



## REQUEST FOR PROPOSALS

# PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS

RFP No. PS20150170

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**REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
TABLE OF CONTENTS**

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**TABLE OF CONTENTS**

<b>PART A - INFORMATION AND INSTRUCTIONS</b>	<b>Pages A-1 to A-10</b>
1.0 The RFP	
2.0 Key Dates	
3.0 Contact Person	
4.0 Submission of Proposals	
5.0 Changes to the RFP and Further Information	
6.0 Contract Requirements	
7.0 Pricing	
8.0 Evaluation of Proposals	
9.0 Sustainability	
10.0 Certain Applicable Legislation	
11.0 Legal Terms and Conditions	
12.0 Definitions	
 <b>PART B - CITY REQUIREMENTS AND ITEMS TO BE ADDRESSED IN PROPOSALS</b>	 <b>Pages B-1 to B-5</b>
1.0 City Requirements	
2.0 Items to be Addressed in Proposals	
 <b>PART C - PROPOSAL FORM</b>	 <b>Pages C-1 to C-8</b>
<b>APPENDIX 1 - LEGAL TERMS &amp; CONDITIONS</b>	
 <b>PART D - FORM OF AGREEMENT</b>	 <b>Pages D-1 to D-53</b>
 <b>ANNEX 1 - SCHEDULE OF DETAILED REQUIREMENTS</b>	
 <b>ANNEX 2 - SCHEDULE OF APPROXIMATE QUANTITIES</b>	
 <b>ANNEX 3 - SCHEDULE OF PAYMENT MATRIX</b>	
 <b>ANNEX 4 - CERTIFICATE OF EXISTING INSURANCE</b>	
 <b>ANNEX 5 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE</b>	
 <b>ANNEX 6 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE</b>	
 <b>ANNEX 7 - AMERICAN METAL MARKET PRICE INDICATOR SAMPLE</b>	
 <b>ANNEX 8 - BANK OF CANADA MONTHLY AVERAGE DAILY NOON EXCHANGE RATES SAMPLE</b>	
 <b>ANNEX 9 - VANCOUVER LANDFILL SITE SAFETY ORIENTATION AND AGREEMENT</b>	
 <b>ANNEX 10 - VANCOUVER TRANSFER STATION SITE SAFETY ORIENTATION AND AGREEMENT</b>	

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART A - INFORMATION AND INSTRUCTIONS

---

1.0 THE RFP

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

**REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART A - INFORMATION AND INSTRUCTIONS**

---

- (b) **PART B - CITY REQUIREMENTS AND ITEMS TO BE ADDRESSED IN PROPOSALS:** This part describes the subject matter of the RFP, in respect of which the City invites Proposals. This part also stipulates the information that should be contained in each Proposal.
- (c) **PART C - PROPOSAL FORM:** This part consists of the Proposal Form to be completed by each Proponent in connection with its Proposal. Each Proposal must be submitted under the cover of a duly completed and executed Proposal Form.
- (d) **PART D - FORM OF AGREEMENT:** This part contains a model Agreement. An Agreement or Agreements in this form may be entered into between the City and one or more successful Proponents.

## 2.0 KEY DATES

2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for Enquiries	4:30 PM Tuesday May 19, 2015
Closing Time	3:00 PM Tuesday May 26, 2015

2.2 All references to time in the RFP are references to the time in the City of Vancouver, as shown on the clock used by the City for the purposes of requests for proposals.

## 3.0 CONTACT PERSON

3.1 All enquiries regarding the RFP must be addressed to:

Eamonn Savage, Contracting Specialist  
eamonn.savage@vancouver.ca

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

3.3 **IF A POTENTIAL PROPONENT BELIEVES THAT THE CITY MAY BE UNABLE TO SELECT IT DUE TO A CONFLICT OF INTEREST, BUT IS UNCERTAIN ABOUT THIS, THE POTENTIAL PROPONENT IS URGED TO CONTACT THE ABOVE-MENTIONED INDIVIDUAL AS SOON AS POSSIBLE WITH THE RELEVANT INFORMATION SO THAT THE CITY MAY ADVISE THE POTENTIAL PROPONENT REGARDING THE MATTER. SEE SECTION 11.2(l), (m) and (n) BELOW FOR AN INDICATION OF THE TYPES OF CONFLICTS OF INTEREST THAT OFTEN ARISE.**

## 4.0 SUBMISSION OF PROPOSALS

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

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART A - INFORMATION AND INSTRUCTIONS

---

- 4.2 Each Proponent should submit its Proposal in an envelope clearly marked with the Proponent's name and the RFP title and number ("Processing and Marketing of Scrap Metal From City Depots; PS20150170") to the following address:

City of Vancouver  
Supply Chain Management Department  
453 West 12<sup>th</sup> Avenue,  
Vancouver, BC V5Y 1V4

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

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

- 4.3 To be considered by the City, a Proposal must be submitted under the cover of a Proposal Form, completed and duly executed by the relevant Proponent, including Appendix 1 thereto.
- 4.4 Proposals must not be submitted by fax or email.
- 4.5 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.
- 4.6 The City requests four (4) paper sets of the Proposal (or amendment) but only one (1) set of the pricing information. The pricing information should be packaged separately in a sealed envelope.
- 4.7 In addition to the four (4) paper sets of the Proposal, the City requests one electronic copy of the complete proposal including pricing on a memory stick or similar medium.
- 4.8 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.9 All costs associated with the preparation and submission of a Proposal, including any costs incurred by a Proponent after the Closing Time, will be borne solely by the Proponent.
- 4.10 Unnecessarily elaborate Proposals are discouraged. Proposals should generally be limited to the items specified in Part B of the RFP.
- 4.11 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium solely for the purpose of submitting a joint Proposal in response to the RFP, provided that they disclose the names of all members of the consortium and all members complete and execute a Proposal Form (Part C). Nonetheless, the City has a strong preference for Proposals submitted by a single Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.

**REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART A - INFORMATION AND INSTRUCTIONS**

---

4.12 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City's sole discretion.

**5.0 CHANGES TO THE RFP AND FURTHER INFORMATION**

5.1 The City may amend the RFP or make additions to it at any time.

5.2 It is the sole responsibility of Proponents to check the City's website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.

5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2

**6.0 CONTRACT REQUIREMENTS**

6.1 In addition to addressing the other requirements of Part B hereof, each Proponent should indicate in its Proposal the extent to which the Form of Agreement included as Part D hereof is consistent with its Proposal. If the Proposal is inconsistent with any part of the Form of Agreement, the Proponent should so state and should propose alternative contract language as part of its Proposal.

6.2 If the head office of a Proponent is located within the City of Vancouver or if the Proponent is to perform any work at a site located within the City of Vancouver, the execution of any Agreement will be contingent upon the Proponent having a valid City of Vancouver business license.

6.3 The term of any Agreement is expected to be a three-year period, with two possible one-year extensions, for a maximum total term of five years.

**7.0 PRICING**

7.1 All prices quoted in any Proposal are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.

7.2 Prices must be quoted in Canadian currency.

7.3 Fixed prices must be quoted for the full term of the Proponent's proposed agreement.

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

**8.0 EVALUATION OF PROPOSALS**

8.1 The City may open or decline to open Proposals in such manner and at such times and places as are determined by the City.

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART A - INFORMATION AND INSTRUCTIONS

---

- 8.2 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal or Proposals offer the overall best value to the City. In so doing, the City expects to examine not only financial terms, but also:
- a) Proponents' skills, knowledge, reputations and previous experience(s), including experience(s) with the City (if any);
  - b) Proponents' capabilities to meet the City's Requirements (as defined in Part B) as and when needed;
  - c) Quality and service factors;
  - d) Innovation;
  - e) Proposed end markets and uses for the Recyclable Materials;
  - f) Environmental or social sustainability impacts; and
  - g) Transition costs or challenges. Certain other factors may be mentioned in Part B or elsewhere in the RFP.
- 8.3 The City will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The City is not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The City may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.
- 8.4 The City may, at any time prior to signing an Agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.
- 8.5 The City may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the Form of Agreement. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.
- 8.6 Prior to approval of a Proposal, the City must be satisfied as to the Proponent's financial stability. Proponents may be asked to provide financial statements prepared by an accountant and covering at least the prior two years.
- 8.7 The City may request that any proposed subcontractors undergo evaluation by the City.

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART A - INFORMATION AND INSTRUCTIONS

---

- 8.8 The City is not under any obligation to approve any Proposal and may elect to terminate the RFP at any time.
- 8.9 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to:
- (a) accept any Proposal;
  - (b) reject any Proposal;
  - (c) reject all Proposals;
  - (d) accept a Proposal which is not the lowest-price proposal;
  - (e) accept a Proposal that deviates from the Requirements or the conditions specified in the RFP;
  - (f) reject a Proposal even if it is the only Proposal received by the City;
  - (g) accept all or any part of a Proposal;
  - (h) split the Requirements between one or more Proponents; and
  - (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time.

Without limiting the foregoing, the City may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the RFP other than through the submission of its Proposal.

**9.0 SUSTAINABILITY**

- 9.1 The City's Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx> align the City's approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each Proponent is expected to adhere to the supplier performance standards set forth in the Supplier Code of Conduct. The Ethical Purchasing Policy shall be referred to in the evaluation of Proposals, to the extent applicable.
- 9.2 Proponents are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Proponent supply materials, and where such materials may cause adverse environmental effects, the Proponent is to indicate the nature of the hazard(s) in its Proposal. Furthermore, the Proponent is to advise the City of any known alternatives or substitutes for such materials that would mitigate such adverse effects.



REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART A - INFORMATION AND INSTRUCTIONS

---

**10.0 CERTAIN APPLICABLE LEGISLATION**

- 10.1 Proponents should note that the City of Vancouver is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's consultants or contractors to protect all personal information acquired from the City in the course of providing any service to the City.
- 10.2 Proponents should note that the *Income Tax Act* (Canada) requires that certain payments to non-residents be subject to tax withholding. Proponents are responsible for informing themselves regarding the requirements of the *Income Tax Act* (Canada), including the requirements to qualify for any available exemptions from withholding.

**11.0 LEGAL TERMS AND CONDITIONS**

- 11.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in Appendix 1 to the Proposal Form (Part C). Except where expressly stated in such Appendix 1: (i) no part of the RFP consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City.
- 11.2 Potential Proponents should review Appendix 1 to the Proposal Form carefully before submitting a Proposal. Among other things, potential Proponents should note that:
- (a) Except for limited duties in respect of the protection of confidential information and the resolution of legal disputes (as fully specified in Appendix 1 to the Proposal Form), the City does not have, and will not have, any legal obligations to a Proponent or to any proposed subcontractor of that Proponent in respect of the RFP or that Proponent's Proposal until such time as an Agreement is entered into with that Proponent.
  - (b) The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process.
  - (c) Except only and to the extent that the City is in breach of its duties with respect to a Proponent's confidential information, each Proponent is required to broadly release the City, its officials, its agents and its employees from liability for any losses incurred by the Proponent.
  - (d) Except only and to the extent that the City is in breach of its duties with respect to a Proponent's confidential information, each Proponent is required to broadly indemnify and hold harmless the City, its officials, its agents and its employees from and against losses in respect of any claim or threatened claim against any of them.
  - (e) Except with respect to the City's duties in respect of a Proponent's confidential information, even to the extent the city is found to have breached

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART A - INFORMATION AND INSTRUCTIONS

---

any duty to the Proponent, if any, the liability of the City, its officials, its agents and its employees to the Proponent will be limited to \$100.

- (f) With limited exceptions set forth in such Appendix 1 to the Proposal Form, any dispute between the City and a Proponent will be subject to arbitration.
- (g) All RFP-related documents provided to any Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (h) The documentation containing any Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.
- (i) The City will treat any Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information, subject, however, to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's full right to publicly disclose any and all aspects of the Proposal in the course of publicly reporting to the Vancouver City Council or announcing the results of the RFP to Proponents.
- (j) Proponents must not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City, which have been or are in the future provided or communicated to a Proponent at any time (whether before, during or after the RFP process). Furthermore, each Proponent must agree to not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (k) Each Proponent must waive any rights to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and must agree that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions), including, without limitation, records relating only to the Proponent.
- (l) Each Proponent must disclose whether any officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest is:
  - i. an elected official or employee of the City; or
  - ii. related to or has any business or family relationship with an elected official or employee of the City,

in each case such that there could be any conflict of interest or an appearance of a conflict of interest in the evaluation or consideration of the Proponent's Proposal by the City. The City will evaluate each matter disclosed to

**REQUEST FOR PROPOSALS NO. PS20150170**  
**PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS**  
**PART A - INFORMATION AND INSTRUCTIONS**

---

determine whether and to what extent the Proponent can be given consideration in the RFP in light of the particular matter.

- (m) Each Proponent must disclose whether any person having an interest (as defined above) is a former official, former employee or former contractor of the City who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City. The City will evaluate each matter disclosed to determine whether and to what extent the Proponent can be given consideration in the RFP in light of the particular matter.
- (n) Each Proponent must disclose whether the Proponent or any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party. The City will evaluate each matter disclosed to determine whether and to what extent the Proponent can be given consideration in the RFP in light of the particular matter.
- (o) Each Proponent is required to disclose whether the Proponent is competing for purposes of the RFP with any entity with which it is legally or financially associated or affiliated. Each Proponent must also disclose whether it is cooperating in any manner in relation to the RFP with any other Proponent responding to the RFP. The City will evaluate each matter disclosed to determine whether and to what extent the Proponent can be given consideration in the RFP in light of the particular matter.
- (p) Each Proponent is required to disclose whether it or any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors: (1) is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; or (2) has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of its Proposal, to influence the outcome of the RFP process. The City will evaluate each matter disclosed to determine whether and to what extent the Proponent can be given consideration in the RFP in light of the particular matter.
- (q) A Proponent must not disclose or promote any relationship between it and the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures, web sites or other written materials (whether in print, digital, electronic or other format) without the express prior written consent of the City. Each Proponent must undertake not to use the name, official emblem, mark, or logo of the City without the express prior written consent of the City.
- (r) Any Proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART A - INFORMATION AND INSTRUCTIONS

---

to the RFP may or may not be rejected by the City at the City's sole discretion. The City may also invite a Proponent to adjust its Proposal to remedy any such problem, without providing the other Proponents an opportunity to amend their Proposals.

**12.0 DEFINITIONS**

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

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

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

**REQUEST FOR PROPOSALS NO. PS20150170**  
**PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS**  
**PART B - CITY REQUIREMENTS AND ITEMS TO BE ADDRESSED IN PROPOSALS**

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**1.0 CITY REQUIREMENTS**

- 1.1 The City currently operates a Recycling Depot at its Vancouver Transfer Station in Vancouver (“VTS Depot”) and at the Vancouver Landfill in Delta (“VL Depot”).
- 1.2 The VTS Depot is a public collection facility for Recyclable Materials (“Recyclables”) providing a covered storage area that is below grade for most of the Containers. Materials collected at the VTS Depot, and included in the scope of work for this RFP, are:
- a) Scrap Ferrous Metal;
  - b) Scrap Aluminium;
- 1.3 The VL Depot is a public collection facility for Recyclables. The collection area at the VL Depot is not under cover. Materials collected at the VL Depot, and included in the scope of work for this RFP are:
- (a) Scrap Metal (Ferrous and non-ferrous);
- 1.4 In addition to its Recycling Depots the City currently accumulates scrap metal generated by its own operations at various locations within the City including but not limited to its National Works Yard at 701 National Avenue, and Manitoba Yards at 250 West 70<sup>th</sup> Avenue. The City may wish, at a later time, to define a scope of work for the processing and marketing of this material to be included with the requirements of any contract formed as a result of this RFP.
- 1.5 The City has the following objectives and requirements (together, the “Requirements”):
- (a) To retain the services of a qualified vendor or vendors to provide services related to removing the materials from the depots and processing and marketing them to end markets and providing a rebate to the City.
  - (b) Further information regarding the Requirements, is contained in Annex 1 to the RFP.
- 1.6 The Requirements stated herein are current as of the date hereof, but they may change or be refined in the course of the evaluation of Proposals or otherwise.
- 1.7 To the extent that the Requirements express estimates of quantities or volumes of goods or services expected to be processed and marketed, the City cannot offer any assurances that such quantities or volumes will in fact be required.

**2.0 ITEMS TO BE ADDRESSED IN EACH PROPOSAL**

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

**REQUEST FOR PROPOSALS NO. PS20150170**  
**PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS**  
**PART B - CITY REQUIREMENTS AND ITEMS TO BE ADDRESSED IN PROPOSALS**

---

- 2.2 Each Proposal should contain a section titled "Technical Proposal," which should address the Requirements. This section of the Proposal should be divided into paragraphs that correspond to the numbered paragraphs 2.4 to 2.16 of this Part B and the numbered sections of Annex 1 to the RFP. Four (4) sets of the Technical Proposal should be submitted.
- 2.3 Each Proposal should contain a section titled "Commercial Proposal," which should contain full details of the Proponent's proposed pricing and payment terms, and be in accordance with Part A of the RFP, and, which should include a completed pricing table following the format under Annex 3 Schedule of Payment Matrix. Only one (1) copy of Commercial Proposal should be submitted.
- All prices are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.
- Reference should be made to the foregoing Section 1 of this Part B and to Annex 1 to the RFP for any further requirements concerning pricing or payment terms, which should be addressed in each Proposal.
- 2.4 Each Proposal should contain a section titled "Proponent Overview," which should provide a description of the Proponent's company, purpose and history of successes.
- 2.5 Each Proposal should contain a section titled "Key Personnel," which should identify and provide professional biographical information for the key personnel that would perform the Proponent's work, outlining their intended roles in meeting the Requirements. If appropriate, also include a complete organization chart, identifying all roles and areas of responsibility.
- 2.6 Preference may be given to Proponents and proposed personnel that demonstrate knowledge and experience involving the hauling, processing and marketing of scrap metals. Each Proponent should make clear in its Proposal its relevant knowledge and experience, and that of its proposed personnel.
- 2.7 Each Proposal should contain a section titled "References," which should provide names and contact information for approximately three parties for whom the Proponent has done work in the past.
- 2.8 Each Proposal should contain a section titled "Subcontractors," which should list all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any subcontractors. If selected to enter into an Agreement with the City, the Proponent may be limited to using subcontractors listed in its Proposal. If the City objects to a subcontractor listed in a Proposal, the City may permit a Proponent to propose a substitute Subcontractor acceptable to the City.

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART B - CITY REQUIREMENTS AND ITEMS TO BE ADDRESSED IN PROPOSALS

---

- 2.9 Each Proposal should contain a section titled "Work Plan," which should detail the sequential process by which the Proponent proposes to undertake the work, and which should include a timeline as necessary. The Proponent's work plan should make reference to the Requirements as appropriate. The Work Plan should be specific with regards to the Proponent's ability to manage the collection process at the depots and explain how the Proponent would deal with changes in volume including sudden spikes in materials. The section should also state the quantity and sizes of containers that would be used. The Work Plan should include the process for submitting the Monthly Summary as further described in Annex 1 - section 9.0 and confirm the proponent's ability to submit the summary to the City by the 15<sup>th</sup> of the month following the service period.

As part of the Work Plan, each Proposal should contain a complete list of the proposed end markets and uses for the Recyclable Materials. For each material there must be at least one potential end market listed, including the Recycling Plant(s) location and the name, address, and telephone number of the Recycling Plant(s) contact person(s). The City will treat this information as confidential, only if it is submitted in a plain sealed envelope and clearly labelled "End Markets - Confidential".

- 2.10 The City is committed to environmental and socio-economic sustainability. Therefore, each Proposal should contain a section titled "Sustainability," wherein the Proponent should describe the environmental aspects of its Proposal. This section of the Proposal should include a completed table in the following form:

**REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART B - CITY REQUIREMENTS AND ITEMS TO BE ADDRESSED IN PROPOSALS**

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



**REQUEST FOR PROPOSALS NO. PS20150170**  
**PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS**  
**PART B - CITY REQUIREMENTS AND ITEMS TO BE ADDRESSED IN PROPOSALS**

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In addition to completing the table above the Proponent should complete and submit Annex 5 - Declaration of Supplier Code of Conduct Compliance and Annex 6 - Vendor Sustainability Leadership Questionnaire.

- 2.11 Notwithstanding any other provision hereof, the City welcomes Proposals respecting innovative or novel approaches to the City's objectives and requirements and may consider value-creating Proposals that derogate from the Requirements. Each Proposal should contain a section titled "Deviations and Variations," in which the Proponent should:
- (i) note proposed deviations or variations from the terms and conditions set out in the RFP or from the Requirements, even if such deviations or variation are also noted elsewhere in the Proposal; and
  - (ii) detail proposed amendments to the Form of Agreement. If no amendments to the Form of Agreement are proposed, the Proponent should state that its Proposal is fully consistent with the Form of Agreement.
- 2.12 If, in addition to proposing services which meet the Requirements, the Proponent wishes to offer an alternative or alternatives, the alternative solution(s) should to be submitted separately as an appendix within the Proposal. Any pricing impact of the alternative solution(s) should be provided separately in the appendix.
- 2.13 Each Proponent should note Section 9 of Appendix 1 to Part C and should include in its Proposal a section entitled "Conflicts; Collusion; Lobbying" as necessary.
- 2.14 The sections of each Proposal should be arranged in the order in which they are referred to in this Part B. Proponents should avoid, to the extent possible, the inclusion of other top-level Proposal sections.
- 2.15 Each Proponent should submit with its Proposal a Certificate of Existing Insurance, in the form of Annex 4 to the RFP, duly completed and signed by its insurance agent or broker as evidence of its existing insurance, along with a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in Section 11.3 of the Form of Agreement, should the Proponent be selected as a successful Proponent. (Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City entering into any Agreement.).
- 2.16 Each Proponent should submit with its Proposal proof of valid WorkSafeBC registration.
- 2.17 Each Proposal must be submitted under the cover of a completed Proposal Form, including Appendix 1 thereto.

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART C - PROPOSAL FORM

---

PROPOSAL FORM

RFP No. PS20150170, Processing and Marketing of Scrap Metal form City Depots (the  
"RFP")

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART C - PROPOSAL FORM

---

**APPENDIX 1 TO PROPOSAL FORM**

**LEGAL TERMS AND CONDITIONS**

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

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

**2 DEFINITIONS**

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

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent as a result of the RFP.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposals No. PS20150170, as amended from time to time and including all addenda.

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

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

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART C - PROPOSAL FORM

---

Contract, which the City may decline to do in the City's sole discretion.

#### 4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

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

#### 5 EVALUATION OF PROPOSALS

##### 5.1 Compliance / Non-Compliance

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion. The City may also invite a proponent to adjust its proposal to remedy any such problem, without providing the other proponents an opportunity to amend their proposals.

##### 5.2 Reservation of Complete Control over Process

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

##### 5.3 Discussions/Negotiations

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

##### 5.4 Acceptance or Rejection of Proposals

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

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART C - PROPOSAL FORM

---

of the RFP with any other person at any time.

## 6 PROTECTION OF CITY AGAINST LAWSUITS

### 6.1 Release by the Proponent

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

- (a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially))
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process,
- (c) the Proponent preparing and submitting the Proposal;
- (d) the City accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

### 6.2 Indemnity by the Proponent

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

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

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART C - PROPOSAL FORM

---

### 6.3 Limitation of City Liability

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

## 7 DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the City and the Proponent under a Contract (or a similar contract between the City and a proponent other than the Proponent)) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

- (a) The arbitrator will be selected by the City's Director of Legal Services;
- (b) Section 6 of this Appendix 1 will:
  - i. bind the City, the Proponent and the arbitrator; and
  - ii. survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

## 8 PROTECTION AND OWNERSHIP OF INFORMATION

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

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

### 8.2 Proponent's Submission Confidential

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

### 8.3 All City Information Confidential

- (a) The Proponent will not divulge or disclose to any third parties any non-public

**REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART C - PROPOSAL FORM**

---

documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.

- (b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

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

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

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

- i. an official or employee of the City; or
- ii. related to or has any business or family relationship with an elected official or employee of the City,

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

- (b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

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

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party, except as set out, in all material detail, in a

**REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART C - PROPOSAL FORM**

---

separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

**9.3 Declaration as to No Collusion**

The Proponent confirms and warrants that:

- (a) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and
- (b) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP.

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

**9.4 Declaration as to Lobbying**

The Proponent confirms and warrants that:

- (a) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and
- (b) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process,

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

**10 NO PROMOTION OF RELATIONSHIP**

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

**11 GENERAL**

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



REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART C - PROPOSAL FORM

---

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

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

# SUPPLY AGREEMENT

BETWEEN:

SUPPLIER NAME

AND:

CITY OF VANCOUVER

RELATING TO PROCESSING AND MARKETING OF SCRAP METAL  
FROM CITY RECYCLING DEPOTS

DATED <☞>

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

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**SUPPLY AGREEMENT**

THIS AGREEMENT is made as of <[DATE]>

BETWEEN:

<[NAME] SUPPLIER NAME>, a <[TYPE] corporation> organized under the laws of <[PROVINCE]> and having an office at <[ADDRESS]>

(hereinafter referred to as the "Supplier")

AND:

CITY OF VANCOUVER, a municipal corporation continued under the *Vancouver Charter* (British Columbia) and having an office at 453 West 12<sup>th</sup> Avenue, Vancouver, British Columbia, V5Y 1V4

(hereinafter referred to as the "City")

WHEREAS the Supplier is in the business of hauling, processing and marketing of scrap metal;

AND WHEREAS the City wishes to procure scrap metal hauling, processing and marketing services from the Supplier upon and subject to the terms and conditions hereinafter set forth,

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

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

TABLE OF CONTENTS

	Page		Page
ARTICLE 1 INTERPRETATION.....	5	ARTICLE 8 REPORTING .....	23
1.1 Definitions	5	8.1 Progress Reports	23
1.2 Headings	10	8.2 Assistance regarding Reporting Requirements	23
1.3 Extended Meanings	11	8.3 Other Reports	23
1.4 Schedules	12		
ARTICLE 2 EFFECTIVENESS.....	12	ARTICLE 9 PAYMENT; AUDITS .....	23
2.1 Effective Date	12	9.1 Payment to the City	23
2.2 Term	12	9.2 Content of Monthly Summary	24
		9.3 Procedure for Invoices	25
ARTICLE 3 SUPPLY; GENERAL TERMS .....	12	9.4 Currency of Payment	25
3.1 Supply	12	9.5 Contested Claims for Payment	25
3.2 Application to Prior Acts	13	9.6 Audits	25
3.3 Sufficiency and Competence of Personnel	13	9.7 Set Off	26
3.4 Standards and Requirements	13	ARTICLE 10 CERTAIN ADDITIONAL OBLIGATIONS OF THE CITY .....	26
3.5 Consents	14	10.1 Scheduled Items	26
3.6 Warranties	14	10.2 Other Information	26
3.7 Relationship Between the Parties	14	10.3 Decisions in Writing	27
3.8 Variations Requested by the City	15	10.4 Access to the Site	27
3.9 Tests; Defects and Acceptance	16		
3.10 Title and Risk	16	ARTICLE 11 LIABILITY AND INSURANCE .....	27
ARTICLE 4 PREFERRED SUPPLIERS.....	17	11.1 Covenants of Indemnification by the Supplier	27
4.1 Intentionally Omitted	17	11.2 Conduct of Claims	28
		11.3 Insurance	30
ARTICLE 5 CONTRACT MANAGERS .....	17	ARTICLE 12 FORCE MAJEURE; TERMINATION ..	31
5.1 City's Managers	17	12.1 Force Majeure	31
5.2 Supplier's Managers	17	12.2 City Suspension and Termination Rights	32
5.3 Designation of New Managers	18	12.3 Supplier Termination Rights	33
ARTICLE 6 SUPPLIERS' WARRANTIES AND COVENANTS .....	18	12.4 Consequences of Termination	33
6.1 General Representations and Warranties	18	12.5 Other Surviving Rights and Liabilities of Parties	34
6.2 General Health and Safety-Related Acknowledgements and Covenants	19		
6.3 Covenants Regarding Violations of Health and Safety Requirements	19	ARTICLE 13 ASSIGNMENT AND SUBCONTRACTING	34
6.4 Covenants Regarding the Environment	20	13.1 Assignment	34
6.5 Further Covenants Regarding the Sites	20	13.2 Subcontracting	34
6.6 Covenants Against Encumbrances	21		
6.7 Absence of Conflicts of Interest	21	ARTICLE 14 INTELLECTUAL PROPERTY.....	35
ARTICLE 7 PERSONNEL.....	22	14.1 Intentionally Omitted	35
7.1 Separate Personnel	22	ARTICLE 15 PRIVACY; CONFIDENTIALITY .....	35
7.2 Changes in Personnel	22	15.1 Freedom of Information and Protection of Privacy Act	35
7.3 Key Project Personnel	22	15.2 No Promotion	35
		15.3 Confidentiality Obligations	35

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

	Page		Page
15.4 Disclosure to Representatives	35	18.11 Independent Legal Advice	41
15.5 Disclosures Required by Law	35	18.12 Electronic Execution	41
15.6 Other Disclosures by the City	36		
15.7 Interpretation; Enforcement and Survival	36	SCHEDULE A - SCOPE OF GOODS AND SERVICES	42
		SCHEDULE B - PRICES FOR SUPPLY.....	43
ARTICLE 16 TAXES .....	36	SCHEDULE C - ITEMS TO BE PROVIDED BY THE CITY .....	46
16.1 Taxes for Own Accounts	36		
16.2 Withholding Taxes	36	SCHEDULE D - SPECIFIC DELIVERABLES .....	47
ARTICLE 17 DISPUTE RESOLUTION.....	37	SCHEDULE E - TIME SCHEDULE FOR SUPPLY ....	48
17.1 Optional Procedure	37		
17.2 Arbitration	37	SCHEDULE F - PREFERRED SUPPLIERS .....	49
ARTICLE 18 MISCELLANEOUS.....	37	SCHEDULE G - PROJECT BUDGET .....	50
18.1 Time of the Essence	37	SCHEDULE H - CITY POLICIES.....	51
18.2 Costs	38	SCHEDULE I - KEY PROJECT PERSONNEL.....	52
18.3 Benefit of this Agreement	38	SCHEDULE J - SITE.....	53
18.4 Entire Agreement	38		
18.5 Amendments and Waiver	38		
18.6 Notices	38		
18.7 Governing Law and Jurisdiction	39		
18.8 Further Assurances	40		
18.9 Severance	40		
18.10 Counterparts	40		

SAMPLE

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

ARTICLE 1  
INTERPRETATION

1.1 Definitions

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

- (a) **"Agreement"** means this agreement, including the schedules hereto, and all amendments made hereto or thereto by written agreement between the Supplier and the City;
- (b) **"Business Day"** means a day on which banks are open for business in Vancouver, British Columbia, except a Saturday, Sunday or statutory holiday;
- (c) **"Change in Control"** means an occurrence whereby a person (or persons acting in concert) acquires control of the relevant entity;
- (d) **"City Policies"** means any or all (as the context requires) of those procedures, standards and/or standard specifications, requirements, policies and the like listed in Schedule H or notified to the Supplier from time to time, as the same may be updated, modified, expanded, revised, supplemented and/or replaced from time to time by the City (as notified to the Supplier);
- (e) **"City's Manager"** means a manager who at the relevant time carries such designation from the City under, or in accordance with, ARTICLE 5;
- (f) **"Competent Authority"** means:
  - i. any multinational, federal, provincial, state, regional, municipal, local or other government or governmental body and any ministry, department, division, bureau, agent, agency, commission, board or authority of any government or governmental body, domestic or foreign;
  - ii. any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel, arbitrator or arbitral body acting under the authority of any of the foregoing; or
  - iii. any quasi-governmental or private body exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing;
- (g) **"Confidential Information"** means all or any confidential information (however recorded or preserved) disclosed before, on or after the date of this Agreement by either Party or any of its Representatives to the other Party or its Representatives in connection with this Agreement, concerning:
  - i. this Agreement; or

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

- ii. the affairs, operations, processes, know-how, suppliers, plans or intentions of the disclosing Party or of any member of the disclosing Party's Group, including, without limitation, any information which is not generally known to the public or which has been specifically identified as confidential or proprietary by the disclosing Party,

but does not include:

- iii. any information that is or becomes generally available to the public or to industry professionals (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this Agreement);
  - iv. any information that was available to the receiving Party on a non-confidential basis prior to disclosure by the disclosing Party;
  - v. any information that was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement or other duty of confidentiality with or to the disclosing Party or a member of the disclosing Party's Group or otherwise prohibited from disclosing the information to the receiving Party;
  - vi. any information that was known to the receiving Party before the information was disclosed to it by the disclosing Party or its Representatives and was not subject to a confidentiality agreement or other duty of confidentiality (including any obligation under this Agreement) with or to the disclosing Party or a member of the disclosing Party's Group;
  - vii. any information that the Parties agree in writing is not confidential or may be disclosed; and
  - viii. any information unrelated to this Agreement that is developed by or for the receiving Party independently of and without reference to the information disclosed by the disclosing Party;
- (h) "Consent" means an approval, clearance, registration, franchise, right, privilege, certification, quota, consent, permit, licence, qualification, filing, exemption, certificate or permission and any such other matter or authorization whatsoever, including any condition thereof, that is lawfully and necessarily required under any Law or from any Competent Authority in connection with the Supply or the Site;
- (i) "Contract Price" means the amounts payable (subject to and in accordance with the terms of this Agreement) by the City to the Supplier, or by the Supplier to the City in return for the proper performance by the Supplier of its obligations under this Agreement, as detailed in Schedule B;
- (j) "Defect" means any part of the Supply (or omission therefrom) which is defective, deficient or incomplete or does not otherwise comply with the requirements of this Agreement;

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

- (k) **“Documentation”** means calculations, computer programs and other software, drawings, designs, plans, manuals, records, reports, documents, papers, photos, typographical arrangements, models, contract documents, deliverables, agreements, tender/enquiry documents, and all other materials in whatever form, including but not limited to tangible copies and electronic forms, supplied either by or on behalf of the Supplier or generated collaboratively by the Parties in the course of the provision of the Supply under this Agreement;
- (l) **“Effective Date”** has the meaning ascribed to such term in Section 2.1;
- (m) **“Encumbrance”** means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien or claim of lien (statutory or otherwise), easement, deemed or statutory trust, restrictive covenant, adverse claim, exception, reservation, right of occupation, any matter capable of registration against title, right of pre-emption, privilege or other encumbrance or third party right of any nature or any other arrangement or condition that, in substance, secures payment or performance of an obligation;
- (n) **“Environmental Law”** means any Law which imposes any obligations relating to:
- i. the protection, management, conservation or restoration of the natural environment;
  - ii. reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any presence or Release, or the threat of the same, of Hazardous Substances; and
  - iii. the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling and the like of Hazardous Substances, including those pertaining to occupational health and safety.
- (o) **“Force Majeure”** means, exhaustively, any:
- i. war, hostilities (whether war is declared or not), invasion, act of foreign enemies;
  - ii. rebellion, terrorism (or threat of terrorism), revolution, insurrection, military or usurped power or civil war;
  - iii. riot, civil commotion or disorder, strike or lockout by persons other than the Supplier’s personnel and other employees, Subcontractors or any other person for whom the Supplier is responsible;
  - iv. natural catastrophe such as an earthquake, forest fire, landslide or flood; or
  - v. change in Law or action by a Competent Authority, which makes it illegal or impossible for either Party to perform its obligations under this Agreement;



REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

- (p) **“Good Industry Practice”** means, in relation to the Supply or the performance of any other obligation under this Agreement, the practices, and the application of the skill, care, diligence, prudence and foresight, which would reasonably and ordinarily be expected from a skilled and experienced international contractor carrying out or procuring equivalent services of similar type, scope and value, in the same or similar location and in similar circumstances to those pertaining to the Supplier;
- (q) **“Group”** means:
- i. in respect of the Supplier, the group constituted from time to time by:
    - (A) the Supplier;
    - (B) all persons that directly or indirectly control or are controlled by the Supplier; and
    - (C) all persons that are directly or indirectly controlled by any person that directly or indirectly controls the Supplier; and
  - ii. in respect of the City, the group constituted from time to time by:
    - (A) the City; and
    - (B) all bodies corporate directly or indirectly controlled by the City.
- (r) **“Hazardous Substance”** means any substance or material that is prohibited, controlled or regulated by any Competent Authority pursuant to any Environmental Law including pollutants, contaminants, dangerous goods or substances, toxic or hazardous substances or materials, wastes (including solid non-hazardous wastes and subject wastes), petroleum and its derivatives and by-products and other hydrocarbons, all as defined in or pursuant to any Environmental Law;
- (s) **“Intellectual Property Rights”** means any and all current and future proprietary rights provided under patent law, copyright law, design patent or industrial design law, or any other applicable statutory provision or common law principle, including trade secret law, that may provide a right in ideas, formulae, algorithms, concepts, inventions, know-how, computer software, database or design, or the expression or use thereof, whether registered or unregistered, together with any right to apply for or register any of the foregoing;
- (t) **“Key Project Personnel”** means the persons named in Schedule I (Key Project Personnel) and any replacement(s) approved by the City in accordance with ARTICLE 7;
- (u) **“Laws”** means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings, determinations or awards of any Competent Authority whether or not having the force of law and any legal requirements or bases of liability under the

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

common law or civil law, including all such Laws relating to Taxes, the environment, human health or safety, pollution and other environmental degradation, and hazardous materials, which affect or are otherwise applicable to the Supply, the Supplier, the Site or any other lands affected by the Supply;

- (v) "OHS Requirements" means all Laws applicable to the Supply and related to occupational health or safety, and all of the City Policies that relate to occupational health or safety, and includes without limitation the WCA;
- (w) "Parties" means the City and the Supplier and "Party" means one of them or either of them, as the context requires;
- (x) "Permitted Purpose" has the meaning ascribed thereto in Section 15.3;
- (y) "Preferred Supplier" means a person named in Schedule F;
- (z) "Proposal" means the Supplier's proposal dated <☐>, submitted by the Supplier to the City in response to the RFP;
- (aa) "Release" means any release or discharge of any Hazardous Substance including any discharge, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leach, migration, dispersal, dispensing or disposal;
- (bb) "Representative" means a Group member of a Party, or an official, officer, employee, agent, subcontractor or other representative of a Party or any member of its Group, or any other person for whom the Party is responsible;
- (cc) "RFP" means the City's Request for Proposal number PS20150170;
- (dd) "Safety Incident" means:
  - i. a failure by the Supplier or any Subcontractor to comply with any OHS Requirements; or
  - ii. any hazard, incident or accident caused by the Supplier or a Subcontractor.
- (ee) "Sales Tax" has the meaning ascribed to such term in Section 16.1;
- (ff) "Site" means each of the City depots including the Vancouver Landfill located at 5400 72 Street, Delta, BC, and the Vancouver South Transfer Station located at 377 West Kent Avenue North, Vancouver BC and other places at which any part of the Supply shall be performed.
- (gg) "Subcontractor" means any person named in a schedule to this Agreement as a subcontractor, or any other person appointed by the Supplier, in accordance with this Agreement, to perform any part of the Supply;
- (hh) "Supplier's Manager" means a manager who at the relevant time carries such designation from the Supplier under, or in accordance with, ARTICLE 5;

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

- (ii) **“Supply”** means the provision of the goods, services and works described in Schedule A (or, as the context requires, the particular such goods, services or works provided or to be provided by the Supplier to the City at a particular time or times and in the particular combinations and quantities directed by the City in accordance herewith), and any other services to be provided by the Supplier pursuant to this Agreement;
- (jj) **“Taxes”** means all taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Competent Authority, including:
- i. any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, harmonized sales, value added, severance, stamp, franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal property, ad valorem, transfer, licence, import, customs, profits, windfall profits, environmental, carbon, emissions, pollution, payroll, employment, employer health, pension plan, anti-dumping, countervailing, or excise tax, duty, import, levy, assessment, tariff or other charge;
  - ii. all withholdings on amounts paid to or by the relevant person;
  - iii. all statutory remittances, employment insurance premiums and social security or pension plan contributions or premiums and Canada pension plan contributions;
  - iv. any fine, penalty, interest or addition to tax;
  - v. any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency or fee; and
  - vi. any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law;
- (kk) **“Variation”** has the meaning ascribed to such term in Section 3.8(a); and
- (ll) **“WCA”** means the *Workers Compensation Act* (British Columbia) and the regulations thereunder.

## 1.2 Headings

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

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

1.3 Extended Meanings

In this Agreement:

- (a) words importing the singular include the plural and vice versa, words importing a gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations, except where the context requires otherwise;
- (b) any provision calling for "agreement" requires the relevant agreement to be recorded in writing and signed by both Parties;
- (c) the words "include", "includes", "including" and "included" shall be construed without implying limitation by the words which follow those words and without prejudice to the generality of the provisions to which such words relate, unless inconsistent with the context, and the rule of interpretation known as ejusdem generis shall not apply;
- (d) each reference to a specific statute, regulation, law or any subordinate instrument or statutory or regulatory provision shall be construed as including any legal or regulatory provision which subsequently amends or replaces the same, and shall include any and all subordinate instruments, orders, rules, regulations and bylaws made thereunder or guidelines issued in respect thereof;
- (e) each reference to a writing means a writing that is hand-written, type-written, printed or electronically made, and which results in a permanent un-editable record; and
- (f) "control" when used to describe a relationship between one person and any other person, has the following meanings:
  - i. a person controls a body corporate if securities of the body corporate to which are attached more than 50% of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
  - ii. a person controls an unincorporated entity, other than a limited partnership, if more than 50% of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
  - iii. the general partner of a limited partnership controls the limited partnership; and
  - iv. a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity.

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

**1.4 Schedules**

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

Schedule A	Scope of Goods and Services
Schedule B	Prices for Supply
Schedule C	Items to be provided by the City
Schedule D	Specific Deliverables
Schedule E	Time Schedule for Supply
Schedule F	Preferred Suppliers
Schedule G	Project Budget
Schedule H	City Policies
Schedule I	Key Project Personnel
Schedule J	Site

**ARTICLE 2  
EFFECTIVENESS**

**2.1 Effective Date**

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

**2.2 Term**

- (a) Unless earlier terminated pursuant to ARTICLE 12 and subject to the below Section 2.2(b), this Agreement shall terminate on the third anniversary of the Effective Date or on such later date as the Parties may agree in writing.
- (b) Subject to termination pursuant to ARTICLE 12, but notwithstanding Section 2.2(a), the term of this Agreement may be extended for up two successive one-year periods following the third anniversary of the Effective Date, at the option of the City, upon written notice from the City to the Supplier.

**ARTICLE 3  
SUPPLY; GENERAL TERMS**

**3.1 Supply**

- (a) During the term of effectiveness of this Agreement, the Supplier shall provide the Supply to the City, at the times and in the quantities directed by the City, and otherwise in accordance with the directions of the City and in conformity with this Agreement.
- (b) Notwithstanding any other provision hereof, any goods, services or works described in Schedule A shall be provided to the City only upon receipt by the Supplier of a purchase order from the City or another instruction given by the City pursuant to Section 5.1 relating to such Supply.
- (c) The Supplier shall maintain at all times sufficient business capacity and inventories of the supplies necessary for the provision of the Supply, to meet the business plans and requirements of the City.

**REQUEST FOR PROPOSALS NO. PS20150170**  
**PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS**  
**PART D - FORM OF AGREEMENT**

---

- (d) In connection with the Supply, the Supplier shall provide to the City, without additional compensation, all services, conveniences, materials or features proposed in the Proposal that are not otherwise expressly provided for herein, as well as all other ancillary materials or services that are not expressly mentioned either herein or in the Proposal, but are reasonably inferable from the descriptions of the Supply herein or from the descriptions of proposed services, conveniences, materials or features in the Proposal.

**3.2 Application to Prior Acts**

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

**3.3 Sufficiency and Competence of Personnel**

- (a) The Supplier shall have and maintain at all times and in accordance with all applicable Laws, sufficient numbers of fit, skilled, qualified and experienced personnel to carry out the provision of the Supply within the times and in the manner required by the City.
- (b) The Supplier warrants that it has (and its Subcontractors, if any, have) the experience, competence, certifications, qualifications and capacity necessary for the Supply.
- (c) Insofar as the Supply involves the Supplier in performing design work, such design work shall be carried out by qualified designers who are engineers or other professionals who comply with the criteria stated in Schedule A (Scope of Goods and Services) or, where not so stated, in accordance with Good Industry Practice.

**3.4 Standards and Requirements**

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

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

and the Supplier shall comply with the standards and requirements in Sections 3.4(a) to 3.4(d) in the order of priority in which such standards or requirements are listed (with Section 3.4(a) being of highest priority).

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

**3.5 Consents**

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

**3.6 Warranties**

- (a) The Supplier warrants that the Supply shall be performed in accordance with this Agreement and to the best practice standards of diligence, skill, care and efficiency expected of a competent contractor performing work of a similar nature to the Supply.
- (a) All goods or materials provided under the Agreement as part of the Supply shall be new and fully warranted for a period of one year from the time of delivery to the City, against defects in design, manufacturing, materials, workmanship and performance, and the Supplier affirms and covenants that such warranty is, and shall be, provided by the Supplier if and to the extent it is not fully and effectively provided to the City by third-party manufacturers or suppliers of the goods or materials.
- (b) All goods, works and materials provided under the Agreement as part of the Supply shall be non-defective and fit for their intended purposes and shall function safely in all respects.
- (c) All costs associated with warranty replacements or repairs shall be the responsibility of the Supplier, including repair, adjustment, and shipping costs, and replacements of goods or materials.
- (d) If requested by the City, the Supplier shall handle and manage any claim on a manufacturer warranty for any defect in goods or materials provided as part of the Supply.
- (e) The Supplier shall deliver to the City all such documentation as the City may require to evidence any warranty required by this Section 3.6 or to evidence the Supplier's compliance with this Section 3.6, and the Supplier shall assign all warranties, and do all other things necessary, to ensure that the City receives the full benefit of each warranty or other covenant set forth in this Section 3.6.

**3.7 Relationship Between the Parties**

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

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

- (b) The City intends to use the Supplier as a preferred supplier of the goods, services and works described in Schedule A; however the City is not bound to treat the Supplier as its exclusive supplier of any goods or services.

### 3.8 Variations Requested by the City

- (a) Any instruction given by the City which constitutes or gives rise to a variation, including by adding or deleting Recyclable Materials and/or Recyclable Material Categories to be processed and marketed, from the scope of the Supply expressed in Schedule A (Scope of Goods and Services), shall constitute a "Variation" and shall be governed by and subject to this Section 3.8.
- (b) During the term of this Agreement, the City may at any time effect a Variation by notice in writing to the Supplier, and the Supplier shall not be entitled to refuse to implement any Variation unless the carrying out of such Variation would contravene any Law (in which case the Supplier shall promptly give notice to the City).
- (c) If the Supplier is of the opinion that a Variation justifies an increase to the Contract Price or a change to any of the Time(s) for Completion, the Supplier must, as a condition to being entitled to any such increase to the Contract Price or change to the Time(s) for Completion, no later than 10 Business Days after the City gives notice of the Variation, submit a claim to the City which sets out the Supplier's assessment of the impact the Variation should have on the Contract Price due for such Supply and on the Time(s) for Completion for such Supply, and thereafter:
  - i. the City shall consider that claim as soon as possible and may request the Supplier to supply such further evidence as is reasonably required to confirm the details of such claim (and, as soon as practicable after such further evidence is available to it, the Supplier shall provide it to the City);
  - ii. negotiations for changes in the Supply shall be based on the Supplier's *bona-fide* incremental cost that is directly associated with processing and marketing the new Recyclable Material or Recyclable Material Category. Additionally, the price negotiations shall also consider the resale value of the Recyclable Materials and/or Recyclable Material Category and a reasonable expected profit for the Supplier. A Fixed Unit Value, where applicable, or a Market Indicator and a Fixed Market Indicator Adjustor value, where applicable, will be included in the negotiation.
  - iii. within ten Business Days after the receipt of all the information requested by the City, the Supplier and the City shall meet in order to agree on any variations to the Contract Price for such Supply or the Time(s) for Completion for such Supply, and corresponding changes to the prices for the supply as necessary, which such agreement must be evidenced in writing.



REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

- (d) If no agreement is reached under 3.8(c)iii within 20 Business Days of the Parties' first meeting (or such other period as the Parties may agree), the Parties may then refer the matter for arbitration in accordance with ARTICLE 17.
- (e) Notwithstanding the foregoing, the City shall be entitled to replace, revise, expand or modify the City Policies at any time upon notice to the Supplier, and no such change shall be considered to be a Variation.

**3.9 Tests; Defects and Acceptance**

- (a) The Supplier shall remedy at its own cost and risk Defects in the Supply that the Supplier discovers or that are notified by the City, as soon as reasonably practicable following discovery or notification of such Defects, as the case may be.
- (b) If the Supplier fails to remedy any Defect in the Supply within a reasonable time, a date may be fixed by the City on or by which the Defect is to be remedied. The Supplier shall be given reasonable notice of this date.
- (c) If the Supplier fails, without reasonable excuse, to remedy any Defect in the Supply by this notified date, the City may (at its option) elect to carry out the work itself or by others and shall be entitled to recover from the Supplier all direct, proper and reasonable costs of so doing (as a debt due on demand). The City's exercise of its election under this Section 3.9(c) shall in no event absolve the Supplier of its responsibility for remediation of other Defects or otherwise constitute a waiver by the City of its rights and remedies in relation to other Defects, nor shall it preclude or restrict the further exercise of such rights or remedies.

**3.10 Title and Risk**

- (a) The Supplier warrants that title in each good, work or improvement supplied by the Supplier hereunder, when it passes to the City hereunder, shall be free and clear of Encumbrances.
- (b) Title to any good, work or improvement supplied by the Supplier hereunder shall pass to the City upon the earlier of:
  - i. payment therefor by the City;
  - ii. its delivery to any part of the Site; and
  - iii. its incorporation into a work supplied by the Supplier.
- (c) The Supplier shall deliver to the City any documentation, including a bill of sale, which the City may reasonably require to evidence the transfer of title in and to goods to the City, free and clear of all Encumbrances.
- (d) The Supplier must not enter any contract that reserves ownership of goods or materials supplied by the Supplier hereunder in favour of any third party and,

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

at the request of the City, the Supplier must provide evidence that no such contract has been entered into.

- (e) Notwithstanding the foregoing provisions of this Section 3.10, the Supplier is responsible for the care of, and bears all of the risk of loss or damage to, each good, work or improvements supplied hereunder and each material used in connection with the Supply, until the completion of the Supply to the satisfaction of the City.

**ARTICLE 4  
PREFERRED SUPPLIERS**

**4.1 Intentionally Omitted**

**ARTICLE 5  
CONTRACT MANAGERS**

**5.1 City's Managers**

- (a) The City hereby designates each of <redacted> and <redacted> as a "City's Manager." Each City's Manager, including any additional City's Managers designated by the City in accordance herewith, has, for so long as he or she remains a City's Manager, full authority to act on behalf of the City in relation to all matters arising under this Agreement.
- (b) Any instruction from the City to the Supplier pursuant to this Agreement shall be issued through an executive officer of the City or through a City's Manager and shall only be effective if in writing or confirmed in writing within seven days of oral instruction. Failure to comply with this Section 5.1 shall render any purported City's instruction invalid. However, this restriction does not apply to any instruction issued in an emergency situation or which relates to a threat or potential threat to the life, health or safety of any individual.
- (c) Notwithstanding the foregoing, each City's Manager may, in writing, delegate his or her authority hereunder to others.

**5.2 Supplier's Managers**

- (a) The Supplier hereby designates each of <redacted> and <redacted> as a "Supplier's Manager." Each Supplier's Manager, including any additional Supplier's Managers designated by the Supplier in accordance herewith, has, for so long as he or she remains a Supplier's Manager, full authority to act on behalf of the Supplier in relation to all matters arising under this Agreement, and any instruction given by the City (through an executive officer or City's Manager) to either of them shall be deemed to be valid and effective, if given as stated in Section 5.1(b).
- (b) Each Supplier's manager may, in writing, delegate his or her authority hereunder to others, upon the written agreement of the City.

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

5.3 Designation of New Managers

The City may designate new City's Managers, or remove that designation from any individual, and the Supplier may designate new Supplier's Managers, or remove that designation from any individual, from time to time, each at its own discretion, through notice to the other Party. In the case of the Supplier, any such designation or removal must be in writing to the City.

**ARTICLE 6  
SUPPLIERS' WARRANTIES AND COVENANTS**

6.1 General Representations and Warranties

The Supplier represents and warrants that:

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

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

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

The Supplier shall:

- (a) in the provision of the Supply, comply at all times with the OHS Requirements and take all reasonably necessary steps to ensure similar compliance from its Representatives and its Subcontractors, if any;
- (b) if the Supply involves any type of manual labour, prior to their attendance at any Site, deliver to each of its Representatives and each of its Subcontractors, if any, and to their employees, if applicable, copies of the OHS Requirements relevant to the Site;
- (c) at all times take all reasonable precautions to maintain the health and safety of workers;
- (d) be at all times registered and in good standing with the relevant workers' compensation insurance Competent Authorities, and provide to the City copies of any notices, correspondence or directions issued by any government or Competent Authority relating to workplace-related employment, human rights, labour, immigration policy, health, safety or environmental matters within 24 hours of the Supplier's receipt of such notice, correspondence or direction;
- (e) appoint a qualified health and safety coordinator to ensure coordination of health and safety activities in the provision of the Supply;
- (f) report (with full details) any accident, injury, illness or other incident relating to workplace health and safety or the environment to the City as soon as reasonably practicable, investigate the accident, injury, illness or other incident reasonably thoroughly (and in any event in accordance with any applicable OHS Requirements) and promptly report to the City the results of each such investigation; and
- (g) maintain such records and make such reports concerning health, safety and welfare of persons, and damage to property, or the natural, physical or biological environment, as the City may reasonably require;

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

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

- (a) ensure that the violation is promptly resolved;
- (b) ensure the violation is promptly and appropriately reported to the City and to the applicable competent authorities (if and to the extent required by the OHS Requirements);
- (c) promptly take all reasonable steps necessary to avoid recurrence of the violation;

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

- (d) communicate to the City its plan to avoid recurrence of the violation; and
- (e) without prejudice to the foregoing Section 6.3(c), promptly remove any person responsible for the violation from the provision of the Supply if reasonable to do so or if requested to do so by the City.

#### 6.4 Covenants Regarding the Environment

- (a) The Supplier shall:
  - i. at all times, be conscious of the importance of the protection of the natural, physical and biological environment at and in the vicinity of the Sites;
  - ii. conduct, and cause its Representatives to conduct, their respective activities that relate to the Supply in a manner that shall have the least possible adverse effect on the natural environment and in compliance with all Environmental Laws and Consents, all at the Supplier's expense;
  - iii. perform the Supply with the least degree of environmental degradation during and as a result of such performance; and
  - iv. without restricting the generality or application of any other provisions of this Agreement, comply, and cause its Representatives to comply, with all applicable Laws and Consents and with all plans and instructions contained in this Agreement or issued in writing by the City concerning the existence, Release, removal, handling, transport, storage, disposal and treatment of any Hazardous Substances or other materials that are or may be hazardous to the life or health of any person or that endanger the environment or that are regulated by applicable Law.
- (b) During the term of this Agreement, the Supplier shall not bring or store or permit to be used at any Site, any Hazardous Substances unless such Hazardous Substances are (i) reasonably required to carry out the Supply, and (ii) brought or stored or permitted to be used at any Site in compliance with all Laws (including Environmental Laws). The Supplier shall not Release nor permit the Release of any Hazardous Substances into the environment. The Supplier is solely responsible for all Hazardous Substances introduced to the Sites or the environment by the Supplier or its Representatives or Subcontractors, and the Supplier shall promptly and fully remediate, to the City's satisfaction, any release of Hazardous Substances on or from any Site, or in the vicinity of any Site.

#### 6.5 Further Covenants Regarding the Sites

The Supplier shall:

- (a) at its sole cost, keep any portion of any Site used in connection with the Supply in a safe and tidy condition and to maintain and operate the Supplier's equipment in a good, workmanlike and safe manner; and

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

- (b) not to do anything at any Site which is or may become a nuisance, danger or disturbance to the City or to any other occupants or users of the Site or adjacent areas or to any works or structures or installations thereon.

**6.6 Covenants Against Encumbrances**

- (a) The Supplier shall keep each Site and the goods included in the Supply, and each part thereof, free of all Encumbrances filed pursuant to any Law or otherwise in respect of any such work or materials. In any event, if any Encumbrance has been filed in relation to the Site or any improvement thereon, or in relation to any goods included in the Supply, the Supplier shall cause any such Encumbrance to be discharged within 30 days after the Encumbrance has come to the notice of the Supplier.
- (b) The Supplier acknowledges and agrees that, in the event the Supplier fails to discharge any Encumbrance contemplated in Section 6.6(a) within 60 days of written notice of such Encumbrance being given by the City, in addition to any other right or remedy, the City may, but shall not be obligated to, discharge the Encumbrance by paying to the applicable Competent Authority, the amount claimed to be due or the amount due, together with a reasonable amount for costs and the amount paid by the City shall be paid by the Supplier to the City forthwith upon demand. In no case shall the City be required to investigate the validity of the Encumbrance prior to discharging the same in accordance with this Section 6.6(b).

**6.7 Absence of Conflicts of Interest**

- (a) Neither the Supplier, nor any of its Representatives has given or shall give or offer to give to the City or any official, officer, employee or agent of the City any gratuity, reward, advantage or benefit of any kind as consideration for doing or forbearing to do, or for having done or forborne to do, any act in connection with this Agreement.
- (b) To the best of the Supplier's knowledge, the Supplier, its Subcontractors, and their respective directors, officers, employees and agents have no pecuniary interests or any other current or past interests or dealings, including with any officials, officers or employees of the City, that would cause any conflict of interest or be seen to cause a conflict of interest in respect of the Supply. Should such a conflict or perceived conflict arise during the term of this Agreement, the Supplier shall declare it immediately in writing to the City. The City may direct the Supplier to resolve any conflict or perceived conflict to the satisfaction of the City. The Supplier warrants that neither the Supplier nor any of its Subcontractors, or any of their respective directors, officers, employees or agents, has any predisposition, affinity or association with any third party which would impair or be seen to impair or qualify the Supplier's provision of the Supply.

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

ARTICLE 7  
PERSONNEL

**7.1 Separate Personnel**

It is the intention of the Parties that any personnel utilized or supplied by the Supplier or any Subcontractor hereunder shall remain employees of the Supplier or Subcontractor, respectively, for the purposes of any applicable Law and no activity performed by such personnel shall be deemed to create or imply any employment or other like relationship between such personnel and the City. If contrary to this intention such personnel are treated as employees of the City for the purposes of any applicable Law, the Supplier shall indemnify the City against any loss, cost, expense, complaint, claim, levy, assessment, penalty or fine (including any Tax liability) resulting therefrom.

**7.2 Changes in Personnel**

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

**7.3 Key Project Personnel**

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

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

- (b) If:
- i. the Supplier wishes to reassign or to replace an individual designated as Key Project Personnel; or
  - ii. an individual designated as Key Project Personnel gives notice of his or her intention to leave or is otherwise no longer able to perform the duties, including for reasons of illness, injury or personal hardship,
- the Supplier shall provide a substitute with experience and qualifications equivalent or greater than the Key Project Personnel to be replaced, and shall provide documentation to the City to establish such experience and qualifications.
- (c) Key Project Personnel who are reassigned to other work shall, to the extent possible, remain available to the project team until completion of the Supply.
- (d) All the Supplier's Key Project Personnel must be fluent in both spoken and written English, except as may be agreed to the contrary between the City and Supplier in relation to specific individuals or positions to be filled from time to time.

**ARTICLE 8  
REPORTING**

**8.1 Progress Reports**

- (a) Intentionally omitted

**8.2 Assistance regarding Reporting Requirements**

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

**8.3 Other Reports**

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

**ARTICLE 9  
PAYMENT; AUDITS**

**9.1 Payment to the City**

- (a) Subject to ARTICLE 12 and Section 9.3, the Supplier shall pay the City for the Supply in accordance with Schedule B (Prices for Supply), following the receipt of invoices prepared and delivered in accordance with Section 9.2(a) and Section 9.3.
- (b) Unless otherwise expressly stated in the schedules hereto, the Supplier shall pay any and all costs, including freight, marine and transit insurance, Taxes,



REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

and transportation and delivery charges on all equipment or things of whatsoever nature provided by the Supplier as required by it for the purposes of the Supply and any other incidental costs and all such costs shall be deemed to be included in the Contract Price.

- (c) The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of Schedule B (Prices for Supply) and to have obtained all information and to have taken into account all circumstances, risks and other contingencies that may affect the cost of performing the Supply (including any circumstances, risks or contingencies that a contractor exercising Good Industry Practice would typically expect to encounter) and any other obligation under this Agreement. The Supplier shall not be entitled to any additional compensation beyond the Contract Price (including without limitation for escalation in the prices of goods, materials and labour) except as otherwise expressly stated in this Agreement.
- (d) Notwithstanding any other provisions of this Agreement, the Supplier shall not be entitled to payment for any Supply that has not been performed in compliance with the provisions of this Agreement.
- (e) Any terms or conditions proposed by the Supplier to govern the Supply that are contained in any purchase order or invoice (or in any shipping document, packing list or similar document) are void and of no effect, notwithstanding any statement in such document concerning the means by which the City may accept or be deemed to accept such terms or conditions.

**9.2 Content of Monthly Summary**

- (a) By the fifteenth (15<sup>th</sup>) day following the end of each month the Supplier shall provide to the City a summary report ("Monthly Summary") itemizing the loads processed for the previous month. Each Monthly Summary shall include, as a minimum (and in such form or format as required by the City):
  - i. The date of each collection;
  - ii. The weight of each load;
  - iii. A copy of each weighscale ticket applicable to each load;
  - iv. Container service fees;
  - v. Bin Rental fees;
  - vi. American Metal Market Indicator value for the month, including a copy of the appropriate page in the American Metal Market trade publication;
  - vii. The monthly average Exchange Rate;
  - viii. The fixed market indicator value;
  - ix. The calculated unit value;

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

- x. The amount owing to the City;
- xi. All other supporting documentation relating to the Supply; and
- xii. Such other information as the City may require from time to time.

**9.3 Procedure for Invoices**

- (a) After each Monthly Summary report has been verified by the City, the City will send an invoice to the Supplier for the amount owing to the City for the relevant month. The Supplier shall submit payment to the City within 30 days after receipt of the invoice.
- (b) Notwithstanding the rate of interest for amounts outstanding after the due date quoted on the City's invoices, should the Supplier fail to make payment to the City within the time limits required by the Supply Agreement in section 9.3(a), such outstanding amounts shall bear interest from the date such sums are due and owing at the Prime Rate per annum plus a further three percent (3%) per annum until paid, but this stipulation for interest shall not prejudice or affect any other remedy of the City under the Supply Agreement.
- (c) Prime Rate means that rate of interest published from time to time by the main branch of the Bank of Montreal in the City of Vancouver (or such other chartered Canadian bank carrying on business in the City of Vancouver as the City may designate in writing from time to time) at its most favourable per annum rate of interest to its most creditworthy and substantial customers on large loans made in Canadian currency.
- (d) The City shall not be liable for any interest on any invoice amount in respect of any period for any reason.

**9.4 Currency of Payment**

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

**9.5 Contested Claims for Payment**

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

**9.6 Audits**

- (a) The Supplier shall maintain up-to-date records and accounts which clearly document the provision of the Supply and shall make the same available to the City upon request. The City may request copies of all such records and accounts which shall be provided to the City by the Supplier (subject to reimbursement of the Supplier's reasonable copying costs and any other direct costs and expenses, if any) at any time prior to the expiry of 365 days after completion of all of the Supply or earlier termination of this Agreement. For avoidance of doubt, any records and accounts provided by the Supplier in

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

accordance with this Section 9.6(a) shall be deemed to be Confidential Information;

- (b) Not later than three years after the completion of all of the Supply or earlier termination of this Agreement, the City can itself, on notice of not less than 14 days, require that a firm of accountants, surveyors or other auditors nominated by it audit any such records and accounts of the Supplier by attending during normal working hours at the office where the records are maintained. For avoidance of doubt, any records and accounts or other documents provided by the Supplier in accordance with this Section 9.6(b) shall be provided only subject to the accountants, surveyors or other auditors, and each of them, being subject to and agreeing to meet such of the Supplier's reasonable requirements as to confidentiality as the Supplier deems (at its sole discretion) to be appropriate in the circumstances; and
- (c) Any underpayments by the Supplier discovered during the course of any such audit pursuant to Section 9.6(b) shall be payable by the Supplier to the City within 30 days of such discovery, and if the overpayments have been caused by an act or omission of the Supplier and the amount of those overpayments is no less than one quarter of the total amount paid by the City to the Supplier in respect of the Supply, then the costs of the relevant audit shall be for the account of the Supplier.

**9.7 Set Off**

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

**ARTICLE 10  
CERTAIN ADDITIONAL OBLIGATIONS OF THE CITY**

**10.1 Scheduled Items**

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

**10.2 Other Information**

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

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

**10.3 Decisions in Writing**

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

**10.4 Access to the Site**

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

**ARTICLE 11  
LIABILITY AND INSURANCE**

**11.1 Covenants of Indemnification by the Supplier**

- (a) The Supplier shall indemnify and keep indemnified and hold the City, and their respective officials, officers, employees and agents harmless against all losses, liabilities, claims, demands, costs and expenses (including legal fees), fines, penalties and charges (including those imposed by statute or otherwise imposed), arising out of or in connection with, or consisting of:
- i. any:
    - (A) damage to a Site or any part thereof, or any property whether located at a Site or otherwise, which occurs during the provision of the Supply;
    - (B) any claim by a Subcontractor under the *Builders Lien Act* (British Columbia);
    - (C) damage to the natural environment, including any remediation cost recovery claims;
    - (D) loss or damage arising from a claim by any third party concerning or arising out of the Supply, or by any employee or Subcontractor of the Supplier for any reason;
    - (E) occupational illness, injury or death of any person, whether at a Site or otherwise, which occurs during, or as a result of, the provision of the Supply;
    - (F) failure by the Supplier to fully comply with the provisions of this Agreement;
    - (G) breach by the Supplier or any Subcontractor of any Law in the course of, or as a result of, the provision of the Supply;

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

- (H) actual or alleged infringement of any Intellectual Property Rights caused by the provision of the Supply or the use of any process, work, material, matter, thing or method used or supplied by the Supplier or any Subcontractor in the provision of the Supply; or
- (I) breach of the warranties of the Supplier contained herein,  
in each case to the extent that it is due to any act, omission or default, or any breach of Law or this Agreement, of the Supplier, a Subcontractor or any Representative of the Supplier or any employee, agent or contractor of any of them; or
- ii. any defect in a good, work or material provided as part of the Supply or any failure of any such good, work or material to function safely or to satisfy any applicable safety standard.
- (b) Nothing in this Section 11.1 nor otherwise in this Agreement shall limit or exclude any direct liability (whether in contract, tort, for breach of statutory duty or any other legal basis) of the Supplier to any person, including without limitation any liability for:
  - i. the Supplier's default hereunder or fraud, fraudulent misrepresentation or reckless misconduct in the provision of the Supply; or
  - ii. any loss or damage flowing from the termination of this Agreement.
- (c) The Supplier appoints the City as the trustee of the Other City Entities and of their and the City's officials, officers, employees and agents in relation to the covenants of indemnification of the Supplier contained in this Section 11.1 and the City accepts such appointment.

## 11.2 Conduct of Claims

In the event of any claims, statutory fees, costs, charges, penalties (including without limitation any legal costs), contributions, compensations, cost recoveries, expenses or fines being levied or claimed from a person in respect of which an indemnity is provided by the Supplier pursuant to ARTICLE 11, the following provisions shall apply:

- (a) subject to Sections 11.2(b), 11.2(c) and 11.2(d), where it appears that a person is or may be entitled to indemnification from the Supplier in respect of all (but not part only) of the liability arising out of a claim, such person entitled to indemnification may at its sole election and subject to:
  - i. approval by any relevant insurers (without prejudice to Section 11.2(f); and
  - ii. the Supplier providing the party entitled to indemnification with a secured indemnity to its reasonable satisfaction against all costs and expenses (including legal expenses) that it may incur by reason of such action,

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

- permit or require the Supplier to dispute the claim on behalf of the person entitled to indemnification at the Supplier's own expense and take conduct of any defence, dispute, compromise, or appeal of the claim and of any incidental negotiations; provided that the person entitled to indemnification shall give the Supplier (provided at the Supplier's cost) all reasonable cooperation, access and assistance for the purposes of considering and resisting such claim;
- (b) with respect to any claim conducted by the Supplier pursuant to Section 11.2(a):
- i. the Supplier shall keep the person entitled to indemnification fully informed and consult with it about material elements of the conduct of the claim;
  - ii. the Supplier shall not bring the name of the person entitled to indemnification (or any Group Member thereof) into disrepute; and
  - iii. the Supplier shall not pay or settle such claims without the prior consent of the person entitled to indemnification, such consent not to be unreasonably withheld or delayed;
- (c) a person entitled to indemnification shall be free to pay or settle any claim on such terms as it thinks fit (and without prejudice to its rights and remedies under this Agreement) if:
- i. the Supplier is not entitled to, or is not permitted or instructed, take conduct of the claim in accordance with Section 11.2(a); or
  - ii. the Supplier fails to comply in any material respect with the provisions of Sections 11.2(a) or 11.2(b);
- (d) the person entitled to indemnification pursuant to ARTICLE 11 shall be free at any time to give notice to the Supplier that it is retaining or taking over (as the case may be) the conduct of any defence, dispute, compromise or appeal of any claim (or of any incidental negotiations) to which Section 11.2(a) applies. On receipt of such notice the Supplier shall promptly take all steps necessary to transfer the conduct of such claim to the person entitled to indemnification, and shall provide to the person entitled to indemnification all reasonable cooperation, access and assistance for the purposes of considering and resisting such claim;
- (e) if the Supplier pays to the person entitled to indemnification an amount in respect of an indemnity and the person entitled to indemnification subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the claim under the indemnity, the person entitled to indemnification shall forthwith repay to the Supplier whichever is the lesser of:
- i. an amount equal to the sum recovered (or the value of the saving or benefit obtained) less any out-of-pocket costs and expenses (including

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

legal expenses) properly incurred by the person entitled to indemnification in recovering the same; and

- ii. the amount paid to the person entitled to indemnification by the Supplier in respect of the claim under the relevant indemnity,

provided that there shall be no obligation on the part of the person entitled to indemnification to pursue such recovery and that the Supplier is repaid only to the extent that the amount of such recovery aggregated with any sum recovered from the Supplier exceeds any loss sustained by the person entitled to indemnification;

- (f) the Supplier shall inform the person entitled to indemnification of the requirements of any insurer who may have an obligation to provide an indemnity in respect of any liability arising under this Agreement and in relation to such the person entitled to indemnification shall issue instructions accordingly; and
- (g) any person entitled to an indemnity from the Supplier must take all reasonable measures to mitigate any loss, damage or liability that it may suffer in respect of any such matter.

### 11.3 Insurance

- (a) In addition to those mandatory insurance policies that the Supplier is required to carry by any applicable Laws, the Supplier shall take out and maintain in force, with a reputable insurance company, during the term of this Agreement and for a period of five years afterwards, commercial general liability insurance with coverage of not less than five million dollars (\$5,000,000) per occurrence and at least five million dollars (\$5,000,000) of annual aggregate coverage endorsing the City as an additional insured on a primary and non-contributory basis and providing a waiver of subrogation in favour of the City;
- (b) Automobile Liability Insurance with limits of not less than five million dollars (\$5,000,000) to be carried at all times on all licensed vehicles owned or leased by the Supplier, protecting the Supplier against damages from bodily injury (including death), and from claims for property damage arising out of operations of the Supplier, its employees or agents;
- (c) All Risk Contractor's Equipment Insurance covering all equipment, owned or rented, or for which the Supplier or any of his subcontractors may be responsible. Such insurance shall contain a waiver of subrogation clause in favour of the City, its officials, officers, employees and agents;
- (d) All Risk (Broad Form) Tenant's Legal Liability insurance for an amount not less than five hundred thousand dollars (\$500,000), such coverage to include the activities and operations conducted by the Supplier and third parties in the Site.

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

- (e) The Supplier shall ensure that any Subcontractors also maintain the same insurance as the Supplier, having regard to the obligations under this Agreement which they are contracted to fulfil.
- (f) The Supplier's liabilities under this agreement shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Section 11.3(a).
- (g) The cost of the insurances arising under this Section 11.3 shall be deemed to be incorporated into the prices specified in Schedule B.
- (h) As a condition precedent to any payment from the City to the Supplier under this Agreement, and as and when reasonably requested by the City, the Supplier shall provide documentary evidence (to the reasonable satisfaction of the City, including by completing the City's standard reporting documents used for this purpose) that the insurances required by this Section 11.3 have been taken out and are being maintained.

**ARTICLE 12**  
**FORCE MAJEURE; TERMINATION**

**12.1 Force Majeure**

- (a) Neither Party shall be deemed to be in breach of this Agreement or otherwise liable to the other Party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement reasonably due to Force Majeure.
- (b) If either Party's performance of its obligations under this Agreement is affected by an event of Force Majeure, then:
  - i. it shall give written notice to the other Party, specifying the nature and extent of the event of Force Majeure, within ten days after becoming aware of the event of Force Majeure;
  - ii. performance of such obligation(s) shall be deemed suspended but only for a period equal to the delay reasonably caused by such event;
  - iii. it shall not be entitled to payment from the other Party in respect of extra costs and expenses incurred by virtue of the event of Force Majeure;
  - iv. the Time(s) for Completion shall be extended to take into account such delay; and
  - v. within five days of the cessation of any Force Majeure event, the Party affected thereby shall submit a written notice to the other Party, specifying the actual duration of the delay of its obligations caused by the event of Force Majeure and the consequences resulting from such delay, and submit a specific plan to minimize and mitigate those consequences.



REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

- (c) The affected Party shall use all reasonable diligence in accordance with Good Industry Practice to mitigate the cause and the result of an event of Force Majeure and to remedy the situation and resume its obligations under this Agreement, including complying with any instructions from the City, as to how to do so.
- (d) Notwithstanding the obligations of a Party affected by an event of Force Majeure pursuant to Sections 12.1(b) and 12.1(c), if the event of Force Majeure renders it impossible or impractical for the Supplier to provide the Supply in accordance with this Agreement for a period of at least <del>45</del> 45 days, the City may terminate this Agreement upon notice delivered to the Supplier at any time following the expiration of such period of <del>45</del> 45 days.

## 12.2 City Suspension and Termination Rights

The City shall have the following rights:

- (a) The City may order the suspension of all or part of the Supply at any time and for such period as it determines, by notice with immediate effect to the Supplier, in the event of a Safety Incident; and upon receipt of any such notice of suspension, the Supplier shall immediately cease performing the Supply, minimise expenditure and comply with any reasonable instructions of the City relating to such Safety Incident, including any investigations.
- (b) Without prejudice to Section 12.2(a), the City may suspend all or part of the Supply (for such period as it determines) or terminate this Agreement at any time (and for its convenience) upon 30 days' written notice to the Supplier, which shall immediately upon receipt of such notice take all reasonable steps to wind down the performance of the Supply and to minimise expenditure, including complying with any instructions from the City as to how to do so.
- (c) If the City reasonably considers that the Supplier is not discharging any of its material obligations under this Agreement, the City may inform the Supplier by notice stating the grounds for the notice. If evidence of remediation satisfactory to the City, is not received as soon as practicable or in any case within 14 days or such longer period as agreed by the Parties, the City may by a further notice to the Supplier of at least 14 days terminate this Agreement.
- (d) The City may terminate this Agreement with immediate effect if:
  - i. the Supplier becomes bankrupt or insolvent, goes into liquidation, has a receiver or administrator appointed over it or any of its assets or undertakings, enters into any arrangement for the benefit of its creditors, becomes the subject of any moratorium or carries on business under a receiver, trustee, manager or arrangement for the benefit of its creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events; or
  - ii. a Change in Control of the Supplier occurs and the City reasonably considers that the Change in Control shall substantively affect the Supplier's ability to perform its obligations under this Agreement.

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

**12.3 Supplier Termination Rights**

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

- (a) the City commits any material or persistent breach(es) of its obligations under this Agreement which render(s) performance by the Supplier of its obligations under this Agreement or a substantial part thereof impossible or significantly adversely affect(s) such performance of this Agreement as a whole and further which, remain(s) irremediable after 90 days.

**12.4 Consequences of Termination**

The following consequences shall apply upon a termination:

- (a) On termination of this Agreement for any reason, the Supplier shall, as soon as reasonably practicable:
  - i. deliver to the City all work and Documentation produced by or on behalf of the Supplier during the course of performing the Supply;
  - ii. return (or destroy if otherwise directed by the City in writing) all Confidential Information provided to it for the purposes of this Agreement;
  - iii. return all of the City's Site access cards, equipment and other items provided under this Agreement, failing which, the City may enter the relevant premises and take possession thereof, and, until any such access cards, equipment and other items have been returned or repossessed, the Supplier shall be solely responsible for its or their safe-keeping;
  - iv. if so requested by the City, take reasonable steps to assign any Subcontractor contracts to the City and do all things and execute all documents necessary to give effect thereto; and
  - v. otherwise comply with all reasonable requirements of the City arising from the cessation of the Supply or the continuing development of the Site.
- (b) The Supplier shall be entitled to be paid its reasonable properly incurred costs of compliance with Section 12.4(a) and its reasonable demobilization costs, up to a maximum of \$500.00, in aggregate, save in circumstances in which the City reasonably claims that the termination was a consequence of a Safety Incident or a default by the Supplier in the provision of any part of the Supply, in which case all such costs shall be for the Supplier's own account.
- (c) On termination of this Agreement for any reason, the City shall be entitled to payment for any completed portion of the Supply rendered in full compliance

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

herewith prior to the time of termination, in accordance with Schedule B (Prices for Supply).

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

- (a) Termination of this Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
- (b) After termination of this Agreement, the provisions of Sections 3.6 and 9.6, ARTICLE 11, ARTICLE 14, ARTICLE 15 and ARTICLE 17 shall remain in force.

**ARTICLE 13  
ASSIGNMENT AND SUBCONTRACTING**

**13.1 Assignment**

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

**13.2 Subcontracting**

- (a) The Supplier shall not subcontract the whole or substantially all of the Supply.
- (b) Without prejudice to the foregoing Section 13.2(a), save in the case of Subcontractor(s) whose role in the provision of the Supply is expressly provided for in the schedules hereto (and only to the extent so provided for), the Supplier may not subcontract any part of the Supply without the City's prior written consent.
- (c) The Supplier shall include in each contract by which it engages a Subcontractor a provision allowing the benefit of such contract to be assigned by the Supplier to the City upon request.
- (d) The Supplier shall not without the written consent of the City (which shall not be unreasonably withheld or delayed) initiate or terminate any contract with a Subcontractor.
- (e) If the Supplier is unable to enter into a contract with a Subcontractor whose role in the provision of the Supply is expressly provided for in the schedules hereto, it shall as soon as reasonably practicable inform the City of the reason for such inability and procure the services of a replacement subcontractor that is acceptable to the City, acting reasonably.
- (f) The Supplier shall be responsible for the acts, defaults or neglect or any omission of each Subcontractor, its employees and agents in all respects as if they were the acts and defaults or neglect or omission of the Supplier its employees or agents themselves.

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

ARTICLE 14  
INTELLECTUAL PROPERTY

14.1 Intentionally Omitted

ARTICLE 15  
PRIVACY; CONFIDENTIALITY

15.1 Freedom of Information and Protection of Privacy Act

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

15.2 No Promotion

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

15.3 Confidentiality Obligations

Each Party shall keep the Confidential Information of the other Party confidential and each Party shall not use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement or where, in the case of the City, otherwise necessary to pursue the public business of the City (a "Permitted Purpose"), or disclose the Confidential Information in whole or in part to any third party, except as expressly permitted by this ARTICLE 15.

15.4 Disclosure to Representatives

A Party may disclose the other Party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that it informs such Representatives of the confidential nature of the Confidential Information prior to disclosure, and at all times it is responsible for such Representatives' compliance with the confidentiality obligations set out in this ARTICLE 15.

15.5 Disclosures Required by Law

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

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

**15.6 Other Disclosures by the City**

The City's obligations under this ARTICLE 15 are wholly subject to and qualified by, the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and, notwithstanding any other provision of this ARTICLE 15, the City may disclose Confidential Information in any manner compliant with such statute or otherwise in furtherance of its public role or duties, including in the course of publicly reporting to the Vancouver City Council.

**15.7 Interpretation; Enforcement and Survival**

- (a) Notwithstanding anything in this ARTICLE 15 to the contrary, nothing in this ARTICLE 15 shall affect the Parties' rights and obligations under ARTICLE 14.
- (b) The Parties acknowledge that a breach of any of the obligations or provisions contained in this ARTICLE 15 could cause the other Party to suffer loss which may not be adequately compensated for by damages and that the other Party may, in addition to any other remedy or relief, enforce the performance of this Agreement by injunction or specific performance upon application to a court of competent jurisdiction without proof of actual or special damage and notwithstanding that in any particular case damages may be readily quantifiable, and such breaching Party must not plead sufficiency of damages as a defence in the proceeding for such injunctive relief.

**ARTICLE 16  
TAXES**

**16.1 Taxes for Own Accounts**

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

**16.2 Withholding Taxes**

- (a) Notwithstanding any other provision to the contrary, if the City determines that it is necessary to satisfy its obligations under any Law relating to Taxes, the City may:
  - i. withhold an amount from a payment made to the Supplier; and
  - ii. pay the withheld amount directly to the relevant Competent Authority.
- (b) If an amount withheld in accordance with Section 16.2(a) is paid by the City to the relevant Competent Authority, it is deemed to have been paid to the

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

Supplier on the date on which the remainder of the payment to which it relates was paid to the Supplier.

- (c) The Supplier agrees and acknowledges that it has no claim against the City for any amounts withheld and paid to the relevant Competent Authority in accordance with Section 16.2(a).
- (d) If the City does not withhold an amount under Section 16.2(a) which it is required to withhold pursuant to any laws relating to Taxes, the Supplier agrees to pay that amount to the City, upon request by the City.
- (e) The Supplier agrees that the City shall not be required to increase any payment to the Supplier by the amount withheld by the City under Section 16.2(a)

**ARTICLE 17  
DISPUTE RESOLUTION**

**17.1 Optional Procedure**

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

**17.2 Arbitration**

In the event that Parties agree to arbitration pursuant to Section 17.1:

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

**ARTICLE 18  
MISCELLANEOUS**

**18.1 Time of the Essence**

Time is of the essence of this Agreement.

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

**18.2 Costs**

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

**18.3 Benefit of this Agreement**

- (a) This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties hereto.
- (b) Except as expressly set forth in the foregoing Sections 18.3(a) or 11.1, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Supplier.

**18.4 Entire Agreement**

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

**18.5 Amendments and Waiver**

Subject to Section 3.8, no modification of or amendment to this Agreement is valid or binding unless set forth in writing and fully executed by both of the Parties hereto and no waiver of any breach of any term or provision of this Agreement is effective or binding unless made in writing and signed by the Party purporting to give such waiver and, unless otherwise provided, is limited to the specific breach waiver.

**18.6 Notices**

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

- i. if to the Supplier:

<☐ Supplier Name>  
<☐ address>

Attention: <☐>  
Facsimile: <☐>

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

ii. if to the City:

**City of Vancouver**  
Supply Chain Management Department>  
453 West 12<sup>th</sup> Avenue  
Vancouver, BC V5Y 1V4

Attention: Category Manager, MRO  
Facsimile: 604-873-7057

or to such other address or facsimile number as may be designated by notice given by either Party to the other, provided that, notwithstanding the foregoing, the Supplier's invoices shall be addressed as specified in Section 9.3 or as otherwise specified in the relevant City purchase order.

- (b) Any order, demand, notice or other communication shall be conclusively deemed to have been given:
- i. if given by personal delivery, on the day of actual delivery thereof;
  - ii. if given by registered mail, on the tenth Business Day following the deposit thereof in the mail;
  - iii. if given by courier, on the Business Day following confirmation by the courier that the notice has been delivered; and
  - iv. if given by electronic transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

Notwithstanding the foregoing, if the Party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such demand, notice or other communication must not be mailed but must be given by personal delivery, courier or electronic transmission.

### 18.7 Governing Law and Jurisdiction

- (a) This Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia.
- (b) All provisions of the *International Sale of Goods Act* (British Columbia) are specifically excluded from application to this Agreement.
- (c) This Agreement is subject to the exclusive jurisdiction of the courts in the Province of British Columbia except:
  - i. as otherwise agreed by the Parties pursuant to ARTICLE 17; and



REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

- ii. to the extent necessary to enforce, in another jurisdiction, any decision or award made pursuant to ARTICLE 17 or any judgment of any court in the Province of British Columbia.

**18.8 Further Assurances**

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

**18.9 Severance**

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

**18.10 Counterparts**

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

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

**18.11 Independent Legal Advice**

THE SUPPLIER ACKNOWLEDGES THAT THE SUPPLIER HAS BEEN GIVEN THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE BEFORE EXECUTING THIS AGREEMENT.

**18.12 Electronic Execution**

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

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

**SUPPLIER NAME**

\_\_\_\_\_  
- Name, Position

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CITY OF VANCOUVER**

\_\_\_\_\_  
- Category Manager,  
Supply Chain Management

\_\_\_\_\_  
Date

\_\_\_\_\_  
- Chief Purchasing Official,  
Supply Chain Management

\_\_\_\_\_  
Date

\_\_\_\_\_  
- General Manager,  
Engineering Services

\_\_\_\_\_  
Date

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

SCHEDULE A -  
SCOPE OF GOODS AND SERVICES

<img alt="placeholder icon" data-bbox="112 155 130 170"/> The Scope of the Supplier's Supply, as finally negotiated and agreed, shall be clearly expressed in this Schedule A.>

<u>ITEM</u>	<u>DESCRIPTION</u>
<img alt="placeholder icon" data-bbox="112 265 130 280"/> Name 1>	<img alt="placeholder icon" data-bbox="505 265 523 280"/> Description 1.>
<img alt="placeholder icon" data-bbox="112 295 130 310"/> Name 2>	<img alt="placeholder icon" data-bbox="505 295 523 310"/> Description 2.>
<img alt="placeholder icon" data-bbox="112 325 130 340"/> Name 3>	<img alt="placeholder icon" data-bbox="505 325 523 340"/> Description 3.>

SAMPLE

REQUEST FOR PROPOSALS NO. PS20150170  
 PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
 PART D - FORM OF AGREEMENT

SCHEDULE B -  
 PRICES FOR SUPPLY

Schedule of Payment Matrix

Recyclable Material Category: FERROUS METALS AT VTS DEPOT

"A"	Market Indicator	"B"	"C"	"D"	"E"
Estimated Tonnes Per Year as set forth in Annex 2		Market Indicator Value for January, 2015  (C\$/tonne)	Fixed Market Indicator Adjustor Value  (C\$/tonne)	Calculated Unit Value for January, 2015 "D" = "B" + "C"  (C\$/tonne)	Calculated Annual Value "E" = "A" x "D"  (C\$)
2100	"American Metal Market Indicator"	\$274.27			

Example of the Ferrous Metal "American Metal Market Indicator" value calculation for January 2015:

Monthly Market indicator is US\$ 230.00 per gross ton x 0.9843 gross tons per tonne x 1.2115 (monthly average exchange rate for January 2015)) C\$ per US\$ = C\$274.27 per tonne

Recyclable Material Category: FERROUS METALS AT VTS DEPOT

Number of Containers	Dimensions and Volume for each Container  ( m, m <sup>3</sup> )	"F" Container Rental Fee  (C\$/month)	"G" Container Service Fee  (C\$/Service)

REQUEST FOR PROPOSALS NO. PS20150170  
 PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
 PART D - FORM OF AGREEMENT

Schedule of Payment Matrix

Recyclable Material Category: FERROUS METALS AT VL DEPOT

"A"	Market Indicator	"B"	"C"	"D"	"E"
Estimated Tonnes Per Year as set forth in Annex 2		Market Indicator Value for January, 2015  (C\$/tonne)	Fixed Market Indicator Adjustor Value  (C\$/tonne)	Calculated Unit Value for January 2015  "D" = "B" + "C"  (C\$/tonne)	Calculated Annual Value  "E" = "A" x "D"  (C\$)
1000	"American Metal Market Indicator"	\$274.27			

Example of the Ferrous Metal "American Metal Market Indicator" value calculation for January 2015:

Monthly Market indicator is US\$ 230.00 per gross ton x 0.9843 gross tons per tonne x 1.2115 (monthly average exchange rate for January 2015)) C\$ per US\$ = C\$274.27 per tonne.

Recyclable Material Category: FERROUS METALS AT VL DEPOT

Number of Containers	Dimensions and Volume for each Container  ( m, m <sup>3</sup> )	"F" Container Rental Fee  (C\$/month)	"G" Container Service Fee  (C\$/Service)

REQUEST FOR PROPOSALS NO. PS20150170  
 PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
 PART D - FORM OF AGREEMENT

Schedule of Payment Matrix

Recyclable Material Category: ALUMINUM AT VTS DEPOT

"A"	Market Indicator	"B"	"C"	"D"	"E"
Estimated Tonnes Per Year as set forth in Annex 2		Market Indicator Value for January 2015  (C\$/tonne)	Fixed Market Indicator Adjustor Value  (C\$/tonne)	Calculated Unit Value for January, 2015  "D" = "B" + "C"  (C\$/tonne)	Calculated Annual Value  "E" = "A" x "D"  (C\$)
12	"American Metal Market Indicator"	\$1,279.48			

Example of Aluminium "American Metal Market Indicator" value calculation for January 2015:

Monthly average for scrap aluminium is US cents 47.90 per pound x .01 dollars per cent x 2,204.83 pounds per tonne x 1.2115 (monthly average exchange rate for January 2015) C\$ per US\$ = C\$1,279.48 per tonne.

Recyclable Material Category: ALUMINUM AT VTS DEPOT

Number of Containers	Dimensions and Volume for each Container  ( m, m <sup>3</sup> )	"F"  Container Rental Fee  (C\$/month)	"G"  Container Service Fee  (C\$/Service)

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

SCHEDULE C -  
ITEMS TO BE PROVIDED BY THE CITY

None.

SAMPLE

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

SCHEDULE D -  
SPECIFIC DELIVERABLES

None.

SAMPLE



REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

SCHEDULE E -  
TIME SCHEDULE FOR SUPPLY

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SAMPLE

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

SCHEDULE F -  
PREFERRED SUPPLIERS

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SAMPLE

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

SCHEDULE G -  
PROJECT BUDGET

None.

SAMPLE

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

SCHEDULE H -  
CITY POLICIES

1. The City's Supplier Code of Conduct referred to on page A6 of the RFP.

SAMPLE

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

SCHEDULE I -  
KEY PROJECT PERSONNEL

None.

SAMPLE

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
PART D - FORM OF AGREEMENT

---

SCHEDULE J -  
SITE

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REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
ANNEX 1 - SCHEDULE OF DETAILED REQUIREMENTS

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1.0 Definitions

Where used in the Form of Agreement, the RFP, or Addenda (if any), or any other documents forming part of the Supply Agreement, the following definitions shall apply:

**“Aluminium”** means material products consisting primarily of aluminium including, but not limited to, doors, window blinds and lawn chairs. May include some non-aluminium components or attachments;

**“American Metal Market Indicator”** means that monthly average value per tonne (converted from US\$ per gross ton to C\$ per metric tonne using the Exchange Rate as defined in this section 1.0 and the conversion factor of 0.9843 gross tons per metric tonne) paid for Scrap ferrous metals, No.1 Heavy Melt, Export Yard in the Seattle/Portland area for ferrous metals; and that monthly average value per tonne (converted from US cents per pound to C\$ per metric tonne using .01 dollars per cent and the Exchange rate as defined in this section 1.0 and the conversion factor of 2204.83 pounds per metric tonne) paid for Scrap, Aluminum, Dealers, Old Aluminum Sheet and Cast in the San Francisco region for aluminum, as published in the trade publication entitled the American Metal Market, (Box 7701, Riverton, NJ 68077-7701). Copies of the pages showing the January, 2015 values are attached to this document as Annex 7;

**“Calculated Unit Value”** means for a given month and Recyclable Material Category, the sum of the Fixed Market Indicator Adjustor value proposed and the Market Indicator value. This is shown in the equation in column D of the Schedule of Payment Matrices.

**“Container”** means roll-off, Dumpster or Cart;

**“Container Rental”** means the monthly rental of each Container supplied by the Supplier;

**“Container Service for Roll-off”** means hauling a full Container from the Depot to the Supplier’s Receiving Facility and supplying a clean, empty, undamaged Container to the Depot. The schedule the Supplier shall Service the Containers on is contained in Section 4.0 Service Notification and Schedule;

**“Contaminant”** means a material not included, by contract definition, in the Recyclable Material Category as it is set out, but which may be acceptable within tolerable limits as defined in the Supply Agreement;

**“Depot/Recycling Depot”** means the City’s Recycling Depots;

**“Exchange Rate”** means that rate applied, accurate to four (4) decimal places, for the purpose of this Supplier Agreement, to convert U.S. Dollars (US\$) to Canadian Dollars (C\$), which is the Bank of Canada “Average Monthly Exchange” rate for a given month, as determined and released by the Bank of Canada, Vancouver office, Suite 300, 900 West Hastings Street, Vancouver, B.C., and which can be obtained after the end of each month from the Bank of Canada by phone at 1-800-303-1282 or on their

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
ANNEX 1 - SCHEDULE OF DETAILED REQUIREMENTS

---

web page at [www.bankofcanada.ca](http://www.bankofcanada.ca) A copy of the Average Monthly Exchange rate for March 2015 is attached as Annex 8;

**“Ferrous Metals”** means metal products consisting primarily of ferrous metal including, but not limited to, household appliances, car parts, air conditioners, bicycles and lawn mowers. May include non-metal components or attachments and any quantity of nonferrous metals. All refrigerants from appliances are removed by the City or other Agency prior to being placed in the container;

**“Fixed Market Indicator Adjustor”** means that value (negative or positive, but usually negative) per tonne proposed for a Recyclable Material Category, which is added to the Market Indicator value in a given month to determine the price paid per tonne to the City for that particular Recyclable Material Category. The Fixed Market Indicator Adjustor value shall remain unchanged for the duration of the Supply Agreement, unless adjusted by the City Engineer as set forth in Section 7.0;

**“Inspector”** means that representative of the City who is authorized to ensure the Supplier’s conformance to the terms and conditions of the Supply Agreement with respect to workmanship, conduct, and reporting;

**“Load”** means that quantity of material hauled by a single vehicle and delivered to the Supplier’s receiving facility;

**“Market Indicator”** means the value of the American Metal Market Indicator as herein defined;

**“Out Throw”** means that material delivered to the Supplier for the purpose of recycling, which is accepted as recyclable by the Supplier, without downgrade, as set forth in the Supply Agreement, but which is not processed by the Supplier into a recyclable or reusable form and subsequently must be disposed of;

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

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

**“Receiving Facility”** means the Supplier’s facility for receiving, weighing and grading of Recyclable Materials;

**“Recyclable Material”** means that material received by the Supplier for the purpose of being recycled into new products that includes, but is not necessarily limited to Ferrous Metals, and Aluminium.

**“Recyclable Material Category”** means the Recyclable Material Categories that may be received by the Supplier under this contract, as follows:

- a) Ferrous Metals;
- b) Aluminum;



REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
ANNEX 1 - SCHEDULE OF DETAILED REQUIREMENTS

---

“**Recycling Plant**” means a plant that takes the Recyclable Material and produces an interim recycled material for resale to a manufacturer of an end product or a plant that takes the Recyclable Material and produces an end product;

“**Rental**” refer to definition under Container Rental;

“**Roll-off**” means container serviced by a truck that loads the container on the truck and hauls it away to be emptied.

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

“**Service/Servicing**” refer to the definitions for Container Service for Roll-off and Container Service for Dumpster or Cart.

“**Throughput**” means the material that is delivered to the Supplier for the purpose of recycling and is accepted as Recyclable by the Supplier;

“**Tonnes**” means metric tonnes;

“**VL Depot**” means the City operated Recycling Depot located at the Vancouver Landfill, 5400 block - 72nd Street, Delta, B.C.;

“**VTS Depot**” means the City operated Recycling Depot located at the Vancouver South Transfer Station, 377 West Kent Avenue North, Vancouver, B.C.;

“**Work**” means the supply and Servicing of Containers where applicable, and the receiving, processing, marketing, selling and transporting or arranging to transport to market, for the purpose of recycling or reusing the Recyclable Materials delivered to the Supplier, and all other things necessary and incidental to the performance of these activities.

**Note:** The City reserves the right to change these definitions, in consultation with the Supplier, at any time during the Supply Agreement Term, and such changes will become effective by the issuance of an addendum to the Supply Agreement.

## 2.0 Depot Operation and Material Servicing Requirements

For the Recyclable Material Categories that require the Supplier to supply a Container(s) the Proponent shall enter the proposed dimensions and volume of each Container(s) in the Schedule of Payment Matrices in Annex 3. Containers supplied by the Supplier shall be at all times undamaged, and clean and free of any debris or contaminants. The suitability of any Container supplied shall be at the sole discretion of the City. The schedule the Supplier shall Service the Container(s) on is contained in Section 3.0 Operating Hours and Section 4.0 Service Notification and Schedule. Depot safety requirements must be adhered to at all times when on site at either Depot as further outlined in section 5.0 of this Annex 1.

To improve efficiency and provide easier access to the VTS Depot it is anticipated that the location and configuration of the VTS Depot will change in 2016. Plans are in the conceptual design stage. The numbers, sizes and types of bins for scrap metal may

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
ANNEX 1 - SCHEDULE OF DETAILED REQUIREMENTS

---

need to be adjusted at that time. Customer access will be off Yukon Street. More information will be provided when the plans have been finalized. The City and any successful Proponent will work together to ensure a smooth transition and to minimize any impacts on service caused by the reorganization at the VTS.

The configuration of the VL Depot will also change in 2016. In the new layout, scrap metal will be loaded by customers into roll off bins as opposed to on the ground then loaded into bins for transport by Staff. The bins will be at a lower level so the customers can drop the material into the top of the bin. There may be some impact on the numbers and type of bins, as well as the need for efficient service. The City and any successful Proponent will work together to ensure a smooth transition and to minimize any impacts on service caused by the reorganization at the VL.

(a) Ferrous Metals at VTS Depot

The Supplier shall be responsible for the supply and Servicing of at least four (4) open top Roll-off Containers. The Supplier shall also provide for the option of supplying and Servicing a fifth open top Roll-off Container during the busy months of April to September, if required by the City.

The first three (3) Containers are filled directly by the public and will primarily receive household Ferrous Metals such as car parts, smaller scrap metal products and household appliances. An additional Container for this purpose may be required during the busy months of April to September. One (1) or more of these Containers may sit in an uncovered area until needed. The City is currently supplied with three (3) 45 cubic metre Containers and this is the preferred size for these Containers. The maximum height of these Containers shall be 2.1 metres.

The fourth Container shall be located in the recessed, uncovered bay. This bay is 13.6 metres long and can accommodate a Container with a width of 3.4 metres. Proponents should note that physical access to the bay is somewhat restricted. This Container will be primarily used for large appliances (including fridges, stoves, hot water tanks, etc.) and other large items. The City is currently supplied with one (1) 25 cubic metre Container and this is the preferred size for this Container. The height of the Container shall be a maximum of 2.1 metres.

(b) Ferrous Metals at VL Depot

The Supplier shall be responsible for the supply and Servicing of two (2) open top Roll-off Containers for the collection of household Ferrous Metals such as car parts, scrap metal products and appliances of all sizes. The public place the material on the ground and City staff fill the two (2) Containers. The City is currently supplied with two (2) 30 cubic metre Containers and this is the preferred size for these Containers. The maximum height of these Containers shall be 2.4 metres. The Supplier shall place the Containers in an uncovered location designated by the City.

(c) Aluminum at VTS Depot

**REQUEST FOR PROPOSALS NO. PS20150170**  
**PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS**  
**ANNEX 1 - SCHEDULE OF DETAILED REQUIREMENTS**

---

The City owns one (1) 1.5 cubic metre Container for the collection of scrap aluminium materials as deposited directly by the public. City staff empty this Container into a Supplier supplied and Serviced open top, Roll-off Container that sits just outside the Depot at the rear in an uncovered location. The City is currently supplied with one (1) 15 cubic metre Container and this is the maximum size for this Container, as the area the Container sits in is somewhat restricted. The maximum height of this Container shall be 2.1 metres.

### **3.0 Operating Hours**

The VTS Depot is open seven (7) days per week. Statutory holiday hours may be restricted at the City's discretion and hours are to be confirmed by the City a minimum of 14 days prior to the date of each holiday. Container Servicing by the Supplier may occur anytime the depot is open. VTS Depot operating hours may vary in the future:

Monday to Friday      5:30am to 7:00pm;  
Saturday and Sunday 8:00am to 6:00pm;  
Statutory holidays    To be announced;

The VL Depot is open seven (7) days per week. Statutory holiday hours may be restricted at the City's discretion and hours are to be confirmed by the City a minimum of 14 days prior to the date of each holiday. Container Servicing by the Supplier may occur anytime the depot is open. VL Depot operating hours may vary in the future:

Monday to Friday      7:30am to 6:00pm;  
Saturday and Sunday 8:00am to 6:00pm;  
Statutory holidays    To be announced;

### **4.0 Service Notification and Schedule**

The Supplier will be responsible for establishing a Service frequency acceptable to the City for collection of Recyclables at each Depot without being notified to do so by the City. However, at any time, if notified by the City, the Supplier shall Service the VTS Depot or VL Depot and this overrides any regularly scheduled Service established by the Supplier.

The Depots shall not be without a usable Container for a particular Recyclable Material Category for longer than five (5) hours during Depot operating hours. A usable Container is a clean, undamaged Container that is not full. The Container shall also be of the proper type and size for a particular Recyclable Material Category as defined in Section 2.0 and in the Proposal in the Schedule of Payment Matrix. While five (5) hours is the maximum length of time that a Depot can be without a usable Container, it is expected that the Supplier will generally provide Container Servicing more quickly than this.

### **5.0 Depot Safety**

When onsite at the Depots, the Supplier's workers and Subcontractor's workers must at all times wear high visibility vests, steel toed safety boots, and safety eyewear.

**REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
ANNEX 1 - SCHEDULE OF DETAILED REQUIREMENTS**

---

Workers must participate in and sign off on the Site Safety Orientation and Agreement for each Depot before or at the time of the first service call. They will be required to meet with a Depot supervisor or delegate to review the orientation documentation and to discuss questions that they may have. Copies of the Site Safety Orientation and Agreement for each Depot are attached as Annex 9 and 10 to the RFP.

**6.0 Unit Price**

Payment shall be made on the basis of the Calculated Unit Value for each Recyclable Material Category, the weight of each category accepted in the month, the Container Rental Fee, where applicable, and the Container Service Fee, where applicable, as set forth in this Section and in Sections 8.0, 9.0 and 10.0 of this Annex 1.0.

The Calculated Unit value for the month for the Recyclable Material Categories that are tied to a Market Indicator shall be determined according to the equations in column D of the Schedule of Payment Matrices using both the Fixed Market Indicator Adjustor value proposed for that category in column C and the monthly value of the Market Indicator for that category, as set forth in Section 7.0, and as calculated and submitted by the Supplier and as verified by the City. The Fixed Market Indicator Adjustor value shall remain unchanged for the duration of the Supply Agreement unless adjusted by the City as set forth in Section 7.0.

**7.0 Market Indicator Values**

The Market Indicator value for Ferrous Metals is determined monthly and is the value for the American Metal Market indicator as defined in Section 1.0 of this Annex 1.0.

The Market Indicator value for Aluminum is determined monthly and is the value for the American Metal Market Indicator as defined in Section 1.0 of this Annex 1.0.

If one (1) or more of these indicators ceases to be published or released, or if one (1) or more is published or released in a form that, in the opinion of the City, is no longer suitable for the purposes of the Supply Agreement, then the City shall be the sole judge in determining a replacement indicator to be used. The Fixed Market Indicator Adjustor value shall be adjusted by the City to reflect the difference, if any, between the original Market Indicator value for the last month for which it was used, and the replacement Market Indicator value for that month. The City's determination of the replacement Market Indicator(s) and the adjustment(s) to the Fixed Market Indicator Adjustor value(s) shall be final and binding.

**8.0 Weighing and Grading**

At the VL Depot, at each servicing the vehicle shall be weighed at the Landfill scales upon entering (without a load) and upon leaving (with a load).

At the VTS Depot, at each servicing the vehicle shall be weighed at the Transfer Station scales on the way out (with a load). The Supplier will be required to provide to the City the tare weights of vehicles that will be used to Service the VTS.

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
ANNEX 1 - SCHEDULE OF DETAILED REQUIREMENTS

---

This requires that the truck joins and processes through the regular line-up for the scales at both the Transfer Station and Landfill. The weigh master will provide a copy of the weigh slip to the driver.

#### 9.0 Weight and Payment Summary

By the fifteenth day following the end of each month the Supplier shall provide to the City a summary report ("Monthly Summary") itemizing the loads processed for the previous month. Each Monthly Summary shall include, as a minimum (and in such form or format as required by the City):

- i. The date of each collection;
- ii. The weight of each load;
- iii. A copy of each weighscale ticket applicable to each load;
- iv. Container service fees;
- v. Bin Rental fees;
- vi. American Metal Market Indicator value for the month, including a copy of the appropriate page in the American Metal Market trade publication;
- vii. The monthly average Exchange Rate;
- viii. The fixed market indicator value;
- ix. The calculated unit value;
- x. The amount owing to the City;
- xi. All other supporting documentation relating to the Supply; and
- xii. Such other information as the City may require from time to time.

Monthly Summary reports should be sent to:

Recycling Coordinator  
Solid Waste Management Branch  
c/o Engineering Services  
320-507 West Broadway  
Vancouver, BC V5Z 0B4

Or e-mailed to: [doug.thomas@vancouver.ca](mailto:doug.thomas@vancouver.ca)

The City shall verify the accuracy of the monthly summary reports and, in case of discrepancies the City's determination of the weights and calculations shall supersede the Supplier's determination of the weights and calculations and shall be final and binding.

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
ANNEX 1 - SCHEDULE OF DETAILED REQUIREMENTS

---

Total payment due to the City shall be the product of the Calculated Unit Value and the weight in tonnes, less any applicable Container Rental Fees and Container Service Fees, plus taxes.

**10.0 Invoice/Payment Process**

After the Monthly Summary report has been verified by the city, the City will send an invoice to the Supplier for the amount owing to the City for the relevant month. The Supplier shall submit payment to the City within 30 days after receipt of the invoice.

Payment cheques shall be made payable to the City of Vancouver and shall be accompanied by a copy of the invoice. Electronic funds transfer will also be available for making payments.

**11.0 Intentionally Omitted**

**12.0 Processing and Marketing**

It is the sole responsibility of the Supplier to seek out and develop end markets for the Recyclable Materials, and perform any further processing required to prepare the Recyclable Materials for these markets.

**13.0 End Use Requirements**

All recyclable materials must be sold or traded at fair market value for the sole purpose of being reused or recycled into new products. Proponents are required to furnish a complete list of the proposed end markets and uses for the Recyclable Materials and the successful Supplier will be required to provide an updated list annually. For each material there must be at least one potential end market listed, including the Recycling Plant(s) location, and the name, address, and telephone number of the Recycling Plant(s) contact person(s). The City will treat this information as confidential, only if it is submitted in a plain sealed envelope and clearly labeled "End Markets - Confidential".

The Supplier must provide details of all markets for all materials within seven (7) calendar days of being requested to do so by the City. The City reserves the right to verify the market details provided by the Supplier by contacting the Recycling Plant(s) directly and obtaining the records of materials delivered to the Recycling Plant(s) by the Supplier. If the City is of the opinion that the records of the Supplier and those of the Recycling Plant(s) do not agree, the Supply Agreement may be cancelled at the option of the City.

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

**14.0 Allowable Out Throw**

From the total weight of material received by the Supplier and rated as acceptable pursuant to the material specifications of the Supply Agreement, total Out Throw from these materials by the Supplier shall not exceed five percent (5%) of input by weight on a monthly basis. The Supplier will be expected to recover as much Recyclable

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
ANNEX 1 - SCHEDULE OF DETAILED REQUIREMENTS

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Material as possible from rejected Loads, but any Contaminants or Prohibitive Materials from rejected Loads will not be included in the five percent (5%) Out Throw allowance.

**15.0 Residual Management**

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

**16.0 Kick-Off Meeting**

Prior to commencing any work the successful Supplier(s) will be required to attend a kick-off meeting to review roles, contact information, safety requirements, logistics and any other relevant issues. Separate meetings will be held for each Depot.

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
ANNEX 2 - SCHEDULE OF APPROXIMATE QUANTITIES

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Schedule of Approximate Quantities

The quantities contained in the following table will be used to calculate the annual proposed values for the purpose of Proposal evaluation, but the City makes no guarantee that these quantities represent the actual quantities of material that will be received and processed during the term of the Supply Agreement and reserves the right to provide greater or lesser quantities of some or all of the Recyclable Materials during the term of the Supply Agreement. These quantities are provided solely for the purpose of evaluating Proposals.

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

Recyclable Material Category	Estimated Quantities (Tonnes per Year)	
	VTS Depot	VL Depot
Ferrous Metals	2100	1000
Aluminium	12	N/A



REQUEST FOR PROPOSALS NO. PS20150170  
 PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
 ANNEX 3 - SCHEDULE OF PAYMENT MATRIX

ANNEX 3 - 1  
Schedule of Payment Matrix

Recyclable Material Category: FERROUS METALS AT VTS DEPOT

"A"	Market Indicator	"B"	"C"	"D"	"E"
Estimated Tonnes Per Year as set forth in Annex 2		Market Indicator Value for January, 2015	Fixed Market Indicator Adjustor Value	Calculated Unit Value for January, 2015 "D" = "B" + "C"	Calculated Annual Value "E" = "A" x "D"
		(C\$/tonne)	(C\$/tonne)	(C\$/tonne)	(C\$)
2100	"American Metal Market Indicator"	\$274.27			

Example of the Ferrous Metal "American Metal Market Indicator" value calculation for January 2015:

Monthly Market indicator is US\$ 230.00 per gross ton x 0.9843 gross tons per tonne x 1.2115 (monthly average exchange rate for January 2015)) C\$ per US\$ = C\$274.27 per tonne

Recyclable Material Category: FERROUS METALS AT VTS DEPOT

Number of Containers	Dimensions and Volume for each Container  ( m, m <sup>3</sup> )	"F"	"G"
		Container Rental Fee  (C\$/month)	Container Service Fee  (C\$/Service)

REQUEST FOR PROPOSALS NO. PS20150170  
 PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
 ANNEX 3 - SCHEDULE OF PAYMENT MATRIX

ANNEX 3 - 2  
Schedule of Payment Matrix

Recyclable Material Category: FERROUS METALS AT VL DEPOT

"A"	Market Indicator	"B"	"C"	"D"	"E"
Estimated Tonnes Per Year as set forth in Annex 2		Market Indicator Value for January, 2015  (C\$/tonne)	Fixed Market Indicator Adjustor Value  (C\$/tonne)	Calculated Unit Value for January 2015  "D" = "B" + "C"  (C\$/tonne)	Calculated Annual Value  "E" = "A" x "D"  (C\$)
1000	"American Metal Market Indicator"	\$274.27			

Example of the Ferrous Metal "American Metal Market Indicator" value calculation for January 2015:

Monthly Market indicator is US\$ 230.00 per gross ton x 0.9843 gross tons per tonne x 1.2115 (monthly average exchange rate for January 2015)) C\$ per US\$ = C\$274.27 per tonne.

Recyclable Material Category: FERROUS METALS AT VL DEPOT

Number of Containers	Dimensions and Volume for each Container  ( m, m <sup>3</sup> )	"F"  Container Rental Fee  (C\$/month)	"G"  Container Service Fee  (C\$/Service)

REQUEST FOR PROPOSALS NO. PS20150170  
 PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
 ANNEX 3 - SCHEDULE OF PAYMENT MATRIX

ANNEX 3 - 3  
Schedule of Payment Matrix

Recyclable Material Category: ALUMINUM AT VTS DEPOT

"A"	Market Indicator	"B"	"C"	"D"	"E"
Estimated Tonnes Per Year as set forth in Annex 2		Market Indicator Value for January 2015	Fixed Market Indicator Adjustor Value	Calculated Unit Value for January, 2011	Calculated Annual Value
		(C\$/tonne)	(C\$/tonne)	"D" = "B" + "C" (C\$/tonne)	"E" = "A" x "D" (C\$)
12	"American Metal Market Indicator"	\$1,279.48			

Example of Aluminium "American Metal Market Indicator" value calculation for January 2015:

Monthly average for scrap aluminium is US cents 47.90 per pound x .01 dollars per cent x 2,204.83 pounds per tonne x 1.2115 (monthly average exchange rate for January 2015) C\$ per US\$ = C\$1,279.48 per tonne.

Recyclable Material Category: ALUMINUM AT VTS DEPOT

Number of Containers	Dimensions and Volume for each Container	"F"	"G"
	( m, m <sup>3</sup> )	Container Rental Fee (C\$/month)	Container Service Fee (C\$/Service)

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

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

2. **NAMED INSURED** *(must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)*

**BUSINESS TRADE NAME or DOING BUSINESS AS**

**BUSINESS ADDRESS**

**DESCRIPTION OF OPERATION**

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

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

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

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

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

INSURER _____	<b>Limits of Liability -</b>
POLICY NUMBER _____	Combined Single Limit \$ _____
POLICY PERIOD From _____ to _____	<i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i>

6.  **UMBRELLA OR**  **EXCESS LIABILITY INSURANCE** **Limits of Liability (Bodily Injury and Property Damage Inclusive) -**

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

7. **PROFESSIONAL LIABILITY INSURANCE**

INSURER _____	<b>Limits of Liability</b>
POLICY NUMBER _____	Per Occurrence/Claim \$ _____
POLICY PERIOD From _____ to _____	Aggregate \$ _____
	Deductible Per Occurrence/Claim \$ _____

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

8. **OTHER INSURANCE**

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

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

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

Dated \_\_\_\_\_

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

REQUEST FOR PROPOSALS NO. PS20150170  
PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
ANNEX 5 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

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**DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE**

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

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

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

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

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

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

Signature: \_\_\_\_\_

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

**REQUEST FOR PROPOSALS NO. PS20150170  
 PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
 ANNEX 6 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE**

**Purpose:** This document is designed to identify suppliers who are going above the minimum standards in the Supplier Code of Conduct and are demonstrating sustainability leadership in their own operations as part of the evaluation criteria of a bid process.

As part of the City’s corporate Purchasing Policy and related Supplier Code of Conduct, all City vendors must meet minimum requirements related to ethical, social and environmental standards. Beyond these basic requirements, the City would also like to reward vendors that are demonstrating leadership and innovation in sustainability. In order to be able to do so, the City requires that all suppliers bidding on a City contract answer the following questions. The answers to the questionnaire will be evaluated as part of the bid evaluation process.

You will need to be able to verify all your answers to the City upon request. Please keep in mind that these questions relate to your company’s internal operations and overall sustainability leadership.

**Section 1: Fair Workplace Practices**

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. Does your company know the locations of 100% of the facilities that produce your products?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Does your company have a documented Supplier Code of Conduct or policy that sets internationally recognized minimum labour standards that you expect your suppliers to meet when manufacturing your products? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. Explain how your company verifies compliance to the standards in the Supplier Code of Conduct and/or Purchasing Policy.   |                              |                             |
| a) We conduct third party audits of factories we work with.  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b) We conduct internal audits of our supply chain and work with our supply base to resolve issues.   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c) We publicly disclose the names and locations of our factories.  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| d) We rely on a complaint-based system to identify supplier non-compliance.  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. Explain which memberships you hold with organizations that work to promote fair and reasonable employment conditions for workers.   |                              |                             |
| a) We are a member of <a href="#">Fair Labour Association</a> or <a href="#">Social Accountability International</a> or <a href="#">Worker’s Rights Consortium</a>   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b) We are a member of <a href="#">Fair Factories Clearinghouse</a> or <a href="#">Sedex</a>  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c) We are a member of another organization that promotes fair and reasonable employment conditions   | Please specify _____         |                             |

REQUEST FOR PROPOSALS NO. PS20150170  
 PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
 ANNEX 6 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

**Section 2: Workplace Health & Safety, Wage Rates and Diversity**

**5. Explain how your company works to promote workplace health and safety.**

a) We have a documented Health & Safety Policy and Program that is openly endorsed by senior management and is updated on an annual basis	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have a Health & Safety Manual that includes safe work procedures, incident investigation process with the intent of prevention, workplace inspection process and emergency preparedness and response.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We conduct hazard assessments and job task-specific health & safety training on an annual basis	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We are registered with one or more of these Safety Management Systems/Programs:		
OHSAS 18001	<input type="checkbox"/> Yes	<input type="checkbox"/> No
CAN/CSA Z1000	<input type="checkbox"/> Yes	<input type="checkbox"/> No
ANSI Z10	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We have a system registered, certified or recognized by another standard	Please specify _____	
f) We adhere to one or more of the ILO health and safety resolutions	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g) We have a non-registered audited health and safety management system	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**6. Explain how you ensure fair wages and employee benefits**

a) We pay all of our staff a minimum wage that meets the regional LICO (See <a href="http://www.statcan.gc.ca/pub/75f0002m/2009002/tbl/tbl-2-eng.htm">http://www.statcan.gc.ca/pub/75f0002m/2009002/tbl/tbl-2-eng.htm</a> for wage amounts)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We pay benefits to all of our full-time employees	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**7. Explain your strategy to address diversity in your workplace.**

a) We have a policy or strategy to support hiring a diverse workforce	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have a policy or strategy to purchase from diverse contractors / suppliers	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We participate in work/employment training programs for vulnerable/diverse populations (e.g. Social purchasing portal)	<input type="checkbox"/> Yes	<input type="checkbox"/> No

REQUEST FOR PROPOSALS NO. PS20150170  
 PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
 ANNEX 6 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

Please specify

**Section 3: Environmental Management & Stewardship**

**8. Explain what policies and programs your company has in place to manage its environmental impact.**

a) We have a documented Environmental or Sustainability Policy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have an environmental management system registered to ISO 14001	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We have a system registered, certified or recognized by another standard (e.g. EMAS) Please specify _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have a non-registered audited environmental management system	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We conduct compliance audits to health, safety and environmental legislation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f) We produce a publicly available annual environmental, CSR, sustainability or accountability report	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**9. Explain how your company works to reduce its greenhouse gas (GHG) emissions.**

a) We measure our GHG emissions and have developed a reduction strategy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We publicly report our GHG emissions	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We have set publicly available GHG reduction targets	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have set a target for the use of renewable or alternative forms of energy and have developed a strategy to reach this target	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We have retrofitted our facilities, our fleet and/or made process improvements to decrease GHG emissions and energy use.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f) We have an alternative transportation program for employees (e.g. public transit subsidy, cycling facilities, carpooling program)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g) We purchase from shipping/delivery companies that have taken steps to reduce their GHG emissions.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
h) We operate in third party verified green buildings and have developed a plan to meet third party verified standards (such as LEED, BREEAM, etc) in as many of our facilities as possible.	<input type="checkbox"/> Yes	<input type="checkbox"/> No



REQUEST FOR PROPOSALS NO. PS20150170  
 PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
 ANNEX 6 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

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Please specify the verification system \_\_\_\_\_:

**10. Explain how your company works to reduce waste in its daily operations.**

- |   |                              |                             |
|---|------------------------------|-----------------------------|
| a) We conduct regular audits to measure the total amount of solid waste generated by our facilities and have a waste reduction strategy | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b) We have set publicly available waste reduction targets   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c) We have an office recycling program that includes office paper, beverage containers, batteries and printer cartridges                | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| d) We have other recycling programs in our operations   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Please specify additional materials recycled:

**11. Explain how your company works to reduce the use of toxins and properly manage hazardous substances.**

- |   |  |                             |
|---|--|-----------------------------|
| a) We are not in violation with any local, national or international laws related to the use of toxins and management of hazardous substances                         | <input type="checkbox"/> Yes (We are not). | <input type="checkbox"/> No |
| d) We have a Toxic Reduction Strategy/Policy that aims to reduce toxins across all operations   | <input type="checkbox"/> Yes               | <input type="checkbox"/> No |
| e) We measure the implementation of our Toxic Reduction Strategy/Policy against a pre-determined set of performance metrics and verify performance with a third-party | <input type="checkbox"/> Yes               | <input type="checkbox"/> No |

REQUEST FOR PROPOSALS NO. PS20150170  
 PROCESSING AND MARKETING OF SCRAP METAL FROM CITY RECYCLING DEPOTS  
 ANNEX 6 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

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**Back-up Documentation to Verify Responses**

The City reserves the right to verify responses on this questionnaire and may request some or all of the following documentation.

Section	Question	Back-up Documentation
Section 1  Fair Workplace Practices	Question 1	<ul style="list-style-type: none"> <li>• Location details of factory locations</li> </ul>
	Question 2	<ul style="list-style-type: none"> <li>• A copy of Supplier Code of Conduct or policy</li> </ul>
	Question 3	<ul style="list-style-type: none"> <li>• A copy of third-party audit reports</li> <li>• A list of publicly disclosed factories</li> </ul>
	Question 4	<ul style="list-style-type: none"> <li>• Proof of membership</li> </ul>
Section 2  Workplace Health and Safety	Question 5	<ul style="list-style-type: none"> <li>• A copy of policy</li> <li>• Proof of safety management system certification</li> </ul>
	Question 6	<ul style="list-style-type: none"> <li>• Documentation of employee benefit packages and a list of those who receive benefits</li> </ul>
	Question 7	<ul style="list-style-type: none"> <li>• A copy of policies</li> </ul>
Section 3  Environmental Management and Stewardship	Question 8	<ul style="list-style-type: none"> <li>• A copy of policy</li> <li>• Proof of environmental management system certification</li> <li>• A copy of public report</li> </ul>
	Question 9	<ul style="list-style-type: none"> <li>• Copy of public report</li> <li>• A copy of reduction targets and related results</li> <li>• Proof of LEED, BEEAMA, etc. certification</li> </ul>
	Question 10	<ul style="list-style-type: none"> <li>• Total tonnes of solid waste generated</li> <li>• A copy of reduction targets</li> </ul>
	Question 11	<ul style="list-style-type: none"> <li>• Copy of strategy/policy</li> <li>• A copy of reduction targets and related results</li> <li>• Copy of third-party audit/verification</li> </ul>



**Disclaimer: Important Please Read Carefully**

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**Effective Date :** 03/30/2015

**Material/Location :** Scrap, aluminum, Old sheet & cast / San Francisco

Material	Location	Low Price	High Price	Currency	Unit of Measure	Date
Scrap, aluminum, Old sheet & cast	San Francisco	48	50	US (cents)	Pound	1/2/2015



**Disclaimer: Important Please Read Carefully**

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**Effective Date :** 03/30/2015

**Material/Location :** Scrap, ferrous, No. 1 heavy melt - Export yard / Seattle/Portland

Material	Location	Low Price	High Price	Currency	Unit of Measure	Date
Scrap, ferrous, No. 1 heavy melt - Export yard	Seattle/Portland	230	230	US (dollar)	Gross Ton	1/2/2015

Everything 

FR

[Home](#) » [Statistics](#) » [Exchange Rates](#) » Daily Noon Exchange Rates: 10-Year Lookup

## Daily Noon Exchange Rates: 10-Year Lookup

All Bank of Canada exchange rates are indicative rates only, obtained from averages of transaction prices and price quotes from financial institutions. Please read our full [terms and conditions](#) for details.

View or save this data in: [SDMX](#), [XML](#), [CSV](#)

### View data for the past:

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- [2 weeks](#)
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- [6 months](#)
- [1 year](#)

### U.S. dollar (noon)

<b>Low [High]</b>	2015-03-04	1.2440 CAD [0.8039 USD]
<b>Average</b>	2015-03-02 — 2015-03-31	1.2619 CAD [0.7924 USD]
<b>High [Low]</b>	2015-03-13	1.2803 CAD [0.7811 USD]

Date <input type="checkbox"/>	1 USD -> CAD	1 CAD -> USD

2015-03-02	1.2535	0.7978	ANNEX 8
2015-03-03	1.2452	0.8031	
2015-03-04	1.2440	0.8039	
2015-03-05	1.2482	0.8012	
2015-03-06	1.2616	0.7926	
2015-03-09	1.2598	0.7938	
2015-03-10	1.2633	0.7916	
2015-03-11	1.2764	0.7835	
2015-03-12	1.2691	0.7880	
2015-03-13	1.2803	0.7811	
2015-03-16	1.2765	0.7834	
2015-03-17	1.2769	0.7831	
2015-03-18	1.2771	0.7830	
2015-03-19	1.2744	0.7847	
2015-03-20	1.2595	0.7940	
2015-03-23	1.2516	0.7990	
2015-03-24	1.2511	0.7993	
2015-03-25	1.2513	0.7992	
2015-03-26	1.2471	0.8019	
2015-03-27	1.2580	0.7949	
2015-03-30	1.2689	0.7881	
2015-03-31	1.2683	0.7885	



## About

Developed or Revised (most recent date):  
Next Scheduled Review / Revision:

June 2012  
January 2014

## SITE SAFETY ORIENTATION / AGREEMENT

The City of Vancouver, Transfer & Landfill Operations Branch requires that all persons working on the Vancouver Landfill (VLF) site receive the following orientation before any work begins. The orientation includes an outline of safety issues and requirements at the Landfill. All individuals shall understand, agree to comply with, and sign this document to have access to or do work on this site.

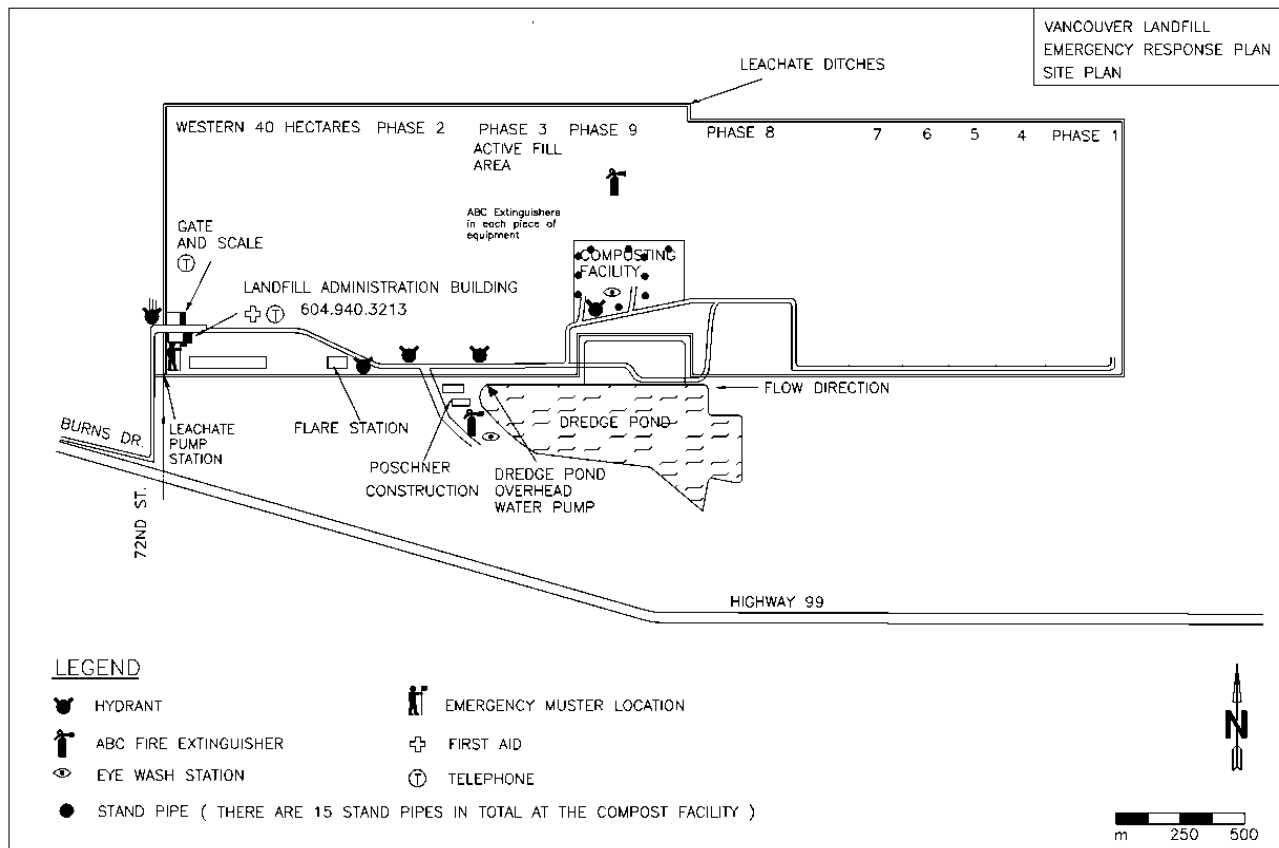
### Sections

- |                                  |   |
|----------------------------------|---|
| 1. General Safety Issues         | 6. In The Event of an Emergency                                       |
| 2. Landfill Gas Safety           | 7. First Aid  |
| 3. Heavy Equipment               | 8. Legal Terms and Conditions   |
| 4. Personal Protective Equipment | 9. Statement of Responsibility  |
| 5. Working Alone                 | Attachments: Landfill Gas Hazards<br>Procedures for Using Safety Line |

Site Address                    5400 Block 72<sup>nd</sup> St  
Delta, BC

Contact Numbers            Landfill Office            604.940.3213  
First Aid Cell Phone        604.603.1655

### Site Plan





# VANCOUVER LANDFILL SAFE OPERATING PROCEDURE

## 1. GENERAL SAFETY ISSUES

- When entering the site, vehicles may not pass the inbound line-up during operating hours, unless traffic control persons are actively managing traffic. Vehicles may signal to traffic control persons that they would like to bypass by putting on their 4-way flashers.
- **All visitors must sign in and out** on a "Visitor Sign-in Sheet" at the Landfill Administration Building Office or Technical Trailer Office during regular office hours.
  - **Landfill Administration Building Office** (604.940.3213)  
Location: 2<sup>nd</sup> Floor on East Side of Administration Building.  
Office Hours: Monday to Friday, 7:30am - 4:00pm.
  - **Technical Trailer Office** (604.940.3212)  
Location: South entrance to Technical Trailer, located south of main parking lot and Administration Building.  
Office Hours: Monday to Friday, 7:00am - 3:30pm.
- Any visitors that will need to sign in or out outside of regular office hours are to establish the proper procedure with their site contact.
- Smoking anywhere on the site is prohibited.
- Scavenging is prohibited.
- The speed limit on the Landfill premises is 30 km/h.
- The site is an idle free zone. Please turn off your vehicle when it is stopped.
- All drivers/operators must observe traffic control measures (i.e., stop signs and cones).
- Seatbelts must be worn at all times while vehicles are in motion.
- The use of cellular phones while operating vehicles or equipment is prohibited by City policy unless in a Province-approved hands free mode. Always move to a safe place out of the way of any equipment or vehicles prior to using a cellular phone or engaging in any other non-mobile activity.
- Be aware of and stay clear of coned-off areas; these are closed to protect you from hazards.
- Be aware that asbestos is routinely managed at the Landfill. Stay upwind of any yellow bags at the Landfill face.
- The use of listening devices with headphones (such as music players) is prohibited while on site by City policy.
- Comply with WorkSafeBC regulations when entering any confined space, depression, or potentially poorly ventilated areas.

## 2. LANDFILL GAS HAZARDS

- Landfill gas exists in the Landfill and in gas collection system piping and equipment and can collect in confined spaces, depressions, and poorly ventilated areas.
- The main hazards of landfill gas are described in the attached Table 1: Important LFG Characteristics and include explosion, asphyxiation, oxygen deficiency, and toxic gases.
- Do not access the fenced enclosure at the Flare Station or conduct any work around the landfill gas system.
- Do not alter any component of the landfill gas collection system without prior authority from the Landfill Manager or designate.
- If possible, stand upwind of wells or any other Landfill gas works. If an accidental or uncontrolled release of landfill gas is believed to have occurred near your work area, attempt to remove yourself from the area by taking a path that is crosswind from the source and attempt to get upwind if it is determined to be safe to do so. Immediately notify the Landfill Manager or designate of the release.
- If a hydrogen sulphide (rotten eggs) odour is detected remove yourself from the area and notify the Landfill Manager or designate.





## VANCOUVER LANDFILL SAFE OPERATING PROCEDURE

### 2. HEAVY EQUIPMENT

- Do not walk in the active tipping area of the Landfill.
- Do not move into the vicinity of any vehicle until you have made eye contact with the operator/driver and ensured that he/she is aware of your presence.
- Do not, at any time, walk behind any piece of heavy equipment. Unless absolutely necessary, remain outside of the swing radius of excavators; approximately 15 metres (50 feet).
- Maintain a safe distance between trucks (one truck and trailer length) in the demolition dumping area. End dump style demolition trucks pose an extreme hazard of tipping over on their side when the box is lifted.
- Remember that people are more mobile than equipment - it is your responsibility to stay out of the way.
- All equipment must be turned off before fuelling.

### 3. PERSONAL PROTECTIVE EQUIPMENT (PPE)

All PPE must meet WorkSafeBC requirements.

- The following are necessary while on the site:
  - Hi-visibility reflective vest or coveralls.
  - Safety protective footwear (heavy-duty, above the ankle, construction-type safety boots with an external triangular green CSA patch). Boots should also be approved as shock-resistant when working on electrical systems (display an external white  $\Omega$  CSA patch).
  - Hearing protection in the Landfill active face and Residential Drop-Off Area.
  - Approved safety eyewear.
- Also necessary where appropriate:
  - Respirator;
  - Hard hat;
  - Hearing protection;
  - Masks;
  - Fall protection in situations where a fall of 3 metres (10 feet) or more could occur, or from a lesser height but which represents a higher risk of injury;
  - Other specific equipment where determined necessary or by regulation for the particular situation.
- Observe and follow Lockout and Confined Space Entry procedures (when applicable).

### 4. WORKING ALONE

- Determine with the Landfill Manager or designate whether your work is considered Working Alone.
- Persons working alone must sign in and out at the Landfill Administration office and advise reception staff they will be working alone.
- Have reception staff assign a personal ID number (0001 or 0002).
- Follow attached procedures for accessing the Safetyline Mobile Worker Monitoring System.



## VANCOUVER LANDFILL SAFE OPERATING PROCEDURE

### 5. IN THE EVENT OF AN EMERGENCY

- Report any fires, spills, accidents or other emergencies to the Landfill Office immediately. In the event of an emergency that requires outside assistance, call 911 immediately. The Landfill Manager is responsible for contacting additional authorities as required.
- Report any health & safety accidents and/or near-miss incidents to the Landfill Office.
- In an emergency, your first priority is to warn others and evacuate the immediate area. Do not put yourself in danger.
- If not directly and helpfully involved, report to the Emergency Assembly Location at the west side of the Landfill Administration building.
- Do not return to the site until instructed that it is safe.
- Material Safety Data Sheets for materials used on site are located in Superintendent's office. Materials brought onto site require MSDS sheets.

### 6. FIRST AID

- The first aid room is located at the southeast corner of the Landfill Administration building.
- For emergencies, call 911 (dial "9" first from land lines).
- Notify the designated First Aid Attendant at 604.603.1655 (VLF First Aid Cell Phone). If no answer, contact the Landfill Office to alert the First Aid Attendant.



## VANCOUVER LANDFILL SAFE OPERATING PROCEDURE

### 7. LEGAL TERMS AND CONDITIONS

- You agree that entry to and use of the site is at your own risk and that neither the City of Vancouver, nor its employees or agents will be liable for any loss or injury to person or property whether or not caused by negligence.
- You agree to comply at all times with the above requirements and to follow the instructions of the Landfill Manager, or their designate, and/or the First Aid Attendant at all times.
- You agree to reimburse the City of Vancouver for any and all costs, losses and damage which may be caused by your failure to carry out safe working practices while on the site or to otherwise comply with this Site Safety Orientation/Agreement.
- The terms of this Site Safety Orientation/Agreement are additional to, and not in replacement of any other agreement between you and the City of Vancouver. However, in the event of any inconsistency between the two, this agreement prevails.

### 8. STATEMENT OF RESPONSIBILITY

Name \_\_\_\_\_ Company \_\_\_\_\_

Telephone \_\_\_\_\_ Address \_\_\_\_\_

I certify that I have read, understood, and agree to comply with and be bound by this Site Safety Orientation/Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### City of Vancouver Employees Only

The following City of Vancouver employee has been provided the Site Safety Orientation.

Name \_\_\_\_\_ Branch \_\_\_\_\_

## VANCOUVER LANDFILL SAFE OPERATING PROCEDURE

**TABLE 1: IMPORTANT LFG CHARACTERISTICS**

Compound	Important Gas Concentrations	Comments
Explosive Gas	Less than 10% LEL <sup>(1)</sup>	To control the risk of explosion, explosive gas concentrations are to be maintained at less than 10% of the lower explosive limit (LEL) at all times in the work area.
Methane	Less than 1,000 ppm or 0.1% by volume <sup>(1)</sup>	Methane concentrations in the breathing zone are to be maintained at less than 5,000 ppm or 0.5% by volume at all times (Excursion Limit) and for an 8 hour day (TWA), must be below 1,000 ppm. If all of the explosive gas is methane, 1,000 ppm of methane is equivalent to 2% LEL.
Oxygen	19.5% to 23.5% <sup>(1)</sup>	Oxygen concentrations below 19.5% represent an oxygen-deficient atmosphere.  The ambient atmosphere has an oxygen concentration of 20.9%.
Hydrogen Sulphide	Less than 5 ppm <sup>(1)</sup>	Hydrogen sulphide is immediately dangerous to life and health (IDLH) at a concentration of 100 ppm.  WorkSafe BC's Ceiling Exposure Limit for hydrogen sulphide is 10 ppm.  Hydrogen sulphide concentrations should be maintained at less than 5 ppm to reduce the risk of reaching the ceiling limit of 10 ppm and thereby having an exposure. If hydrogen sulphide concentrations exceed this level, work procedures should be reviewed to ensure that site personnel are adequately protected.  At elevated concentrations, hydrogen sulphide gas will deaden your sense of smell within minutes.  You can smell hydrogen sulphide at concentrations less than 1 ppm. The smell is often described as being like rotten eggs. Most people can smell hydrogen sulphide at concentrations below the detection limit of monitoring instruments.

Note:

1. Personal Gas Detectors shall be set to alarm when gas concentrations exceed the gas concentrations identified in Table 1. If the monitor's alarm sounds, evacuate the work area immediately and notify the Landfill Manager or designate.
2. Ensure that all Personal Gas Detectors are in good working order and are bump tested daily prior to use. If bump testing identifies that the Personal Gas Detector is not working within its tolerance limits or if the equipment is outside of its calibration period, it shall be removed from service immediately. Personnel shall be trained in the use and limitations of the Personal Gas Detectors used.



## VANCOUVER LANDFILL SAFE OPERATING PROCEDURE

### PROCEDURES FOR USING THE SAFETYLINE MOBILE WORKER MONITORING SYSTEM

Users log in to the SafetyLine IVR system at the start of working alone, at assigned intervals during the work, and at the end of working alone. Users, in consultation with their supervisor, should determine the interval period for checking in. The default interval is 60 minutes and may need to be shorter depending upon the risks of the particular task. Users without a personal ID/password will have one assigned by Landfill Reception staff.

To log-in to the SafetyLine IVR system, the user will:

1. phone SafetyLine at **604.299.6266**
2. enter the company ID **51#**
3. enter **personal ID** (as assigned) and #
4. enter **password** (same as ID) and #

The system will respond with a voice message “*not system monitored*”.

Support Workers will need to enter their cell phone number by:

1. press **0** (Advanced Menu)
2. press **6**, enter your cell phone number then press #
3. press **1** (to confirm the phone number)
4. press **\*** to exit to the main menu

To start system monitoring, all users will need to press **2**, record a voice message stating your work location, then # to report ok and \* to exit.

To check-in during the work, log in to the system as above and at the voice prompt, enter **2** and #. If your work location has changed, record a new voice message.

To log-out at the end of work, log in to the system as above and at the voice prompt, enter **5** and #; you will hear “*Thank you for using SafetyLine*”.

Note: these sequences can be programmed using the speed-dial or one touch button function on most cell phones.

To change the check in period from 1 hour, the user will:

1. press **0** (Advanced Menu)
2. press **4#** (Change your IVR dial out number)
3. enter the **number of minutes** for the desired interval, then #
4. press \* to exit to the main menu
5. press \* to exit the system

For more detailed instructions, please refer to the *SafetyLine Mobile Worker Monitoring System User Manual*.

#### Safety Line Interactive Voice Response System Menu

##### Main Menu

##### Key

- 1 Emergency
- 2 Report OK
- 3 Status
- 4 Set Next Report Time
- 5 End System Monitoring
- 6 Monitor Menu
- 0 Advanced Menu
- # Repeat
- \* Exit SafetyLine

##### Advanced Menu

##### Key

- 1 GPS
- 2 Data
- 3 Password Change
- 4 Set Report Interval
- 5 Record Name
- 6 Change Your IVR Dial Out No.
- # Repeat
- \* Return to Main Menu



**VANCOUVER LANDFILL  
SAFE OPERATING PROCEDURE**



**VANCOUVER LANDFILL  
SAFE OPERATING PROCEDURE**

**LEGAL TERMS AND CONDITIONS**

- You agree that entry to and use of the site is at your own risk and that neither the City of Vancouver, nor its employees or agents will be liable for any loss or injury to person or property whether or not caused by negligence.
- You agree to comply at all times with the above requirements and to follow the instructions of the Landfill Manager, or their designate, and/or the First Aid Attendant at all times.
- You agree to reimburse the City of Vancouver for any and all costs, losses and damage which may be caused by your failure to carry out safe working practices while on the site or to otherwise comply with this Site Safety Orientation/Agreement.
- The terms of this Site Safety Orientation/Agreement are additional to, and not in replacement of any other agreement between you and the City of Vancouver. However, in the event of any inconsistency between the two, this agreement prevails.

**STATEMENT OF RESPONSIBILITY**

Name \_\_\_\_\_ Company \_\_\_\_\_

Telephone \_\_\_\_\_ Address \_\_\_\_\_

I certify that I have read, understood, and agree to comply with and be bound by this Site Safety Orientation/Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**City of Vancouver Employees Only**

The following City of Vancouver employee has been provided the Site Safety Orientation.

Name \_\_\_\_\_

Branch \_\_\_\_\_



Engineering Services - VSTS

## Safe Operating Procedure – Site Safety Orientation and Agreement

**Title:** Site Safety Orientation and Agreement

**Branch:** Transfer & Landfill Operations

**Last Revision:** April 2014

**Site:** Vancouver South Transfer Station

**Revision Date:** April 2016

The City of Vancouver, Transfer & Landfill Operations Branch requires that all persons working on the Vancouver South Transfer Station (VSTS) site receive the following orientation before any work is to begin. The orientation includes an outline of general safety issues, working alone, emergency and first aid procedures, protocols for working near heavy equipment, and personal protective equipment requirements. All individuals must read, understand, agree to comply with, and sign this document in order to have access to or do work on this site.

Site Address                    377 West Kent Avenue North  
Vancouver, BC

### Sections

1. General Safety Issues
2. Working Alone
3. In the Event of an Emergency
4. First Aid
5. Heavy Equipment
6. Personal Protective Equipment
Legal Terms and Conditions
Statement of Responsibility





Engineering Services - VSTS

Safe Operating Procedure – Site Safety Orientation and Agreement

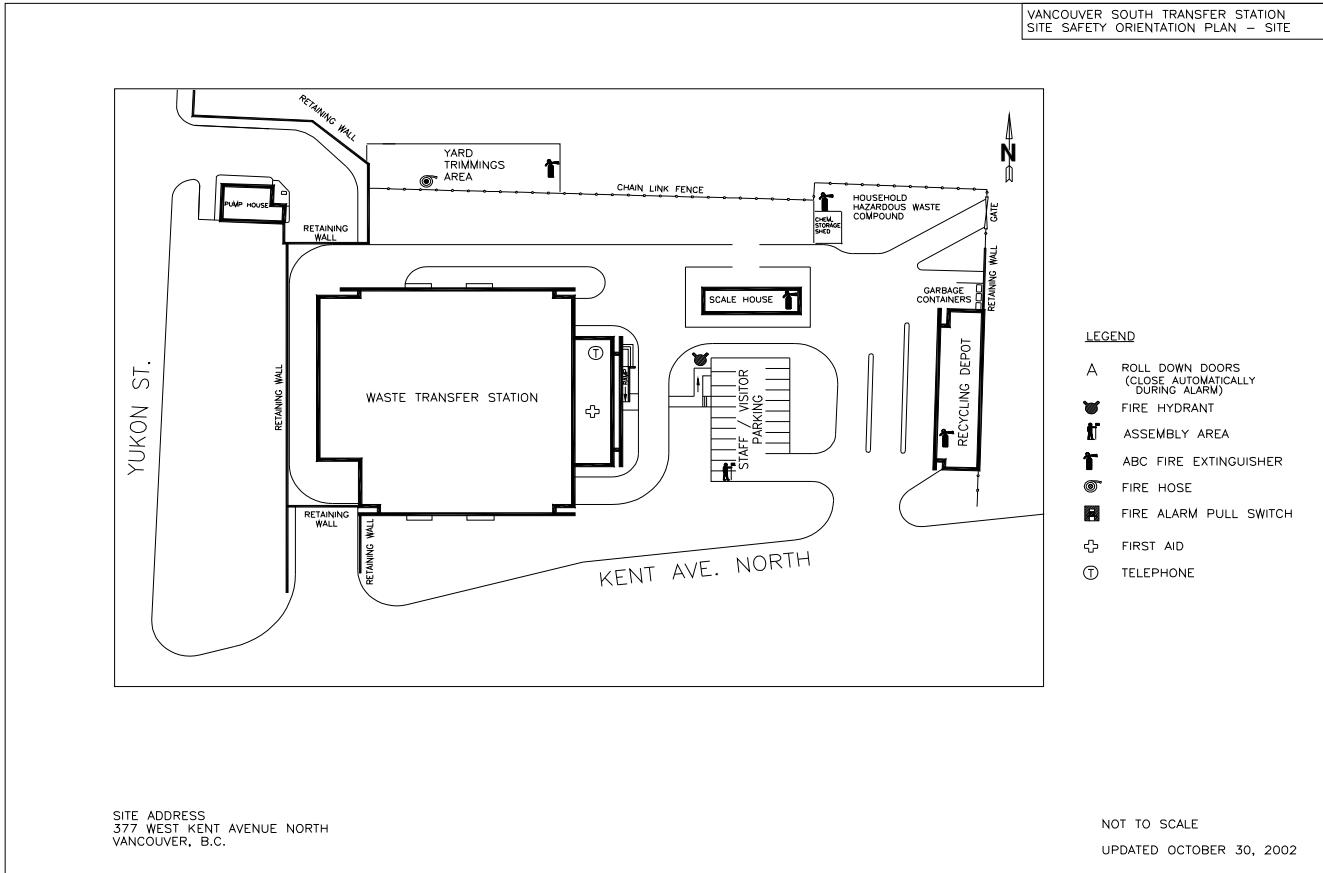


FIGURE 1 – Vancouver South Transfer Station, Site, Plan View



Safe Operating Procedure – Site Safety Orientation and Agreement

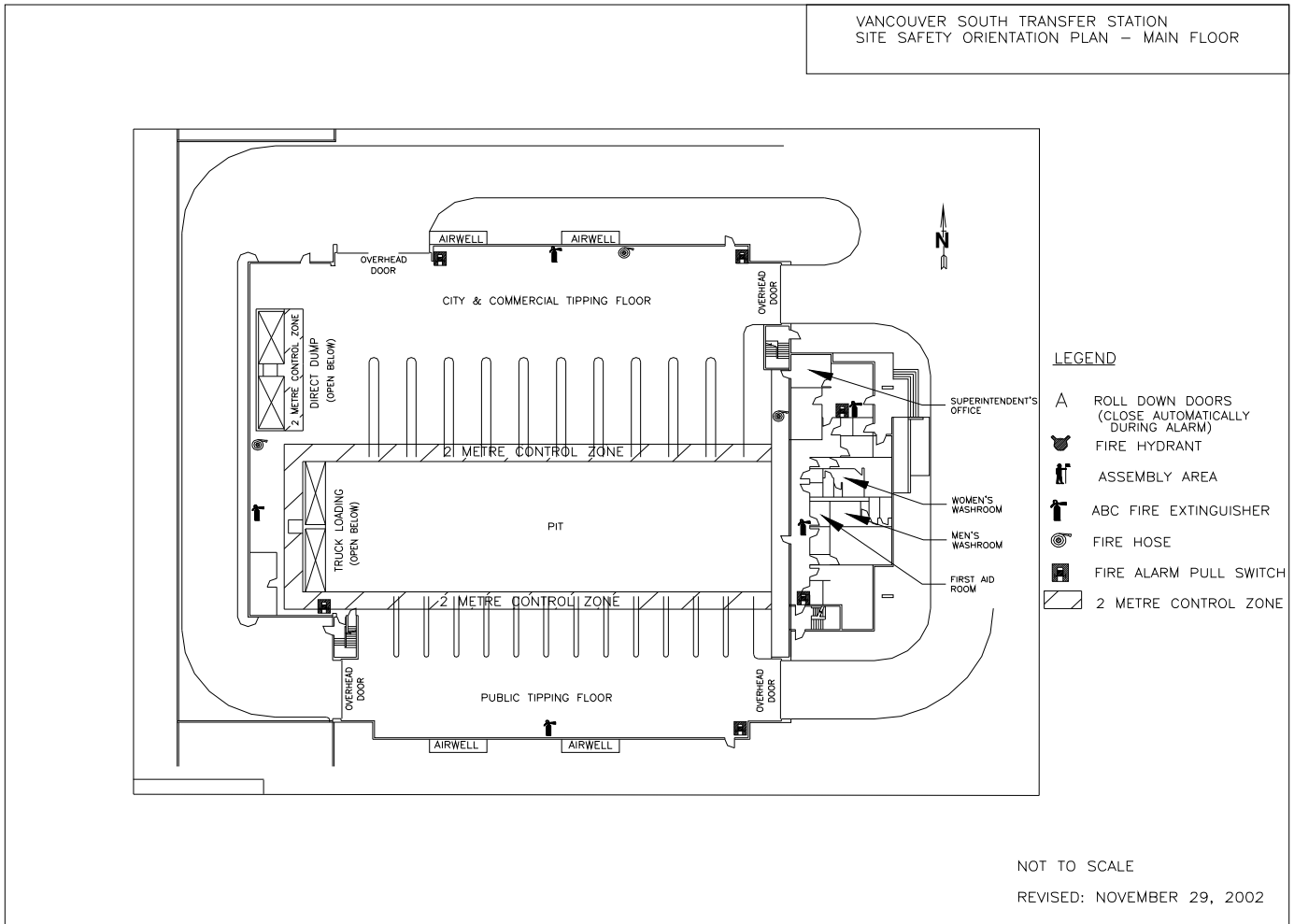


FIGURE 2 – Vancouver South Transfer Station, Main Floor, Plan View

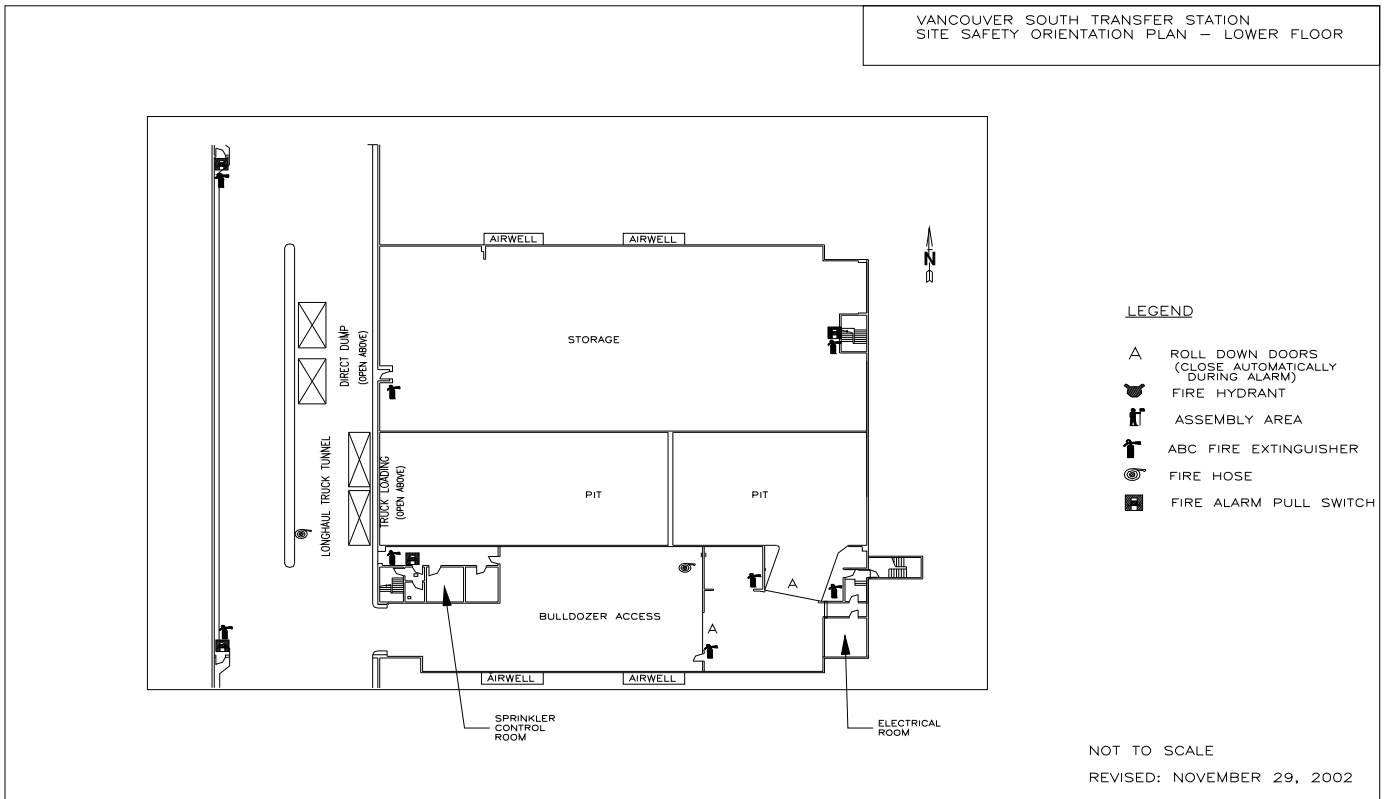


FIGURE 3 – Vancouver South Transfer Station, Lower Floor, Plan View



## Safe Operating Procedure – Site Safety Orientation and Agreement

### 1. GENERAL SAFETY ISSUES

- The speed limit on the VSTS premises is 5 km/h (3 mph).
- Smoking anywhere on the site is prohibited.
- Scavenging is prohibited.
- The use of cellular phones is not permitted while operating vehicles/equipment. Always move to a safe place out of the way of any equipment or vehicles prior to using a cellular phone or engaging in any other non-mobile activity.
- All drivers/operators must observe traffic control measures (i.e. stop signs and cones).
- Be aware of and stay clear of coned off areas. These are to protect you from any hazards.
- Seatbelts must be worn at all times while vehicles are in motion.
- Do not enter the Control Zone around the pit (refer to Figure 2) without a Safety Monitor.
- All support workers must sign in and out by completing the “Visitor Sign-in Sheet” at the VSTS Office.

### 2. WORKING ALONE

- In the event a support worker is working alone, it is the responsibility of the Support Worker’s Supervisor to develop and implement his/her own “working alone” monitoring plan prior to initiating work on the site.

### 3. IN THE EVENT OF AN EMERGENCY

- Report any fires, spills, accidents or other emergencies to a VSTS staff member immediately, or contact the office directly (604.326.4720). In the event of an emergency that requires outside assistance, call 911 immediately. The Superintendent (or their designate) is responsible for contacting additional authorities as required.
- Report any health & safety accidents and/or near-miss incidents to the Superintendent’s Office (Figure 2) and the Landfill Office (604.940.3213).
- Your first priority is to warn others and evacuate the immediate area. Do not put yourself in danger.
- If not directly and helpfully involved, report to the Emergency Muster Location at the southwest corner of the VSTS visitor’s parking lot (refer to “Assembly Area” on Figure 1).
- Do not return to the site until instructed that it is safe.
- Material Safety Data Sheets are located in the VSTS Administration Building, outside the lunchroom.

### 4. FIRST AID

- The first aid room (refer to Figure 2) is located off the pit viewing gallery of the VSTS Administration Building.
- For emergencies, call 911 (dial “9” first from landlines).
- Notify the designated First Aid Attendant at 604.603.0168 (VSTS First Aid Cell Phone). If no answer, contact the VSTS office (604.326.4720).

### 5. HEAVY EQUIPMENT

- Do not move into the vicinity of any vehicle until you have made eye contact with the operator/driver and ensured that he/she is aware of your presence.
- Do not, at any time, walk behind any piece of heavy equipment. Unless absolutely necessary, remain outside of the swing radius of the Prentice Crane and backhoes.
- Remember that people are more mobile than equipment- it’s your responsibility to stay out of the way.
- All equipment must be turned off before fueling.

**6. PERSONAL PROTECTIVE EQUIPMENT (PPE)**

- The following are necessary while on the site:
  - WorkSafeBC approved Hi- visibility reflective vest or coveralls.
  - WorkSafeBC approved safety protective footwear (heavy-duty, above the ankle, construction-type safety boots with an external triangular green CSA patch). Boots should also be approved as shock-resistant when working on electrical systems (display an external white  $\Omega$  CSA patch).
  - CSA approved safety eyewear.
- Also necessary where appropriate:
  - Respirators as per WorkSafeBC requirements.
  - Hard hats as per WorkSafeBC requirements.
  - Hearing protection as per WCB requirements.
  - Safety glasses and/or masks as per WorkSafeBC requirements.
  - Fall protection in situations where a fall of 3 metres (10 feet) or more could occur, or from a lesser height but which represents a higher risk of injury.
  - Other specific equipment where determined necessary or by regulation for the particular situation.
- Always observe and follow Lockout and Confined Space Entry procedures (when applicable).



# Safe Operating Procedure – Site Safety Orientation and Agreement

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## STATEMENT OF RESPONSIBILITY

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Company \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

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Signature

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Date

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Name \_\_\_\_\_

Branch \_\_\_\_\_