



REQUEST FOR PROPOSALS

WOOD PELLET ASSOCIATION OF CANADA

Expanding Export Markets Program (2016/17)

Issue Date:	July 20, 2016
Closing Date and Time:	August 10, 2016, 5:00 PM Pacific Time
Send Responses to:	Wood Pellet Association of Canada Att: Gordon Murray, Executive Director Box 2989, 1877 Upper McKinnon Road Revelstoke, BC, Canada, V0E 2S0
Direct Questions to:	Gordon Murray, Email: gord@pellet.org

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1. INTRODUCTION

1.1 Preamble

Proponents are invited to submit Proposals for the WPAC Expanding Export Markets Program (2016/17) according to the specifications set out in this RFP.

Proponents are advised to pay careful attention to the wording used throughout this RFP. Failure to satisfy any term or condition of this RFP may result in a rejected Proposal.

Proponents who meet the mandatory criteria will be evaluated based upon the desired criteria in this RFP. Details of the desirable criteria are set forth in Section 4.7 below. Proponents should include evidence to support each of the desirable criteria in their Proposals.

The WPAC reserves the right to update, change or modify this RFP (including the scope of Services described in this RFP) at any time, and notice of any such amendments shall be posted to BC Bid as an "Update" to this RFP. Further, WPAC reserves the right to cancel this RFP at any time without notice and without liability to WPAC. For further details, see Section 5.6 below.

WPAC does not represent that any Contract will be issued pursuant to this RFP, nor does this RFP obligate WPAC in any way to award a Contract to any Proponent that tenders a Proposal. For more information, see Section 5.1 below.

1.2 RFP Schedule

The Table below outlines the anticipated schedule and timing for this RFP. The timing and sequence of events resulting from this RFP may vary and shall ultimately be determined by WPAC.

Event	Anticipated Date
RFP Issue Date	July 20, 2016
Closing Date and Time	August 10, 2016, 5:00 PM Pacific Time
Evaluation of Proposals	August 15, 2016
Proponents advised of results	August 16, 2016

1.3 Defined Terms

When used in this RFP the following terms will have the meanings given to them below. Any terms defined elsewhere in this RFP will have the meanings so given to them.

"Contract" means the written agreement resulting from this RFP executed by WPAC, and a successful Proponent.

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“Designated Employee” means the employee who is assigned by the Proponent to complete the work under this RFP.

“Evaluation Criteria” means the criteria described in Section 4.6 and 4.7 below.

“Evaluation Team” means the committee established by WPAC to evaluate Proposals under this RFP.

“WPAC” means Wood Pellet Association of Canada.

“must”, or “mandatory” means a requirement that has to be met in order for a Proposal to receive consideration under this RFP, as described in Sections 3.1, 3.5 and 4.6 below, unless specifically stated otherwise in this RFP.

“Pacific Time” means Pacific Standard Time or Pacific Daylight time as provided for in the Daylight Savings Time Act of British Columbia.

“Proponent” means an individual, partnership, firm or company that submits, or intends to submit, a Proposal in response to this RFP.

“Proposal” means a formal response submitted by a Proponent to this RFP and is the statement of information that substantially complies with the form and content requirements of this RFP.

“Proposal Time” means the time and date indicated as such under Section 1.2, being the time and date after which the evaluation of Proposals will take place by the Evaluation Team.

“RFP” means this document and any Schedules or Appendices attached to this document, as they may be amended by WPAC.

“Services” means the functions, duties, tasks and responsibilities to be provided by the Proponent as described in the Contract awarded to a Proponent.

“should” or “desirable” means a requirement having a significant degree of importance to the objectives of the RFP, and will be taken into account in the evaluation of the Proposal.

2. PROJECT INFORMATION

2.1 Wood Pellet Association of Canada

WPAC is the trade association for Canada's wood pellet industry. Members include Canadian wood pellet producers, ports, terminals, stevedoring companies, ocean shippers, railroads, equipment manufacturers, traders, consultants, and other industry suppliers.

WPAC's purposes are:

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- to promote the general business interest of persons, firms, and corporations in the biomass fuel pellet industry located primarily in Canada;
- to disseminate pertinent information related to the production, transportation, and marketing of biomass fuel pellets;
- to cooperate with governmental and private agencies and organizations working for the betterment and development of the renewable energy industry;
- to act as advocate for its members in the pursuit of making biomass fibre available to its members;
- to collect and disseminate information pertinent to the business of its members;
- to assist in the promulgation of trade rules, practices, and customs for those engaged therein;
- to encourage and promote the sale of biomass fuel pellets;
- to encourage investment of public and private funds in research that has reasonable expectation to result in improvements in production and transportation efficiency; safety, and quality of biomass fuel pellets;
- to assist in the facilitation and dissemination of safety information between its members and regulatory authorities and between its members; and
- in general, to encourage all activities for the benefit of its members and the public at large that are permitted by law and that are properly within the scope of a trade association.

2.2 Services/Project Description

Forestry Innovation Investment Ltd. (“FII”) and Natural Resources Canada (“NRCAN”) each administer funding programs to support trade associations in developing international markets for forest products – including wood pellets. In December 2015, in response to a call for proposals, WPAC submitted applications to FII and NRCAN to support the following activities:

- Represent the Wood Pellet Association of Canada on ISO Technical Committee 238 as a member of five working groups: (1) terminology, (2) fuel specifications and classes, (4) physical and mechanical test methods, (5) chemical test methods, and (6) sampling and sample preparation. This will include acting as chair of working group 4. Develop ISO standards for wood pellets in cooperation with 24 countries.
- Test samples of wood pellets made from multiple species and sourced from multiple Canadian locations to quantify the phytosanitary risk, and to determine the microbial source of malodorous smell in handling facilities and to devise mitigating measures to prevent such odours.

Therefore, WPAC is seeking a contractor to provide one Designated Employee to provide the following services:

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1. Chair and participate on the ISO committee that is preparing physical and chemical testing standards for wood pellets. The testing standards are vital to ensure that all laboratories perform tests in the same way because the settlement of commercial contracts depends on the test results. Matters are further complicated since a cargo may be traded several times before it reaches its final destination. This project is in its second year. Although the work is vital, progress is slow and painstaking because 24 countries are involved, all with their own opinions. Work will consist of reviewing proposed amendments to standards received from the participating countries. This consists of very detailed work involving harmonization of received amendments and drafting of final text for ratification.
2. Test samples of wood pellets made from multiple species and sourced from multiple Canadian locations to quantify the phytosanitary risk. Prepare scientific report. Determine the microbial source of malodorous smell in pellet export handling facilities and devise mitigating measures to prevent such odours.

3. PROPOSAL INSTRUCTIONS

3.1 Proposal Time and Location

Proposals are to be received by WPAC at the address below by the Proposal Time. Proposals received after the Proposal Time will not be assessed.

Proposals **must** be delivered to WPAC by hand, courier, or mail no later than August 10, 2016, 5:00 PM Pacific Time (Proposal Time). Proposals that are emailed or faxed, in whole or part, will not be accepted.

One (1) un-bound paper copy and one (1) electronic copy in Microsoft Word or Adobe Acrobat in CD of the Proposal **must** be delivered to WPAC in a package clearly marked with the RFP's title, and Proposal Time addressed as follows:

Wood Pellet Association of Canada
Box 2989, 1877 Upper McKinnon Road
Revelstoke, British Columbia
VOE 2S0 Canada

Attention: Gordon Murray, Executive Director

3.2 Late Proposals

Proposals will be marked with their receipt time at the closing location described in Section 3.1 above. Late proposals will not be accepted and will be returned to the Proponent. In the event of a dispute, the Proposal receipt time as recorded at the closing location will prevail, whether accurate or not.

3.3 Changes to Proposals

By submission of a clear and detailed written notice, a Proponent may amend or withdraw its Proposal prior to the Proposal Time. A Proponent cannot change the wording of its Proposal after the Proposal Time, and no words or comments will be added to the Proposal after the Proposal Time unless requested by WPAC for purposes of clarification, or to correct minor defects pursuant to Section 3.4 below.

3.4 Correction of Minor Defects

WPAC reserves the right, in its sole discretion, to correct minor defects in the Proposals.

3.5 Mandatory Requirements

Each Proposal must comply with the following mandatory requirements to be considered by the Evaluation Team in respect of the Evaluation Criteria.

3.6 Signed Proposals

The Proposal **must** be signed by a person authorized to sign on behalf of the Proponent and to bind the Proponent to the terms of this RFP and any statements made in response to this RFP.

3.7 Proposal Format

Written Proposals should be organized in the following format and sequence listed below:

- Proposal Letter (see Section 3.8 below)
- Table of Contents
- Vendor Profile (see Section 4.2 below)
- RFP Requirements (see Sections 4.3 to 4.10 below)
- Appendices

3.8 Proposal Letter

The Proposal Letter in Appendix B of this Request, or a similar representation of the same information, **must** be completed, signed by an authorized representative of the Proponent, and included in the Proposal.

3.9 Enquiries

All enquiries regarding this RFP **must** be directed to WPAC in writing. No verbal enquiries will be accepted. WPAC reserves the right to not respond to enquiries and to communicate the enquiry and the answer to all Proponents. WPAC is not responsible for any error that could occur from Proposal or communication of an enquiry by a Proponent.

3.10 Evaluation Team

The evaluation of Proposals will be undertaken by the Evaluation Team. The Evaluation Team may include employees, board members, and contractors of WPAC. The Evaluation Team may consult with such technical advisors, including financial, legal, operating, marketing and other experts, as the Evaluation Team may, in its discretion, determine necessary in the course of evaluating the Proposals.

3.11 Evaluation

The Evaluation Team will check Proposals against the mandatory requirements in Section 4.6. Proposals that do not meet the mandatory requirements and the mandatory criteria will be rejected without further consideration. Proposals that do meet the mandatory requirements and the mandatory criteria will also be evaluated against the desirable criteria.

4. PROPOSAL CONTENT

4.1 General Information

The requirements described with a “**must**” in this RFP are required to be provided in the Proposal. Failure to provide a response to a mandatory requirement(s) will result in a rejection of the Proposal. It is recommended that Proposals also respond to “should” requirements in this RFP. The Proposal response to all mandatory and desirable requirements in this RFP will be considered by the Evaluation Team.

4.2 Vendor Profile

The Proposal should include the following:

- the full legal name of the Proponent;
- a description of the Proponent’s type of business (sole proprietorship, partnership, corporation, etc); and
- the name of the Designated Employee who will be completing the work.

4.3 Resource Requirements

For each resource proposed in a Proposal, the Proponent must include:

- a resume detailing the Designated Employee’s education and experience; and
- at least three (3) business related references.

4.4 Contract Provisions

Proponents providing a Submission **must** clearly indicate the Proponent’s willingness to enter into the Contract attached to this RFQ as Appendix A.

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If the Contract provisions are amended by WPAC during the term of this RFP, notice of such amendments shall be posted to BC Bid as an “Update” to this RFP. Proponents are responsible for monitoring BC Bid for any such updates.

4.5 Financial/Pricing

The Proposal **must** clearly itemize a fixed fee that will be paid in equal monthly installments for the period August 17, 2016 to March 31, 2017 by name and role and include an estimate of third party expenses.

Prices quoted shall be in Canadian dollars and exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST).

4.6 Mandatory Evaluation Criteria

The following are mandatory evaluation criteria for all Proposals. Proposals should describe the Proponents experience regarding the following mandatory evaluation criteria. Proposals that do not clearly demonstrate that they meet the mandatory evaluation criteria will receive no further consideration during the evaluation process.

Mandatory Evaluation Criteria
Proposals must be delivered to WPAC by hand, courier, or mail no later than August 16, 2016, 5:00 PM Pacific Time (see Section 3.1 above).
One (1) un-bound paper copy and one (1) electronic copy in Microsoft Word or Adobe Acrobat in CD must be delivered to WPAC in a package clearly marked in accordance with Section 3.1 above.
The Proposal Letter in Appendix B of this Request, or a similar representation of the same information, must be completed, signed by an authorized representative of the Proponent, and included in the Proposal (see Section 3.8 above).
The Proposal must identify resources by name and role, and include pricing information for each (see Section 4.5 above).

4.7 Desirable Evaluation Criteria

Responses meeting the mandatory evaluation criteria will be further assessed against the following desirable evaluation criteria. Proposals should describe the Proponents experience regarding the following desirable evaluation criteria. Responses not achieving a passing percentage/weighted score of 60% in one or more criteria will receive no further consideration during the qualifications review.

Desirable Evaluation Criteria	Weighting out of 100 points
Designated Employee has university level education in science or engineering	5
Experience acting as a chair of an ISO technical committee and in drafting physical and chemical biomass standards	35
Experience and knowledge in solving industrial phytosanitary issues related to wood	35
Fixed fee and estimate of expenses to complete work specified in Section 2.2 of this RFP.	25

The Evaluation Team may contact the references provided by the Proponent, or other references without prior notice to the Proponent. Where in the opinion of WPAC, a Proponent's resource receives an unsatisfactory reference; WPAC reserves the right to reject the Proposal.

4.8 Consortiums

No consortiums will be accepted.

4.9 Subcontractors

No subcontractors will be accepted.

4.10 Conflict of Interest

In their Proposals, Proponents should indicate any real or potential conflict of interest of which they are aware regarding performing work under this RFP.

WPAC may reject a Proposal if, in the opinion of WPAC, the Proponent or its Proposal would create a conflict of interest in connection with the Services requested under this RFP.

4.11 Proposal Acceptance/Rejection

WPAC is not required to accept the lowest cost Proposal and may reject any or all Proposals.

5. RFP TERMS AND CONDITIONS

5.1 No Contract

This RFP should not be construed as an agreement by WPAC to purchase goods or services. This RFP does not constitute an offer to enter into a Contract and no Contract of any kind is formed under, or arises from, this RFP. WPAC is not obligated to award any Contracts under this RFP to any Proponent, and no Proponent is entitled, as a matter of right, to an award of Contract. This

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RFP will not prohibit or restrict WPAC from direct awarding a Contract where WPAC deems it to be necessary to do so.

5.2 No Liability for Errors

The information supplied to Proponents under this RFP is supplied solely as a guideline for Proponents. The information contained in this RFP is not guaranteed or warranted to be accurate by WPAC, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own conclusions or opinions with respect to the matters addressed in this RFP.

5.3 Freedom of Information and Protection of Privacy Act

All documents and other records (including the Proposals) in the custody of or under the control of WPAC are subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia) (“**FOIPPA**”), and may be required, by law, to be disclosed under FOIPPA.

Except as expressly stated in this RFP and subject to FOIPPA, all documents and other records included in a Proposal (and the Proposal) to this RFP will be considered confidential by WPAC.

5.4 Confidentiality

Information pertaining to WPAC obtained by a Proponent as a result of participation in this RFP is confidential and must not be disclosed without prior written consent from WPAC.

5.5 Incurred Costs

Proponents are solely responsible for their own expenses in preparing their Proposals and for subsequent Contract negotiations with WPAC, if any. If WPAC elects to reject some or all Proposals received, WPAC will not be liable to any Proponent for any claims, whether for costs or damages incurred by a Proponent in preparing its Proposal, or any other matter whatsoever, and Proponents waive any and all claims for any such costs or damages. By submitting a Proposal to this RFP the Proponent agrees that it will not claim for any loss, costs or damages, for whatever reason, relating to this RFP, the Proponent’s submission of a Proposal to this RFP, and any Contract under this RFP (whether or not the Contract is awarded to the Proponent, or at all).

5.6 Reservation of Rights

WPAC reserves the right, in its sole discretion, to:

- amend the scope of the Services, modify, cancel, extend or suspend this RFP or any or all stages of the RFP, at any time for any reason;
- accept or reject any Proposal based upon the evaluation criteria described in this RFP as determined in the sole discretion of the Evaluation Team;
- not accept any or all Proposals;

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- reject or disqualify any or all Proposals without any obligation, compensation or reimbursement to any Proponent;
- re-advertise for new or additional Proposals after the Proposal Date;
- make any changes to the terms of the opportunity described in the RFP;
- extend, from time to time, any date, time period or deadline provided in this RFP; and
- cancel this RFP without evaluating any Proposals or without entering into any Contracts.

5.7 Form of Contract

It is expected that any Proponent who is awarded a Contract will enter into a Contract with WPAC in substantially similar form and on substantially similar terms and conditions as the Contract attached as Appendix B.

5.8 Ownership of Proposals

All Proposals to this RFP and accompanying documentation will become the property of, and will be retained by WPAC. Returns of any subsequent documentation or materials will be at the sole discretion of WPAC.

5.9 Agreement on International Trade

This RFP is subject to Chapter 5 of the Agreement on International Trade (and its successor the Trade, Investment and Mobility Agreement which is expected to be in effect on April 1, 2009).

5.10 Notification

When the review process is completed and a Contract is awarded, if any, WPAC will notify Proponents of the results.

5.11 Vendor Debriefing

WPAC will offer a debriefing to Proponents who did not receive an award of a Contract, on request, at a mutually agreeable time, but after all evaluations of the Proposals have been completed and a Contract awarded, if any.

5.12 Appendices

- **Appendix A – Contract**
- **Appendix B – Proposal Letter**

APPENDIX A – CONTRACT

Please see the attached.

GENERAL SERVICE AGREEMENT



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SCHEDULE A – SERVICES

- Part 1 - Term**
- Part 2 - Services**
- Part 3 - Related Documentation**
- Part 4 - Key Personnel**

SCHEDULE B – FEES AND EXPENSES

- Part 1 - Maximum Amount Payable**
- Part 2 - Fees**
- Part 3 - Expenses**
- Part 4 - Statements of Account**
- Part 5 - Payments Due**

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

THIS AGREEMENT is dated for reference the 16th day of August 2016.

BETWEEN:

NAME OF PROPONENT, as represented by _____
Address

AND:

WOOD PELLET ASSOCIATION OF CANADA, as represented by Gordon Murray, Executive Director
("WPAC") with the following specified address:
Box 2989, 1877 Upper McKinnon Road
Revelstoke, BC V0E 2S0

WPAC wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, WPAC and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from WPAC or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by WPAC

- 2.6 WPAC may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

- 2.7 If WPAC provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by WPAC in writing, which request WPAC must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then WPAC must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in WPAC's opinion, are necessarily incurred by the Contractor in providing the Services; and
 - (c) any applicable taxes payable by WPAC under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

WPAC is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to WPAC a written statement of account in a form satisfactory to WPAC upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, WPAC may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, WPAC and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by WPAC to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of WPAC.

Appropriation

- 3.4 WPAC's obligation to pay money to the Contractor is subject to appropriations being available from Forestry Innovation Investment's *Market Initiatives Program* and Natural Resources Canada's in the fiscal year of WPAC during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that WPAC may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit WPAC to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that WPAC has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to WPAC.

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to WPAC as follows:
- (a) except to the extent the Contractor has previously disclosed otherwise in writing to WPAC,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to WPAC in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,

- (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without WPAC's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

5.4 Any public announcement relating to this Agreement will be arranged by WPAC and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

5.5 The Contractor must not, without the prior written approval of WPAC, refer for promotional purposes to WPAC being a customer of the Contractor or WPAC having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than WPAC, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to WPAC.

Ownership and delivery of Material

- 6.2 WPAC exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to WPAC immediately upon WPAC's request.

Matters respecting intellectual property

- 6.3 WPAC exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from WPAC; and
- (b) Produced Material, other than any Incorporated Material.

Upon WPAC's request, the Contractor must deliver to WPAC documents satisfactory to WPAC that irrevocably waive in WPAC's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in WPAC of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to WPAC:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to WPAC under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon WPAC's request, the Contractor must fully inform WPAC of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to WPAC. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection WPAC may have under statute or otherwise, WPAC may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at WPAC's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by WPAC of WPAC's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless WPAC and WPAC's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage

award, action, cause of action, cost or expense that WPAC or any of WPAC's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:

- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
- (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

9.5 Within 10 Business Days of being requested to do so by WPAC, the Contractor must provide WPAC with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargoif the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in WPAC's reasonable opinion, to carry on business as a going concern.

WPAC's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, WPAC may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) pursue any remedy or take any other action available to it at law or in equity; or
 - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of WPAC to exercise its rights in relation to an Event of Default will constitute a waiver by WPAC of such rights.

Province's right to terminate other than for default

- 11.4 In addition to WPAC's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, WPAC may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if WPAC terminates this Agreement under section 11.4:
- (a) WPAC must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to WPAC's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to WPAC any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that WPAC has notified the Contractor in writing was not completed to WPAC's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by WPAC of the amount described in section 11.5(a) discharges WPAC from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify WPAC of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Vancouver, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal

business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;

- (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
- (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without WPAC's prior written consent. Upon providing written notice to the Contractor, WPAC may assign to any person any of WPAC's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of WPAC's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without WPAC's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of WPAC; or
- (b) an agent of WPAC except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of WPAC

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of WPAC.

Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless WPAC otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 WPAC must make available to the Contractor all information in WPAC's possession which WPAC considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in WPAC's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to WPAC under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from WPAC or any of its agencies in order to provide the Services.

Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by WPAC or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Governing law

- 13.21 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) “includes” and “including” are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and WPAC are referred to as “the parties” and each of them as a “party”;
- (d) “attached” means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) “person” includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

- 15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>_____</p> <p>Signature(s)</p> <p>_____</p> <p>Print Name(s)</p> <p>_____</p> <p>Print Title(s)</p>	<p>SIGNED on the ____ day of _____, 20__ on behalf of WPAC by its duly authorized representative:</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Print Title</p>
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Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on August 16, 2016 and ends on March 31, 2017.

PART 2. SERVICES:

1. Chair and participate on the ISO committee that is preparing physical and chemical testing standards for wood pellets. The testing standards are vital to ensure that all laboratories perform tests in the same way because the settlement of commercial contracts depends on the test results. Matters are further complicated since a cargo may be traded several times before it reaches its final destination. This project is in its second year. Although the work is vital, progress is slow and painstaking because 24 countries are involved, all with their own opinions. Work will consist of reviewing proposed amendments to standards received from the participating countries. This consists of very detailed work involving harmonization of received amendments and drafting of final text for ratification.
2. Test samples of wood pellets made from multiple species and sourced from multiple Canadian locations to quantify the phytosanitary risk. Prepare scientific report. Determine the microbial source of malodorous smell in pellet export handling facilities and devise mitigating measures to prevent such odours.

Outputs and Reporting

The Contractor must submit written progress reports to WPAC on or before December 15, 2015, and March 31, 2016, and at other intervals specified by WPAC acting reasonably. Such reports shall provide sufficient detail to enable WPAC to assess the Contractor's progress toward achieving the Outcomes specified below.

Inputs

The Contractor must provide the Key Personnel (as listed in Part 4 of this Schedule A, time, materials, equipment, and facilities sufficient to perform the Services and achieve the Outcomes set out in this Schedule A.

Outcomes

Through the delivery of the Services WPAC wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

1. Achieve progress in establishing ISO approved physical and chemical testing standards in accordance with the objectives of ISO Technical Committee 238 including drafting new standards for grindability, hygroscopicity, absorptivity, freezing characteristics, and leaching.
2. Develop two scientific report that describes the phytosanitary risks of Canadian wood pellets and a second scientific report that describes the cause of offensive microbial odors at Canadian wood pellet export terminals and provides recommended solutions.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.
2. The following is an Appendix to this Schedule A: **Contractor's Proposal**

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows: *(to be completed after acceptance of successful proposal)*

(a)

(b)

(c)

Schedule B – Fees and Expenses

[To be completed after acceptance of successful proposal.]

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$_____ is the maximum amount which WPAC is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate

Fees: at a rate of \$_____ per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses: travel, accommodation and meal expenses for travel greater than 30 kilometers away from _____ *[insert place in which Contractor is located or other agreed location]* on the basis specified by Forestry Innovation Investment in its Market Initiatives Program.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (a "Billing Period"), the Contractor must deliver to WPAC on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to WPAC containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached;
- (e) the Contractor's calculation of any applicable taxes payable by WPAC in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by WPAC.

5. PAYMENTS DUE:

Payments Due: Within 30 days of WPAC's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, WPAC must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by WPAC as required to obtain the discount.

Schedule C – Approved Subcontractor(s)

Not applicable

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to WPAC:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include WPAC as an additional insured,
 - (ii) be endorsed to provide WPAC with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of WPAC.
3. The Contractor must provide WPAC with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to WPAC evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to WPAC within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by WPAC at any time, the Contractor must provide to WPAC certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

APPENDIX B – PROPOSAL LETTER

(Proponent's Letterhead)

(Date)

Gordon Murray, Executive Director
Wood Pellet Association of Canada
Box 2989, 1877 Upper McKinnon Road
Revelstoke, British Columbia
VOE 2S1, Canada

RE: Request for Proposals, Expanding Export Markets Program (2016/17)

Enclosed is our Proposal in response to this Request for Proposals.

(Name of Proponent) confirms the terms and conditions of this RFP have been read, understood, and agreed to in its entirety and are willing to enter into the contract attached as Appendix A.

Authorized Signature

Print Name

Title