



## Recycle BC Statement of Work and Master Service Agreement Significant Changes

### Curbside Statement of Work (SOW)

- In Section 1 several definitions were added and improved clarity of the ICI definition.
- In clause 2.1.2, the Not-Accepted Material rate changed from 3% to 5% and Cross-contamination limit in Flexible Plastics increased to 5%.
- In clause 2.1.4 changes made to Customer-owned Collection Container requirements to address incompatibility and safety and Collection Container delivery timeframe changed.
- In clause 2.1.5 language added around delivery of material, Reduced Split Weighing, Collection Container retrieval and change of a Designated Post-Collection Facility. Language added around closure of a receiving facility for longer than 3 business days.
- In clause 2.1.7 language added about collecting multi-family building material together with curbside material.
- In Section 2.2 simplification of requirements around customer service
- In clause 2.2.1 added language to allow for toll-free customer service numbers (i.e. RCBC).
- In clause 2.2.3 changed the response time from 24 hours to 2 business days.
- In Section 3.3 SOW changes to specific requirements on cost study report and non-financial auditor response. Changed ad-hoc reports to 2 reports, to a max of 40 staff hours, and anything beyond that to be discussed and agreed with Recycle BC.
- In attachment 3.4 to schedule 2.1(a) the clean-up of spillage language amended to “within two hours of notification of incident...”. Addition of Service Level Failure 11 and changes to the failure or inaccurate reporting Service Level Failures
- In attachment 3.4 to schedule 2.1(a) changed “will...” to “may incur Service Level Failure Credits...”.
- In attachment 5 to schedule 2.1(a) the Bonus has been updated to reward low contamination, rather than capture rate. Anyone with less than 4% Not-Accepted Material rate becomes eligible for and Achieved Bonus Amount, assuming a minimum number of audits.
- In attachment 5 to schedule 2.1(a) Curbside Collection Fees will undergo a pricing adjustment on an annual basis using either the Consumer Price Index or cost study adjustment mechanism.

### Multi-Family Statement of Work

- In Section 1 several definitions were added and improved clarity of the ICI definition.

- In clause 2.1.2, the Not-Accepted Material rate changed from 3% to 5% and Cross-contamination limit in Flexible Plastics increased to 5%.
- In clause 2.1.2 language was added to clarify when enhanced services apply.
- In clause 2.1.4 changes made to Customer-owned Collection Container requirements to address incompatibility and safety and Collection Container delivery timeframe changed.
- In clause 2.1.5 language added around delivery of material, Reduced Split Weighing, Collection Container retrieval and change of a Designated Post-Collection Facility. Language added around closure of a receiving facility for longer than 3 business days.
- In Section 2.2 simplification of requirements around customer service
- In clause 2.2.1 added language to allow for toll-free customer service numbers (i.e. RCBC).
- In clause 2.2.3 changed the response time from 24 hours to 2 business days.
- In Section 3.3 SOW changes to specific requirements on cost study report and non-financial auditor response. Changed ad-hoc reports to 2 reports, to a max of 40 staff hours, and anything beyond that to be discussed and agreed with Recycle BC.
- In attachment 3.4 to schedule 2.1(b) the clean-up of spillage language amended to “within two hours of notification of incident...”. Changes to the failure or inaccurate reporting Service Level Failures.
- In attachment 3.4 to schedule 2.1(b) changed “will...” to “may incur Service Level Failure Credits...”.
- In attachment 5 to schedule 2.1(b) the Bonus has been updated to reward low contamination, rather than capture rate. Anyone with less than 4% Not-Accepted Material rate becomes eligible for and Achieved Bonus Amount, assuming a minimum number of audits.
- In attachment 5 to schedule 2.1(b) Multi-Family Collection Fees will undergo an annual pricing adjustment using either the Consumer Price Index or cost study adjustment mechanism.

## Depot SOW

- In Section 1 several definitions were added and improved clarity of the ICI definition.
- In clause 2.1.2 Cross-Contamination limit in Flexible Plastics increased to 5% and Not-Accepted Material rate changed from 3% to 5%.
- In clause 2.1.4 clarification of language on Collection Containers owned by the depot remain the property of the depot.
- In clause 2.1.6 removed ICI option 4 – Automatic 25% deduction of fixed ICI percentage and ICI Option 3 simplified to allow reliance on methodology not SOW language.
- In Section 2.2 simplification of requirements around customer service
- In clause 2.2.1 added language to allow for toll-free customer service numbers (i.e. RCBC).
- In clause 2.2.2 changed the response time from 24 hours to 2 business days.

- In Section 3.4 changes to specific requirements on cost study report and non-financial auditor response. Changed ad-hoc reports to 2 reports, to a max of 40 staff hours, and anything beyond that to be discussed and agreed with Recycle BC.
- In Section 6 a Reuse clause was added “with prior written approval... no Beverage Containers”.
- In attachment 3.5 to schedule 2.1(c) changed “will...” to “may incur Service Level Failure Credits...”, changed SLFC amounts to a percentage of annualized fee, with a dollar cap.
- In attachment 5 to schedule 2.1(c) Depot Collection Fees will undergo a pricing adjustment using either the Consumer Price Index or cost study adjustment mechanism.

#### **Master Services Agreement (MSA)**

- In Section 1 several definitions were added, including common name material categories to replace the historic numbered categories. List of materials included within each material category is now referred back to the material list housed on the Recycle BC website.
- In Section 2 “Change Response” requirements amended from 5 days to twenty days and “Change Proposal” requirement amended from fifteen days to thirty days.
- A new clause 4.4.3 was added regarding Service Level Failure and Service Level Failure Credits.
- Edited Section 13 Termination by Contractor for Cause by adding an option to terminate an individual SOW rather than the entire MSA.
- In Section 15 “epidemic” and “prolonged power failure” added to Force Majeure.
- Removed “Post-Collection Responsibilities” from schedule 4.2 Recycle BC Policies and Standards.
- Removed “PPP” table from schedule 4.2 Recycle BC Policies and Standards and added a “Materials List” definition linking to the material list on the Recycle BC website.