

ATTACHMENT ● TO SCHEDULE A
STATEMENT OF WORK FOR ELIGIBLE COMMUNITY RESIDENCE AND FACILITY
COLLECTION
for
MASTER SERVICES AGREEMENT
Number 2022 - ●

Table of Contents

STATEMENT OF WORK..... 1

EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS 4

Article 1 Definitions 4

 1.1 Definitions 4

Article 2 Scope of Collection Services 6

 2.1 Scope of Collection Services 6

Article 3 Service Provision 7

 3.1 Set-Out Location..... 7

 3.2 Addition or Removal of Eligible Sources..... 8

 3.3 Blue Box Material to be Collected..... 13

 3.4 Blue Box Material from Non-Eligible Sources..... 14

 3.5 Collection Containers 14

 3.6 Non-Compliant Material..... 16

 3.7 Unloading Blue Box Material..... 16

Article 4 Record Keeping and Reporting Requirements..... 20

 4.1 Record Keeping and Reporting Requirements..... 20

Article 5 Documentation and Payment 22

 5.1 Documentation and Payment 22

EXHIBIT 2: ELIGIBLE SOURCES..... 25

EXHIBIT 3: MULTI-FAMILY BUILDINGS..... 26

EXHIBIT 4: RETIREMENT HOMES, LONG-TERM CARE HOMES AND SCHOOLS 27

EXHIBIT 5: NON-ELIGIBLE SOURCES..... 28

EXHIBIT 6: BLUE BOX MATERIAL ACCEPTED IN COLLECTION SYSTEM 29

EXHIBIT 7: SERVICE COMMENCEMENT DATES..... 31

EXHIBIT 8: COMPENSATION 49

EXHIBIT 9: AUTOMATED VEHICLE LOCATION SYSTEM MINIMUM SPECIFICATIONS FOR COLLECTION VEHICLES CURRENTLY EQUIPPED WITH GPS/AVL HARDWARE..... 53

STATEMENT OF WORK

STATEMENT OF WORK NUMBER: ●

This statement of work (“Statement of Work”) is given pursuant to Section 3.1 of the Master Services Agreement (“MSA”), made as of ● BETWEEN ● (“Contractor”) and Circular Materials, a federal not-for-profit corporation, having a place of business at 1881 Yonge Street, Suite 800, Toronto ON M4S 3C4, operating as Circular Materials Ontario (“CMO”, and with the Contractor, each a “Party” and collectively the “Parties”), with an effective date of ● (“Statement of Work Effective Date”).

NOW, THEREFORE, in consideration of the promises, mutual covenants, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties acknowledge and agree to all covenants, terms and conditions as stipulated in the MSA, as follows:

1. Beginning on the applicable Statement of Work Eligible Community Service Commencement Date listed in Exhibit ~~87~~, the Contractor shall perform the Work required by this Statement of Work for all Eligible Sources located within the applicable Eligible Community listed in Exhibit ~~87~~ that are in existence on such date, ~~plus all CMO Identified New Eligible Sources and less all CMO Identified Removed Eligible Sources~~. For clarity, the Contractor shall perform the Work required by this Statement of Work for an Eligible Source located within an Eligible Community listed in Exhibit ~~87~~ on the applicable Statement of Work Eligible Community Service Commencement Date even if such Eligible Source is not included in the number of Eligible Sources listed in Exhibit 2 or referenced in Exhibits 3 or 4.
2. The Work under this Statement of Work shall include all the Contractor’s other obligations under the MSA.
3. The time period during which the Work required by this Statement of Work is to be performed is from the earliest Statement of Work Eligible Community Service Commencement Date listed in Exhibit ~~87~~ until December 31, 2025. ~~Pursuant to Section 2.1(b) of the MSA, CMO and the Contractor may, by Change Order, extend this Statement of Work for up to three (3) further periods of one (1) year each, by issuing a written notice to the Contractor not less than ninety (90) calendar days before the expiration of the initial term or any such additional term or terms.~~ The initial term and any such additional term or terms are herein referred to as the “SoW Term”.
4. The full compensation for the Work under this Statement of Work shall be as set forth in Exhibit ~~98~~, which excludes Value Added Taxes. Value Added Taxes are payable by CMO to the Contractor on the price of the Statement of Work.
5. In the event of the termination of the MSA in accordance with Section 7.65 of the MSA, CMO shall only pay for the Work authorized by this Statement of Work which is performed prior to the termination date. For the purposes of clarity, CMO shall not be liable to make any other payments in connection with this Statement of Work as a result of such termination of the MSA.
6. Capitalized terms not defined in this Statement of Work shall have the meaning set out in the MSA.
7. Attached and forming an integral part of this Statement of Work are the following exhibits:
 - i. Exhibit 1 – Scope of Work and Other Provisions;
 - ii. Exhibit 2 – Eligible Sources;
 - iii. Exhibit 3 – Multi-family Buildings;
 - iv. Exhibit 4 – Retirement Homes, Long-Term Care Homes and Schools;

- v. Exhibit 5 – Non-Eligible Sources;
- ~~vi.~~ Exhibit 6 – Blue Box ~~Containers~~;
- ~~vii-vi.~~ ~~Exhibit 7 – Blue Box~~ Material Accepted in Collection System;
- ~~viii-vii.~~ Exhibit ~~87~~ – Service Commencement Dates;
- ~~ix-viii.~~ Exhibit ~~98~~ – Compensation; ~~and~~
- ~~x-ix.~~ Exhibit ~~10 – Sample9~~ – Automated Vehicle Location System Minimum Specifications for Collection Vehicles; ~~and~~ Currently Equipped with GPS/AVL Hardware.
- ~~xi.~~ ~~Exhibit 11 – Form of Record of Inquiries, Complaints and Complaint Resolutions~~

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the terms and conditions of this Statement of Work are acknowledged and agreed to by the Parties as of the date first listed above.

[Contractor]

By: _____
Name:
Title:

By: _____
Name:
Title:

We have authority to bind the Contractor.

[CMO]

By: _____
Name:
Title:

By: _____
Name:
Title:

We have authority to bind CMO

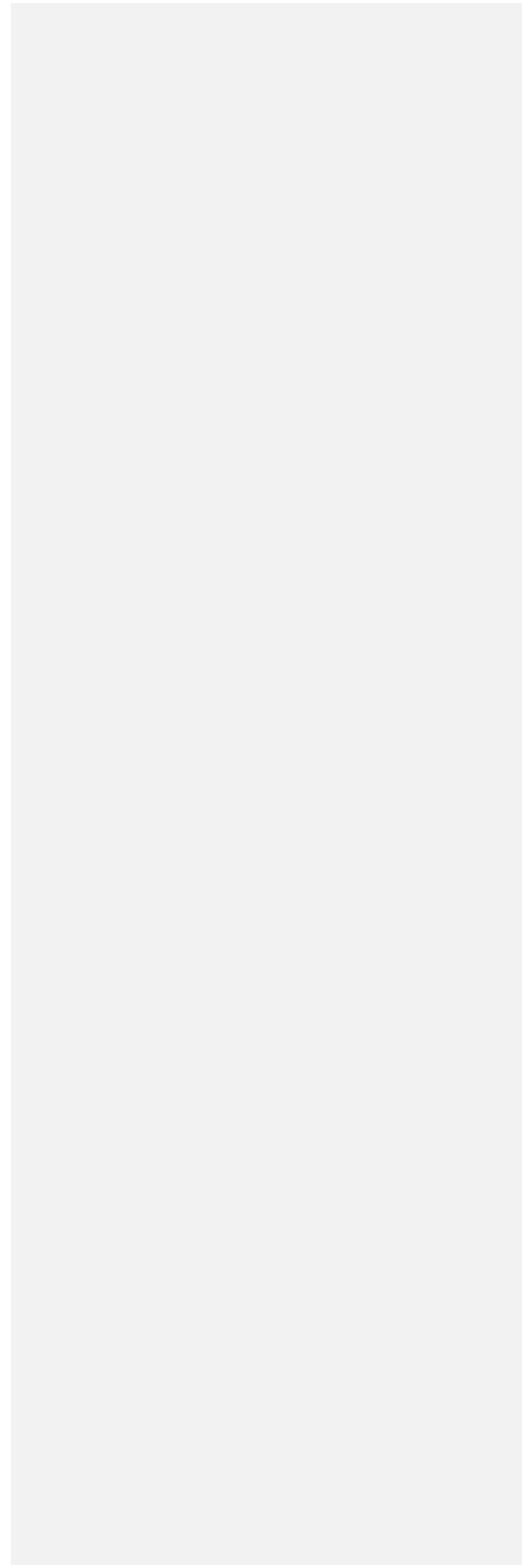


EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS

**ARTICLE 1
DEFINITIONS**

1.1 Definitions

~~“BLUE BOX” means any coloured box or cart used by Eligible Sources to set out Blue Box Material for collection.~~

~~“CMO IDENTIFIED NEW ELIGIBLE SOURCES” has the meaning set forth in Section 3.4a) of this Exhibit 1.~~

~~“CMO IDENTIFIED NEW ELIGIBLE SOURCE EFFECTIVE DATE” has the meaning set forth in Section 3.4e).~~

~~“CMO IDENTIFIED REMOVED ELIGIBLE SOURCES” means locations included in the count of Eligible Sources provided in Exhibit 2 that CMO has decided to remove from the count of Eligible Sources provided in Exhibit 2.~~

“COLLECTION” means the collection of Blue Box Material from an Eligible Source located within an Eligible Community listed in Exhibit 87 and delivery of the collected Blue Box Material to a RF.

“COLLECTION SERVICES” means the portion of the Work required by this Statement of Work.

~~“CONTAMINATION” means material collected which is not Blue Box Material.~~

~~“ELIGIBLE SOURCE” has the meaning set out~~“SOURCES” means, collectively, (i) eligible sources as defined in the Regulation, and (ii) sources agreed by the Parties to be eligible sources for the purposes of the MSA.

“FACILITY” has the meaning set out in the Regulation.

“NEW ELIGIBLE SOURCE” means ~~an Eligible Source (i) located within an Eligible Community listed in Exhibit 8 and (ii) that was not receiving Collection Services~~ a new eligible source as ~~of agreed to by the applicable Statement of Work Eligible Community Service Commencement Date~~Parties for ~~such the purposes of this MSA~~Eligible Community.

“NON-BLUE BOX MATERIAL” means material that is not Blue Box Material.

“NON-COMPLIANT” means Blue Box Material that is set out incorrectly, inappropriately or improperly prepared including the following reasons:

- (i) Container contains Non-Blue Box Material;
- (ii) Blue Box Material not properly sorted;
- (iii) Recycling container is not suitable; or
- (iv) Cardboard is oversized.

“NON-ELIGIBLE SOURCE” means a source within an Eligible Community listed in Exhibit 87 that is not an Eligible Source.

“RECEIVING FACILITY” or “RF” means any facility designated by CMO as the point where the Contractor is to unload Blue Box Material, including any alternate facilities identified by CMO for use when an RF is unable to accept Blue Box Material.

“RESIDENCE” has the meaning set out in the Regulation.

“SINGLE STREAM” means Stream 1 and Stream 2 materials combined.

“SOW TERM” has the meaning set out in Section 3 of this Statement of Work.

“STATEMENT OF WORK EFFECTIVE DATE” has the meaning set out in the recitals to this Statement of Work.

“STREAM 1” has the meaning set out in Section 3.3(f)(i) of Exhibit 1 to this Statement of Work.

“STREAM 2” has the meaning set out in Section 3.3(f)(ii) of Exhibit 1 to this Statement of Work.

“TRANSITION DATE” means the transition date for an Eligible Community set forth in the document of the (Ontario) Ministry of Environment, Conservation and Parks entitled “Blue Box Transition Schedule” and dated June 1, 2021.

“VALUATION TYPE” or “VALTYPE” means the source of Blue Box Material including single-family residences, multi-family residences, long-term care homes, retirement homes, schools, depots and public space. The ValType ~~will~~shall be recorded on weighscale tickets at an RF.

ARTICLE 2
SCOPE OF COLLECTION SERVICES

2.1 Scope of Collection Services

- (a) The Contractor shall provide Collection Services, including picking up, ~~sorting as required,~~ Collection Vehicle compacting to ~~the~~ maximum ~~specified~~ compaction rate agreed to by the Parties, hauling of material to a RF and unloading by material stream for Blue Box Material from Eligible Sources ~~in the Eligible Communities~~, including single-family residences, multi-family residences and facilities, including long-term care homes, retirement homes and schools, to each Eligible Source in a manner that meets or exceeds the standard, level, scope and quality of collection services the Eligible Source (or, for a New Eligible Source, a similar Eligible Source) received immediately prior to the Transition Date and complies with the terms of the MSA.
- (b) Without limiting the generality of the foregoing, the Collection Services shall meet the applicable requirements of the Regulation, including Sections 22, 23 and 27.
- ~~(b)(c)~~ (c) The Contractor shall retain responsibility for, and control of, Blue Box Material from the point of collection through to delivery to ~~the~~ RF. ~~Should Blue Box Material be lost or damaged during the act of collection and transport to the RF, the value of same shall be the responsibility of the Contractor. CMO will determine the value of such lost or damaged Blue Box Material and will deduct the value from payments due to the Contractor.~~
- ~~(e)(d)~~ (d) CMO shall not be obligated to join or instigate litigation to protect the right of the Contractor. The Contractor may independently enforce its rights under this Statement of Work against third party violators, including but not limited to seeking injunctive relief.

ARTICLE 3
SERVICE PROVISION

3.1 Set-Out Location

- (a) The Contractor shall provide curbside Collection Services for Blue Box Material from all Eligible Sources that are Residences and Facilities that set out garbage at curbside in an Eligible Community listed in Exhibit 87. Where the location of the curbside containers is not obvious, as may be the case with multi-family buildings, the Contractor shall be responsible for arranging with each Eligible Source to determine the collection point for Blue Box Material at the property.
- (b) The Contractor shall provide containerized Collection Services for Blue Box Material from all Eligible Sources that are Residences and Facilities that set out garbage in containers such as carts or front-end bins in an Eligible Community listed in Exhibit 87. The set-out locations will vary by Eligible Source. The Contractor shall work with the specific addresses to determine the optimal set-out location of the recycling containers, which best meets the needs of the Eligible Source and the Contractor.
- ~~(c) The Contractor will collect Blue Box Material from receptacle enclosures, private roads, rear laneways, or any other location that may be designated by CMO from time to time. Where for any reason Collection cannot be made from the locations specified, Blue Box Material for Collection shall be placed at alternate locations that may be designated by CMO from time to time.~~

3.2 Special-Needs Residents Provisions

- ~~(a) At the direction of CMO, the Contractor shall provide Collection Services, without additional cost, to single family residence customers who have difficulties placing their containers at the curb for collection. The Contractor shall pick up containers from the side or back of the residence whereupon the Contractor will empty the containers and replace them in their original location.~~
- ~~(b) In identifying special needs single family residence customers, CMO shall use qualification criteria that comply with all local, provincial, and federal regulations, are consistent with the Eligible Community's policies and meet the needs of the Eligible Community's special needs residents.~~
- ~~(c) In the event the Contractor believes that providing a special arrangement service for a special needs single family residence customer is impractical due to distance or unsafe conditions, the Contractor may request CMO to evaluate on-site conditions and determine the best approach for providing safe and appropriate service to the customer. CMO's decision shall be final, provided that the Contractor shall not be required to endanger workers, equipment, or property.~~

3.3 Unimproved Public Streets and Private Roads

- ~~(a) Residences located in an area that does not allow safe access, turn around or clearance for service vehicles will be provided service if material is set out adjacent to a public street or private road.~~

- (b) ~~In the event the Contractor believes that a private road cannot be safely negotiated due to distance or unsafe conditions, the Contractor may request CMO evaluate on-site conditions and determine the best approach for providing safe and appropriate service to the customer(s). CMO's decision shall be final, provided that the Contractor shall not be required to endanger workers, equipment, or property.~~
- (c) ~~If the Contractor believes that there is a probability of private road damage, the Contractor shall inform CMO who will then reach out to the respective customer(s) and may require a damage waiver agreement (previously approved by CMO) or decline to provide service on those private roads.~~

3.43.2 Addition or Deletion/Removal of Eligible Sources

- (a) ~~The Contractor, upon thirty (30) calendar days' written notice by CMO, shall provide Collection Services to any New Eligible Sources identified by CMO (collectively, "CMO Identified New Eligible Sources"), in accordance with the provisions of the MSA at the applicable Unit Price set forth in this Statement of Work. The Contractor shall have contingency capacity to manage all additional Eligible Sources without any delays in delivery of Collection Services to additional Eligible Sources. Where new neighbourhoods are being planned within an Eligible Community, CMO will work with the Contractor to identify planned occupancy dates to allow adequate time for route planning. Exhibits 2, 3 and 4 shall be revised by CMO and the Contractor to reflect CMO Identified New Eligible Sources.~~
- (b) ~~At least fourteen (14) calendar days prior to the start of each Quarter, the Contractor shall provide CMO with the following information in respect of each Eligible Community listed in Exhibit 8 (for CMO's review and acceptance):~~
 - (i) ~~addresses and types of proposed New Eligible Sources;~~
 - (ii) ~~addresses and types of Eligible Sources proposed to be removed; and~~
 - (iii) ~~proposed amendments to Exhibits 2, 3 and 4 to give effect to the matters provided for in Sections 3.4b)i) and 3.4b)ii).~~
- (c) ~~The Parties shall meet to review and discuss the information provided by the Contractor pursuant to Section 3.4b) within five (5) Business Days of CMO's receipt of such information. To the extent CMO agrees with the Contractor's proposed New Eligible Sources and Eligible Sources proposed to be removed, Exhibits 2, 3 and 4 shall be revised to reflect such CMO Identified New Eligible Sources and CMO Identified Removed Eligible Sources. To the extent the Parties do not agree, the Parties shall settle their disagreement using the dispute resolution process described in Section 7.8 of the MSA and the resolution of such dispute shall be reflected in amendments to Exhibits 2, 3 and 4.~~
- (d) ~~CMO, at any time, may designate any Eligible Source to be an CMO Identified Removed Eligible Source by Change Directive and such Change Directive shall include the necessary amendments to Exhibits 2, 3 and 4.~~
- (e) ~~The Work for CMO Identified New Eligible Sources, and the payment for such Work, shall begin on the effective date provided in the written notice ("CMO Identified New Eligible Source Effective Date") pursuant to Section 3.4a).~~

- (f) ~~For an CMO Identified Removed Eligible Source, payment shall cease as provided for in the Change Directive referred to in Section 3.4d) or in the Quarter immediately subsequent to the Quarter in which the Contractor provided the information pursuant to Section 3.4b).~~
- (g) ~~New Eligible Sources shall receive the same containers used by similar Eligible Sources in the applicable Eligible Community.~~
- (h) ~~The Contractor will remove containers from an CMO Identified Removed Eligible Source when Collection Services cease.~~

3.5 Working Days and Hours of Operation for the Collection Services

- (a) ~~The Contractor shall perform curbside Collection Services between the hours of 7:00 a.m. and 6:00 p.m. unless otherwise approved by CMO.~~
- (b) ~~Curbside Collection from each Eligible Source receiving curbside Collection Services shall take place on the day that coincides with an Eligible Community's curbside garbage collection, including a rescheduled collection, from each Eligible Source unless otherwise approved by CMO.~~
- (c) ~~Statutory Holiday means:
 - (i) ~~New Year's Day~~
 - (ii) ~~Family Day~~
 - (iii) ~~Good Friday~~
 - (iv) ~~Victoria Day~~
 - (v) ~~Canada Day~~
 - (vi) ~~Civic Holiday~~
 - (vii) ~~Labour Day~~
 - (viii) ~~Truth and Reconciliation Day~~
 - (ix) ~~Thanksgiving Day~~
 - (x) ~~Christmas Day~~~~
- (d) ~~There shall be no collection of Blue Box Material by the Contractor on Statutory Holidays unless the Contractor is otherwise directed to do so by CMO or as required by Section 3.5b) of this Exhibit 1.~~
- (e) ~~The Contractor shall bear, at its own expense, any additional or unforeseen costs including, but not limited to, such overtime, rates for extra forces, and cost for any additional requirement or services as may be necessary to ensure continuous and uninterrupted service in accordance with Contractor's obligations under the MSA.~~

3.6 — Collection Vehicles

- (a) ~~The Contractor shall always provide enough Collection Vehicles. The Collection Vehicles will be properly maintained and equipped to provide the level of services specified in or required by the MSA.~~
- (b) ~~Without limiting the generality of any other provision in the MSA, the Contractor shall provide the required number of Collection Vehicles to perform the Work for the Eligible Communities listed in Exhibit 8 and such Collection Vehicles shall be dedicated to, and solely used for, the Work for the Eligible Communities listed in Exhibit 8. The Collection Vehicles shall have a fully enclosed body of sufficient capacity and strength, capable of loading, compacting and mechanically unloading all Blue Box Material, and designed to contain any debris and liquid from the Blue Box Material. The body of Collection Vehicles shall be mounted on an adequate truck chassis. Collection Vehicles that are split-body trucks must ensure there is no opportunity for cross-contamination of the two streams. **[NTD: revise if Contractor is collecting a single stream.]**~~
- (c) ~~Under no circumstances shall Collection Vehicles used in carrying out the Work under this Statement of Work engage in collection of Blue Box Material from any source that is not an Eligible Source, such as a business.~~
- (d) ~~Compaction on the Collection Vehicles shall not exceed a ratio of 2.5:1, including on either compartment of split body trucks.~~
- (e) ~~Collection Vehicles must be equipped with a GPS tracking system that has a web-based interface capable of allowing CMO to track Collection Vehicles via a website, all as approved by CMO, and the Contractor shall comply with the requirements in Exhibit 10 Sample Automated Vehicle Locator System Minimum Specifications for Collection Vehicles. The Contractor will notify CMO no later than thirty (30) calendar days after the Statement of Work Effective Date, of the type of GPS tracking system and software proposed to be used in the Contractor's Collection Vehicles. The system must be approved by CMO prior to the commencement of Work at the first Statement of Work Eligible Community Service Commencement Date in this Statement of Work and be fully functional at that time.~~
- (f) ~~All Collection Vehicles shall be painted the corporate colour of the Contractor or approved Subcontractor undertaking the Work.~~
- (g) ~~A permanent numbering system and the Contractor's, or a Subcontractor's, company name will be stencilled on the cab of all Collection Vehicles to accommodate the necessary tracking system for vehicles entering a RF.~~
- (h) ~~In the event of Collection Vehicle breakdown, the Contractor will supply, at its own expense and without any unreasonable delay, sufficient alternative Collection Vehicles to complete the required Work.~~
- (i) ~~CMO may require the Contractor at any time after the Statement of Work Effective Date to increase the number of Collection Vehicles dedicated to the performance of this Statement of Work to a number which will alleviate complaints received from residents within an Eligible Community listed in Exhibit 8. For clarity, any additional vehicles will be required to meet requirements for Collection Vehicles under the MSA.~~

- ~~(j) The Contractor shall keep the side body panels of all Collection Vehicles used for this Statement of Work free of advertising. CMO may require the Contractor to post signs or logos proclaiming messages of public interest as approved by CMO or to promote any aspect of the Collection Services being delivered by CMO on the side body panels of any Collection Vehicle. Any such signage or logos shall be provided by CMO and installed by the Contractor at no cost to CMO.~~
- ~~(k) The Contractor will ensure that all Collection Vehicles are washed with a proper cleaning solution and that all Collection Vehicles are disinfected inside and out on a weekly basis.~~
- ~~(l) The Contractor will not allow or cause any Collection Vehicles to be loaded beyond the legal limits as specified in the manufacturer's specifications, (Ontario) Highway Traffic Act or in any other Applicable Law. The Contractor will be responsible for all consequences of Collection Vehicle overloading.~~
- ~~(m) Where in the opinion of CMO, Collection Vehicles used by the Contractor are causing or are likely to cause damage to any public or private property or roadway, CMO may direct the Contractor to make changes or substitutions for such Collection Vehicles at the Contractor's own expense.~~
- ~~(n) Prior to the Statement of Work Effective Date, the Contractor will obtain and pay for all permits or licenses necessary to perform the Work required by this Statement of Work in accordance with all Applicable Law. The Contractor shall maintain all such licenses and permits throughout the SoW Term and shall provide copies to CMO forthwith upon request.~~
- ~~(o) In addition to all legally required safety equipment, all Collection Vehicles shall be equipped with Ontario Ministry of Transportation approved back up alert signals, a flashing amber caution light mounted on the rear, and a two-way radio.~~
- ~~(p) The Contractor shall ensure that all Collection Vehicles are equipped with a broom, shovel, and supply of absorbent agents for the purpose of cleaning up any spills and safely disposing of all spilled liquid or debris. The Contractor will immediately clean up all spills of liquid or debris, at its own expense, and notify CMO within two (2) hours for regular spills, including Blue Box Material, and one (1) hour for spills of pollutants, including hydraulic oil, engine oil and any other type of oil or fuel. Contractor will keep accurate and complete records of each occurrence of spillage and of its clean up, including photographs, and will make such records available to CMO on request, and, if requested by CMO, as part of a regular report to be delivered with such frequency as requested by CMO (but not more frequently than weekly). Contractor expressly acknowledges it is solely responsible for any violations of Applicable Law that may result from such spillage. The Contractor shall pay all costs related to such clean up and safe disposal.~~
- ~~(q) Without limiting Section 3.6r) of this Exhibit 1, any discharge of liquid hazardous wastes or oils that may occur will be promptly cleaned up and removed by Contractor and will be remediated by Contractor at its sole expense. Contractor will comply with all Applicable Laws in respect of ground water or drainage systems safety and standards. In the event of a spill or the disposal of pollutants and spill clean up materials, the Contractor shall immediately notify the Ministry of the Environment, Conservation and Parks (MECP) Spills Action Centre (SAC) at Toll-free: 1-800-268-6060 (24 hrs).~~

- (f) ~~Collection Vehicles shall be equipped to protect workers from any pinch point during the packing cycle operation. An Ontario Ministry of Labour approved system shall be installed and permanently maintained on all Collection Vehicles.~~
- (g) ~~The Contractor shall be responsible for maintenance, repair and all other costs of the Collection Vehicles, including, but not limited to fuel, licensing, insurance, washing and storage. The Contractor is obliged to maintain Collection Vehicles in good order. Where, in the opinion of CMO, the condition of any Collection Vehicle is not considered safe for use, the Contractor will, upon the written order of CMO, carry out the Work without the use of such Collection Vehicles and no allowance will be made to the Contractor resulting from such restriction. The Contractor shall provide a replacement Collection Vehicle meeting safety standards as outlined herein and the other requirements of the MSA.~~
- (h) ~~The Contractor will maintain sufficient spare Collection Vehicles for use in the event of Collection Vehicle breakdown. Spare Collection Vehicles may not be older than eleven (11) years at any time during the SoW Term and shall be maintained by the Contractor in accordance with the requirements of the MSA. Spare Collection Vehicles may not be utilized for more than seventy five (75) calendar days in any year other than the final year of the SoW Term.~~
- (u) ~~Prior to commencement of the Work under this Statement of Work, the Contractor will provide CMO with documentation showing that the spare Collection Vehicles have been maintained to all regulated safety standards and the other requirements of the MSA.~~
- (v) ~~The Contractor must hold a valid Commercial Vehicle Operator's Registration (CVOR) and must keep the CVOR in good standing throughout the SoW Term. The Contractor shall provide a copy of the CVOR and a current CVOR abstract:~~
- ~~(i) within fourteen (14) calendar days after the Statement of Work Effective Date;~~
 - ~~(ii) annually for the SoW Term; and~~
 - ~~(iii) immediately upon any change to the Contractor's CVOR safety rating.~~
- (w) ~~For all Collection Vehicles, within fourteen (14) calendar days of the Statement of Work Effective Date and annually for the SoW Term, the Contractor must demonstrate:~~
- ~~(i) compliance with the Regulation 199, under the *Ontario Highway Traffic Act*, R.S.O. 1990, c. H.8.~~
 - ~~(ii) periodic mandatory commercial vehicle inspections; and~~
 - ~~(iii) operation and maintenance in accordance with the current and projected standards of the Ontario Ministry of Transportation.~~
- (x) ~~For all Collection Vehicles used in the performance of Work, within fourteen (14) calendar days after the Statement of Work Effective Date and annually for the SoW Term, the Contractor will supply to CMO vehicle identification numbers, license plate numbers, age and ownership information. Should any Collection Vehicle breakdown occur during performance of the Work, the Contractor shall immediately notify CMO of the Collection Vehicle identification number and license plate number of the replacement Collection~~

~~Vehicle where a Collection Vehicle other than a Collection Vehicle already reported to CMO is being used.~~

- ~~(y) For all Collection Vehicles operators used in the performance of Work, within fourteen (14) calendar days after the Statement of Work Effective Date and annually for the SoW Term, the Contractor will supply to CMO names, licence numbers (confirming a minimum of a Class DZ licence), driver abstracts (current to within three (3) months) and evidence of compliance with Ontario Ministry of Transportation regulations, as applicable, for operator training and Equipment operation.~~
- ~~(z) Collection Vehicles will utilize a unique identifier (e.g., a QR code) assigned by CMO.~~
- ~~(aa) Should any Collection Vehicles or Collection Vehicle operators' information, reported pursuant to Sections 3.6u) through 3.6x) of this Exhibit 1, change during performance of the Work, the Contractor shall immediately notify CMO of the change and provide updated information.~~

CMO and the Contractor may add New Eligible Sources or remove existing Eligible Sources, and make related revisions to the relevant exhibits, by Change Order, pursuant to Section 8.8 of the MSA.

3-73.3 Blue Box Material to be Collected

- (a) The Contractor will collect the Blue Box Material listed in Exhibit 6 from Eligible Sources that is placed in containers (including both Contractor-provided and Customer-owned containers).
- (b) The Contractor will not scavenge, or permit ~~any person (including its employees) or Subcontractors~~ to scavenge, any Blue Box Material that has been set out for collection during Contractor's performance of the Work.
- (c) ~~Collected Blue Box Material may not contain more than four percent (4%) by weight~~The Contractor will use best efforts to reduce the quantity of Non-Blue Box Material in collected Blue Box Material delivered to the RF will consist of no more than four percent (4%) by weight of Non-Blue Box Material. Collection Vehicle loads exceeding four percent (4%) by weight of Non-Blue Box Material may be subject to rejection by the RF.
- (d) If the average amount of Non-Blue Box Material collected from Eligible Sources in an Eligible Community (including Residences and Facilities) in any rolling six (6) month period exceeds four percent (4%) the Contractor will, within ninety (90) calendar days, prepare and submit to CMO for approval a remediation plan designed to reduce the amount that includes identification of sources of Non-Blue Box Material below four percent (4%). Following approval of the remediation plan by CMO the Contractor will execute the plan and strategies and supporting measures to mitigate the amounts of Non-Blue Box Material. The Contractor will implement the plan and provide monthly/quarterly reporting to CMO detailing the progress and outcomes of the remediation plan. If improvement does not occur within ninety (90) calendar days after the start of plan execution, the Contractor will work with CMO to establish additional changes and to adopt best practices recommended by CMO. For clarity, Section 3.7e) and this Section 3.7d) of this Exhibit 1 do not limit the Contractor's responsibilities and liabilities under Section 3.11a) of this Exhibit 1.
- (e) The Contractor may not collect, and collected Blue Box Material may not contain, any packaging containing hazardous or special waste.

(f) Blue Box Material is to be collected from Eligible Sources in the Eligible Communities listed in Exhibit 87 in two streams as follows (as such terms are generally described in Exhibit 76): **[NTD: revise if Contractor is collecting a single stream.]**

(i) Stream 1 – Paper Products and the following types of Paper Packaging:

- paper laminates
- kraft paper carry-out bags
- kraft paper – non-laminated
- corrugated cardboard
- boxboard and other paper packaging

(ii) Stream 2 – Plastic Packaging, Metal Packaging, Glass Packaging and the following types of Paper Packaging:

- gable top containers
- aseptic containers

~~(g) CMO reserves the right to add to or delete materials from the list of Blue Box Material collected from time to time or as mandated by changes to legislation.~~

~~(h) The quantities collected will be significantly affected by seasonal fluctuations (e.g., greater quantities of fibres can be expected in the lead up to and the two weeks following Christmas and greater quantities of containers can be expected in the summer months).~~

3.93.4 Blue Box Material from Non-Eligible Sources

Other than for Non-Eligible Sources that are included in the count set out in Exhibit 5, the Contractor shall keep separate, and maintain separation of, Blue Box Material from Eligible Sources and Blue Box Material from Non-Eligible Sources. For clarity, the Contractor may only mix the Blue Box Material from Eligible Sources and Blue Box Material from Non-Eligible Sources included in the count set out in Exhibit 5. The Contractor, at its discretion, may remove Non-Eligible Sources from the count of Non-Eligible Sources set out in Exhibit 5. CMO, ~~at its discretion,~~ may ~~remove~~propose the removal of Non-Eligible Sources from the count of Non-Eligible Sources set out in Exhibit 5 through a Change Directive Order.

~~(a) If Blue Box Material from Eligible Sources and Blue Box Material from Non-Eligible Sources not included in the count set out in Exhibit 5 are not kept separate, the Contractor shall pay CMO its costs, and the costs of any producer responsibility organization, including costs for receiving, transferring, consolidating and managing Blue Box Material from such Non Eligible Sources not included in the count set out in Exhibit 5, within ten (10) Business Days of being notified of such costs by CMO.~~

3.93.5 Collection Containers

~~(a) The Contractor acknowledges that in performing the Collection Services the types of containers described in Exhibit 6 are being utilized by Eligible Sources.~~

- (b) ~~The Contractor shall return all emptied collection containers to the location from which they were retrieved for Collection, provided that under no circumstances shall they be returned to the traveled portion of any road, lane, or sidewalk. Care shall be used not to damage any collection containers during Collection. The Contractor shall replace any collection containers damaged during the act of Collection within one (1) Business Day.~~

The Contractor is responsible for replacing a damaged or missing container when requested by ~~CMO or an Eligible Source~~ within one (1) Business Day. ~~The Contractor will pick up and store damaged containers and will deliver the damaged containers to a location to be identified by CMO for recycling.~~

- (e) ~~The Contractor is responsible for delivering new containers supplied by CMO.~~
- (d) ~~Where CMO replaces containers due to negligence or fault of the Contractor, the Contractor will be responsible for delivering new containers supplied by CMO and the cost of the replacement containers will be deducted from the Contractor's monthly payment.~~

3.10 — Routing

- (a) ~~By no later than ninety (90) calendar days prior to the Statement of Work Eligible Community Service Commencement Date for each Eligible Community, the Contractor shall submit to CMO for approval a complete list of the proposed daily collection routes in the Eligible Community. Each collection route shall be identified by a number and the list of collection routes shall cover a normal collection cycle's operation showing the number of Collection Vehicles and employees per route and the collection day of each route.~~
- (b) ~~After the Statement of Work Eligible Community Service Commencement Date for each Eligible Community, no change in a collection route's collection day approved by CMO may be made without the approval of CMO. Where the Contractor requests and receives approval from CMO for a change to a collection route's collection day for a collection route previously approved by CMO, the Contractor shall notify all persons affected at least one (1) month prior to any change by door to door delivery of a notice, subject to prior written approval of the notice by CMO, and by an advertisement placed in all newspapers local to the affected area, subject to prior written approval of the advertisement. The notices and advertisements shall be at the Contractor's expense.~~

3.11 — Missed Collections

- (a) ~~The Contractor shall collect one hundred percent (100%) of the Blue Box Material set out on each approved collection route on the approved collection day in each Eligible Community.~~
- (b) ~~The failure of the Contractor to collect Blue Box Material in accordance with a collection route approved by CMO shall be considered a missed collection. If notified of, or if the Contractor otherwise becomes aware of, a missed collection by 4 p.m. on the day of collection, the Contractor shall rectify the missed collection by collecting the Blue Box Material missed that same day, otherwise the Blue Box Material shall be collected on the next Business Day.~~
- (c) ~~If the Contractor encounters any impassable obstruction, including utilities or other contractors working on the traveled portion of the collection route, the Contractor will notify CMO immediately of the location and will return at least once that day at a mutually~~

agreeable time, to collect the set out Blue Box Material. Without limiting the generality of the foregoing, the following are not considered to be impassable obstructions:

- (i) ~~parked vehicles;~~
- (ii) ~~moving vans;~~
- (iii) ~~snowbanks;~~
- (iv) ~~overground flooding of less than twenty (20) centimetres; and/or~~
- (v) ~~ditches.~~

3.133.6 Non-Compliant Material

~~If Non-Compliant Material was tagged prior to the Statement of Work Eligible Community Service Commencement Date, the Contractor shall, if Blue Box Material is Non-Compliant, the Contractor shall place in a prominent location a non-compliance notification tag that identifies the specific problem(s) and reason(s) for non-compliance. Failure to provide proper non-compliance notification shall be considered a missed Collection subject to the other provisions in this Statement of Work and the MSA.~~

- ~~(a) Notwithstanding tagging of containers of Blue Box Material with a non-compliance notice, CMO reserves the right to direct the Contractor to collect containers tagged with a non-compliance notice.~~

3.133.7 Unloading Blue Box Material

- (a) The locations of the ~~RFs~~RF(s) for each Eligible Community will be provided by CMO no later than ninety (90) calendar days prior to the Statement of Work Eligible Community Service Commencement Date for the Eligible Community.
- (b) Contractor will deliver all collected Blue Box Material to the RF identified by CMO. The Contractor will not release Blue Box Material to anyone other than the RF or dispose of any collected Blue Box Material without prior written authorization from CMO.
- (c) Delivery to ~~aan~~ RF shall adhere to the following steps:
 - (i) The inbound Collection Vehicle shall pass over the weighscale without exception. The operator of the Collection Vehicle must provide information such that a weighscale ticket with all required data can be generated;
 - (ii) The Collection Vehicle shall go to the designated tipping floor area of the RF. Each of the fibres and containers must be deposited into the appropriate tipping floor area. A Collection Vehicle operator must take instruction from the tipping floor supervisor and only empty when permitted;
 - (iii) Selected Collection Vehicles will be directed to return to the weighscale after emptying the first compartment to get a split weight (estimated 10% of Collection Vehicles by Eligible Community will be directed to split weigh). After split weighing, a Collection Vehicle will return to the tipping floor area for the second compartment and empty the contents of the Collection Vehicle. The Collection Vehicle will then return to the weighscale to obtain a tare weight;

- (iv) The Collection Vehicle must empty the fibre and container compartments on every trip to the RF. The Collection Vehicle operator must ensure each compartment is completely emptied before moving to the next tipping floor area and before leaving the property. The Collection Vehicle operator shall not clean out the Collection Vehicle in a manner that causes or may cause fibre materials to be commingled with containers or vice versa;
- (v) If the Collection Vehicle experiences a bulkhead failure, the Collection Vehicle operator shall work with the tipping floor supervisor to separate the two streams; **[NTD: revise if Contractor is collecting a single stream.]**
- (vi) Every Collection Vehicle must have a tare weight taken once every two months without exception. To alleviate the potential for backup and delays on the weighscale, tare weight timing will be staggered; and
- (vii) In the event ~~an~~ RF is unable to accept Blue Box Material from a Collection Vehicle, the Contractor shall immediately notify CMO and the Collection Vehicle shall proceed to another RF as directed by CMO. ~~Any costs incurred by the Contractor in delivering Blue Box Material to another RF are the responsibility of the Contractor.~~

~~(d) The Collection Vehicle operators shall comply with all requirements operational protocol and procedures of ~~the~~ RF.~~

3.14 — Inspections

- ~~(a) The Contractor is responsible for ensuring the following:~~
 - ~~(i) One hundred percent (100%) during unloading of Blue Box Material ~~has been collected in the manner required by the MSA and this Statement of Work;~~~~
 - ~~(ii) All collection containers are being returned to their correct location;~~
 - ~~(iii) Employees are wearing appropriate safety equipment and otherwise observing all applicable occupational health and safety laws;~~
 - ~~(iv) Collection Vehicles are not speeding, obeying all traffic laws, and being operated in accordance with Applicable Law;~~
 - ~~(v) Claims of damage to containers are resolved within one (1) Business Day;~~
 - ~~(vi) Claims of damage to property (other than containers) are resolved within thirty (30) calendar days;~~
 - ~~(vii) CMO is informed of all incidents, problems, complaints, and corrective actions taken daily; and~~
 - ~~(viii) Containers set out with Non Blue Box Material are tagged with a non-compliance notice tag by collection staff.~~
- ~~(b) The Contractor shall permit CMO to sample material delivered by Collection Vehicles to a RF. The process will be as follows:~~

- ~~(i) — Each month, CMO will provide each RF with a list of Collection Vehicles by day, time and Eligible Source from which samples will be taken.~~
- ~~(ii) — The number of Collection Vehicles to be sampled will be pro-rated by the tonnage of material being collected from each type of Eligible Source.~~
- ~~(iii) — When a Collection Vehicle arrives at the RF, if it is identified as a Collection Vehicle to be sampled, the weighscale operator will direct the Collection Vehicle to a separate tipping area. At no time will one Collection Vehicle be required to provide a sample of fibres and another of containers (i.e., only one material will be sampled on any given date from one Collection Vehicle).~~
- ~~(iv) — The Collection Vehicle operator will carefully empty the contents into a pile such that the material does not touch any other material on the tipping floor.~~
- ~~(v) — The Collection Vehicle operator will empty the other compartment onto the appropriate area of the tipping floor.~~
- ~~(vi) — No Collection Vehicle will be asked to split weigh and be directed to take an audit sample on the same inbound trip.~~

3.15 — Customer Service

- ~~(a) — The Contractor shall provide a dedicated, toll-free telephone number for the public, which must have the capability of transferring calls between the Contractor's telephone system and CMO's telephone system. The Contractor shall also provide CMO with contact information, including telephone numbers and email addresses, to facilitate communication between the Contractor, its supervisor, and CMO.~~
- ~~(b) — The Contractor shall maintain on all days when Work is performed, during the hours of 7:00 a.m. to 6:00 p.m., a call centre with sufficient staff and facilities, including a two-way radio and digital scanner, determined at the sole discretion of CMO, to receive, record and resolve complaints and inquiries from customers, Eligible Communities, and CMO via telephone, email and live chat/instant messages. For each complaint or inquiry received, the Contractor shall create a record of the time and date received, the name of the person, a telephone number and/or email address, the nature of the complaint or inquiry and the corrective action to address each complaint.~~
- ~~(c) — The Contractor shall investigate all complaints and answer all inquiries on the same day they are received by the call centre. A copy of the record for all complaints, inquiries and complaint resolutions, as described in Section 3.15b) of this Exhibit 1, shall be delivered to CMO substantially in the form provided in Exhibit 11.~~
- ~~(d) — The Contractor shall provide CMO with a copy of each claim for damage received, where damages have been sustained in relation to this Statement of Work, within two (2) Business Days of receipt of the claims and written confirmation that all claims for damage were resolved within thirty (30) calendar days of receipt.~~
- ~~(e) — At all times outside of the hours described in Section 3.15b) of this Exhibit 1, the Contractor shall maintain an employee designated as on-call to receive and respond to communications from CMO. The Contractor shall provide every on-call employee with a cellular telephone and email capability and shall provide contact information for on-call~~

~~employees to CMO. An on-call employee shall respond to communications from CMO within fifteen (15) minutes of receiving the communication during the hours when Work is being performed and within thirty (30) minutes of the start of the next day when Work is performed if the communication is received outside of hours Work is being performed.~~

- ~~(f) All issues, and any corrective actions, that come to the attention of supervisors, whether identified by other persons or independently by supervisors, shall be included in the reports prepared pursuant to Section 3.15c) of this Exhibit 1.~~
- ~~(g) All non routine issues that come to the attention of supervisors shall be included in the reports prepared pursuant to Section 3.15c) of this Exhibit 1 and reported to CMO within one (1) hour. The report shall include the proposed corrective action to be taken in response to the issue.~~
- ~~(h) The Contractor shall act, and shall ensure that all persons involved in performing the Work act, courteously and appropriately at all times during the performance of the Work.~~

3.16 — Information

~~CMO expressly disclaims any liability whatsoever from the Contractor's reliance or non-reliance on the data provided in this Statement of Work, including in Exhibits 2, 3 and 4. The Contractor is responsible for his/her own due diligence, including determining staffing and Collection Vehicle requirements and the exact number and location of Eligible Sources.~~

~~(a)(d) _____.~~

ARTICLE 4
RECORD KEEPING AND REPORTING REQUIREMENTS

4.1 Record Keeping and Reporting Requirements

- (a) The Collection Vehicle operator will provide the necessary information to the RF representative such that the following data may be collected for each inbound vehicle:
- (i) Date and time;
 - (ii) Originating Eligible Community ID number;
 - (iii) Valtype (i.e., the type or the majority fraction of combined loads from single-family residences, multi-family residences, long-term care homes, retirement homes, schools) as applicable to the load;
 - (iv) Blue Box Material onboard (e.g. Stream 1, Stream 2, or a ~~single~~Single Stream material type);
 - (v) Contractor ~~name~~ID number;
 - (vi) ~~Track~~Collection Vehicle number;
 - (vii) Scale ticket number;
 - (viii) Gross weight (tonnes);
 - (ix) Tare weight (tonnes, including by split load if applicable); and
 - (x) Net weight (tonnes; tonnes by compartment – Stream 1, Stream 2, where split-weighting occurs).
- (b) The Contractor shall ensure that detailed records are kept for the Blue Box Material that is collected and delivered to a RF including a record of the number of Collection Vehicles emptied per day, the weight in metric tonnes of each load, and where the load was delivered such that a cross-correlation between RF records and Contractor records can be made.
- (c) Within sixty (60) calendar days of the end of a calendar year, the Contractor shall annually provide a report to CMO, in a form approved by CMO, outlining kilometres driven and fuel consumed by Collection Vehicles in the delivery of the Work under this Statement of Work. The report will be organized to display information by Collection Vehicle category and where Collection Vehicles are used for a specific Valtype the information for Collection Vehicles will be listed separately.
- ~~(d)~~ The Contractor shall, in addition to the records specified above, maintain, and provide to CMO, in a format acceptable to CMO, a monthly, summary report of Blue Box Material collected (by Eligible Community and by route within each Eligible Community) under this Statement of Work. This shall include ~~, but not necessarily be limited to:~~
- ~~(e)~~(d) Monthly Blue Box Material Collected Report: Collection summary by Valtype, weight of each collection vehicle, material stream (weigh scale receipts must be maintained and made available in a format and manner as requested by CMO);).

- ~~(i) Refusal Notice Sticker Report: Collection stops that have been refused service due to Non-Compliant material, by material stream; and~~
- ~~(ii) Collection Not Made Reports: Locations not serviced.~~
- (e) For all Collection Vehicles that have automated vehicle location equipment, the Contractor shall ensure such equipment complies with the requirements specified in Exhibit 9.
- (f) The Contractor shall:
 - (i) electronically transfer all Collection Data to CMO; and
 - (ii) make all Collection Data available for transfer to, and access by, CMO,via an Application Programming Interface or web-based portal, in a format, and in accordance with other requirements, established by CMO.

**ARTICLE 5
DOCUMENTATION AND PAYMENT**

5.1 Documentation and Payment

- (a) Starting in the first calendar month after the Statement of Work Eligible Community Service Commencement Date for an Eligible Community, the Contractor shall submit to CMO a monthly work report for the Work performed in the prior calendar month for such Eligible Community. The monthly work report must be submitted within the first fourteen (14) calendar days after the start of the calendar month.
- (b) Each monthly work report submitted by the Contractor shall be in a form acceptable to CMO and, ~~in accordance with Section 6.2c) of the MSA,~~ shall include the following in respect of the period covered by the applicable monthly work report:
 - (i) ~~Number~~total number of Eligible Sources serviced ~~(Exhibit 2);~~
 - (ii) ~~Number~~total number of Non-Eligible Sources serviced ~~(Exhibit 5);~~
 - (iii) number of Eligible Sources added or removed through a Change Order during the calendar month, accompanied by the names and addresses of Facilities impacted; and
 - ~~(iii)~~(iv) Blue Box Material collection summary report that complies with the requirements of Section 4.41(d) of this Exhibit 1;
 - ~~(iv)~~ Inquiries, issues, complaints, and corrective actions report (Exhibit 11); and
- (c) If requested by CMO, the Contractor shall provide Collection Vehicle weighscale records.
- (d) For clarity, the Contractor may only be paid for Work under this Statement of Work every ~~three (3)~~ calendar month provided the Contractor has submitted monthly work reports in accordance with Section 5.41(a) of this Exhibit 1 for such ~~three (3)~~ calendar month period.
- ~~(e)~~ For greater certainty, except as expressly set out in the MSA there shall be no increase to the prices set out in the Statement of Work for any changes to the Contractor's responsibilities.

Article 6
SERVICE LEVEL FAILURE CREDITS

6.1— Service Level Failure Credits

(a) In view of the difficulty of ascertaining the losses which CMO will suffer by reason of the occurrence of one of the infractions described in Table 6.1 (each an “Infraction”), it is hereby agreed upon, fixed and determined by the Parties hereto, as a genuine pre-estimate of the amount of service level failure credits required to compensate CMO for an Infraction; and not as a penalty; and CMO may deduct and retain the amounts of such service level failure credits out of the monies which may be due or become due to the Contractor under the MSA in accordance with Table 6.1 below:

Table 6.1: Service Level Failure Credits

No.	Infraction	Amount	Unit
1.	Failure to perform collection only during times specified (Section 3.5(a) of this Exhibit 1)	\$500	Per incident
2.	Failure to return for missed collection within the time specified (Section 3.11(b) of this Exhibit 1)	\$500	Per incident
3.	Failure to replace containers properly within times specified (Section 3.9(b) or 3.9(e) of this Exhibit 1)	\$500	Per incident
4.	Failure to behave courteously or appropriately (Section 3.15(h) of this Exhibit 1)	\$1,000	Per incident
5.	Failure to resolve a claim of damage to property (other than containers) within thirty (30) calendar days (Section 3.14(a)(vi) of this Exhibit 1)	\$1,000	Per calendar day after the 30th calendar day until the claim is resolved
6.	Failure to submit a report within the required time (various Sections of this Exhibit 1)	\$500	Per calendar day until the report is submitted
7.	Submission of an inaccurate report (various Sections of this Exhibit 1)	\$1,000	Per inaccurate report
8.	Failure to clean up spillage of pollutants, including oil and fuel, within the time specified or promptly pay for clean up or disposal costs (Section 3.6(r) of this Exhibit 1)	\$5,000	Per incident
9.	Failure to clean up regular spills, including Blue Box Material within the time specified (Section 3.6(r) of this Exhibit 1)	\$500	Per incident
10.	Failure to provide necessary information to weighscale operator at RF to complete weighscale ticket (Section 3.13(c) of this Exhibit 1)	\$500	Per incident
11.	Failure to scale a Collection Vehicle in and out of a RF (Section 3.13(c) of this Exhibit 1)	\$500	Per incident
12.	Failure to prevent material scavenging (Section 3.7(b) of this Exhibit 1)	\$1,000	Per incident

No.	Infraction	Amount	Unit
13.	Failure to prevent mixing of Blue Box Material from Eligible Sources with Blue Box Material from Non Eligible Sources, except Non Eligible Sources included in the count set out in Exhibit 5 (Section 3.8(a) of this Exhibit 1)	\$1,000	Per incident
14.	Unscheduled downtime affecting collection operations	\$500	Per incident
15.	Failure to provide requested reports/documentation within five (5) Business Days (various Sections)	\$500	Per incident

EXHIBIT 2: ELIGIBLE SOURCES

No.	Eligible Community	Number of Single-Family Residences	Number of Multi-Family Residences	Number of Facilities	Total Number of Eligible Sources
1.					
2.					
3.					

***NOTE: In the event of a conflict or inconsistency between the information presented in Exhibit 2, Exhibit 3 and Exhibit 4, the information presented in Exhibit 2 shall be used to resolve the conflict or inconsistency.**

***NOTE: The Contractor is to complete this Exhibit with current information ~~is based on available data at the time of the preparation prior to execution~~ of the Statement of Work. CMO holds no responsibility or liability for actual figures that are different from the figures presented in this Exhibit.**

EXHIBIT 3: MULTI-FAMILY BUILDINGS

No.	Eligible Community	Building Name (as available)	Street Address	Number of Dwelling Units
1.				
2.				
3.				

***NOTE:** The Contractor is to complete this Exhibit with current information is based on available data at the time of the preparation prior to execution of the Statement of Work. CMO holds no responsibility or liability for actual information that is different from the information presented in this Exhibit.

EXHIBIT 4: RETIREMENT HOMES, LONG-TERM CARE HOMES AND SCHOOLS

No.	Eligible Community	Facility Name	Street Address
1.			
2.			
3.			

***NOTE:** The Contractor is to complete this Exhibit with current information is based on available data at the time of the preparation prior to execution of the Statement of Work. CMO holds no responsibility or liability for actual information that is different from the information presented in this Exhibit.

EXHIBIT 5: NON-ELIGIBLE SOURCES

No.	Eligible Community	Name of Non-Eligible Source	Address of Non-Eligible Source	Number of Non-Eligible Sources at Address
1.				
2.				
3.				
Total				

***NOTE:** The Contractor is to complete this Exhibit with current information is based on available data at the time of the preparation prior to execution of the Statement of Work. CMO holds no responsibility or liability for actual figures that are different from the figures presented in this Exhibit.

EXHIBIT 6: BLUE BOX CONTAINERS MATERIAL ACCEPTED IN COLLECTION SYSTEM

Containers approved for each type of Eligible Source are listed in the table below.

Type of Eligible Source	Eligible Community Material Stream	Collection Container Options Blue Box Material accepted by the Eligible Community for this Statement of Work
Single Family Residence 1.	Containers	1. Blue Box (any size) 2. 45 and 65 gallon carts
	Fibres	1. Blue Box (any size) 2. 45 and 65 gallon carts 3. Bundled/tied OCC only
Multi-Family Residence 2.	Containers	1. 65, 95 and 120-gallon carts 2. 2 to 8 cubic yard front-end bin
3.	Fibres	1. 65, 95 and 120-gallon carts 2. 2 to 8 cubic yard front-end bin
	OCC only	1. 65, 95 and 120-gallon carts 2. 2 to 8 cubic yard front-end bin
Facilities including long	Containers	1. 65, 95 and 120-gallon carts 2. 2 to 8 cubic yard front-end bin
	Fibres	1. 65, 95 and 120-gallon carts 2. 2 to 8 cubic yard front-end bin
	OCC only	1. 65, 95 and 120-gallon carts 2. 2 to 8 cubic yard front-end bin

Split Cells

Type of Eligible Source No.	<u>Eligible Community Material Stream</u>	<u>Collection-Container-Options Blue Box Material accepted by the Eligible Community for this Statement of Work</u>
ter m car e ho mes r eti rem ent ho mes r sch ool s		

***NOTE: The Contractor is to complete this Exhibit with current information prior to execution of the Statement of Work. CMO holds no responsibility or liability for information that is different from the information presented in this Exhibit.**

EXHIBIT 7: BLUE BOX MATERIAL ACCEPTED IN COLLECTION SYSTEM

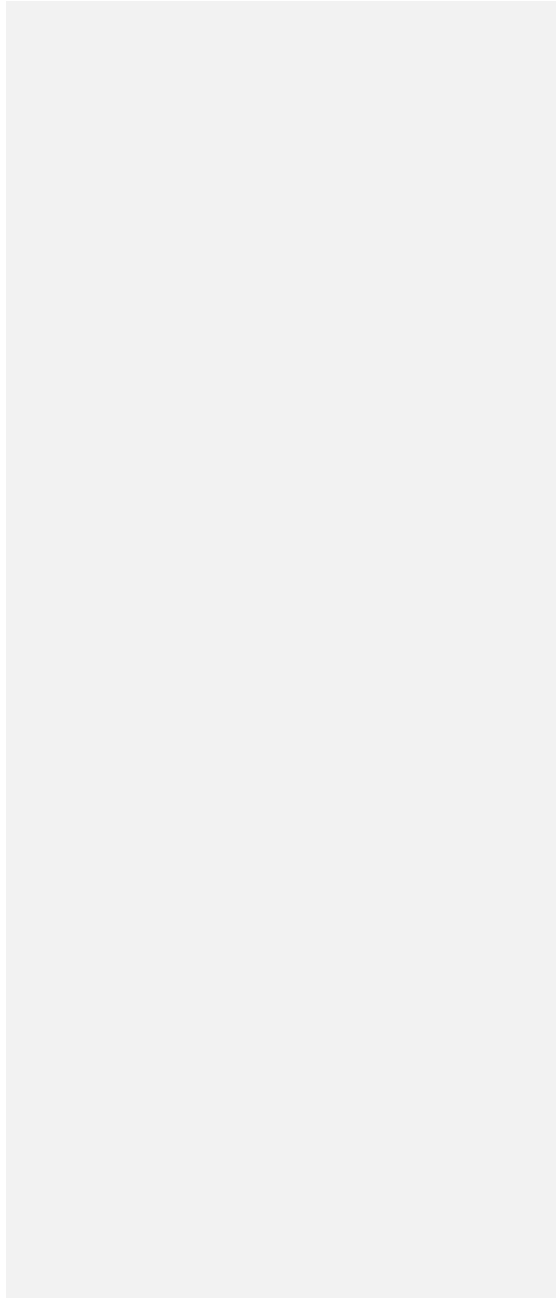
Eligible Community from Statement of Work Effective Date (Transition Date) to December 31, 2025		Applicable Exceptions for an Eligible Community that collected the materials listed below prior to the Statement of Work Effective Date (Transition Date) and will continue to collect the materials listed below for such Eligible Community after the Statement of		
Material Category	Column #1	Column #2	Column #3	Column #4
	Material and Description	Do Not Include	Material and Description	Do Not Include
Paper Product	Newspapers, inserts and flyers Daily and community newspapers and advertising flyers	Plastic bags used to cover newspaper/flyers Rubber bands	Plastic bags used to cover newspaper/flyers Include with plastic bags and overwrap; do not include with newspapers	
Paper Product	Magazines and catalogues All types			
Paper Product	Telephone books Phone books, directories	Hardcover or paperback books (donate or sell)		
Paper Product	Writing home/office paper, correspondence, calendars, product assembly instructions, user guides, warranty cards and safety information; printed material provided at point of sale; statements from banks, credit card companies and utility			

Eligible Community
from Statement of Work Effective Date (Transition Date) to December 31, 2025

Material Category	Column #1	Column #2
	Material and Description	Do Not Include
	<p>companies; greeting cards</p> <p>Note pads; loose leaf paper; white or coloured computer copier and printer paper; printed paper; plain and window envelopes; shredded paper</p> <p>Place shredded paper securely inside a paper bag or box (to prevent litter) and include with your paper recycling.</p>	
Paper Packaging	<p>Corrugated cardboard boxes</p> <p>Shipping boxes, grocery and conugated boxes used to package consumer goods, pizza boxes, etc.</p> <p>Empty Boxes: Flatten large corrugated boxes and cut down to no larger than 30" wide (78 cm) X 30" tall (78 cm), staples and tape OK</p>	Cardboard boxes with wax coating
Paper Packaging	Cardboard/boxboard	

Applicable Exceptions for an Eligible Community that collected the materials listed below prior to the Statement of Work Effective Date (Transition Date) and will continue to collect the materials listed below for such Eligible Community after the Statement of

Column #3	Column #4
Material and Description	Do Not Include
Cardboard boxes with wax coating	

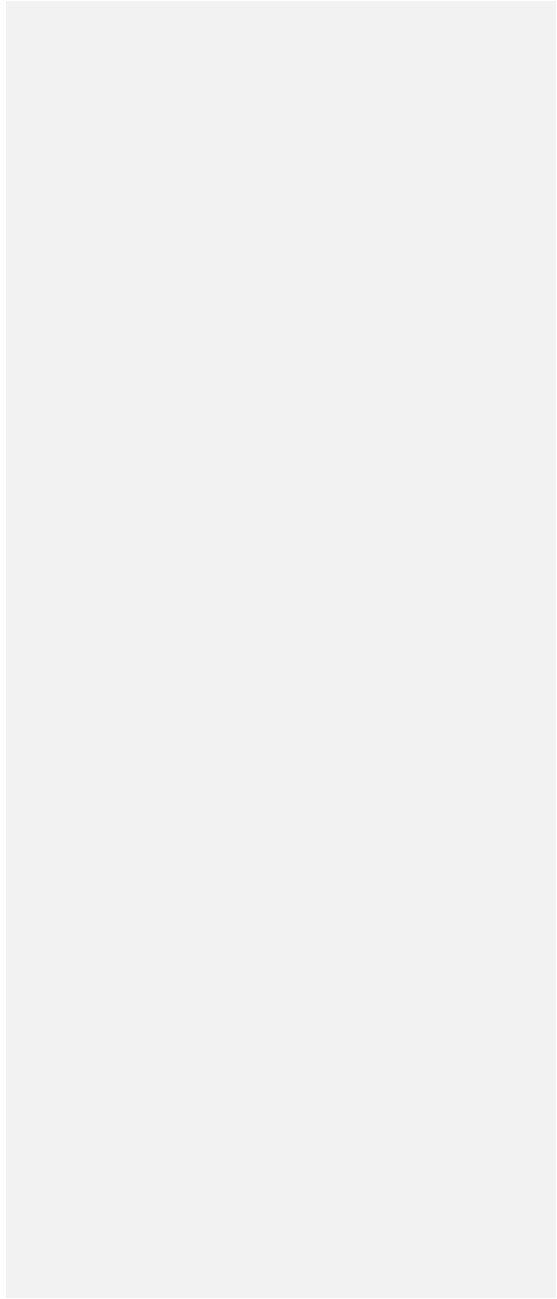


Eligible Community
from Statement of Work Effective Date (Transition Date) to December 31, 2025

Material Category	Column #1	Column #2
	Material and Description	Do Not Include
	<p>Boxes for cereal, shoes, tissues, pizza, frozen entrees, desserts, detergent, etc. Carrier trays for bulk bottled water, soft drinks, cans, food, etc.</p> <p>Cores for paper towel and toilet tissue.</p> <p>Flatten and place boxboard directly into the collection container, not inside another box</p> <p>Remove liner bags and food residue</p>	
Paper Packaging	<p>Moulded boxboard packaging</p> <p>Egg cartons, take-out beverage trays, empty paper-based garden pots, etc</p>	Dirt in garden pots
Paper Packaging	<p>Paper bags (kraft paper)</p> <p>Any colour, including brown grocery sacks, white prescription bags, brown envelopes</p>	Padded envelopes filled with material other than paper, foil-lined bags (e.g., packaged cookies)
Paper Packaging	Multi-layer paper bags	Bags with a foil layer, bags with a plastic layer

Eligible Community
that collected the materials listed below prior to the Statement of Work Effective Date (Transition Date) and will continue to collect the materials listed below for such Eligible Community after the Statement of

Column #3	Column #4
Material and Description	Do Not Include
Padded envelopes filled with material other than paper, foil-lined bags (e.g., packaged cookies)	
Bags with a foil layer, bags with a plastic layer, plastic-lined paper	



Eligible Community from Statement of Work Effective Date (Transition Date) to December 31, 2025		
Material Category	Column #1	Column #2
	Material and Description	Do Not Include
	Multi-layered paper bags for flour, sugar, etc.	
Paper Packaging	Items in Column # 3 if accepted by an eligible community prior to transition	Items in Column # 4 if items in Column # 3 were accepted by an eligible community prior to transition
Paper Packaging	Gable top cartons For non-alcoholic beverages, dairy, cream, substitute eggs, sugar, molasses, etc. • Empty and rinse cartons	
Paper Packaging	Aseptic boxes or cartons and straws For non-alcoholic beverages as well as cream, soup, broth, sauces, etc. • Add loose to recycling container	Stand-up pouches
Paper Packaging	Items in Column # 3 if accepted by an eligible community prior to transition	Items in Column # 4 if items in Column # 3 were accepted by an eligible community prior

Applicable Descriptions for an Eligible Community that collected the materials listed below prior to the Statement of Work Effective Date (Transition Date) and will continue to collect the materials listed below for each Eligible Community after the Statement of	
Column #3	Column #4
Material and Description	Do Not Include
Paper cups and for hot and cold beverages and plastic straws • Empty and rinse cups • Recycle paper sleeves separately	
Stand-up pouches Include with Other Flexible Plastic Packaging: Stand-up and Zipper Lock Pouches	
Frozen dessert paper tubs and boxes, paper take-out boxes for quick-service foods	

Eligible Community
 from Statement of Work Effective Date (Transition Date) to December 31, 2025

Material Category	Column #1	Column #2
	Material and Description	Do Not Include
		to transition
Metal Packaging	Items in Column # 3 if accepted by an eligible community prior to transition	Items in Column # 4 if items in Column # 3 were accepted by an eligible community prior to transition
Metal Packaging	Spiral wound cans and metal lids For frozen juice concentrate, potato chips, cookie and pastry dough, coffee, nuts, baby formula, etc.	
Metal Packaging	Steel cans and lids For food including pet food; tins for cookies, tea, chocolates, etc.; include metal lid <ul style="list-style-type: none"> • Empty and rinse cans • Labels OK • Put metal lid inside can and squeeze slightly 	Steel paint cans, coat hangers (return to dry cleaners), pots, pans and baking trays, propane cylinders, butane cylinders, CO ₂ cartridges, metal toys, appliances, metal hardware or other scrap metal, wiring or metal cords, extension cords

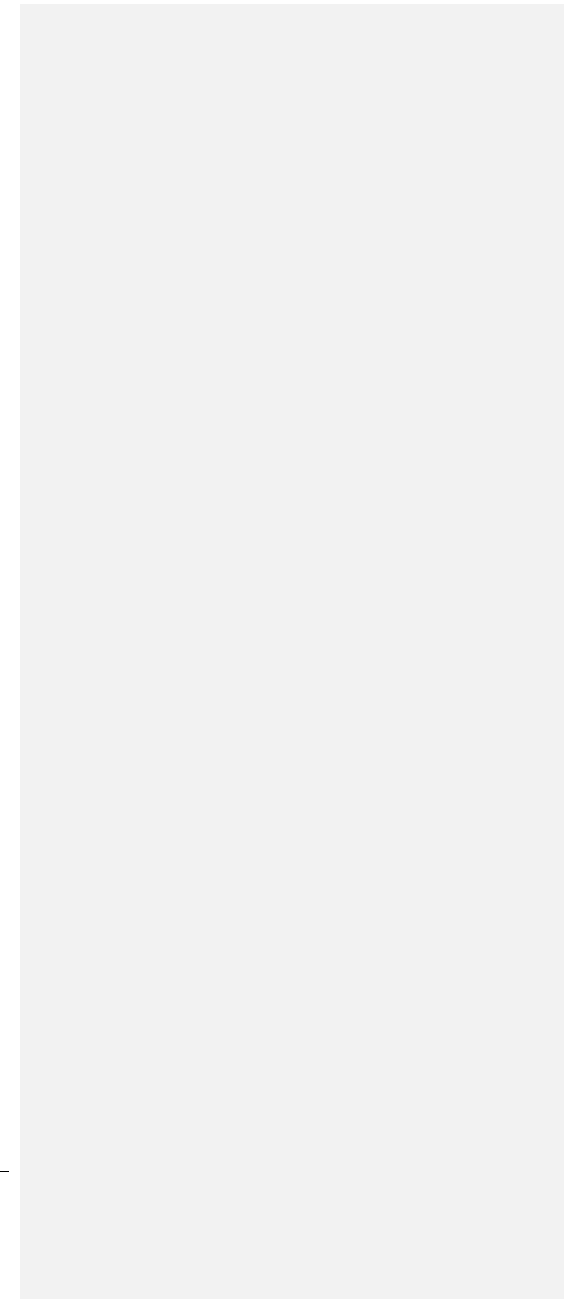
Eligible Community
 will continue to collect the materials listed below after the Statement of Work Effective Date (Transition Date)

Column #3	Column #4
Material and Description	Do Not Include
For ice cream, frozen yogurt, etc. Empty and rinse cartons	
Empty aerosol containers For food, air fresheners, shaving cream, deodorant, hairspray, etc. • Empty cans	Spray paint cans and other aerosol cans with any contents remaining, propane cylinders

Eligible Community from Statement of Work Effective Date (Transition Date) to December 31, 2025		Applicable Descriptions for an Eligible Community that collected the materials listed below prior to the Statement of Work Effective Date (Transition Date) and will continue to collect the materials listed below for such Eligible Community after the Statement of		
Material Category	Column #1	Column #2	Column #3	Column #4
	Material and Description	Do Not Include	Material and Description	Do Not Include
Metal Packaging	<p>Aluminum cans and lids</p> <p>For non-alcoholic beverages, food, e.g., seafood, cat food, etc.</p> <ul style="list-style-type: none"> • Empty and rinse cans • Labels OK • Put metal lid inside can and squeeze slightly 	<p>Propane cylinders, butane cylinders, CO₂ cartridges, deposit cans (return for deposit refund)</p>		
Metal Packaging	<p>Aluminum foil and foil take-out containers</p> <p>Foil wrap and take-out containers including pie plates, food trays, etc.</p> <ul style="list-style-type: none"> • Empty and rinse containers 	<p>Chip or foil bags, foil wrap with paper backing for butter, cigarettes, etc., foil lined cardboard take-out containers or lids</p>	<p>Chip or foil bags, foil wrap with paper backing for butter, cigarettes, etc., foil lined cardboard take-out containers and lids</p>	
Plastic Packaging	<p>Plastic jugs with screw tops</p> <p>For cooking oil, laundry detergent, fabric softener, body care products, etc.</p> <ul style="list-style-type: none"> • Empty and rinse jugs 	<p>Containers for motor oil, vehicle lubricant, solvents, pesticides or antifreeze products</p> <p>Containers with hazardous contents</p>		

Eligible Community from Statement of Work Effective Date (Transition Date) to December 31, 2025		Applicable Exceptions for an Eligible Community that collected the materials listed below prior to the Statement of Work Effective Date (Transition Date) and will continue to collect the materials listed below for such Eligible Community after the Statement of		
Material Category	Column #1	Column #2	Column #3	Column #4
	Material and Description	Do Not Include	Material and Description	Do Not Include
	<ul style="list-style-type: none"> Labels OK 			
Plastic Packaging	<p>Plastic clamshells</p> <p>For baked goods, fruit, produce, eggs, etc. Containers are clear with hinged or click closed tops.</p> <ul style="list-style-type: none"> Empty and rinse containers Labels OK 	<p>Packaging labelled biodegradable or compostable, liquid absorbing pads</p>		
Plastic Packaging	<p>Plastic jars and lids</p> <p>For peanut butter, jam, nuts, condiments, vitamins and supplements, personal care products and cosmetics, etc.</p> <ul style="list-style-type: none"> Plastic jars have wide mouths with screw top lids Empty and rinse jars Labels OK 	<p>Plastic deposit bottles (return for deposit refund), stand up pouches, containers for motor oil, vehicle lubricant, solvents, pesticides or antifreeze products</p>	<p>Include with Other Flexible Plastic Packaging: Stand up and Zipper Lock Pouches</p>	
	<p>Plastic bottles and caps</p> <p>For non alcoholic beverages,</p>	<p>Plastic deposit bottles (return for deposit refund), stand up pouches, containers for motor</p>	<p>Stand up pouches</p> <p>Include with Other Flexible</p>	

Eligible Community from Statement of Work Effective Date (Transition Date) to December 31, 2025				
Material Category	Column #1	Column #2	Column #3	Column #4
	Material and Description	Do Not Include	Material and Description	Do Not Include
	<p>food, dish soap, mouthwash, shampoos, conditioners and other personal care products, vitamins, laundry products, household cleaners, etc.</p> <ul style="list-style-type: none"> • Plastic bottles have screw caps, spray pump or pull up tops • Empty and rinse bottles • Labels OK 	oil, vehicle lubricant, solvents; pesticides or antifreeze products	Plastic Packaging: Stand-up and Zipper Lock Pouches	
Plastic Packaging	<p>Plastic trays and tops and cutlery</p> <p>For deli chicken, single-serve meals, prepared foods, baked goods, housewares and hardware, e.g. screws, picture hangers, etc.</p> <ul style="list-style-type: none"> • Containers are clear or have black bottom trays with clear domes • Empty and rinse trays 	White, black or colour foam trays, soft plastic packaging for perishable foods, e.g. meat, poultry, fish or cheese, etc.; plastic/foil packaging for items like chewing gum and pills	White, black or colour foam trays, soft plastic packaging for perishable foods, e.g. meat, poultry, fish or cheese, etc.; plastic/foil packaging for items like chewing gum and pills	
Plastic Packaging	<p>Plastic tubs and lids</p> <p>For margarine, spreads, yogurt, cottage cheese, sour cream, ice</p>	Packaging labelled biodegradable or compostable, coffee grounds (include with green waste, if applicable)		

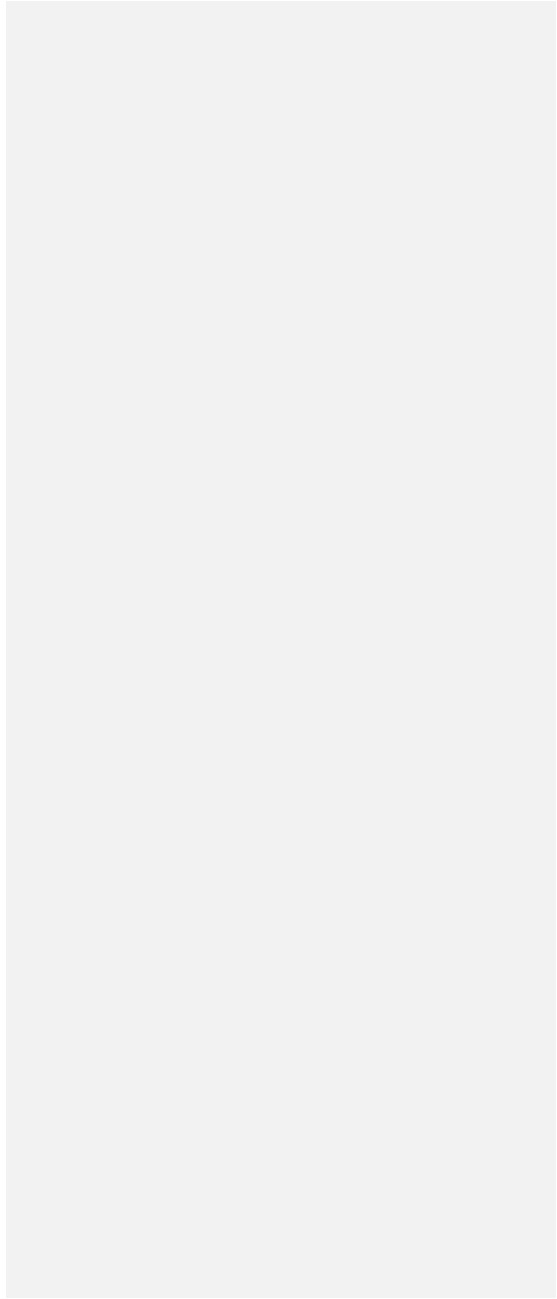


Eligible Community from Statement of Work Effective Date (Transition Date) to December 31, 2025		Applicable Descriptions for an Eligible Community that collected the materials listed below prior to the Statement of Work Effective Date (Transition Date) and will continue to collect the materials listed below for such Eligible Community after the Statement of		
Material Category	Column #1	Column #2	Column #3	Column #4
	Material and Description	Do Not Include	Material and Description	Do Not Include
	<p>cream, etc.</p> <ul style="list-style-type: none"> Empty and rinse tubs For single use coffee and tea pods: Empty and rinse pods. 			
Plastic Packaging	<p>Plastic cold drink cups with lids and straws</p> <p>Beverage take-out cups</p> <ul style="list-style-type: none"> Empty and rinse cups 	<p>Packaging labelled biodegradable or compostable, napkins (include with green waste, if applicable)</p>		
Plastic Packaging	<p>Plastic garden pots and trays</p> <p>For bedding plants, seedlings, vegetable plants, etc.</p> <ul style="list-style-type: none"> Remove remaining soil from garden pots and trays. 	<p>Ceramic plant pots, lawn edging, tarps, plastic furniture or toys, garden hoses, plastic string or rope</p>		
Plastic Packaging	<p>Plastic Pails</p> <p>For laundry detergent, ice cream, pet food, etc.</p> <ul style="list-style-type: none"> Pails that are less than 25L 	<p>Plastic pails larger than 25L, pails for lubricants, oils solvents, pesticides and paint</p> <p>Pails with contents</p>		

Eligible Community from Statement of Work Effective Date (Transition Date) to December 31, 2025		Applicable exceptions for an eligible community that collected the materials listed below prior to the Statement of Work Effective Date (Transition Date) and will continue to collect the materials listed below through the eligible community after the Statement of		
Material Category	Column #1	Column #2	Column #3	Column #4
	Material and Description	Do Not Include	Material and Description	Do Not Include
		remaining		
Plastic Packaging	Microwavable bowls and cups and plastic cutlery For soups and entrees	Bowls with metal rims; napkins (include with green waste, if applicable)	Bowls with metal rims	
Glass Packaging	Glass bottles and jars Clear or coloured. Check with your recycling collector for instructions <ul style="list-style-type: none"> • Empty and rinse bottles and jars. Labels OK • Include lids with container recycling 	Drinking glasses, dishes, cookware, whole or broken window glass or mirrors, ceramic mugs or other ceramic products, deposit glass bottles (return for deposit refund), light bulbs and light fixtures		
Plastic Packaging	Items in Column # 3 if accepted by an eligible community prior to transition	Items in Column # 4 if items in Column # 3 were accepted by an eligible community prior to transition	Plastic bags and overwrap Plastic bags for groceries, dry cleaning, bread, newspapers and flyers; bags for produce, dry bulk foods, and most frozen vegetables; outer bags and wrap for diapers, feminine hygiene products, paper towels, tissues, soft drink can	Packaging labelled biodegradable or compostable, lumber or construction wrap, garbage bags

Eligible Community from Statement of Work Effective Date (Transition Date) to December 31, 2025		Applicable exceptions for an Eligible Community that collected the materials listed below prior to the Statement of Work Effective Date (Transition Date) and will continue to collect the materials listed below for such Eligible Community after the Statement of		
Material Category	Column #1	Column #2	Column #3	Column #4
	Material and Description	Do Not Include	Material and Description	Do Not Include
			<p>flats; bags for water softener salt; wood pellets and garden products; overwrap on mattresses, furniture and electronic equipment</p> <p>Crinkly cellophane wrap, for tea, floral arrangements, etc.; stand-up pouches, bags for pre-washed salad, kitchen stretch wrap or plastic wrap for meat, poultry, fish or cheese, chip or snack bags, zipper lock sandwich and freezer bags, plastic shipping envelopes</p> <p>Soft packaging for perishable foods, e.g. bacon, deli meats, cheese slices, fish, etc.;</p> <p>Empty bags of food</p>	

Eligible Community from Statement of Work Effective Date (Transition Date) to December 31, 2025		Applicable exceptions for an eligible community that collected the materials listed below prior to the Statement of Work Effective Date (Transition Date) and will continue to collect the materials listed below for such Eligible Community after the Statement of		
Material Category	Column #1 Material and Description	Column #2 Do Not Include	Column #3 Material and Description	Column #4 Do Not Include
Plastic Packaging	Items in Column # 3 if accepted by an eligible community prior to transition	Items in Column # 4 if items in Column # 3 were accepted by an eligible community prior to transition	<p>Foam food containers and trays</p> <p>Meat trays, foam egg cartons, foam clamshells, foam cups and bowls for take-out food; etc.</p> <ul style="list-style-type: none"> • Remove food residue and liquid absorbing pads • Shrink wrap for meat, poultry, fish, cheese, etc.; 	Liquid absorbing pads; napkins (include with green waste, if applicable)



Eligible Community from Statement of Work Effective Date (Transition Date) to December 31, 2025		Applicable Exceptions for an Eligible Community that collected the materials listed below prior to the Statement of Work Effective Date (Transition Date) and will continue to collect the materials listed below through Eligible Communities after the Statement of		
Material Category	Column #1 Material and Description	Column #2 Do Not Include	Column #3 Material and Description	Column #4 Do Not Include
Plastic Packaging	Items in Column # 3 if accepted by an eligible community prior to transition	Items in Column # 4 if items in Column # 3 were accepted by an eligible community prior to transition	<p>Foam cushion packaging</p> <p>Foam cushion packaging used to protect electronics, small appliances, etc.</p> <p>Foam peanuts, packing chips</p> <ul style="list-style-type: none"> • Remove labels, tape paper, cardboard • Sort white and coloured foam into appropriate collection container at depot 	Labels, tape, paper and cardboard (recycle separately), or noodles, blue or pink foam construction insulation board, furniture foam (e.g. sofa cushions)

Eligible Community from Statement of Work Effective Date (Transition Date) to December 31, 2025		Applicable exceptions for an Eligible Community that collected the materials listed below prior to the Statement of Work Effective Date (Transition Date) and will continue to collect the materials listed below for such Eligible Community after the Statement of		
Material Category	Column #1	Column #2	Column #3	Column #4
	Material and Description	Do Not Include	Material and Description	Do Not Include
Plastic Packaging	Items in Column # 3 if accepted by an eligible community prior to transition	Items in Column # 4 if items in Column # 3 were accepted by an eligible community prior to transition	Other flexible plastic packaging: stand-up and zipper lock pouches Zipper lock pouches for frozen foods like berries, seafood, prepared foods; zipper lock bags for fresh foods like grapes, deli meats; stand-up pouches for baby food, hand soap refills; stand-up and zipper lock pouches for dried fruits, granola, sugar, oatmeal, grated cheese, etc. Paper lined plastic	Packaging labelled biodegradable or compostable

Eligible Community from Statement of Work Effective Date (Transition Date) to December 31, 2025		Applicable Exemptions for an Eligible Community that collected the materials listed below prior to the Statement of Work Effective Date (Transition Date) and will continue to collect the materials listed below for such Eligible Community after the Statement of		
Material Category	Column #1	Column #2	Column #3	Column #4
	Material and Description	Do Not Include	Material and Description	Do Not Include
Plastic Packaging	Items in Column # 3 if accepted by an eligible community prior to transition	Items in Column # 4 if items in Column # 3 were accepted by an eligible community prior to transition	Other flexible Plastic packaging: crinkly wrappers and bags Bags for potato chips, candy, dried pasta, cereal, etc.; wrappers for cheese slices, snack bars, instant noodles, etc.	Packaging labelled biodegradable or compostable plastic
	Items in Column # 3 if accepted by an eligible community prior to transition	Items in Column # 4 if items in Column # 3 were accepted by an eligible community prior to transition	Other flexible plastic packaging: flexible packaging with plastic seal Packaging for fresh pasta, pre-packaged deli meats, pre-packaged cheese, etc.	Packaging labelled biodegradable or compostable plastic

Eligible Community from Statement of Work Effective Date (Transition Date) to December 31, 2025		Applicable exceptions for an eligible community that collected the materials listed below prior to the Statement of Work Effective Date (Transition Date) and will continue to collect the materials listed below for such Eligible Community after the Statement of		
Material Category	Column #1	Column #2	Column #3	Column #4
	Material and Description	Do Not Include	Material and Description	Do Not Include
Plastic Packaging			Other flexible plastic packaging: woven and net plastic bags Net bags for avocados, onions, oranges, lemons, limes, etc.; woven plastic bags for rice, etc.	Packaging labelled biodegradable or compostable
Plastic Packaging	Items in Column # 3 if accepted by an eligible community prior to transition	Items in Column # 4 if items in Column # 3 were accepted by an eligible community prior to transition	Other flexible plastic packaging: food protective packaging Plastic squeeze tubes for condiments, etc.	Packaging labelled biodegradable or compostable plastic

Eligible Community from Statement of Work Effective Date (Transition Date) to December 31, 2025		Applicable Exceptions for an Eligible Community that collected the materials listed below prior to the Statement of Work Effective Date (Transition Date) and will continue to collect the materials listed below for such Eligible Community after the Statement of		
Material Category	Column #1	Column #2	Column #3	Column #4
	Material and Description	Do Not Include	Material and Description	Do Not Include
Plastic Packaging	Items in Column # 3 if accepted by an eligible community prior to transition	Items in Column # 4 if items in Column # 3 were accepted by an eligible community prior to transition	Other flexible plastic packaging: non-food protective packaging Padded protective plastic like plastic shipping envelopes, plastic air packets, bubble wrap, plastic squeeze tubes for cosmetics, toothpaste, over the counter medicines, etc.	Packaging labelled biodegradable or compostable plastic

EXHIBIT 8: SERVICE COMMENCEMENT DATES

The table included below lists the Statement of Work Eligible Community Service Commencement Date when services, forming the Work described by this Statement of Work, are to commence in each Eligible Community (e.g. Residence and Facility Collection Services will begin on date A in Eligible Community B).

No.	Statement of Work Eligible Community Service Commencement Date	Eligible Community
1.	A	B
2.		

EXHIBIT 98: COMPENSATION

1.1 For each Quartercalendar month during the SoW Term, the Contract Price for the Work performed under this Statement of Work in accordance with the requirements of the MSA shall be calculated as:

- (a) the Unit Price multiplied by the total number of Eligible Sources in Exhibit 2 at the start of the applicable Quartercalendar month (provided that the Unit Price shall be prorated for Eligible Sources that did not receive Collection Services for the entire Quartercalendar month). For clarity, the number of Eligible Sources listed in Exhibit 2 shall be used in the calculation of the Contract Price even if the number of Eligible Sources listed in Exhibit 2 is not the actual number of Eligible Sources at the start of the applicable Quartercalendar month; plus
- (b) for each ~~CMO Identified~~-New Eligible Source added during the applicable Quartercalendar month, the Unit Price prorated based on the number of Business Days during the Quartercalendar month after ~~CMO Identified New Eligible Source Effective Date for such CMO Identified~~the effective date of the Change Order that added the New Eligible Source; less
- (c) a charge for the Blue Box Material from Non-Eligible Sources, based on (1) the total tonnes of Blue Box Material collected in the applicable Quartercalendar month, according to records provided pursuant to Section 5.1**(b)** of Exhibit 1, divided by (2) the total number of Eligible Sources listed in Exhibit 2 plus the total number of Non-Eligible Sources listed in Exhibit 5 (both based on counts set out in the applicable exhibit at the start of the applicable Quartercalendar month), multiplied by (3) the total number of Non-Eligible Sources included in the count set out in Exhibit 5 at the start of the applicable Quartercalendar month plus any other Non-Eligible Sources that contributed to the total tonnes of Blue Box Material collected in the applicable Quartercalendar month, multiplied by (4) the Non-Eligible Source Blue Box Material Tonne Price.

For the purposes of this Statement of Work, “Unit Price” means ● **[NTD: Set out applicable Unit Price.]** and “Non-Eligible Source Blue Box Material Tonne Price” means ● **[NTD: Set out applicable price.]**

1.2 Fuel Price Adjustment

- (a) Diesel Fuel
 - (i) ~~Subject to Section 1.2a)ii of this Exhibit 9, if~~ the Contractor utilizes diesel fueled Collection Vehicles for the performance of Collection Services, for the first Quartercalendar month immediately following the first anniversary of the Statement of Work Effective Date and for each subsequent Quartercalendar month in which diesel fueled Collection Vehicles are used for the performance of Collection Services, then:
 - A. the Unit Price shall be adjusted to account for changes in the cost of diesel fuel. ~~If there is an adjustment, the quarterly~~The diesel fuel price adjustment shall be (1) twenty percent (20%) of the Unit Price for the prior Quartercalendar month multiplied by (2) the percent change in the Southern Ontario Diesel Price published in the table of Fuel Prices located at <https://data.ontario.ca/dataset/fuels-price-survey-information>~~www.ontario.ca/page/motor-fuel-prices~~ (“Diesel Fuel Index”) over the ~~previous three (3) prior calendar months~~month (“Percent Change for

Diesel”) multiplied by (3) the prorata amount of diesel fuel (measured in litres) used in the Eligible Communities for the Quartercalendar month for the Collection Vehicles. The diesel fuel price adjustment amount will be added to or subtracted from the Unit Price; and

- B. the Non-Eligible Source Blue Box Material Tonne Price shall be adjusted to account for changes in the cost of diesel fuel. ~~If there is an adjustment, the quarterly~~The diesel fuel price adjustment shall be (1) twenty percent (20%) of the Non-Eligible Source Blue Box Material Tonne Price for the prior Quartercalendar month multiplied by (2) the Percent Change for Diesel multiplied by (3) the prorata amount of diesel fuel (measured in litres) used in the Eligible Communities for the Quartercalendar month for the Collection Vehicles. The diesel fuel price adjustment amount will be added to or subtracted from the Non-Eligible Source Blue Box Material Tonne Price.

~~(ii) — When the difference between the Diesel Fuel Index for the current Quarter and the prior Quarter is equal to or less than \$0.05/litre, there will be no payment adjustments for the current Quarter for diesel fuel.~~

~~(iii)(ii) — If the difference between the Diesel Fuel Index price for the current Quarter and the prior Quarter is more than \$0.05/litre, an~~ An example of the payment adjustment calculation is shown below:

- A. Diesel Fuel Price Adjustment = Unit Price for the prior Quartercalendar month x 0.20 x (Percent Change for Diesel) x prorata amount of diesel fuel (measured in litres) used in the Eligible Communities for the Quartercalendar month for the Collection Vehicles
- B. Diesel Fuel Price Adjustment = Non-Eligible Source Blue Box Material Tonne Price for the prior Quartercalendar month x 0.20 x (Percent Change for Diesel) x prorata amount of diesel fuel (measured in litres) used in the Eligible Communities for the Quartercalendar month for the Collection Vehicles

(b) Natural Gas

(i) ~~Subject to Section 1.2b)ii of this Exhibit 9, if~~ If the Contractor utilizes compressed natural gas fueled Collection Vehicles for the performance of Collection Services, for the first Quartercalendar month immediately following the first anniversary of the Statement of Work Effective Date and for each subsequent Quartercalendar month in which natural gas fueled Collection Vehicles are used for the performance of Collection Services, then:

- A. the Unit Price shall be adjusted to account for changes in the cost of natural gas. ~~If there is an adjustment, the quarterly~~The natural gas price adjustment shall be (1) twenty percent (20%) of the Unit Price for the prior Quartercalendar month multiplied by (2) the percent change in the Ontario Compressed Natural Gas Price published in the table of Fuel Prices located at <https://data.ontario.ca/dataset/fuels-price-survey-information>~~www.ontario.ca/page/motor-fuel-prices~~ (“Natural Gas Index”) over the ~~previous three (3) prior calendar months~~month (“Percent Change for Natural Gas”) multiplied by (3) the prorata amount of natural gas (measured in litres) used in the Eligible Communities for the Quartercalendar month for

the Collection Vehicles. The natural gas price adjustment amount will be added to or subtracted from the Unit Price; and

- B. the Non-Eligible Source Blue Box Material Tonne Price shall be adjusted to account for changes in the cost of natural gas. ~~If there is an adjustment, the quarterly~~The natural gas price adjustment shall be (1) twenty percent (20%) of the Non-Eligible Source Blue Box Material Tonne Price for the prior ~~Quarter~~calendar month multiplied by (2) the Percent Change for Natural Gas multiplied by (3) the prorata amount of natural gas ~~(measured in litres)~~ used in the Eligible Communities for the ~~Quarter~~calendar month for the Collection Vehicles. The natural gas price adjustment amount will be added to or subtracted from the Non-Eligible Source Blue Box Material Tonne Price.

~~(ii)~~ ~~When the difference between the Natural Gas Index for the current Quarter and the prior Quarter is equal to or less than \$0.02/litre, there will be no payment adjustments for the current Quarter for natural gas.~~

~~(iii)(ii)~~ ~~If the difference between the Natural Gas Index price for the current Quarter and the prior Quarter is more than \$0.02/litre, an~~ example of the payment adjustment calculation is shown below:

- A. Natural Gas Price Adjustment = Unit Price for the prior ~~Quarter~~calendar month x 0.20 x (Percent Change for Natural Gas) x prorata amount of natural gas ~~(measured in litres)~~ used in the Eligible Communities for the ~~Quarter~~calendar month for the Collection Vehicles
- B. Natural Gas Price Adjustment = Non-Eligible Source Blue Box Material Tonne Price for the prior ~~Quarter~~calendar month x 0.20 x (Percent Change for Natural Gas) x prorata amount of natural gas ~~(measured in litres)~~ used in the Eligible Communities for the ~~Quarter~~calendar month for the Collection Vehicles

1.3 Consumer Price Index Price Adjustment

- (a) For the first ~~Quarter~~calendar month immediately following the first ~~annual~~ anniversary of the Statement of Work Effective Date and for each subsequent ~~annual~~ anniversary ~~following such first Quarter~~:
 - (i) the Unit Price shall be adjusted to account for changes in the Consumer Price Index and the adjustment shall be equal to eighty percent (80%) of the Unit Price for the prior ~~Quarter~~calendar month (“Prior Calendar Month”), multiplied by the CPI Change. The Consumer Price Index price adjustment amount will be added to or subtracted from the Unit Price; and
 - (ii) the Non-Eligible Source Blue Box Material Tonne Price shall be adjusted to account for changes in the Consumer Price Index and the adjustment shall be equal to eighty percent (80%) of the Non-Eligible Source Blue Box Material Tonne Price for the ~~prior Quarter~~Prior Calendar Month, multiplied by the CPI Change. The Consumer Price Index price adjustment amount will be added to or subtracted from the Non-Eligible Source Blue Box Material Tonne Price.
- (b) An example is shown below:

- (i) Consumer Price Index Price Adjustment = Unit Price for the ~~prior Quarter~~Prior Calendar Month x 0.80 x (CPI Change)
 - (ii) Consumer Price Index Price Adjustment = Non-Eligible Source Blue Box Material Tonne Price for the ~~prior Quarter~~Prior Calendar Month x 0.80 x (CPI Change)
- (c) For the purposes of this Section 1.3, CPI Change means (1) the average of the values for each of the prior twelve (12) calendar months for the Consumer Price Index, monthly, not seasonally adjusted – Ontario (Table 18-10-0004-01)(Formerly CANSIM 326-0020) (<https://www150.statcan.gc.ca/t1/tb11/en/tv.action?pid=1810000401>), up to and including the ~~last month in the prior Quarter~~Prior Calendar Month divided by (2) the average of the values for each of the prior twelve (12) calendar months for the Consumer Price Index, monthly, not seasonally adjusted – Ontario (Table 18-10-0004-01), up to and including the ~~last~~calendar month ~~of the same Quarter in the one (1) year prior year~~to the Prior Calendar Month. The Consumer Price Index table used to determine the CPI Change shall be subject to revision as agreed by the Parties in the case Statistics Canada materially changes such index or discontinues or replaces it.

**EXHIBIT 10: SAMPLE 9: AUTOMATED VEHICLE LOCATOR LOCATION SYSTEM
MINIMUM SPECIFICATIONS FOR COLLECTION VEHICLES CURRENTLY EQUIPPED
WITH GPS/AVL HARDWARE**

1.0 General GPS/AVL Hardware Requirements

1.1 ~~The Where Collection Vehicles are currently equipped with GPS-AVL hardware, the Contractor shall equip all ensure the GPS-AVL hardware and software in~~ Collection Vehicles, spare Collection Vehicles and on-road supervisor vehicles ~~with functioning GPS-AVL hardware and software are functional and maintained,~~ with manuals necessary to operate the system, at the Contractor's expense.

1.2 The Contractor's system shall provide, at all times, unrestricted and direct access by CMO staff via the internet, including the ability to produce reports on demand in a form acceptable to CMO.

1.3 The Contractor shall retain ownership of the GPS-AVL system throughout the term of the MSA. All maintenance, installations and removals are the responsibility of the Contractor.

1.4 The Contractor shall manage telecommunications agreements/contracts. Service and data transmission costs are the responsibility of the Contractor.

1.5 The Contractor shall utilize the GPS-AVL system for quality control to ensure delivery of the Work.

1.6 The Contractor shall ensure the GPS-AVL system and associated web-based application are operating to the satisfaction of CMO a minimum of one (1) month before the earliest Statement of Work Eligible Community Service Commencement Date. The GPS-AVL system and associated web-based application shall be tested, on a minimum of one (1) Collection Vehicle, one (1) month prior to the earliest Statement of Work Eligible Community Service Commencement Date to confirm operation to the satisfaction of CMO.

2.0 GPS-AVL Software Requirements

2.1 The Contractor shall provide CMO with a secure web-based application to view location and event data. The Contractor shall provide CMO with access to test the application two (2) months prior to the earliest Statement of Work Eligible Community Service Commencement Date.

2.2 The GPS-AVL data system must automatically collect the time and location of every identified event and all Collection Vehicle activities from ignition-on to ignition-off. Each event must be time stamped, recorded by the system and provided to CMO and shall include, but not be limited to:

- a) Collection Vehicle ignition time on and off;
- b) Collection Vehicle arrival time at and vehicle departure time from the Contractor's facility and RF;
- c) Unloading of each compartment at the RF;
- d) Time spent at the RF;
- e) For front-end Collection Vehicles, time of arrival at, time of containerized lift and time of departure from each Eligible Source location;
- f) Time of each compaction cycle made;
- g) Time of arrival at and departure from the Collection Vehicle storage location;
- h) Time spent on route;
- i) Speed and direction of Collection Vehicle;
- j) Idle times;
- k) Time of stops; and
- l) Time of Collection Vehicle breakdown and towing time.

2.3 Location data is to be collected in 15 second intervals. Location data must be in a format (i.e. UTM coordinates or address) acceptable to CMO.

2.4 CMO reserves the right to modify the events on which data must be collected.

2.5 The Contractor shall guarantee complete back up of all GPS-AVL data collected during the SoW Term with the ability to recover data lost due to system failures. Recovered data shall be available in the system within five (5) days of system failure or data restore request.

3.0 GPS-AVL Maintenance Requirements

3.1 The Contractor shall ensure that the GPS-AVL system is functioning promptly and shall promptly report all equipment malfunctions and damage to the equipment to CMO but in any event not later than eight (8) hours from the time of malfunction or damage.

3.2 The Contractor shall provide seven (7) calendar days' notice to CMO of any scheduled hardware or software activities, such as but not limited to maintenance and upgrades, that may interrupt availability of the GPS-AVL system. Maintenance shall be scheduled outside normal working hours to deliver the Work.

3.3 Should the GPS-AVL system require emergency maintenance, the Contractor shall provide CMO with written notice including a detailed explanation of the issue, mitigation, validation and expected downtime a minimum of four (4) hours prior to the maintenance.

3.4 The Contractor shall repair any GPS-AVL system hardware or software problems within three (3) Business Days. CMO may require the Contractor to replace a Collection Vehicle whose GPS-AVL is malfunctioning with a spare Collection Vehicle with a functioning GPS-AVL system until such time as the GPS-AVL system on the Collection Vehicle removed from service is repaired and fully functional.

3.5 The Contractor shall make hardware and software updates and upgrades as they become available at the Contractor's expense.

3.6 The Contractor shall not remove a GPS-AVL system from a Collection Vehicle or deactivate a GPS-AVL system in a Collection Vehicle. The Contractor shall not utilize a Collection Vehicle that is not equipped with an activated and fully functional GPS-AVL system meeting the requirements of the Statement of Work.

4.0 GPS-AVL System and Web-Based Application Requirements

4.1 The Contractor shall provide a mobile-friendly web-based application that satisfies the functionality set out in this Exhibit. The mobile-friendly application must incorporate at a minimum functionality related to location of vehicles (in proximity and by specific vehicle ID) and the option to receive driving directions to a separate vehicle from the current position.

4.2 The Contractor shall provide a native mobile application that is a separate application for the secure mobile-friendly web-based application.

5.0 GPS-AVL Data Storage and Access Requirements

5.1 Event and location data must be stored and accessible in the web application for the SoW Term. The Contractor shall provide event and location data to CMO for storage on CMO's system in an agreed upon file format.

5.2 The GPS-AVL system must have the ability to store event and location data when the communication network is unavailable such that the stored data can be sent once the network is available.

5.3 CMO reserves the right to request an electronic transfer of the database or a subset of the database in a SQL Server 2016 compatible format, based on a query of the data, at any time. The Contractor shall provide the data within forty-eight (48) hours of the request.

5.4 The GPS-AVL system must automatically log all events with vehicle identification, time stamp, location and specified driver inputs, in a format readily suitable for importing to a common database program.

6.0 System Requirements

6.1 Infrastructure

6.1.1 The Contractor shall provide CMO with secure web-based access to all GPS-AVL data through a standard web browser. The application must be compatible with Google Chrome, Internet Explorer or upgraded versions as identified by CMO during the Term of the Statement of Work.

6.1.2 The Contractor shall provide access with a 24-hour response time from a request for access by CMO.

6.1.3 CMO will identify the specific role assigned to each end user provided with access by the Contractor.

6.1.4 The Contractor shall provide a web-based application 24/7 with 99.95% guaranteed availability.

6.2 Cloud Infrastructure

6.2.1 The Contractor shall establish a system backup and restoration protocol acceptable to CMO.

6.2.2 The GPS-AVL system data shall be stored in Canada.

6.3 Security

6.3.1 The Contractor shall utilize an Intrusion Detection System (IDS) or Intrusion Prevention System (IPS) or firewall equivalent meeting CMO's approval.

6.3.2 The Contractor shall have Antivirus/Antimalware detection in place and active on the GPS-AVL system.

6.3.3 The Contractor shall implement security controls to detect, block, monitor and mitigate security threats that may compromise the system including but not limited to:

- a) unauthorized access;
- b) disabling/bypassing security controls;
- c) denial-of-service attacks; and
- d) other malicious acts that may impact the data confidentiality and/or integrity.

6.3.4 The Contractor shall ensure that each operating system, network and application is hardened to provide only ports, protocols, and services necessary for the Work.

6.3.5 The Contractor shall prepare a vulnerability management and mitigation plan for CMO's approval.

6.3.6 The Contractor shall ensure that any hardware to be discarded is securely wiped and all data digitally destroyed using a DOD 2-pass methodology for erasing content. The Contractor shall provide a certificate of destruction to CMO.

6.3.7 The Contractor shall implement semi-annual network and application penetration tests (authenticated and unauthenticated) on all layers of the GPS-AVL system using industry best practices protocol and guidance. The Contractor shall provide the test results to CMO.

6.4 Encryption

6.4.1 The Contractor shall ensure the GPS-AVL system protects sensitive information, including but not limited to passwords, database storage and backup media, using a strong encryption/ hashing algorithm.

6.4.2 The Contractor shall ensure the GPS-AVL system encrypts sensitive data transmitted into and out of the system utilizing Secure File Transfer Protocol.

6.4.3 The Contractor shall provide a GPS-AVL web-based application with SSL/TLS security for end user access that adheres to TLS 1.2 or greater, at a minimum.

6.5 System Performance

6.5.1 The Contractor shall ensure the GPS-AVL web-based application meets the following system performance:

- a) Mapping response time of less than five (5) seconds for initial map load;
- b) Mapping response time of less than two (2) seconds for any map display movement such as pan or zoom;
- c) Map data query response of less than five (5) seconds for retrieving and displaying data as a result of map interactions;
- d) Report initial load of less than five (5) seconds;
- e) Data query response of less than five (5) seconds; and
- f) Identification and display of selected vehicles of less than five (5) seconds.

6.6 Application Functionality

6.6.1 The Contractor shall ensure the GPS-AVL web-based application has the following functionality:

- a) The base map on the web-based application must include the Contractor's route boundaries and the collection container locations applicable to this Statement of Work (e.g. Eligible Source collection container locations or Public Space Collection Containers);
- b) Base layers must be undated on a yearly basis at a minimum;
- c) The vehicle GPS/AVL screen must display maps for viewing and interacting;
- d) The end user map display must be modifiable by adding or subtracting any number of landmark icons on the display by turning layers on and off;
- e) The end user must be able to independently assign labels and add or remove Collection Vehicles from the display; and
- f) The end user must be able to dynamically and statically change Collection Vehicle, Collection Vehicle route and collection category symbology type, colour and size.

6.6.2 The Contractor shall ensure the GPS-AVL web-based application interface allows the end user to navigate the application via a map interface with menus and a tool tip that appears when the user's cursor hovers over a GPS point showing: vehicle (name); date/time; speed; heading; and current position (address).

6.6.3 The Contractor shall ensure the GPS-AVL web-based application interface allows the end user to filter for one or more individual vehicles including:

- a) ID number;
- b) Driver's name;
- c) Route(s);
- d) Collection category;
- e) Area served;
- f) Specific material stream(s) which, if specific to a Collection Vehicle, shall be accurate on a daily basis; and
- g) Eligible Community, Eligible Communities or Collection Catchment(s).

6.6.4 The Contractor shall ensure the GPS-AVL web-based application interface allows the end user to:

- a) Select or deselect all Collection Vehicles, routes, specific material stream(s), driver's name;
- b) Select a Collection Vehicle via map and form;
- c) Select the closest Collection Vehicle to an address;
- d) Locate the closest Collection Vehicle to a location on any date through any of the following methods:
 - i) Visual analysis (i.e. the user can look at all of the current Collection Vehicle locations to visually determine the closest);
 - ii) Address or intersection query (i.e. an address is entered and the closest Collection Vehicle to that location on a specific date is returned); and
 - iii) User-specialist spatial location (i.e. the user clicks on the map and the closest Collection Vehicle to that location is returned).

6.6.5 The Contractor shall ensure the GPS-AVL web-based application interface allows the end user to:

- a) Zoom to a selected Collection Vehicle;
- b) Search for a specific Collection Vehicle by Collection Vehicle number, route, collection category, GPS unit, material stream(s), driver's name;
- c) Identify the nearest Collection Vehicle(s) to a selected address, customer, map location or latitude/longitude location including specifying date and time range and buffer zone (distance around location);
- d) Identify and map an address or intersection;
- e) Identify and map one or more routes or collection categories; and
- f) Identify and map Collection Vehicles associated with routes and collection categories.

6.6.6 The Contractor shall ensure the GPS-AVL web-based application interface allows the end user to:

- a) Display selected and/or all Collection Vehicle position and movement with unique onscreen identifier;
- b) Refresh Collection Vehicle position at a minimum every fifteen (15) seconds;
- c) Display the collection category for all assigned Collection Vehicles;
- d) Display Collection Vehicle location co-ordinates expressed in Latitude/Longitude using degrees, minutes and seconds;
- e) Display all Collection Vehicle information collected by GPS;
- f) Display the condition and last reported time of on-board sensors (i.e. for compaction cycles and unloading of specific material compartments) and graphically display sensor status;
- g) Indicate the direction of travel of each displayed Collection Vehicle;
- h) Provide Collection Vehicle location by street address and GPS co-ordinates; and
- i) Monitor both current position and route progress (tracking) as part of mapping functionality.

6.6.7 The Contractor shall ensure the GPS-AVL web-based application interface allows the end user to:

- a) Playback selected date and time rate for a Collection Vehicle and collection category for the SoW Term;
- b) View a history of a Collection Vehicle's location and events based on criteria such as time and date ranges;
- c) Display a selected Collection Vehicle's position history with an arrow icon and the Collection Vehicle's events (e.g. ignition on/off, movement starts/stops) with appropriate symbols;

- d) Select a day of the week, a route and date range, and access the playback of all Collection Vehicles used for collection within the defined parameters;
- e) View a Collection Vehicle's compaction cycle data based on end user criteria including time and date ranges on a map playback that includes date and predefined symbology representing the compaction cycle;
- f) View the time that a user-specified address was serviced and the Collection Vehicle that serviced the address;
- g) Print an end-user defined view of the current map display; and
- h) Print a standard print display.

6.6.8 The Contractor shall ensure the GPS-AVL web-based application interface allows the end user to:

- a) Export the end user view of the current map display in PDF; and
- b) Export the end user view of the current map display in an Esri supported format approved by CMO.

6.6.9 The Contractor shall ensure the GPS-AVL web-based application interface allows the end user to:

- a) Send system-generated standard and custom SMS text to identified end users;
- b) Send system-generated emails to identified end users; and
- c) Send automated notification of GPS-AVL units that are not communicating properly or that are experiencing issues via SMS text and emails to identified end users.

6.6.10 The Contractor shall ensure the GPS-AVL web-based application:

- a) Records the speed traveled by the Collection Vehicles;
- b) Records distances traveled by Collection Vehicles on any given day and total distances since the Collection Vehicle became operational; and
- c) Records all Collection Vehicles GPS/AVL data at fifteen (15) second intervals.

6.7 Data Extracts

6.7.1 The Contractor shall provide, within forty-eight (48) hours of a request from CMO, a whole and/or partial data extract from the application database.

6.7.2 The Contractor shall provide all data extract files via Secure File Transfer Protocol (SFTP) to CMO using the file path and server credentials provided by CMO.

6.7.3 The Contractor shall provide CMO, via SFTP, a full database backup in SQL Server version 16.x format with a data schema at the end of each calendar year through the Term of the Statement of Work.

6.8 Training Requirements

6.8.1 The Contractor shall provide training in accordance with a training plan to be submitted to CMO for approval.

6.8.2 The Contractor shall provide professional demonstration and training session(s) on the features, functionality, workflow of the web-based application, as set out in the approved training plan, to the identified end users. The demonstration and training session(s) will be conducted at times and locations acceptable to CMO not later than sixty (60) days prior to the Statement of Work Effective Date.

6.8.3 The Contractor shall provide, as part of the training, printed and searchable electronic format training manuals for the web-based application. The Contractor shall prepare self-paced training on its web-based application that can be used on demand.

6.8.4 The Contractor shall provide, at the Contractor's cost, refresher training and training for newly employed staff at CMO's request within two (2) weeks of the request.

6.9 Testing and Evaluation

6.9.1 The Contractor's web-based application shall be evaluated for a two (2) week period to confirm it meets CMO's requirements and capabilities.

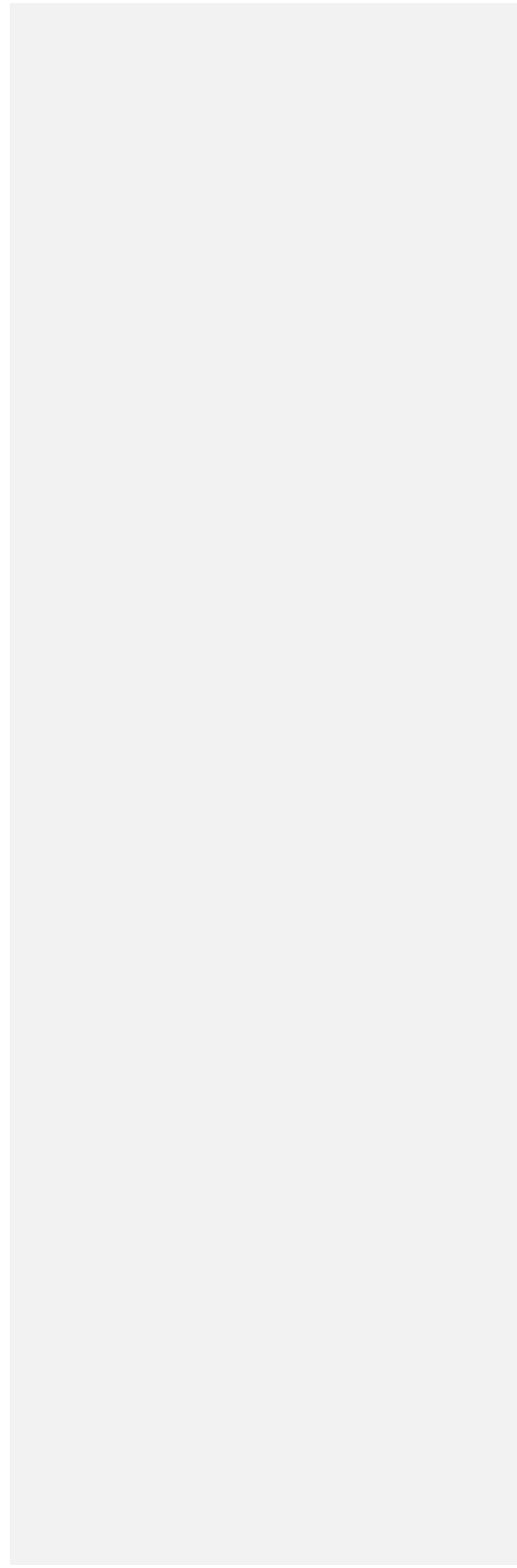


EXHIBIT 11: FORM OF RECORD OF INQUIRIES, COMPLAINTS AND COMPLAINT RESOLUTIONS

No.	Eligible Community	Date and Time of Inquiry or Complaint	Contact Medium (e.g., call, email, live-chat)	Contractor Employee Logging Inquiry or Complaint		Person Making Inquiry or Complaint			Description of Inquiry or Complaint	Description of Resolution
				Name	Title	Name	Address	Contact Information		