REQUEST FOR APPLICATION – PS20190968

REQUEST FOR TRUCKING/HAULING SERVICES

Applications are to be sent via email and should be received prior to 3:00 p.m., Vancouver Time (as defined in Note 3/4 below), on Friday, September 6, 2019 (the "Closing Time").

APPLICATIONS WILL NOT BE PUBLICLY OPENED.

NOTES:

1. **Applications must be sent by email to bids@vancouver.ca.**

2. Applications must be marked with the vendor's name and the RFA title and number.

3. Bids arriving in the bidding-inbox is timestamped, at the time of receiving, by the City of Vancouver's email infrastructures; which is in turn synchronized to Network Time Protocol (NTP) provided by the National Research Council of Canada adjusted to local Pacific Time Zone.

4. The City of Vancouver is open on business days from 8:30 a.m. to 4:30 p.m., Vancouver Time, and is closed Saturdays, Sundays, and holidays.

5. DO NOT SUBMIT APPLICATIONS BY FAX

6. All queries related to this RFA should be submitted in writing via email to the attention of:

E-MAIL: purchasing@vancouver.ca

APPLICATION FORM
(Must be typed or printed to be accepted)

APPLICATION FOR REGISTRATION ON THE APPROVED LIST FOR CITY TRUCKING/HAULAGE SERVICES

IF YOU ARE ALREADY REGISTERED AND AN APPROVED TRUCK SUPPLIER TO THE CITY YOU DO NOT NEED TO SUBMIT AN APPLICATION.

Truck Supplier: _____
(*Name of Corporation or Person who is Legal Owner of Truck And therefore "Truck Supplier")*

Truck Supplier's Address: _____

_____

Truck Supplier's Telephone: _____

Fax Number: _____

E-mail Address: _____

Truck Supplier's Key Contact Person: _____

Incorporation Number: _____

Describe Relevant Experience:

Initials: _____

Initials: _____

Provide the following information for each truck you own and / or operate.

#	Make	Model	Colour	Year	Licence Plate #	Tare Weight	Front & Rear Axle Capacities	Licensed GVW	Registered Owner
1									
2									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									
11.									
12.									
13.									
14.									
15.									

Initials: _____

Provide the following information for each Operator/Driver your organization employees

#	Name	Telephone	Fax Number	Email Address	BC Driver's Licence #	Expiry Date	Address
1							
2							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							
13.							
14.							
15.							

Initials: _____

Provide 3 references for whom the Applicant has done work in the past, using the tables below.

Client Name # 1	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Services provided to this Client	

Client Name # 1	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Services provided to this Client	

Client Name # 1	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Services provided to this Client	

1.0 DOCUMENTS WHICH MUST BE ATTACHED TO THIS APPLICATION FORM:

The Truck Supplier now confirms that the following documents are attached to this Application Form:

Description **Confirmation**

[Note: Applicant must attach (where applicable) photocopies of each of the following documents and then check the box indicated].

1. ICBC Vehicle Registration/Liability Insurance Document ☐
   ($5,000,000.00 Third Party Liability Coverage)

- Evidence of Commercial General Liability Insurance Policy ☐
  ($5,000,000 coverage, naming the City of Vancouver as an "additional insured")

2. WorkSafeBC Proof of registration & Clearance Letter (5 Year past) ☐

3. Proof of GST Registration ☐

4. Operator/Driver's B.C. Driver's Licence (Front and Rear Sides) for each Driver ☐

5. Current Driver's Abstract for each Driver ☐

6. Current City of Vancouver Business Licence ☐

7. Certificate of Incorporation (Where Truck Owner is a Corporation) ☐

8. Registrar of Companies Search Print-Out ☐
   (Attach photocopy of current computer search print out from Register of Companies showing that company has been duly incorporated and is in good standing with the British Columbia Registrar of Companies)

- Bill of Sale, Vehicle Lease or other proof of the legal ownership of the Truck ☐
  to the satisfaction of the City's Supervisor of Driver Training

- Current Vehicle Inspection Certificate ☐

- A Declaration of Supplier Code of Conduct Compliance in the form of Annex 1 to the RFA, ☐
  duly completed and executed.

- Each Applicant should note Section 7.0 of Appendix A to the RFA and should include ☐
  with its Application Form a section entitled "Conflicts; Collusion; Lobbying" as necessary.

2.0 APPLICANT'S SIGNATURE AND LEGAL AGREEMENT

Truck Supplier now submits this Application Form and agrees to be legally bound by the terms and conditions of this Request for Applications as set out in Appendix A - *Legal Terms and Conditions of RFA*, and agrees also that if this Application Form is approved by the City and the Truck Supplier is placed on the Approved List, and for so long as the Truck Supplier remains on the Approved List, the Truck Supplier may be asked to provide Service and if the Truck Supplier agrees at any time or from time to time to provide Service, such Service will be provided pursuant to the terms and conditions of the Trucking/Haulage Services Contract attached as Appendix B - *Trucking/Haulage Services Contract* and the Truck Supplier now agrees to be legally bound to comply with the terms of such contract as though one such contract was separately signed for each and every day that the Truck Supplier responds to a request to provide Service.

Truck Supplier acknowledges that this is a legally binding document and that the City has advised the Truck Supplier to obtain legal advice prior to signing this document.

The Truck Supplier now also acknowledges that placement of the Truck Supplier on the Approved List does not constitute a contract or guarantee of work at any time and the City reserves all rights of control over the Approved List at all times.

TRUCK SUPPLIER:

_____
Name (Corporation/Individual - please print)

_____
Signature (Authorized Signatory if Corporation)

Date: _____
(dd/mm/yyyy)

APPENDIX A

LEGAL TERMS AND CONDITIONS OF REQUEST FOR APPLICATION AND REGISTRATION ON APPROVED LIST

1.0 DEFINITIONS

In this Request for Application (RFA), the following terms have the following meanings:

(a) "**Applicant**" means:

(i) the person(s) signing and delivering this Application Form; and

(ii) "applicant" means any other applicant responding to this Request for Applications,

and in each case offering to become a Truck Supplier pursuant to Appendix B - Trucking/Haulage Services Contract.

(b) "**Application Form**" means this application form and all of its attachments as submitted by the Applicant in response to this RFA, and in the appropriate contexts, includes Application Forms submitted by other applicants.

(c) "**Approved List**" means the register(s) kept by the City for determining the status of Applicants who have responded to this RFA or have otherwise submitted the Application Form provided in this RFA and have been approved for registration by the City, and who have responded from time to time to requests by the City for Service pursuant to the Trucking/Haulage Services Contract.

(d) "**Branch**" means any operational unit of the City's Engineering Services Department as determined or re-organized by the City Engineer from time to time and as represented by the City Engineer or any other duly authorized representative of the Branch, including without limitation and by way of example only any Manager, Branch Equipment Superintendent/Foreman, or Dispatcher assigned to that Branch.

(e) "**Closing Time**" means 3:00:00 PM, as shown on the title page in Note 2 XXX X, 2019.

(f) "**Losses**" means, in respect of any matter, all:

(i) direct and indirect; and

(ii) consequential;

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).

(g)

(h) "**Operator/Driver**" means a person who provides Trucking/Haulage Services on behalf of the Truck Supplier.

(i) "**Request for Applications**" or "**RFA**" means this request for applications and the application, evaluation, approval, rejection and all other aspects of the application, registration and termination of registration contemplated by this request for applications, including without limitation and by way of example only, the placing of the Applicant on the Approved List, the position on the Approved List which the City places the Applicant from time to time, and the removal of the Applicant from the Approved List by the City for any reason, including without limitation breaches of the terms and conditions set out in this RFA.

(j) "**Service**" or "**Trucking/Haulage Service**" means the services provided on any given day by Applicant then registered on the Approved List in response to the City's request for service pursuant to the Trucking/Haulage Services Contract.

(k) "**Trucking/Haulage Services Contract**" means each separate and individual contract formed each individual day that the City requests Service from an Applicant and the Applicant elects to provide Service on the terms and conditions set out in Appendix B - *Trucking/Haulage Services Contract*.

(l) "**Truck Supplier**" is the corporation or the person who is the legal owner of the trucks to be used for the Services.

2.0 NO LEGAL OBLIGATION ASSUMED BY CITY

Despite any other term of this RFA, the City has no legal duty or obligation to the Applicant in respect of this RFA, unless and until the City requests Service from the Applicant on any given day and the Applicant elects to provide Service (and then only those duties and obligations which are expressed in the Trucking/Haulage Services Contract and only for the contract formed in respect of the Services provided for that given day).

3.0 EVALUATION OF APPLICATION FORMS/ADMINISTRATION OF APPROVED LIST

3.1 Approved List Policy - Subject to Change

Without any way limiting the scope of the legal terms and conditions set out in this RFA, this Section 3.0 sets out the City's current policies and procedures with respect to making requests for Trucking/Haulage Services and registering Truck Suppliers on the Approved List. However, these policies and procedures are set out for convenience of reference only, are not legally binding on the City, do not form or give rise to legal rights or obligations on the part of the City or the Applicant, and may be unilaterally changed with or without notice by the City at any time and from time to time in the sole discretion of the City in order to meet any changes in the City's operational needs or to respond to market or other changes affecting the supply and demand for the Service.

3.2 Maintenance of Approved List

The Contract Manager will maintain the master copy of the Approved List. Each Branch will maintain a separate sub-list of the Approved List and may at the Branch's option add, remove, and alter the relative positions of each Truck Supplier in accordance with the response times, ability, service quality, and any other relevant performance ratings made of any given Truck Supplier by each Branch.

3.3 Truck Supplier's Rated by Performance

All Branches will rate Truck Suppliers on a standard form, which will include factors such as quality of service, ability, vehicle condition, and any other factor relevant to that Branch's operational needs. Where a Branch determines that a Truck Supplier's rating is such that the City is unlikely to require such Truck Supplier's Services in the near future, the Branch will remove that Truck Supplier from the sub-list maintained by the Branch and may also notify the Manager, Yards Branch of this removal which may also result in removal of the Truck Supplier from the master copy of the Approved List.

3.4 Approved List Used as Basis for Requests for Service

Truck Suppliers registered on the Approved List will be requested to provide Trucking/Haulage Services as operationally required by individual Branches, and not always in accordance with their positions on the Approved List or any separate sub-list of the Approved List (although those higher up on the Approved List have, based on past experience, received more requests over the course of any given year than those lower down on the Approved List). Without limiting the general scope of the above, and by way of example only, the Branch may administer the Approved List in such a way as to:

(a) limit the amount of Service provided by any given Truck Supplier to the City from time to time so as to ensure that the Truck Supplier provides services to its other customers and does not become overly dependent on revenue derived from providing Trucking/Haulage Services to the City; and

(b) ensure that the quality of the Service provided by the Truck Supplier is not adversely impacted by, for example, the use of substitute Operator/Drivers.

3.5 Common Causes of Removal from Approved List

The Contracts Manager and the Branch will remove from the Approved List any Truck Supplier who:

(a) the Contracts Manager or Branch has probable reason to believe has engaged in conduct or acted in a manner that could put the staff, reputation, or integrity of the City at risk including, without limitation: fraud; deceit; double-hauling; bribery (including by way of example but not limited to: buying coffee, lunch, dinner, tickets to games, or money, etc.); having possession of or being under the influence of alcohol or narcotics within any vehicle being used to provide the Service; or engaging in abusive, aggressive or intimidating language or behavior;

(b) changes or alters any truck in any manner, without the prior written approval of the Contracts Manager

(c) uses substitute Operator/Drivers, except where the Truck Supplier first:

(i) emails the name, contact information and a photocopy of the valid B.C. Driver's Licence (front and back sides) and copy of Driver's Abstract, together with proof of WorkSafeBC coverage for proposed substitute Operator/Driver to the Contracted Services Coordinator's TBD; and

(ii) emails the Contract Services Coordinator and confirms that the Contract Manager has approved the use of the substitute Operator/Driver (Note: this prior approval must be obtained from the Contract Manager at email or, in the

Initials: _____

Contract Managers absence, from the Manager of Operations Safety and Support before the substitution date, and the City reserves the right to refuse the proposed substitute Operator/Driver at its sole discretion; notifying the various Branch Equipment Coordinator of a substitution is not acceptable); or

(d) breaches any of the Truck Supplier's obligations as listed in Appendix "B" of the Trucking/Haulage Services Contract.

3.6 Approved Supplier Card

Upon acceptance of an Application Form, the City may issue an identification card ("Approved Supplier Card") showing the Truck Supplier as being on the Approved List. If issued, the Approved Supplier Card will be used by the City for security and loss control purposes and is issued subject to the terms and conditions set out in Section 9.0 below.

3.7 Requests for Further Information

At any time, and from time to time, the City may request that the Truck Supplier provide an updated statutory declaration, corporate records, and any other relevant documentation, to evidence the Truck Supplier's compliance with the City's then policies.

3.8 Requests for Consent to Change Ownership or Truck

In the event that the Truck Supplier is contemplating any change, which might result in removal of the Truck Supplier from the Approved List, and the Truck Supplier wishes to remain on the Approved List, the Truck Supplier may submit a request to revise his Application Form to the Contract Manager. The Contract Manager will then evaluate the request and may either reject or accept the request, or accept the request subject to the Truck Supplier satisfying certain conditions.

3.9 Submitting Complaints to the City

In the event that any Truck Supplier has any complaint regarding the City's administration of the Approved List or this RFA, the Truck Supplier should fully describe in writing all relevant facts, conversations, and events giving rise to the complaint and submit same to the Contract Management Superintendent.

3.10 Re-Registration Following Removal from Approved List

Truck Suppliers removed from any sub-list or master copy of the Approved List are free to apply again in response to any future Request for Applications issued by the City, but the City reserves all rights of refusal.

3.11 This Section 3.0 - General Guidance Only - Not Part of Legal Terms and Conditions

As set out in Section 3.1 above, no part of this Section 3.0 will create any legal rights or obligations and the whole of this Section 3.0 is completely subject to and governed entirely by the other terms and conditions of this Appendix A.

4.0 LEGAL TERMS AND CONDITIONS OF APPLICATION PROCESS

4.1 Compliance/Non-Compliance

Any Application Form which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of this RFA or, which otherwise fails to conform to this RFA may or may not be rejected by the City at the City's sole discretion. Accordingly, the City may at its own discretion waive any non-compliance with the RFA, or any of its requirements or expectations including the timing of delivery or any other aspect of the RFA and may at its own discretion elect to retain for consideration Application Forms which are non-conforming, which do not contain the content or form required by the RFA or because they have not complied with the process for submission set out in this RFA.

4.2 Late Application Forms

Application Forms received after the Closing Time or in locations other than the address indicated, may or may not be considered or reviewed by the City and may or may not be returned unopened.

4.3 Reservation of Complete Control Over Process

The City reserves the right to retain complete control over the RFA process at all times. Accordingly, the Applicant's Application Form or any other Application Form from any other applicant need not necessarily be reviewed or considered or evaluated and need not necessarily be reviewed, considered or evaluated in accordance with the policies and procedures set out in this RFA and the City reserves the right to:

(a) continue, interrupt, cease or modify its review, evaluation, negotiation, ranking and registration process on the Approved List and any or all Application Forms; or

(b) modify the City's policies and procedures regarding the Approved List, cancel the use of the Approved List entirely and adopt a different out-sourcing or own forces approach to obtaining the Service, at any time without further explanation or notification to any of the applicants subject only and always to the express legal terms and conditions set out in Sections 5.0 through 14.0 of this Appendix A;

4.3 Evaluation of Applications

The City will retain complete discretion over the number of Applications to accept or the number of Agreements to enter into, if any. Once Agreements (if any) have been entered into, the City will also retain complete discretion over the allocation of work, if any, to or among successful Applicants and, in connection therewith, may use a ranked list throughout the proposed term of the engagement to allocate work to or among successful Applicants. The City expects that any ranked lists would, at the commencement of the proposed term of the engagement, be consistent with the rankings of Applicants in the evaluation process. However, the City may adjust any ranked lists it may keep to allocate work to or among successful Applicants based upon each successful Applicant's actual performance of work during the proposed term of the engagement. The City may also throughout the term of the proposed engagement opt to leave this RFA open for new Applicants to submit Applications and the City may accept those Applications and add new successful Applicants to its ranked lists from which the City may allocate work to or among successful Applicants.

4.4 Consent to Contact References

The Applicant consents to the City contacting any references named by the Applicant in the Application Form.

5.0 SUSTAINABILITY

The City's Procurement Policy and related Supplier Code of Conduct found at http://vancouver.ca/doing-business/prepare-your-bid.aspx aligns the City's overall approach to procurement with its corporate social, environmental and economic sustainability values and goals. It establishes a commitment to maximize benefits to the environment through product and service selection, to ensure safe and healthy workplaces, where human and civil rights are respected, and to support an environmentally sustainable local economy, whenever possible. In doing so, the Policy ensures incorporation of sustainability and ethical considerations as integral evaluation components in best-value supply selection.

Applicants are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Applicant supplies materials, and where such materials may cause adverse effects, the Applicant is to indicate the nature of the hazard in its Application. The Applicant is to advise the City of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse conditions on the environment.

6.0 PROTECTION AND OWNERSHIP OF INFORMATION

6.1 RFA and Application Documents City's Property

(a) All RFA-related documents provided to the Applicant 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 Application Form, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Application Form to the Applicant.

6.2 Applicant's Submission Confidential

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

6.3 All City Information Confidential

(a) The Applicant will 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 the Applicant at any time (whether before, during or after the RFA process). Furthermore, the Applicant 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 Application Form.

(b) The Applicant 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 Application Form (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 Application Form (or any other submissions) including, without limitation, records relating only to the Applicant.

7.0 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

7.1 Declaration as to no Conflict of Interest in RFA Process

(a) The Applicant confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Applicant or of any of its proposed subcontractors, or any other person related to the Applicant'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 Application Form 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 Application Form.

(b) The Applicant 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 RFA 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 Application Form.

7.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

The Applicant confirms and warrants that neither the Applicant 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 RFA would create a conflict of interest or the appearance of a conflict of interest between the Applicant's duties to the City and the Applicant's or its subcontractors' duties to such third party, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Application Form.

7.3 Declaration as to No Collusion

The Applicant confirms and warrants that:

(a) the Applicant is not competing within the RFA process with any entity with which it is legally or financially associated or affiliated, and

(b) the Applicant is not cooperating in any manner in relation to the RFA with any other applicant responding to the RFA.

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

7.4 Declaration as to Lobbying

The Applicant confirms and warrants that:

(a) neither it nor any officer, director, shareholder, partner, employee or agent of the Applicant 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 Applicant or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFA or sought, other than through the submission of the Application Form, to influence the outcome of the RFA process,

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

8.0 DISCUSSIONS/NEGOTIATIONS

The City may at any time prior to requesting Service from any Applicant, discuss/negotiate changes to the scope of the RFA, modify the terms of the Trucking/Haulage Services Contract, or any of the terms or conditions of this RFA or the Trucking/Haulage Services Contract with any one or more of the applicants without having any duty or obligation to advise the Applicant or to allow the Applicant to vary its Application Form or the Trucking/Haulage Services Contract as a result of discussions or negotiations with other applicants or changes to this RFA or the Trucking/Haulage Services Contract, and, without limiting the general scope of Sections 2.0, 6.0 and 9.0 through 13.0 of this Appendix A, and by way of example only, the City will have no liability to any Applicant as a result of such discussions, negotiations or changes.

9.0 APPROVED SUPPLIER CARD

INTENTIONALLY DELETED

10.0 LEGAL RIGHTS AND OBLIGATIONS ARISING FROM RFA RESTRICTED IN SCOPE

10.1 Scope is Expressly Set out in Sections 2.0 and 5.0 through 14.0

Despite any other term, express or implied, of this RFA, the City and Applicant agree that all of their respective rights and obligations at law and in equity, in contract and in tort, in all matters relating to this RFA will be absolutely and unconditionally subject to Section 2.0 and Sections 5.0 through 14.0 of this Appendix A.

10.2 No Duty

The City has no legally enforceable duty or obligation to the Applicant except in the circumstances and except to the restricted extent set out in Section 2.0 of this Appendix A.

10.3 Applicant's Risk

The Applicant acknowledges that the City is a public body required by law to act in the public interest to fulfil the operational requirements for the efficient management of the City's municipal infrastructure. Accordingly, in no event does the City owe to the Applicant (as opposed to the public)

(a) a contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFA process; or

(b) any contract or tort law duty to preserve the integrity of the RFA process,

and the Applicant now waives and releases the City from all such duties and expressly assumes the risk of all Losses arising from participating in this RFA on this basis.

10.4 No Claim Against the City

The Applicant acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred or alleged to be incurred by the Applicant and by submitting an Application Form each Applicant shall be deemed to have agreed that it has no claim whatsoever.

11.0 RELEASE

11.1 The Applicant now releases the City from all liability for any and all Losses in respect of:

(a) any alleged or actual breach by the City of this RFA (it being acknowledged and agreed that to the best of the parties' knowledge, the City has no obligation or duty under this RFA which it could breach (other than wholly unanticipated obligations or duties which are then subsequently alleged or imposed);

(b) any unintentional tort of the City occurring in the course of conducting this RFA;

(c) the Applicant preparing and submitting the Application Form;

(d) the City accepting or rejecting the Application Form or any other submission, placing or failing to place an Applicant on the Approved List, placing or failing to place an Applicant on a certain position on the Approved List, removing or failing to remove an Applicant from the Approved List;

(e) the manner in which the City:

i. reviews, considers, evaluates or negotiates any Application Form, or Trucking/Haulage Services Contract;

ii. deals with or fails to deal with any applicant or Application Form;

iii. decides to place, position or remove or not place, position or remove an applicant on or from the Approved List;

iv. administers the Application Forms, Approved List and Applicant(s) in respect to the Approved List; or

v. decides to cancel the use of the Approved List and adopt an alternative form of obtaining the Trucking/Haulage Services, whether by public tender, use of City employees, or otherwise; or

vi. the Applicant(s), if any, whom the City places, positions, removes or fails to place, position or remove on or from the Approved List.

12.0 INDEMNITY

The Applicant now indemnifies and will protect and save the City harmless from and against all Losses in respect of any claim or threatened claim by the Applicant or any of its employees, subcontractors or agents alleging or pleading:

(a) any alleged or actual breach by the City or its officials or employees of this RFA (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under this RFA which it could breach (other than wholly unanticipated obligations or duties subsequently alleged or imposed),

(b) any unintentional tort of the City or its officials or employees occurring in the course of conducting this RFA,

(c) any injury to any Operator/Driver or damage to any Truck Supplier's equipment while providing Service to the City; or

(d) liability on any other basis related to this RFA.

13.0 LIMITATION

In the event that, with respect to anything relating to this RFA, the City or its officials or employees are found to have breached any duty or obligation of any kind to the Applicant or its employees, subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Applicant or its employees, 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.

Initials: _____

14.0 DISPUTE RESOLUTION

14.1 Commercial Arbitration

Any dispute relating in any manner to this RFA, excepting only any disputes arising between the City and any Applicant in respect to any Service requested by the City and provided by the Applicant pursuant to a Trucking/Haulage Services Contract, 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 2.0, and Sections 5.0 through 14.0 of this Appendix A will:

(i) bind the City, Applicant and the arbitrator; and

(ii) survive any and all awards made by the arbitrator, and

(c) the Applicant will bear all costs of the arbitration.

14.2 British Columbia Law Governs

The laws of British Columbia will apply to this RFA.

14.3 Entire Agreement

The provisions of this RFA constitute the entire agreement between the parties with respect to all matters arising from or relating to this RFA and the Approved List. No amendments to the legally binding portions of this RFA will be binding on the City or the Applicant unless the same are agreed to in writing by both the City and the Applicant.

APPENDIX B

TRUCKING/HAULAGE SERVICES CONTRACT

THIS CONTRACT is deemed to be made as of each day and each time that the Truck Supplier responds to a City request for Service under the RFA to which this Contract is attached.

BETWEEN:

THE CITY OF VANCOUVER, a municipal corporation continued pursuant to the Vancouver Charter and having an office at 453 West 12th Avenue, Vancouver, British Columbia V5Y 1V4

(the "**City**")

AND:

THE TRUCK SUPPLIER identified in the Application Form to which this Contract is attached

(the "**Truck Supplier**")

BACKGROUND:

A. By way of a Request for Applications, the City requested applications from Truck Suppliers to be registered on the Approved List for Trucking/Haulage Services.

B. By way of an Application Form, the Truck Supplier applied to the City to be registered on the Approved List.

C. Based on the Truck Supplier's Application Form and supporting documentation and relying on same, and subject always to the Legal Terms and Conditions governing the Request for Applications process and the Approved List, the City has placed the Truck Supplier on the Approved List.

D. Accordingly, if and when the City requests the Truck Supplier to provide Trucking/Haulage Services and if in response to such request, the Truck Supplier is available to do so, the parties have agreed that the following terms and conditions of this Contract will apply.

THE CITY AND TRUCK SUPPLIER NOW AGREE AS FOLLOWS:

1.0 HOUR-BY-HOUR CONTRACT

1.1 Separate Contract for Each Day

Despite any other term of this Contract, the City and the Truck Supplier have no contractual or legal relationship with each other of any kind and have no legal obligations to each other except only to

comply with this Contract if and when the City requests the Trucking/Haulage Services and only then if the Truck Supplier accepts such request and then only for the day in respect to which the request is made and the Service is provided.

1.2 Truck Supplier's Duty to Operate as Independent Contractor

The City and Truck Supplier now confirm and agree that the Truck Supplier is at all times an independent contractor and, accordingly:

(a) is not obligated at any time to respond to a request by the City for Trucking/Haulage Services pursuant to this Contract and agrees to regularly contract at its sole discretion with other third parties and take all such steps and actions as may be necessary or prudent to maintain the Truck Supplier's status as neither an employee nor a dependent contractor of the City;

(b) is not an agent or employee of the City; and

(c) is completely and solely responsible for all acts and omissions of the Truck Supplier's Operator/Drivers and under no circumstances will any Contract be formed between the City and any Operator/Driver of the Truck Supplier.

1.3 Truck Supplier's Sub-Contractors & Employees

The Truck Supplier will ensure as a condition of any sub-contract or employment contract with its Operator/Drivers that such Operator/Drivers comply with the contractual obligations of the Truck Supplier under this Contract.

Subcontracted Scope		
Subcontractor		
Contact (name, title, email, telephone no.)		
Approximate Percent of the Work to be Subcontracted		
The Subcontractor's Relevant Experience (identify at least three similar projects within the last five years, including the client)	1. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	2. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	

Initials: _____

	3. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	

1.4 Hour-by-Hour Contract

All Service provided by a Truck Supplier under this Contract is on an hour-by-hour basis only and, without limitation and by way of example only, this means that either the City or the Truck Supplier may terminate the Service at any time for any reason and no compensation will be payable by either, party by way of a standby charge, lost revenue charge or on any other basis.

2.0 RATES FOR SERVICE

2.1 Hourly Rate

2.1.1 Set by City

The hourly rate payable by the City for the Service will be set as follows:

Description	Hourly Rate
Tandem Truck	$80.93
Tandem/Tandem (tri-drive)	$89.67
Tandem & Pony Trailer	$102.19
Tandem/Tandem/Pony(tri-drive with Pony trailer)	$117.91
Tandem with 4 Axle Transfer Trailer	$123.26
End Dump Unit	$130.00

2.1.2

Initials: _____

Hourly Rate All Inclusive

The hourly rate is all inclusive and includes all labour, vehicle hire, maintenance, insurance, repair, mileage, gas, overhead, profit, administrative, and all other costs, expenses and charges of any kind, except for and excluding only GST. No hourly rate is payable for travel time to the designated work site nor is it payable for travel time from the last load drop point back to the Truck Supplier's home or office.

2.1.3 Minimum Rate in Certain Cases

Where the City requests Service and the Truck Supplier reports to the designated work site, the Truck Supplier will be entitled to a minimum payment equal to 2 hours of Service. Where the City requests Service and the Truck Supplier reports to the designated work site, and takes at least one load, the Truck Supplier will be entitled to a minimum payment equal to 4 hours of Service, unless pre-arranged and agreed to by the Truck Supplier that the contract for the day would consist of only one load being transported, in which case an hourly rate, and not a minimum rate, would apply. These minimum payments however are in lieu of and not in addition to the hourly rate normally payable.

2.2 Daily Hired Equipment Sheet

2.2.1 General

The City will supply the Truck Supplier with a hired equipment sheet (the "Hired Equipment Sheet") which must be fully and accurately completed for each day that the Truck Supplier provides Service in accordance with the City's instructions.

2.2.2 Approval Procedure

At the end of each day of Service, the Truck Supplier must sign and deliver to the Branch Equipment Superintendent/Foreman for approval and signature his (the Truck Suppliers') completed Hired Equipment Sheet for that day. Provided that the Hired Equipment Sheet appears to be correctly completed, the Branch Equipment Superintendent/Foreman will sign and give the Truck Supplier a copy of the Hired Equipment Sheet. The other copy(ies) will be retained by the Branch Equipment Superintendent/Foreman and used for internal accounting and invoice reconciliation purposes.

2.2.3 Legal Effect of Hired Equipment Sheet

The approval of the Hired Equipment Sheet by the Branch Equipment Superintendent/Foreman is not an acknowledgement or acceptance that the Truck Supplier has provided the Service in accordance with this Contract and the City reserves all rights to contest or question the Hired Equipment Sheet information in the event that the City has reasonable or probable grounds to do so.

2.3 Invoices

Invoices for Service provided by the Truck Supplier must comply with the following requirements:

2.3.1 Monthly Billing

Invoices must be emailed and cover a minimum period of one month prior to the date of submitting the invoice.

2.3.2 Separate Invoice for Each Branch

Where the Truck Supplier has provided Service to more than one Branch, the Truck Supplier must submit separate invoices to each Branch for the Service provided to that Branch.

2.3.3 Must Match Hired Equipment Sheet Data

Each invoice must be based on and correspond accurately to the information set out in the Hired Equipment Sheets approved and signed by the Branch Equipment Superintendent/Foreman.

2.3.4 Required Invoice Information

Each invoice must include all relevant information requested by the City, including hours of Service, corresponding Hired Equipment Sheet document numbers, City activity code for the Service provided/truck used, and the City's code for that Truck Supplier.

2.4 Payment

The City will pay the Truck Supplier for the Service within 30 days of receiving a proper invoice for same. No compensation or reimbursement of expenses will be payable to the Truck Supplier for performing the Service except as set out in this Section. Where the Truck Supplier owes the City money for any reason, any amount owing for the Services may be set off against that amount. All Trucks Supplier will processed and paid thru EFT Payment Process

2.5 Records

The Truck Supplier will keep full and proper accounts and records of all matters relating to the provision of Service and all receipts, invoices, journey logs, vouchers, and Hired Equipment Sheets relating to it. All such information will be at all times open to inspection and audit by the City in order for the City to verify compliance with any aspect of this Contract. All such information will be kept by the Truck Supplier (and be made available to the City) for a period of 5 years following the date to which the information relates.

2.6 Canadian Currency

All rates payable under this Contract are expressed in and will be payable in Canadian dollars.

3.0 SERVICE REQUIREMENTS

3.1 Truck Specific Requirements

Truck Suppliers must satisfy and maintain all physical requirements set by the City from time to time for the type of equipment involved. Without limiting the general scope of the above, and by way of example only, Truck Suppliers must:

(a) have a current safety inspection certificate and supply the COV represetative with a copy of any subsequent re-certifications;

(b) ensure all trucks are equipped with a functioning back-up alarm and a trailer hitch (pintle hitch preferred);

(c) ensure that hydraulic tailgates are operable at all times, if so equipped;

(d) ensure that manual tailgates with chains are maintained in a safe condition at all times, if so equipped;

(e) have the Truck Supplier's or Operator/Driver's name and address (i.e. city of origin) painted on the door in lettering at least 5 cm (2") high and ensure that this matches the information on the supporting documents (IE. insurance, vehicle registration);

(f) ensure that all trucks have an insulating plastic strip on top of the dump box;

(g) ensure that all trucks have a safe means of access to interior of truck box;

(h) ensure all trucks are equipped with the necessary tie downs and chains to secure loads; and

(i) ensure that all trucks have an automatic tarpaulin system for securing all loose material loads.

3.2 Operator/Driver Specific Requirements

The Truck Supplier must ensure that all of its Operator/Drivers:

(a) understand and work in compliance with the *Workers Compensation Act* (British Columbia) and its Regulations and follow City standards and policies with respect to multiple contractors working on a construction site, and in this regard, the Truck Supplier is now designated and agrees that it is the Prime Contractor, and agrees to be, for the purposes of the *Workers Compensation Act* (British Columbia) and its Regulations, in all aspects of providing the Service and will comply with all obligations of the Prime Contractor set out in the *Workers Compensation Act* (British Columbia) and its Regulations as they relate to the provision of the Service;

(b) assist in loading and unloading materials as requested;

(c) are fully conversant in the safe operation of the vehicle/equipment; and

(d) operate the vehicle in a safe and courteous manner.

3.3 General Service Requirements

The Truck Supplier will:

(a) ensure that any alterations (including a change in tire size on trucks) to the truck or equipment that may affect the operating characteristics or the carrying capacity are reported to the Contracts Manager before acceptance of any City work subsequent to the alterations;

(b) ensure that only a truck and equipment described on the Application Form to which this Contract is attached is used to provide Service;

(c) ensure that the Operator/Driver of the truck is fully trained in the safe operation of the truck and equipment;

(d) ensure that the Operator/Driver has basic English language communication skills;

(e) ensure that the Operator/Driver has a good understanding of the City of Vancouver street system, including without limitation and by way of example only, the designated truck routes;

(f) comply with the City's Harassment Policy (Truck Supplier should request a copy of same at the time of submitting their Application Form) at all times and in a manner satisfactory to the Contracts Manager;

(g) comply with all applicable laws and regulations at all times including without limitation and by way of example only:

(i) all City By-laws regulating truck use, including truck route regulations (Truck Suppliers should request a copy of the City's truck route map when submitting their Application Form) and regulations regarding:

A. engine brake noise,
B. weight/load restrictions,
C. load securing requirements, and

(ii) the *Motor Vehicle Act* (British Columbia) and related regulations including by way of example only the National Safety Code Regulations, Division 37, which prohibit any driver from operating a commercial motor vehicle beyond the specified maximum number of hours;

(h) ensure that the Operator/Driver complies at all times with the City's zero tolerance policy for drugs and alcohol. This means the Truck Supplier is not to have any narcotics or alcohol on any person or within the truck at any time. The Truck Supplier must not allow or cause any of its Operator/Drivers to be under the influence or consume any narcotics or alcohol, which would or could affect the drivers' ability to operate the vehicle at any time prior to or during the provision of the Service; and

Initials: _____

(i) comply with the City's policy on "Unnecessary Engine Idling": shut the engine off it does not need to be running to power auxiliary equipment or PTO's.

4.0 GENERAL LEGAL TERMS AND CONDITIONS

The Truck Supplier now acknowledges, confirms, and agrees that:

(a) all Operator/Drivers have now and will maintain at all times a valid B.C. Driver's License authorizing the operation of the truck and equipment described in the Application Form to which this Contract is attached;

(b) the Truck Supplier has and will have at all times a valid City of Vancouver Business License;

(c) the Truck Supplier is responsible for and now indemnifies the City for all Losses (as defined in Appendix A) which relate to or arise out of any and all acts or omissions of the Truck Supplier or the Truck Supplier's employees or agents as a result of providing the Service or as a result of any breach of this Contract by the Truck Supplier;

(d) the Truck Supplier is responsible for and now releases the City from all claims for liability relating to any and all Losses (as defined in Appendix A) relating to personal injury, death, loss or damage to property except where same is caused by the intentional or grossly negligent acts or omissions of the City or its employees;

(e) all information provided in the Application Form is true, complete, and accurate in every respect;

(f) the GST status of the Truck and Operator/Driver is as indicated in the Application Form and, if registered for GST, the GST registration number(s) is accurately shown;

(g) the Truck Supplier's trucks and equipment is and will at all times be properly and fully maintained and in good and safe operating condition and will at all times be licensed and insured in compliance with the City's requirements ($5,000,000 minimum ICBC Third Party Liability and $5,000,000 minimum Commercial General Liability insurance) and that any changes occurring after being accepted for placement on the Approved List will be reported to the City's Supervisor of Driver Training before acceptance of any request for Service subsequent to the change;

(h) WorkSafeBC coverage is and will at all times be maintained and kept current and in good standing;

(i) this Contract will be governed by the laws of British Columbia;

(j) other than the rates posted from time to time by the City pursuant to Section 2.1.1 of this Contract and the policies published by the City from time to time on the topics of harassment, drug, alcohol possession and use, this Contract forms the entire agreement between the City and the Truck Supplier with respect to each day that the City requests and the Truck Supplier supplies Service under this Contract and may not be amended except by the further written agreement of the Truck Supplier and the City; and

Initials: _____

(k) this is a legally binding document and the City has advised the Truck Supplier to obtain legal advice prior to responding to the Request for Applications and prior to providing Service under this Contract.

THE TRUCK SUPPLIER HAS ACKNOWLEDGED ITS AGREEMENT TO BE BOUND BY THE TERMS OF THIS CONTRACT BY SIGNING THE APPLICATION FORM TO WHICH THIS CONTRACT IS ATTACHED.

ANNEX 1
DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

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

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