (no composites) - unpainted, untreated	74	
		Other	Other unfinished unpainted wood		
Non Compostable Organics	Treated or Painted Wood	Building Materials	Pressure Treated Wood (treated lumber, shingles, decking etc.);	75	
			Engineered hardwood, laminate flooring	75	
			Stained hardwood flooring (potential for reuse)	75	
		Finished Wood (panelling, siding, glued particle board, plywood, OSB) - painted, stained or finished)	75		
		Furniture	Home: Hard surface finished wood furniture, no composites e.g. table	76	
			Office: Hard surface finished wood furniture, no composites e.g. desk	76	
	Other furniture		76		
	Textiles	Natural Fiber and Semi-Synthetic Clothing	Wearable or formerly wearable that are >80% Cotton, wool, alpaca, angora, cashmere, bamboo, hemp, jute, linen, silk, Modal, Rayon, Tencel, Viscose	77-79	
		Household	Drapes, blankets and linens, towels, sheets, table cloths, stuffed toys	80	
		Other	Drop cloths	81	
	Rubber	Tire Stewardship BC	Car tires, bike tires and tubes	82	
		Non-EPR	Non-EPR tires and other non-composite rubber	83	
	Leather / Multiple / Composite organic materials		Footwear and accessories and other	84-85	
	Metals	Packaging	Packaging	Soft drink, soda, juice cans	86-90
		Other Metals	Building Materials	Building materials (e.g. Sinks, faucets, fixtures, piping, scrap metal, nails, hardware, metal doors, flashing, baseboard heaters)	91

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		Products	Non-EPR Products (e.g. Hangers, file cabinets, scrap metal, machine/motor parts, tools)	92
Glass	Packaging	Packaging	Glass bottles and jars	93-97
	Building Materials	Insulation	Fiberglass insulation	
		Plate Glass	Windows, patio doors, table tops	
		Fixtures	Toilets, sinks, tubs	101
	Other glass and ceramics	Tile	Flooring and wall	98
		Dishware		98
		Bric-a-brac	Mirrors, plant pots, other misc. glass and ceramics	98
Building Material	Gypsum / drywall / plaster		*please note any suspected asbestos containing materials*	99
	Masonry (bricks, blocks, concrete, etc.)			100
	Rock, sand, dirt		loose material	101
	Rigid Asphalt Products	Roofing Shingles		102
		Other Rigid Asphalt		103
	Carpet	Carpet rolls		104
		Carpet tiles		104
	Carpet Underlay			105
	Rugs and Floor Coverings			
	Other Flooring		Vinyl, linoleum	
Other Building Inorganics			106	
Electronic Waste	Product Stewardship Materials	EPR		107-113
	Other	Non-EPR		114
Household Hazardous	Batteries	Canadian Battery Assn.	Large (car, truck, boat, wheel chair, golf cart batteries over 5 kg)	115
		Call2Recycle	Small, Rechargeable and Non Rechargeable Batteries (Ni-Cd, Ni-MH, and Pb under 5 kg).	116
			Small, lithium rechargeable (Li-ion) and single use lithium metal batteries under 5 kg.	117
	Medical/Biological	Sharps (needles)	Sharps (needles)	118

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		Other	Animal carcass	119	
			Other (gloves, tubing, bandages, IV bags, etc.)	120	
	HHW (product &/or container)		BCUOMA	Motor oil, oil filters, antifreeze and their containers	121
			Medications Return Program	Pharmaceuticals	122
			Product Care	Stains, preservatives, paint, aerosols, pesticides, flammable liquids, gasoline (www.regeneration.ca)	123
			Non-EPR	Compressed gases, non-EPR HHW such as: stains, preservatives, paint, aerosols, cleaners, soaps, pesticides, other petroleum based products.	124
	Mercury Containing Items		LightRecycle	Compact Fluorescent Lighting (CFL's), halogen, fluorescent tubes	125
			TRP	Thermostats	126
			Non-EPR	Mercury Switches	127
	Household Hygiene	Biological		Diapers, Pet Waste (bedding, cat litter), Other (sanitary napkins, tampons)	128
Pet Waste (animal feces)				129	
Bulky Objects	White goods	MARR	Large appliances - refer to MARR list	130	
	Furniture	Mattresses	Mattresses and box springs	131	
		Upholstered furniture		Home furnishings	
				Office furnishings	
Composite		Mixed material furniture	132		
Fines	Fines			133	

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APPENDIX 5 - ATTACHMENTS

**Attachment F
Demolition Waste Tipping Fee & Disposal Updates**

(attached separately - see website for download)

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APPENDIX 5 - ATTACHMENTS

**Attachment G
Owner's List of Known Workplace Hazards**

(Items 1, 2, 3 - attached separately - see website for download)

- 1) VLF - Owner's List of Known Hazards
- 2) VSTS - Owner's List of Known Hazards
- 3) Contractors Pre-Work Hazard Identification

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APPENDIX 5 - ATTACHMENTS

**Attachment H
Site Safety Orientations**

(Items 1 & 2 - attached separately - see website for download)

- 1) VFL Site Safety Orientation and Agreement - July 2018
- 2) VSTS Site Safety Orientation and Agreement - Feb 2018

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APPENDIX 6 - SUSTAINABILITY QUESTIONNAIRE

**APPENDIX 6
SUSTAINABILITY QUESTIONNAIRE**

**ATTACHED SEPARATELY - SEE WEBSITE FOR DOWNLOAD
TO BE COMPLETED AND ATTACHED TO QUOTATION FORM**

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APPENDIX 7 - PRIME CONTRACTOR AGREEMENT

**APPENDIX 7
PRIME CONTRACTOR AGREEMENT**

ATTACHED SEPARATELY - SEE WEBSITE