



REQUEST FOR PROPOSALS

RECYCLING RECEIVING YARD OPERATING AND HAULING SERVICES

RFP No. PS20140305

Issue Date: April 10, 2014

Issued By: City of Vancouver

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RECYCLING RECEIVING YARD OPERATING AND HAULING SERVICES
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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 an experienced operator for the City’s residential recycling receiving yard with the capability to transfer recyclables to a designated processing facility on a daily basis. 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.

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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.
- (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 - SUPPLY 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 submission of Information Meeting Attendance Form (Appendix 1 to this Part A)	4:00 P.M. Monday April 14, 2014
Information Meeting	10:00 A.M. Tuesday April 15, 2014
Deadline for Enquiries	4:30:00 P.M. Wednesday April 16, 2014
Closing Time	3:00:00 P.M. Thursday April 24, 2014

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.

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- 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”).
- 4.2 Each Proponent should submit its Proposal in an envelope clearly marked with the Proponent’s name and the RFP title and number (“Recycling Receiving Yard Operating and Hauling Services; PS20140305”) to the following address:

City of Vancouver
Supply Chain Management Department
453 West 12th Avenue
Vancouver, British Columbia
Canada, 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 that four hard copies and one electronic copy (on a flash drive, memory stick or similar medium) of each Proposal (or amendment) be submitted.
- 4.7 Proposals should not be bound in three-ring binders.
- 4.8 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.

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- 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.
- 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.
- 5.4 An information meeting and Site visit (the "**Information Meeting**") will be held to enable Proponents to seek clarification with respect to any aspect of the RFP in a group forum. The details are as follows:
- Date: as specified in Section 2.1 above.
- Time: as specified in Section 2.1 above.
- Location: 1198 East Kent Avenue South, Vancouver, BC.
- 5.5 Potential Proponents are encouraged to read the RFP and submit any questions relating to the RFP to the Contact Person prior to the Information Meeting.
- 5.6 Potential Proponents interested in attending the Information Meeting should pre-register for the Information Meeting by completing and submitting the form contained in Appendix 1 to this Part A, by fax to 604-873-7057, or by e-mail to eamonn.savage@vancouver.ca on or before the time and date specified in Section 2.1 above.
- 5.7 The City will in good faith attempt to give accurate oral responses to questions posed during the Information Meeting but Proponents are advised that they may only rely on

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the written information contained herein or in documents posted to the City's website, as described in Section 5.2 above.

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 Supply Agreement included as Part D hereof is consistent with its Proposal. If the Proposal is inconsistent with any part of the Supply 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 from the Effective Date until November 29, 2018 with two additional one year extensions at the City's discretion.

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 Proponents must place pricing information in Schedule of Payment Matrix 1 and 2 in Annex 1 to the RFP. Price escalation will be based on the All-Items Consumer Price Index for Vancouver, British Columbia ("CPI") as outlined in Annex 1 Section 19.0 - Escalation. Proponents may suggest other forms of adjusting unit rates for inflation and the City may or may not consider these.

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.
- 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 (i) Proponents' skills, knowledge, reputations and previous experience(s), including experience(s) with the City (if any); (ii) Proponents' capabilities to meet the City's Requirements (as defined in Part B) as and when needed, (iii) quality and service factors, and (iv) environmental or social sustainability impacts. 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

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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 Supply 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.
- 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

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- (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.

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

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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 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

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(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 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

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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 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 Supply Agreement;
- (b) **"City"** means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter;
- (c) **"Proponent"** means an entity, which is not, by the terms hereof, restricted from submitting a Proposal, and which does submit a Proposal;
- (d) **"Proposal"** means a proposal submitted in response to the RFP; and
- (e) **"Proposal Form"** means the form contained in Part C of the RFP.
- (f) **"Supply Agreement"** means the Supply Agreement contained in Part D of the RFP;

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

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**APPENDIX 1 TO PART A
INFORMATION MEETING ATTENDANCE FORM**



FINANCIAL SERVICES GROUP
Supply Management

Re: Request for Proposals No. PS20140305, Recycling Receiving Yard Operating and Hauling Services

To acknowledge your intent to attend the Information Meeting and to ensure that you receive the required information, please submit this form to the person identified below in accordance with the RFP:

EAMONN SAVAGE
City of Vancouver
Fax: 604-873-7057
Email: eamonn.savage@vancouver.ca

Proponent's Name: _____

Address: _____

Key Contact
Person: _____

Telephone: _____ Fax: _____

E-mail: _____ Incorporation Date: _____

Our company WILL ☐ / WILL NOT ☐ attend the information meeting for Request for Proposals No. PS20140305, Recycling Receiving Yard Operating and Hauling Services.

Signature

Name of Authorized Signatory

E-mail Address

Date

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PART B - CITY REQUIREMENTS AND ITEMS TO BE ADDRESSED IN PROPOSALS

1.0 CITY REQUIREMENTS

1.1 The City requires a Supplier to provide the services summarized in items (a) to (g) of this Section 1.1 which are explained in detail in Annex 1 to the RFP (together, the “Requirements”). Capitalized terms that are used below but have not been previously defined are defined in Section 1.0 of Annex 1 to this RFP:

- (a) enter into and comply with a Licence Agreement with the City, for a nominal fee, for use of the Recycling Receiving Yard property;
- (b) provide all labour, materials and equipment necessary to operate and maintain the Recycling Receiving Yard in accordance with the requirements of the Contract Documents and the Licence Agreement for the Recycling Receiving Yard;
- (c) receive and weigh PPP that are recovered from the City’s residential recycling programs and delivered to the Recycling Receiving Yard in Collection Vehicles;
- (d) ensure all PPP, debris and/or garbage is contained within the perimeter of the Recycling Receiving Yard;
- (e) transport all PPP delivered to the Recycling Receiving Yard on a given day to the Designated Delivery Point(s) before 7:00 pm the same day;
- (f) report on all PPP delivered to the Recycling Receiving Yard and transported to the Designated Delivery Point.

Further information regarding the Requirements is contained in Annex 1 to the RFP.

1.2 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.

1.3 Unless otherwise stated, if, and wherever, the Requirements state a brand name, a make, the name of a manufacturer, a trade name or a vendor catalogue number, it is for the purpose of establishing a grade or quality of materials, goods or equipment only. It is not intended to rule out the use of other equivalent materials, goods or equipment. If, however, products other than those specified are proposed in any Proposal, the Proposal must explicitly include the names of such products and their manufacturers, any trade names and any applicable vendor catalogue numbers, and the City may request that the Proponent provide specific evidence of equivalency. Evidence of quality in the form of samples may also be requested.

1.4 To the extent that the Requirements express estimates of quantities or volumes of recyclable materials or numbers or frequencies of trips expected to be required or transferred by the City, the City cannot offer any assurances that such quantities or volumes will in fact be required.

1.5 The successful Proponent will be required to enter into a licensing agreement with the City in the form of Annex 5 to the RFP.

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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.
- 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 2.14 of this Part B and the numbered sections of Annex 1 to the RFP. The Proponent should submit 4 copies of its Technical Proposal.
- 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, which should be in accordance with Part A of the RFP, and, which should be in the form of the Schedule of Payment matrixes in Annex 1. The Proponent should submit 1 copy of its Commercial Proposal in a separate envelope marked “Commercial Proposal”.
- 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 7 of Part A and 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 operation of a recycling transfer facility and provision of recyclables hauling services. 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.

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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. This section of the Proposal may be completed by cross-referencing the “Technical Proposal” section where appropriate.
- 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. In addition, this section of the Proposal should include a completed table in the following form:

SUSTAINABILITY INITIATIVE AND DESCRIPTION	DETAILS	RESPONSE
<u>A. GREENHOUSE GAS / CARBON REDUCTION</u> <u>- General</u> <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 service takes into account strategies to reduce its carbon footprint. What is your company doing to reduce the greenhouse gas (GHG) emissions of the vehicles and equipment that will be used to transport the recyclables to the designated facility? Please be specific about initiatives in place (such as driver training, fuel types, technology, etc.)</p>	
<u>B GREENHOUSE GAS / CARBON REDUCTION</u> <u>- Fleet Emissions</u>	<p>Does your company track GHG emissions for your fleet and equipment annually? Please describe.</p>	
<u>C GREENHOUSE GAS / CARBON REDUCTION</u> <u>- Round Trip Statistics</u>	<p>The City would like the recyclables to be transported in as energy efficient a manner as possible to reduce GHG emissions. Where possible, please provide an estimate of:</p> <p>a. estimated total number of trips per day</p>	

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SUSTAINABILITY INITIATIVE AND DESCRIPTION	DETAILS	RESPONSE
	to move the recyclables; b. the estimated average fuel consumption per trip; c. the fuel type expected to be used; d. estimated GHG emissions per trip.	
<u>D. WASTE REDUCTION</u> The City aims to reduce waste where possible.	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.	
<u>E. SOCIO-ECONOMIC SUSTAINABILITY</u> 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.	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.	

Additionally, each Proposal should be accompanied by a duly completed Declaration of Supplier Code of Conduct Compliance in the form of Annex 3 and Assessment of Vendor Sustainability Leadership Questionnaire in the form of Annex 4.

- 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. 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.

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PART B - CITY REQUIREMENTS AND ITEMS TO BE ADDRESSED IN PROPOSALS

- 2.12 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 Supply Agreement. If no amendments to the Supply Agreement are proposed, the Proponent should state that its Proposal is fully consistent with the Supply Agreement.
- 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 2 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 11.4 of the Supply 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 entering into any Agreement with the City.).
- 2.16 Each Proponent should submit with its Proposal proof of valid WorkSafeBC registration.
- 2.17 Each Proponent must submit with its Proposal a “Consent of Surety” substantially in the form provided as Annex 12 to the RFP duly completed by a surety company authorized and licensed to carry on business in British Columbia.
- 2.18 Within seven (7) calendar days of being notified by the City of the award of the Contract, the successful Proponent, together with a Guaranty Surety Company authorized to do business in the Province of British Columbia, shall be required to enter into a Performance Bond in the amount of five hundred thousand dollars (\$500,000.00) in a form satisfactory to the City’s Director of Legal Services as surety for the due and proper performance of the Contract.
- 2.19 Each Proposal must be submitted under the cover of a completed Proposal Form, including Appendix 1 thereto.

**REQUEST FOR PROPOSALS NO. PS20140305
RECYCLING RECEIVING YARD OPERATING AND HAULING SERVICES
PART C - PROPOSAL FORM**

PROPOSAL FORM

**RFP No. PS20140305, Recycling Receiving Yard Operating and Hauling Services (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. PS20140305
RECYCLING RECEIVING YARD OPERATING AND HAULING SERVICES
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. PS20140305, as amended from time to time and including all addenda.

REQUEST FOR PROPOSALS NO. PS20140305
RECYCLING RECEIVING YARD OPERATING AND HAULING SERVICES
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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 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.

REQUEST FOR PROPOSALS NO. PS20140305
RECYCLING RECEIVING YARD OPERATING AND HAULING SERVICES
PART C - PROPOSAL FORM

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 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));

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- (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.

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.

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PART C - PROPOSAL FORM

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 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.

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PART C - PROPOSAL FORM

- (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 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.

**REQUEST FOR PROPOSALS NO. PS20140305
RECYCLING RECEIVING YARD OPERATING AND HAULING SERVICES
PART C - PROPOSAL FORM**

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.
- (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 RECYCLING RECEIVING YARD OPERATING
AND HAULING SERVICES

DATED <  >

REQUEST FOR PROPOSALS NO. PS20140305
RECYCLING RECEIVING YARD OPERATING AND HAULING SERVICES
PART D - SUPPLY AGREEMENT

SUPPLY AGREEMENT

THIS AGREEMENT is made as of <[REDACTED]>

BETWEEN:

<[REDACTED] **SUPPLIER NAME**>, a <[REDACTED] corporation> organized under the laws of <[REDACTED]> and having an office at <[REDACTED]>

(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 12th Avenue, Vancouver, British Columbia, V5Y 1V4

(hereinafter referred to as the “**City**”)

WHEREAS the Supplier is in the business of operating recycling facilities and hauling residential recyclable materials;

AND WHEREAS the City wishes to procure services to operate its Recycling Receiving Yard and to transfer recyclable materials to a designated processor 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. PS20140305
RECYCLING RECEIVING YARD OPERATING AND HAULING SERVICES
PART D - SUPPLY AGREEMENT**

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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”** has the meaning ascribed to such term in Section 5.1(a);
- (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
 - (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

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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 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;
- (k) **"Documentation"** means calculations, computer programs and other software, drawings, designs, plans, manuals, records, reports, documents, papers,

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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;
- (p) **“Good Industry Practice”** means, in relation to the Supply or the performance of any other obligation under this Agreement, the practices, and the

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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 common law or civil law, including all such Laws relating to Taxes, the environment, human health or safety, pollution and other environmental

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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 PS20140305;
- (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 the City-owned Recycling Receiving Yard located at 1198 East Kent Avenue South, Vancouver, BC;
- (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”** has the meaning ascribed to such term in Section 5.2(a);
- (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

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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) **“Time(s) for Completion”** means the time(s) stated in Schedule E by which the Supply or any particular Supply or part thereof must be completed, as such time(s) may be adjusted (including in relation to a particular instance of Supply), strictly in accordance with this Agreement;
- (ll) **“Variation”** has the meaning ascribed to such term in Section 3.8(a); and
- (mm) **“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.

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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.

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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

**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, this Agreement shall terminate on November 29, 2018 subject to two one year extensions to be exercised at the City’s discretion, or on such later date as the Parties may agree in writing.

**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) 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.
- (c) 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.

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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), Schedule D (Specific Deliverables), Schedule E (Time Schedule for Supply), Schedule G (Project Budget) 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).

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.

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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.

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.
- (b) 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 from the scope of the Supply expressed in Schedule A (Scope of Goods and Services), a time expressed in Schedule E (Time Schedule for Supply) or the items expressed in Schedule D (Specific Deliverables), 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); and

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- (ii) 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 any variations to the Contract Price for such Supply or the Time(s) for Completion for such Supply, and corresponding changes to Schedule G (Project Budget), as necessary, which such agreement must be evidenced in writing.
- (d) If no agreement is reached under Section 3.8(c)(ii) 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 fixture to any part of the Site; and
 - (iii) its incorporation into a work supplied by the Supplier.

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- (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, 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's Manager") has 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) and (each a "Supplier's Manager") each have 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.

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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 written notice to the other Party. In the case of the Supplier, any such designation or removal must be made 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;

6.2 General Health and Safety-Related Acknowledgements and Covenants

The Supplier shall:

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- (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;
- (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; and
- (h) to the extent a "prime contractor", as defined in the WCA, is not already designated by the City for any portion of a Site, the Supplier acknowledges and agrees that it is the prime contractor and assumes and is wholly responsible for the health and safety of all persons at such locations on the basis described in the WCA.

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);

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- (c) promptly take all reasonable steps necessary to avoid recurrence of the violation;
- (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:

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- (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
- (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.

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**ARTICLE 7
PERSONNEL**

7.1 Separate Personnel

- (a) 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.
- (b) Neither the City nor the Supplier shall, and the Supplier shall ensure that none of its Representatives or Subcontractors shall, induce any employee of the other, who may work in connection with the Supply, to leave his or her current employer, and neither of them shall, and the Supplier shall ensure that none of its Representatives or Subcontractors shall, employ or make an offer of employment to any such employee of the other during the term of this Agreement or the period of 365 days after the termination of this Agreement without the express prior approval in writing of the employee's current employer.
- (c) If any persons are brought by the Supplier into Canada for purposes of the Supply, the Supplier shall be responsible for all immigration matters, and for the expatriation and repatriation of such personnel, and the costs of the same shall be deemed included in the Contract Price.

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;

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- (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 organisational structure agreed in writing between the Parties.
- (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) Monthly reports shall be prepared by the Supplier and submitted to the City in a format reasonably acceptable to the City, each within seven days after the last day of the month to which it relates and including but not limited to:
 - (i) Recycling Receiving Yard Weigh Scale Ticket Summary;
 - (ii) Split weighing summary for City collection vehicles;

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- (iii) Split weighing summary for Contractor Collection vehicles;
- (iv) Designated Delivery Point Weigh Scale Ticket Summary; and
- (v) Monthly payment summary;

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 additional 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 Supplier

- (a) Subject to ARTICLE 12 and Section 9.3, the City shall pay the Supplier 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) Notwithstanding any other provision hereof, prior to making any payment under this Agreement, the City shall determine whether the *Builders Lien Act* (British Columbia) applies to this Agreement and, if so:
 - (i) payments made under this Agreement shall be subject to withholding of ten percent of the value of any improvement (as that term is defined in the *Buildings Lien Act* (British Columbia)) to the Site made during the applicable payment period, in the form of a lien holdback, to be held by the City in accordance with the provisions of the statute; and
 - (ii) the lien holdback shall be released by the City 56 days after the issuance of a certificate of completion in conformity with the *Builders Lien Act* (British Columbia) in relation to the Supply if no liens then exist.
- (c) If any lien claim based on the provisions of the *Builders Lien Act* (British Columbia) relating directly or indirectly to this Agreement exists at any time, the Supplier agrees to immediately take all steps and do all things necessary or required to remove, cancel and dismiss such lien and until such lien is removed, cancelled or dismissed (as appropriate, to the satisfaction of the City), all further payments under this Agreement may be withheld by the City or, at the discretion of the City, amounts payable to the Supplier may be used by the City to obtain the removal, cancellation or dismissal of any such lien.

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- (d) Unless otherwise expressly stated in the schedules hereto, the Supplier shall pay any and all costs, including freight, marine and transit insurance, Taxes, 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.
- (e) 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.
- (f) 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.

9.2 Purchase Orders; Content of Invoices

- (a) Each of the Supplier's invoices shall set out, as a minimum (and in such form or format as required by the City):
 - (i) the number of the purchase order of the City relating to the particular Supply to which the invoice relates;
 - (ii) an itemized list of the amounts owing;
 - (iii) the time period to which the invoice relates;
 - (iv) a description of the portion of the Supply to which the invoice relates;
 - (v) the total amounts payable under the invoice;
 - (vi) all supporting documentation relating to disbursements; and
 - (vii) such other information as the City may require from time to time.
- (b) Any terms or conditions proposed by the Supplier to govern the Supply that are contained in any 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.

9.3 Procedure for Invoices

- (a) The Supplier shall submit each of its invoices to the City via email to APInvoice@vancouver.ca on a monthly basis. The City shall thereafter pay the

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invoice within 30 days, provided the other requirements of this Agreement have been satisfied and subject to the other provisions hereof.

- (b) 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 an invoice 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 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 overpayments by the City 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.

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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.

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 Time(s) for Completion and 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, the Other City Entities and their respective officials, officers, employees and agents

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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;
- (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:

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- (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 Contamination of Lands

Without limiting any other provision hereof or any other remedy available to the City hereunder, the Supplier agrees and covenants that if, at any time during the term or following the expiry of this Agreement, the Site or any other lands affected by the Supply are found to be contaminated or polluted (as determined pursuant to Environmental Laws) as a result of or in connection with the Supply, the Supplier shall forthwith at its sole cost:

- (a) undertake all necessary audits, investigations, tests and surveys to determine the nature and extent of the contamination or pollution;
- (b) notify the City of the nature and extent of the contamination or pollution and any proposed or required work necessary to control, abate, dissipate or remove (as appropriate) the pollution or contamination as required by Environmental Laws; and
- (c) undertake the work referred to in the foregoing paragraph (b).

11.3 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 11.3(b), 11.3(c) and 11.3(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 11.3(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,

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

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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 11.3(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 11.3(a); or
 - (ii) the Supplier fails to comply in any material respect with the provisions of Sections 11.3(a) or 11.3(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 11.3(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 co-operation, 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 legal expenses) properly incurred by the person entitled to indemnification in recovering the same; and

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- (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.

11.4 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) 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
- (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) 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;
- (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.

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- (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 11.4(a).
- (g) The cost of the insurances arising under this Section 11.4 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 11.4 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.
- (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

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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 30 days, the City may terminate this Agreement upon notice delivered to the Supplier at any time following the expiration of such period of 30 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 120 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 of undertaking, 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.

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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) 90 days after the due date for payment of an invoice, it has not received payment of that part which has not by that time been contested in writing by the City and provided always that:
 - (i) the Supplier has issued a notice of reminder to the City following the due date for payment in relation to such unpaid sum; and
 - (ii) the termination notice may not be issued until the expiry of 45 days following the issue of such reminder notice; or
- (b) 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.

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- (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 \$5,000, 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 Supplier shall be entitled to payment for any completed portion of the Supply rendered in full compliance 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 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

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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.

**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.

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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.

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.

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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 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

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- (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, including without limitation in relation to the Time(s) for Completion.

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

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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: <☐>

- (ii) if to the City:

City of Vancouver
<☐ Department>
453 West 12th Avenue
Vancouver, BC V5Y 1V4

Attention: <☐>
Facsimile: <☐>

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.

- (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.

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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
 - (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.

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18.11 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**>

Print Name, Title, Signature

Date

Print Name, Title, Signature

Date

CITY OF VANCOUVER

Print Name, Title, Signature

Date

Print Name, Title, Signature

Date

Print Name, Title, Signature

Date

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**SCHEDULE A -
SCOPE OF GOODS AND SERVICES**

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SCHEDULE B -
PRICES FOR SUPPLY

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Notwithstanding any other provision hereof, if the Supplier is, at any time during the term of effectiveness of this Agreement, party to a contract with another customer pursuant to which the Supplier charges effective prices lower than the prices charged to the City for reasonably comparable services, the above-listed prices shall be adjusted, retroactively to the date of effectiveness of such other contract, so that the prices charged hereunder are at least as low as the effective prices charged pursuant to such other contract.

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**SCHEDULE C -
ITEMS TO BE PROVIDED BY THE CITY**

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SCHEDULE D -
SPECIFIC DELIVERABLES

None.

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SCHEDULE E -
TIME SCHEDULE FOR SUPPLY

None.

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SCHEDULE F -
PREFERRED SUPPLIERS

None.

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SCHEDULE G -
PROJECT BUDGET

None.

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**SCHEDULE H -
CITY POLICIES**

1. The City's Supplier Code of Conduct referred to on page A-7 of the RFP.

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**SCHEDULE I -
KEY PROJECT PERSONNEL**

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ANNEX 1 - SCHEDULE OF DETAILED REQUIREMENTS

1.0 DEFINITIONS

“City Engineer” means the General Manager of City of Vancouver Engineering Services or duly appointed representative;

“Collection Vehicle” means a vehicle operated by a Collector to collect PPP from the City’s residential recycling programs and deliver those materials to the Recycling Receiving Yard;

“Collection Contractor” means a private Contractor(s) who is authorized by the City, under a separate collection contract(s), to collect PPP from the City’s residential recycling programs and deliver those materials to the Recycling Receiving Yard;

“Collector” means the City and any Collection Contractor(s);

“Designated Delivery Point” means the location designated by the City for the Supplier to deliver PPP, which, as of the date of the RFP is the facility identified in Section 13.0 below;

“Glass” means PPP Category 8 - Glass Packaging;

“Load” means the material hauled by a single Collection Vehicle and delivered to the Recycling Receiving Yard by a Collector;

“MCO” means mixed containers consisting of: (1) PPP Category 3(a) - Other paper packaging (containing liquids when sold); (2) PPP Category 6 - Other plastic packaging; and (3) PPP Category 7 - Metal packaging, each as further described in Annex 13 of the RFP;

“MPP” means mixed paper products consisting of: (1) PPP Category 1 - Printed papers; (2) PPP Category 2 - Old corrugated cardboard; and (3) PPP Category 3(b) - Other paper packaging (not containing liquids when sold), each as further described in Annex 13 of the RFP;

“Payload” means the total weight, in kilograms, of PPP carried by a Collection Vehicle;

“Packaging and Printed Paper” or “PPP” means the materials set out in Annex 13 of the RFP;

“Subcontractor” means the person or persons with whom the Supplier has made an agreement to perform a portion or portions of the Work or to supply materials or equipment therefore;

“Supplier” means the successful Proponent who provides the Recycling Receiving Yard Operating & Hauling Services as set forth in the Contract Documents and to whom Vancouver City Council awards the Contract;

“Tonnes” means metric tonnes;

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ANNEX 1 - SCHEDULE OF DETAILED REQUIREMENTS

“Recycling Receiving Yard” means the City’s facility, located at 1198 East Kent Avenue South, Vancouver BC;

“Transfer Vehicle” means a vehicle operated by the Supplier to transport PPP from the Recycling Receiving Yard to the Designated Delivery Point;

“Work” means the receiving, consolidating, repacking and transporting to the Designated Delivery Point of PPP delivered to the Supplier by a Collector and all other things necessary and incidental to the performance of those activities, all as further described in this Annex 1.

2.0 BACKGROUND OF RESIDENTIAL RECYCLING IN VANCOUVER

2.1 The City of Vancouver recycling collection program serves a population of approximately 600,000 and now recovers approximately 31,000 tonnes of recyclable materials annually.

a) The City’s residential Blue Box Recycling Program has been operating city-wide since 1990, and now services approximately 108,000 single-family, duplex, and secondary-suite residences. In 2013, the Blue Box Program recovered approximately 19,000 tonnes of Recyclable Materials.

b) The City’s Apartment Recycling Program has been operating city-wide since 1999, and services approximately 168,000 units in approximately 5,000 buildings. In 2013, the Apartment Recycling Program recovered approximately 12,000 tonnes of recyclable materials.

2.2 The City employs on average twenty-five single person crews (members of the Canadian Union of Public Employees Local 1004) operating power assisted, side loading, Labrie/Mack collection vehicles. The City crews service Blue Box customers and approximately 60,000 apartment units (2,600 buildings). Each crew services approximately 800 homes per day and dumps at the Recycling Receiving Yard, on average, twice per day.

2.3 The City-owned Recycling Receiving Yard is currently located at 1198 East Kent Avenue South, Vancouver, BC. The Recycling Receiving Yard will be licenced to the successful Proponent at a nominal fee for the term of the Contract. The Recycling Receiving Yard currently contains a truck weigh scale, site office, three lock block bunkers with fabric canopies, and a loading ramp.

2.4 There are three (3) areas of the City where recycling collection is provided by a Collection Contractor (covering Vancouver’s West End, Downtown, Mount Pleasant, Fairview, and a portion of Kitsilano communities). The number of Collection Vehicles and the collection schedule are established by the Collection Contractor. The current Collection Contractor responsible for serving these three areas is Waste Management of Canada.

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3.0 CHANGES TO CITY RECYCLING PROGRAM

The City of Vancouver recycling programs currently collect materials in three (3) streams: newspaper, mixed paper products, and mixed containers. Starting May 20, 2014 the City anticipates collecting PPP in two streams: (1) MPP; and (2) MCO and Glass commingled. At a later date the City anticipates implementing collection of PPP in three streams: (1) MPP; (2) MCO; and (3) Glass.

4.0 OPERATION OF THE RECYCLING RECEIVING YARD

The Supplier shall take the Recycling Receiving Yard "as is", and operate and maintain the Recycling Receiving Yard at its sole cost and expense and as set forth in the Contract Documents, the Licence Agreement attached as Annex 5 and to the satisfaction of the City Engineer. Without limiting the generality of the foregoing, the Supplier shall:

- a) manage Recycling Receiving Yard operations and provide Recycling Receiving Yard improvements as required such that all PPP, debris, and/or garbage is contained within the perimeter of the Recycling Receiving Yard at all times;
- b) maintain all Recycling Receiving Yard improvements including, but not limited to, the weigh scale, office building, washroom, lock block bunkers, yard lighting, landscaping, asphalt surface, gate, and perimeter fence all to the satisfaction of the City Engineer;
- c) promptly repair any damage to the Recycling Receiving Yard caused by day-to-day operations, vandalism, storm, fire or otherwise, to the satisfaction of the City Engineer;
- d) patrol the Recycling Receiving Yard daily and ensure any blown PPP, debris, and/or garbage located within a 60 meter radius beyond the property line is collected and disposed of at the Supplier's expense;
- e) maintain the Recycling Receiving Yard in a clean, sanitary, and orderly manner at all times and in compliance with all applicable regulations, permits, licenses, laws, including but not limited to Noise Control By-Law Number 6555 and Motor Vehicle Noise and Emission Abatement By-Law no. 9344;
- f) maintain Recycling Receiving Yard security to the satisfaction of the City Engineer;
- g) receive and weigh PPP that are recovered from the City's residential recycling programs and delivered to the Recycling Receiving Yard in Collection Vehicles;
- h) maintain the segregation of PPP streams in the manner in which PPP is delivered to the Recycling Receiving Yard;
- i) transport all PPP delivered to the Recycling Receiving Yard on a given day to the Designated Delivery Point by 7:00 pm the same day;
- j) prohibit smoking at the Recycling Receiving Yard;

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ANNEX 1 - SCHEDULE OF DETAILED REQUIREMENTS

- k) use a loader at the Recycling Receiving Yard only if the bucket is protected with a teflon or rubber tip;
- l) trim and maintain trees and vegetation to prevent damage to the perimeter fence, and preserve, maintain, and renew all landscaping to the satisfaction of the City Engineer;
- m) keep Recycling Receiving Yard yard lights on daily from dusk to dawn at a minimum;
- n) provide all labour, materials and equipment necessary to operate and maintain the Recycling Receiving Yard in accordance with the requirements of the Contract Documents and the Licence Agreement, including without limitation, telephones, administrative and office supplies, office equipment and furniture, maintenance supplies and equipment, including cleaning supplies and hand tools as are necessary for the normal operation and maintenance of the Recycling Receiving Yard; and
- o) provide and pay for all hydro and telephone service to the Recycling Receiving Yard and all such equipment and services required to operate the Recycling Receiving Yard pursuant to the Agreement.

The Supplier shall report any damage to the Recycling Receiving Yard immediately to the City Engineer.

Unless approved otherwise, in writing, by the City Engineer, the Recycling Receiving Yard shall be operated exclusively for receiving PPP that has been collected and delivered by the City and Collection Contractors.

5.0 OPERATING HOURS

Unless approved otherwise, in writing, by the City Engineer, the Recycling Receiving Yard must be open for receiving Collection Vehicles, at a minimum, 6:30 a.m. to 5:30 p.m. every day that recycling collection by the City or a Collection Contractor is scheduled. See Annexes 6 to 8 for current City and Collection Contractor recycling collection schedules.

Special arrangements may be required to ensure that Collection Vehicles have access to the Recycling Receiving Yard, as required by the City Engineer in his sole discretion, on weekends and statutory holidays, or to accommodate periodic overtime and irregular hours, without extra cost to the City. Such overtime is generally required to make up for statutory holidays or to account for exceptional circumstances, including snow or ice storms.

6.0 WIND BLOWN LITTER

The Supplier shall monitor wind conditions and adjust or suspend the Supplier's operations as necessary to control and eliminate wind-blown litter from the Recycling Receiving Yard.

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It is the sole responsibility of the Supplier to ensure all PPP, debris and/or garbage is contained within the perimeter of the Recycling Receiving Yard. The Supplier shall be deemed to have failed in the performance of the Work if PPP, debris and/or garbage escape the Recycling Receiving Yard. Any PPP, debris and/or garbage that escapes the Recycling Receiving Yard shall be immediately collected and disposed of at the Supplier's expense. The Supplier shall implement mechanisms, procedures and site improvements that will prevent a repeat of a failure to contain PPP, debris and/or garbage within the perimeter of the Recycling Receiving Yard.

If the Contractor fails to rectify any of the above noted items after being given 24 hours' notice by the City, the City shall take such measures as are appropriate to remedy the situation with all associated costs being the responsibility of the Contractor. The City shall be entitled to offset such costs against amounts owing to the Contractor pursuant to the Contract Documents.

7.0 ITEMS TO BE PROVIDED BY THE CITY

The following equipment will be provided for the Supplier to use in the performance of the Work. The Supplier will be responsible for all costs related to the repair and maintenance of all equipment on site.

- a) The City will provide the following:
 - i. 3 lock block bunkers;
 - ii. Weigh scale; and
 - iii. Office building including washroom.
- b) The following equipment will be left behind "as-is" by the existing site operator. It is up to the Supplier to determine whether this equipment will be used:
 - i. 3 fabric canopies and trusses on top of the lock block bunkers;
 - ii. Lock block loading ramp; and
 - iii. Netting behind the loading ramp.

8.0 TURN-AROUND TIME

Collection Vehicles shall not be detained waiting to enter, weighing in, unloading at, weighing out, and leaving the Recycling Receiving Yard for a total period exceeding fifteen (15) minutes per vehicle.

9.0 WEIGH SCALE

The Supplier shall be responsible for the operation, maintenance, and repair of the Recycling Receiving Yard weigh scale. The weigh scale must be maintained in good condition and must be certified for trade by Measurement Canada. The Supplier shall be responsible for maintaining the accuracy of the weigh scale and complying with the

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Canadian Weights and Measures Act and Regulations. The Supplier shall have weigh scale calibration checks performed at regular intervals, not less than twice per year, by Measurement Canada accredited organizations. The Supplier shall provide a copy of each weigh scale calibration check to the City Engineer. The Supplier shall ensure that all staff operating the weigh scale are trained to operate the scale correctly and accurately. In the event of a weigh scale malfunction or failure, the Supplier shall be responsible for all costs associated to continue to carry out the Work.

10.0 WEIGHING AND GRADING

Upon entering the Recycling Receiving Yard, a Collection Vehicle will drive onto the weigh scale to determine its Payload. (Note: the City Engineer will provide the Supplier with the tare weights of each Collection Vehicle at the beginning of the Contract). Collection Vehicles will only be weighed once (i.e., upon entering the Recycling Receiving Yard) unless a split-weighing is required, as set forth in Section 11.0 of this Annex 1. The weigh master shall provide a copy of the weigh ticket to the Collection Vehicle operator at the time of each weighing.

Every Load shall be categorized as a “standard” Load or a “non-standard” Load. A Load shall be considered to be a “standard” Load unless indicated otherwise by the weigh master on all copies of the weigh ticket. A “standard” Load shall be considered as PPP segregated into three streams:

- a) MPP;
- b) MCO; and
- c) Glass;

The type of “non-standard” Loads delivered to the Supplier shall be indicated on all copies of the weigh ticket. Non-standard Loads could be delivered to the Supplier as follows:

- a) PPP segregated into two streams:
 - i. MPP; and
 - ii. MCO and Glass commingled;
- b) MPP Load;
- c) MCO Load;
- d) Glass Load;
- e) MCO and Glass commingled Load

In the event of a Collection Vehicle bulkhead failure the Supplier shall make reasonable efforts to segregate the PPP into MPP, MCO and Glass (if applicable) streams prior to consolidation and repacking PPP for transport.

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11.0 SPLIT-WEIGHING

The total weight (i.e., the Payload) of materials for each delivered Load shall be determined by the Supplier in all cases.

Further, certain Loads, in addition to having their total weight determined by the Supplier, shall also have the individual weight of each stream of PPP (MPP, MCO, Glass and/or commingled MCO and Glass) determined by the Supplier according to the following split-weight criteria:

- a) The Supplier shall have the individual weight of each stream of PPP in Loads from Collection Vehicles determined by weighing the Collection Vehicle:
 - i. three (3) times if PPP is delivered in two (2) streams (MPP, commingled MCO and Glass); or
 - ii. four (4) times if PPP is delivered in three (3) streams (MPP, MCO and Glass).

Truck tare weight records must not be used for split-weigh calculations.

- b) The Supplier shall have the individual weight of each stream of PPP in Loads from City Collection Vehicles determined for a minimum of twenty-five (25) Loads per calendar month and a maximum of thirty (30) Loads per calendar month.
- c) The Supplier shall have the individual weight of each stream of PPP in Loads from Collection Contractor Collection Vehicles determined for a minimum of fifteen (15) Loads per calendar month and a maximum of twenty (20) Loads per calendar month.
- d) The Supplier shall have the individual weight of each stream of PPP in Loads determined a minimum of one (1) time per month for each City Collection Vehicle and a minimum of one (1) time per month for each Collection Contractor Collection Vehicle in service, up to a maximum of two (2) times per month for each City Collection Vehicle and up to a maximum of four (4) times per month for each Collection Contractor Vehicle.
- e) The Supplier shall have the individual weight of each stream of PPP in Loads determined for no more than six (6) Loads per day.

The City Engineer reserves the right to cancel the above split-weighing criteria at any time and supersede it with a revised split-weighing criteria. The Supplier shall adopt the revised split-weighing criteria within one (1) working day of being so advised by the City Engineer.

12.0 RECYCLING CARTS

Recycling carts (inadvertently collected in Collection Vehicles) delivered in Loads shall be removed by the Supplier and set aside at the Recycling Receiving Yard for retrieval by a Collector.

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13.0 PPP CONSOLIDATION AND TRANSPORTATION

The Supplier shall be responsible for consolidating PPP delivered to the Recycling Receiving Yard by Collection Vehicles, maintaining the segregation of PPP streams in the manner in which PPP is delivered to the Recycling Receiving Yard, and transporting the PPP to a Designated Delivery Point.

The initial Designated Delivery Point for all PPP streams is:

CASCADES RECOVERY
12345 104th Avenue
Surrey BC V3V 3H2

If the Designated Delivery Point changes during the term of the Contract, such new Designated Delivery Point will be within 30 minutes (on average based on typical traffic conditions between 10am and 2pm Monday to Friday) of Vancouver city limit. In the event the new Designated Delivery Point is beyond the 30 minute drive-time threshold, Supplier will be compensated for any incremental costs associated with transportation beyond the threshold via the change order mechanism set out in the Contract.

The Supplier shall not compact PPP at ratio higher than 2.5:1.

The Supplier will transport all PPP delivered to the Recycling Receiving Yard on a given day to the Designated Delivery Point(s) before 7:00 pm the same day.

14.0 PPP VOLUME ADJUSTMENT

There may be an adjustment to PPP volumes delivered to the Recycling Receiving Yard that occurs as of May 1, 2016 when the City's contract with the Collection Contractor expires. Currently no decision has been made on the approach to collection of PPP from Multi-Family buildings in Vancouver after April 30, 2016.

The City and the Supplier shall, if warranted, negotiate changes to the Contract prices for an adjustment to PPP volumes delivered to the Recycling Receiving Yard.

Contract price negotiation shall be based on the Contractor's bona-fide incremental cost that is directly associated with an adjustment to PPP volumes delivered to the Recycling Receiving Yard.

15.0 MONTHLY RECYCLING RECEIVING YARD WEIGH SCALE TICKET SUMMARY

The Supplier shall be responsible for submitting to the City Engineer (an electronic record in Excel format, in a form acceptable to the City Engineer) by the seventh (7th) day of the following month a Recycling Receiving Yard Weigh Scale Ticket Summary for the previous month with an accompanying table which includes, but is not limited to, each Load delivered, organized by date and listing the truck number, the weigh ticket number, and the Payload. Each "non-standard" Load must be identified in the Recycling Receiving Yard Weigh Scale Ticket Summary as set forth in Section 10 "Weighing and Grading". Originals of all weigh tickets must be retained by the Contractor for the

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duration of the Contract and must be made available to the City Engineer within two (2) working days of time of request.

A sample Monthly Recycling Receiving Yard Weigh Scale Ticket Summary template is shown in Annex 9.

16.0 MONTHLY SPLIT-WEIGHING SUMMARY

The Supplier shall also be responsible for submitting to the City Engineer (an electronic record in Excel format, in a form acceptable to the City Engineer) by the seventh (7th) day of the following month a Split-Weighing Summary for each Load in the previous month in which a split-weighing was weighed as set forth in Section 11 of this Annex 1, organized by date and listing truck number, the weigh ticket number, and the weight, in kilograms, of MPP, MCO, Glass and/or commingled MCO and Glass as applicable.

The Supplier shall add the weights of each stream of PPP recorded in the Split-Weighing Summary and shall calculate the relative percentage of weight for MPP, MCO, Glass and/or commingled MCO and Glass as applicable, accurate to two (2) decimal places, separately for City Collection Vehicles and for Collection Contractor Collection Vehicles.

A sample Monthly Split-Weighing Summary template is shown in Annex 9.

17.0 MONTHLY DESIGNATED DELIVERY POINT WEIGH SCALE TICKET SUMMARY

The Supplier shall be responsible for submitting to the City Engineer (an electronic record in Excel format, in a form acceptable to the City Engineer) by the seventh (7th) day of the following month a Designated Delivery Point Weigh Scale Ticket Summary for the previous month with an accompanying table which includes, but is not limited to, each Transfer Vehicle load, organized by date and listing the truck number, the weigh ticket number, the Payload, the Designated Delivery Point address, and the shortest (one-way) driving distance from the Recycling Receiving Yard to the Designated Delivery Point.

A sample Monthly Designated Delivery Point Weigh Scale Ticket Summary template is shown in Annex 9.

18.0 MONTHLY WEIGHT SUMMARY

The Supplier shall be responsible for submitting to the City Engineer (an electronic record in Excel format, in a form acceptable to the City Engineer) by the seventh (7th) day of the following month a Weight Summary for the previous month with a summary of PPP delivered to the Recycling Receiving Yard and of PPP transported to the Designated Delivery Point.”

A sample Monthly Weight Summary is shown in Annex 9.

19.0 ESCALATION

Beginning on the second anniversary of the Effective Date, if there has been a year over year

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increase of 2% or more from the previous year in the All-Items Consumer Price Index for Vancouver, British Columbia ("CPI") the contract prices (i.e. Unit Rates) will be adjusted for inflation by an amount equal to the amount of the change in the CPI using the following formula:

$$\text{New rate (t)} = \text{existing rate (t-1)} \times [\text{CPI (t-1)}/\text{CPI (t-2)}]$$

where CPI = annual average All-Items Consumer Price Index for Vancouver, British Columbia for the referenced year, Statistics Canada Catalogue no. 62-001-X (v41692930).

t = year that requires inflation adjustment (the adjustment year).

t-1 = year before the adjustment year.

t-2 = year two years before the adjustment year.

20.0 PAYMENT PROCESS

Payment shall be made following the end of each month on the basis of the Unit Rates for Recycling Receiving Yard Site Operation & Maintenance, Unit Rates for Hauling, Unit Rates for Separating MCO and Glass (if applicable), the PPP weights delivered to the Designated Delivery Point(s) in the month, and the shortest one-way truck route driving distance (regardless of actual routes driven) from the Recycling Receiving Yard to the Designated Delivery Point(s), for each PPP stream in the month.

Total payment due each month shall be the sum of the payment due for Recycling Receiving Yard Site Operation & Maintenance, Hauling and Separating MCO and Glass (if applicable), for each PPP stream, as calculated by the Supplier and as verified by the City Engineer.

The Supplier shall be responsible for submitting to the City Engineer (an electronic record in Excel format, in a form acceptable to the City Engineer) by the seventh (7th) day of the following month a Monthly Payment Summary, which includes, but is not limited to, payment calculation details for Recycling Receiving Yard Site Operation & Maintenance for each PPP stream, Hauling for each PPP stream for the month, and Separating MCO and Glass (if applicable).

The City Engineer shall verify the accuracy of all calculations and, in case of discrepancies, the City Engineer's determination of the calculations shall supersede the Supplier's determination of the calculations and shall be final and binding.

A sample Monthly Payment Summary template is shown in Annex 9.

If all conditions are met to the satisfaction of the City Engineer and payment is due to the Supplier, the City will submit payment to the Supplier within thirty (30) days after receiving the Supplier's invoice, the Recycling Receiving Yard Weigh Scale Ticket Summary, the Designated Delivery Point Weigh Scale Ticket Summary, and the Payment Summary from the Supplier.

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21.0 MOBILIZATION

The Supplier shall be responsible for mobilizing all equipment, labour and materials that are necessary to perform the Work of this Contract prior to the Contract Date.

22.0 CONTINGENCY PLAN

Within three (3) months of award of Contract, the Supplier shall provide the City with a contingency plan for the Supplier to continue to carry out the Work in the event of any incident that would result in damage or closure to the Recycling Receiving Yard. The Supplier shall be responsible for all costs associated with continuing to carry out the Work.

23.0 SPILLAGE

Any spillage of materials that occurs during transfer of PPP from the Recycling Receiving Yard to the Designated Delivery Point will be immediately cleaned up or removed by the Supplier at its sole expense. The Supplier will keep accurate records of each occurrence of spillage and of its clean-up, and will make such records available to the City Engineer on request, and if requested by the City Engineer as part of monthly reporting.

The Supplier will maintain all Transfer Vehicles to ensure that no liquid wastes (e.g. leachate) or oils (e.g. lubricating, hydraulic, or fuel) are discharged to public or private property, public streets or lanes, or private roads. All Transfer Vehicles used by the Supplier will be equipped with a spill kit sufficient in size to contain a spill of equivalent volume to the largest lubricating, hydraulic or fuel tank on the largest Transfer Vehicle. Any discharge of liquid wastes or oils that may occur from the Supplier's Transfer Vehicles prior to them being removed from service will be cleaned up or removed by the Supplier within three hours of being notified, and will be remediated by the Supplier at its sole expense. Such clean-up or removal will be documented with pictures, and notice of such clean-up or removal will be provided to the City Engineer in writing. The Supplier will immediately notify the City Engineer of any spills that enter ground-water or drainage systems.

24.0 PERSONNEL CONDUCT

Supplier personnel performing the Work will at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property.

25.0 VEHICLE STANDARDS

Without limiting any other requirement or obligations of the Supplier, the Supplier will meet or exceed the following standards in respect of Transfer Vehicles used in the performance of the Work:

- a) All Transfer Vehicles will be maintained in a clean and sanitary manner, and will be thoroughly washed at least once each week. All Transfer Vehicles will have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights and warning flags, all in accordance with

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applicable law. All Transfer Vehicles and all parts and systems of all Transfer Vehicles will operate properly and be maintained in a condition compliant with all applicable laws, good industry standards, and be in a condition satisfactory to the City Engineer. Any vehicles not meeting these standards will not be used in the performance of the Work until repairs are made. All Transfer Vehicles will be equipped with variable tone or proximity activated reverse movement back-up alarms.

- b) The Supplier will maintain all vehicles used in the performance of the Work in a manner intended to achieve reduced emissions and particulate, noise levels, operating costs, and fuel use.

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SCHEDULE OF PAYMENT MATRIX 1
 SCENARIO ONE - PPP IN TWO (2) STREAMS

1.0 SCHEDULE OF PAYMENT MATRIX: PPP IN TWO (2) STREAMS (MANDATORY)

PPP Stream	"A" Estimated Tonnes Per Year	"B" Unit Rate for Recycling Receiving Yard Site Operation & Maintenance (Receive, Weigh and Repack PPP) (\$/tonne)	"C" Annual Total for Recycling Receiving Yard Site Operation & Maintenance "C" = "A" x "B" (\$)	"D" Shortest (one- way) Truck Route Driving Distance from Recycling Receiving Yard to Designated Delivery Point (kilometers)	"E" Hauling Unit Rate (Transport PPP from Recycling Receiving Yard to Designated Delivery Point) (\$ per tonne- kilometer)	"F" Annual Total for Hauling "F" = "A" x "D" x "E" (\$)	"G" Calculated Annual Proposal Value "G" = "C" + "F" (\$)
MPP	21,000			18.6			
MCO & Glass commingled	10,000			18.6			
Total	31,000	n/a		n/a	n/a		

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**SCHEDULE OF PAYMENT MATRIX 2
SCENARIO TWO - PPP IN THREE (3) STREAMS**

2.0 SCHEDULE OF PAYMENT MATRIX: PPP IN THREE (3) STREAMS (MANDATORY)

PPP Stream	"A" Estimated Tonnes Per Year	"B" Unit Rate for Recycling Receiving Yard Site Operation & Maintenance (Receive, Weigh and Repack PPP) (\$/Tonne)	"C" Annual Total for Recycling Receiving Yard Site Operation & Maintenance "C" = "A" x "B" (\$)	"D" Shortest (one-way) Truck Route Driving Distance from Recycling Receiving Yard to Designated Delivery Point (kilometers)	"E" Hauling Unit Rate (Transport PPP from Recycling Receiving Yard to Designated Delivery Point) (\$ per tonne-kilometer)	"F" Annual Total for Hauling "F" = "A" x "D" x "E" (\$)	"G" Calculated Annual Proposal Value "G" = "C" + "F" (\$)
MPP	21,000			18.6			
MCO	6,000			18.6			
Glass	4,000			18.6			
Total	31,000	n/a		n/a	n/a		

Notwithstanding any other provision hereof, if the Supplier is, at any time during the term of effectiveness of this Agreement, party to a contract with another customer pursuant to which the Supplier charges effective prices lower than the prices charged to the City for reasonably comparable services, the above-listed prices shall be adjusted, retroactively to the date of effectiveness of such other contract, so that the prices charged hereunder are at least as low as the effective prices charged pursuant to such other contract.

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 12th 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 _____	Insured Values (Replacement Cost) -
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	Limits of Liability (Bodily Injury and Property Damage Inclusive) -
✓ 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 _____	Limits of Liability -
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 _____	Limits of Liability
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 _____	Limits of Liability
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____
TYPE OF INSURANCE _____	Limits of Liability
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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

Dated _____

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ANNEX 3 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

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>. 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 authorized signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorized 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: _____

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ANNEX 4 - ASSESSMENT OF VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

Purpose: This document is designed to identify where suppliers 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: Workplace Health & Safety, Wage Rates and Diversity

1. 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 System/Program:		
• 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

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RECYCLING RECEIVING YARD OPERATING AND HAULING SERVICES
ANNEX 4 - ASSESSMENT OF VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

g) We have a non-registered audited health and safety management system ☐ Yes ☐ No

2. 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 <http://www.statcan.gc.ca/pub/75f0002m/2009002/tbl/tbl-2-eng.htm> for wage amounts) ☐ Yes ☐ No

b) We pay benefits to all of our full-time employees ☐ Yes ☐ No

3. Explain about your strategy to address diversity in your workplace.

a) We have a policy or strategy to support hiring a diverse workforce ☐ Yes ☐ No

b) We have a policy or strategy to purchase from diverse contractors/suppliers ☐ Yes ☐ No

c) Our company participates in work/employment training programs for vulnerable/diverse populations (e.g. Social purchasing portal) ☐ Yes ☐ No

Section 2: Environmental Management & Stewardship

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

a) We have a documented Environmental or Sustainability Policy ☐ Yes ☐ No

b) We have an environmental management system registered to ISO 14001 ☐ Yes ☐ No

c) We have a system registered, certified or recognized by another standard (e.g. EMAS) ☐ Yes ☐ No

Please specify _____

d) We have a non-registered audited environmental management system ☐ Yes ☐ No

e) We conduct compliance audits to health, safety and environmental legislation ☐ Yes ☐ No

f) We produce a publicly available annual environmental, CSR, sustainability or accountability report ☐ Yes ☐ No

REQUEST FOR PROPOSALS NO. PS20140305
RECYCLING RECEIVING YARD OPERATING AND HAULING SERVICES
ANNEX 4 - ASSESSMENT OF VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

5. 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 facility, 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 |

Please specify the verification system: _____

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

- | | | |
|--|------------------------------|-----------------------------|
| a) We conduct annual 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: _____

REQUEST FOR PROPOSALS NO. PS20140305
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ANNEX 4 - ASSESSMENT OF VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

7. 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 | <input type="checkbox"/> No |
| b) We have a Toxic Reduction Strategy/Policy that aims to reduce toxins across all operations | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c) 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 |

Section 3: 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.

<i>Section</i>	<i>Question</i>	<i>Back-up Documentation</i>
Section 1: Workplace Health & Safety, Wage Rates and Diversity	Question 1	<ul style="list-style-type: none"> • A copy of policies • Proof of safety management system certification
	Question 2	<ul style="list-style-type: none"> • Documentation of employee benefit packages and a list of those who receive benefits
	Question 3	<ul style="list-style-type: none"> • A copy of policies
Section 2: Environmental Management & Stewardship	Question 4	<ul style="list-style-type: none"> • A copy of policies • Proof of environmental management system certification • A copy of public report
	Question 5	<ul style="list-style-type: none"> • A copy of public report • A copy of reduction targets and related results • A copy of LEED, BREEAM, etc. certification
	Question 6	<ul style="list-style-type: none"> • Total tonnes of solid waste generated • A copy of reduction targets
	Question 7	<ul style="list-style-type: none"> • A copy of policy or strategy • A copy of reduction targets and related results • A copy of third party audit/verification

**REQUEST FOR PROPOSALS NO. PS20140305
RECYCLING RECEIVING YARD OPERATING AND HAULING SERVICES
ANNEX 5 - RECYCLING RECEIVING YARD LICENSE AGREEMENT**

FORM OF LICENCE AGREEMENT

THIS LICENSE AGREEMENT made as of the ___ day of _____, 2014

BETWEEN:

CITY OF VANCOUVER, a municipal corporation with offices at 453 West 12th Avenue, in the City of Vancouver, Province of British Columbia, V5Y 1V4

(hereinafter called the “**Licensor**”)

OF THE FIRST PART

AND:

<☐ **SUPPLIER NAME**>, a corporation organized under the laws of British Columbia and having an office at 15360 Knox Way, Richmond, British Columbia, V6V 3A6

(hereinafter called the “**Licensee**”)

OF THE SECOND PART

Premises:

Those portions of
Lot O (Reference Plan 2533) except: part on plan
LMP53266;
District Lot 327
Group 1
New Westminster District
Plan 3402
that are shown outlined in bold black on the plan
attached hereto as Schedule A

Term:

<☐ Effective date of Supply Agreement>, 2014 to November 29, 2018 inclusive, subject to two one year extensions to be exercised at the City’s discretion and to earlier termination or renewal as herein provided.

License Fee:

ONE DOLLAR (\$1) of lawful money of Canada for the term of the contract.

WHEREAS THE Licensor is the owner of all and singular those lands and premises situate in the City of Vancouver, in the Province of British Columbia which are better known and described as:

REQUEST FOR PROPOSALS NO. PS20140305
RECYCLING RECEIVING YARD OPERATING AND HAULING SERVICES
ANNEX 5 - RECYCLING RECEIVING YARD LICENSE AGREEMENT

Those portions of
Lot O (Reference Plan 2533) except: part on plan LMP53266
District Lot 327
Group 1
New Westminster District
Plan 3402

that are shown outlined in bold black on the plan attached hereto as Schedule A which lands and premises are herein called the “premises”;

AND WHEREAS the Licensee has requested that the Licensors license the premises unto the Licensee;

NOW THIS INDENTURE WITNESSES THAT in consideration of the license fees, covenants and agreements hereinafter reserved and contained on the part of the Licensee to be paid, observed and performed, the Licensors by these presents does license the premises unto the Licensee and the Licensee does hereby take a license of the premises upon and subject to the conditions set out hereunder;

ARTICLE I

Section 1.01 Term

In consideration of the license fees, covenants and conditions herein on the part of the Licensee to be performed and observed, the Licensors hereby grants a license of the premises to the Licensee for a term beginning on the effective date of the Supply Agreement for the Recycling Receiving Yard Operating and Hauling Services Contract between the Licensee and the Licensors (the “**Supply Agreement**”) and ending on November 29, 2018 inclusive, subject to earlier termination or renewal as herein provided; PROVIDED THAT this license shall automatically be renewed along with any renewal of the Supply Agreement.

Section 1.02 License Fee

Yielding and paying there for a license fee in the sum of ONE DOLLAR (\$1.00) of lawful money of Canada for the term of the contract. Such license fee shall be paid on the first day of the term hereof and during any extension, without deduction, abatement or set off for any reason.

Section 1.03 Utilities

All charges, rates and levies on account of utilities including electricity, garbage collection, telephone and all other expenses and outgoings incurred by the Licensee in its operation shall be wholly on the account of the Licensee.

Section 1.04 Use of Premises

The Licensee shall only use the premises for receiving recyclable materials that have been collected and delivered by the City and City authorized collection collectors as further described in the Supply Agreement. The Licensee shall not suffer the premises to be used for any other purpose without the written consent of the Licensors first had and obtained.

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RECYCLING RECEIVING YARD OPERATING AND HAULING SERVICES
ANNEX 5 - RECYCLING RECEIVING YARD LICENSE AGREEMENT

Section 1.05 Site Access

The Licensors shall for itself and its employees and Contractors, at all times have free and adequate access to the site for the purposes of inspection and carrying out its obligations hereunder.

Section 1.06 Stipulate Access Area

The Licensors shall have the right to stipulate permitted areas of access to the site and areas where access shall not be permitted.

ARTICLE II

Section 2.01 No Warranties

The Licensee agrees that the Licensors has made no representations or warranties as to the state of repair of the premises or the suitability of the premises for any business, activity or purpose whatever. The Licensee shall perform a site inspection and hereby agrees to take the premises "as is".

Section 2.02 No Damage

The Licensee shall not suffer, cause nor permit any damage or injury to the premises.

Section 2.03 Snow off Sidewalks

The Licensee covenants that it will keep adjacent sidewalks clear of snow and ice to comply with the requirements of the Street and Traffic By-law of the City of Vancouver and that it will indemnify and save harmless the Licensors from all costs, loss, damages, compensation and expenses suffered by the Licensors and sustained or caused by the Licensee's failure to remove snow and ice from the sidewalks. PROVIDED THAT if the Licensee does not remove snow and ice as required by the Street and Traffic By-law, the Licensors may clear the sidewalks and the cost of such removal shall be paid by the Licensee as an additional license fee.

Section 2.04 Landscaping

The Licensee shall preserve and maintain and renew all landscaping to the standard of the Licensors and the Licensors acting reasonably shall have full, free and uninterrupted access over the premises and free use of water for all landscaping and watering purposes.

Section 2.05 Maintenance

The Licensee shall maintain the premises and all improvements in a sanitary, neat, tidy and safe condition and free from nuisance at all times. In addition, the Licensee shall keep all drains and ditches open and free from obstruction and in good running order at all times.

Section 2.06 Repairs

The Licensee shall keep and maintain the premises and all improvements in good repair as would a reasonable and prudent owner of such premises and the Licensors shall have access to the premises for purpose of inspection during normal business hours and the Licensee shall repair according to notice. If the Licensee shall fail promptly to commence repairs and diligently prosecute same to completion after receipt of notice from the Licensors requiring repairs, then the Licensors may carry out or cause to be carried out such repairs, the costs of

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RECYCLING RECEIVING YARD OPERATING AND HAULING SERVICES
ANNEX 5 - RECYCLING RECEIVING YARD LICENSE AGREEMENT

which shall be payable by the Licensee as an additional license fee and the Licensors and its servants, agents, Contractors and subcontractors shall not be liable to the Licensee for any inconvenience, annoyance, disruption, loss of income or liability suffered or incurred by the Licensee by reason of the Licensors effecting such repairs.

ARTICLE III

Section 3.01 Indemnification

The Licensee shall indemnify and save harmless the Licensors and its servants and agents from all costs, losses, damages, builders' liens, compensation and expenses of any nature whatever relating to or arising from the Licensee's occupation or possession of the premises and from all actions, claims, demands, suits and judgements against the Licensors or its servants or agents on account of injury or death occurring in or about the premises and damage to or loss of property occurring in or about the premises or relating to or arising from or during the Licensee's occupation or possession of the premises (including claims under the *Occupiers Liability Act*) PROVIDED HOWEVER the Licensee's covenant to indemnify and save harmless the Licensors and its servants and agents shall not apply if or to the extent that the loss, damage, injury or death is caused by negligence on the part of the Licensors, its servants or agents.

Section 3.02 Comprehensive General Liability Insurance

At all times during the term the Licensee at its own expense shall maintain with one or more companies duly authorized to carry on business in the Province of British Columbia comprehensive general liability insurance. The policy shall name the Licensee, the Licensors and their servants and agents as insureds thereunder and shall indemnify and protect the Licensee, the Licensors and their servants and agents against all claims for any loss, damage, injury or death to any person or persons and for damage to any public or private property occurring within or about the premises or arising by virtue of the Licensee's occupation or possession of the premises. The policy shall insure the Licensee, the Licensors and their servants and agents in the same manner and to the same extent as if separate policies had been issued to each and shall apply with respect to any action brought against one party by the other or by any servant or agent of one party. The limit of such insurance shall not be less than FIVE MILLION DOLLARS (\$5,000,000) for loss, damage, injury or death arising out of any one (1) occurrence, or such higher limit of coverage as the Licensors's Manager of Risk Management may reasonably require from time to time and the policy shall not provide for a limit of deductibility greater than TWO THOUSAND DOLLARS (\$2,000) or such other minimum limit as the Licensors's Manager of Risk Management may sanction from time to time. The Licensee will deliver to the Licensors the original or a certified copy of the insurance policy in force for the time being as well as receipts or other satisfactory proof showing that the premiums thereon have been paid. Although not required to do so, if the Licensee fails to adduce satisfactory proof of such coverage being in full force and effect at all times, the Licensors may secure such insurance and the Licensee shall pay the cost of same as an additional license fee.

ARTICLE IV

Section 4.01 Assignment

The Licensee shall not in whole or in part assign this license without the written consent of the Licensors, which consent the Licensors may arbitrarily withhold.

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RECYCLING RECEIVING YARD OPERATING AND HAULING SERVICES
ANNEX 5 - RECYCLING RECEIVING YARD LICENSE AGREEMENT

Section 4.02 Sublicensing

The Licensee shall not sublicense, set over or otherwise part with possession of the premises or any part thereof or let any third party into possession of the premises or any part thereof without the written consent of the Licensor which consent the Licensor may arbitrarily withhold.

ARTICLE V

Section 5.01 Bankruptcy

If the term hereby granted is at any time seized or taken in execution by any creditor of the Licensee, or if the Licensee makes a general assignment for the benefit of a creditor, or if the Licensee institutes proceedings to have the Licensee adjudicated as bankrupt or insolvent, or if the Licensee becomes the subject of bankruptcy or insolvency proceedings, or if a judgement, decree or order be entered by a court of competent jurisdiction adjudging the Licensee bankrupt or insolvent, or if the Licensee is unable to meet all debts as they fall due for a period of not less than three (3) months, or if the Licensee or its directors shall pass any resolution authorizing the dissolution or winding-up of the Licensee, or if a receiver, interim receiver, manager, receiver-manager, trustee or liquidator of all or any part of the Licensee's property shall be appointed or applied for by the Licensee or by one or more of the Licensee's creditors, then the Licensor shall be so notified and at the option of the Licensor the term hereby granted is subject to termination forthwith. If the Licensee becomes defunct or amalgamates with any other body without obtaining the prior written consent of the Licensor or if a committee is appointed under the Patients' Property Act to lawfully deal with the Licensee's estate then at the option of the Licensor the term hereby granted shall forthwith terminate. If the Licensee surrenders up its certificate of incorporation or otherwise ceases to exist the term hereby granted terminates as of such surrender or dissolution. If the Licensee is a natural person, at any time after the Licensee's death the Licensor may terminate the term hereby granted upon sixty (60) calendar days' notice to any estate executor or administrator.

Section 5.02 Termination of Recycling Receiving Yard Operating and Hauling Services Agreement

Notwithstanding anything to the contrary in this or any other agreement:

- (a) the Licensor may terminate this license immediately upon giving written notice to the Licensee if the Licensee is at any time in breach of the Supply Agreement; and
- (b) termination of the Supply Agreement shall *ipso facto* terminate this license agreement.

ARTICLE VI

Section 6.01 Laws and By-laws

The Licensee covenants to promptly and faithfully observe and comply with all laws, by-laws and lawful orders which touch and concern the premises or the Licensee's activities within the premises, even if such by-laws, by their terms, apply to the Licensor. It shall be the obligation of the Licensor to obtain a development permit authorizing the uses permitted by this license.

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RECYCLING RECEIVING YARD OPERATING AND HAULING SERVICES
ANNEX 5 - RECYCLING RECEIVING YARD LICENSE AGREEMENT

Section 6.02 Performance of Covenants

The Licensee covenants with the Licensor to faithfully and promptly pay the license fees and perform and observe its covenants herein.

Section 6.03 No Registration of License

This license shall not be registered in the Land Title Office.

Section 6.04 Improvements

The Licensee shall not, without the prior written consent of the Licensor, which may be arbitrarily withheld, suffer to be built or placed on the premises any embankment, fill, buildings or structures save for those built or placed by the Licensor.

ARTICLE VII

Section 7.01 Breach of Covenants

If the Licensee defaults in performing or observing any of the provisions in this license other than those requiring payment of money to the Licensor and such default continues for a period of thirty (30) calendar days after notice thereof to the Licensee, except for a default which to be cured with all due diligence would require a longer period, then after such longer period, or if the Licensee fails to proceed promptly after the service of such notice and with all due diligence to cure same, then the Licensor shall have the right to terminate this license agreement.

Section 7.02 Delivery of Notices

Any notice required to be given hereunder may be delivered or mailed and shall be deemed to be well and sufficiently given if mailed at any Government Post Office in British Columbia, by prepaid registered or certified mail addressed as follows:

To the Licensee:

<☐ SUPPLIER NAME>

Street address,
City, Province, Postal code

and

CITY OF VANCOUVER
c/o Engineering Department
Solid Waste Management Branch
Suite 320 - 507 W. Broadway,
Vancouver, BC V5Z 0B4

or to such other addresses as the parties may from time to time advise the other in writing, and any such notice shall be deemed to have been received five (5) working days after the mailing thereof, or if delivered, when delivered, provided that if mailed should there be between the time of mailing and the actual receipt of the notice a mail strike, slow-down or other labour dispute which might affect delivery of such notice then such notice shall only be effective if actually delivered.

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Section 7.03 Administration of License

Where this agreement requires or permits on the part of the Licensor any authority, reservation, discretion, disallowance, approval or other act of supervision or the giving of any notice, such act or action shall be well and truly performed on the part of the Licensor when performed by the Licensor's Director of Supply Management or nominee.

Section 7.04 Covenants Survive Termination

The covenants herein on the part of the Licensor and the Licensee which, as of termination of this agreement granted whether by effluxion of time or otherwise, remain unfulfilled, undischarged or otherwise outstanding shall nevertheless survive such termination and remain in full force and effect and be binding upon the parties and their respective successors and assigns so long as there is any liability or indebtedness by either party to the other or so long as any such covenant remains unfulfilled, undischarged or otherwise outstanding, whether in whole or in part, notwithstanding anything herein to the contrary.

ARTICLE VIII

Section 8.01 Vacant Possession

Upon termination of the term hereby granted, whether by effluxion of time or otherwise, the Licensee shall deliver up vacant possession of the premises and shall leave the premises and the portable office building, or alternative accommodation, in a sanitary, neat, tidy, safe and empty condition free from all motor vehicles and accessories and any environmental contamination, and all nuisance, debris, rubbish and stock-in-trade and shall ensure that the premises are to the standard of maintenance and repair required by the Licensee pursuant to Article II hereof.

Section 8.02 Trade Fixtures

Upon termination of the term hereby granted, whether by effluxion of time or otherwise, the Licensee may remove its trade fixtures provided any damage thereby caused shall be repaired by the Licensee. If the Licensee neglects or refuses to remove its trade fixtures as of termination of the term the Licensor may remove and store same at the Licensee's expense and repair any damage so caused at the Licensee's expense and the Licensor shall have a lien against the trade fixtures for the full amount of such expenses; or upon notice to the Licensee, the Licensor may elect that the trade fixtures forthwith shall be the absolute property of the Licensor but until such election the Licensee's trade fixtures shall be wholly at the risk of the Licensee.

Section 8.03 Overholding

PROVIDED ALWAYS and it is hereby agreed by and between the parties hereto, that if the Licensee shall hold over after the expiration of the term hereby granted, and the Licensor shall accept license fees, the new license thereby created shall be a license from month to month and not from year to year, and shall be subject to the covenants and conditions herein contained so far as may be applicable to a license from month to month, and shall be determined by one (1) months' notice in writing.

ARTICLE IX

Section 9.01 Time is of the Essence

Time shall be of the essence of this license, save as herein otherwise specified.

**REQUEST FOR PROPOSALS NO. PS20140305
RECYCLING RECEIVING YARD OPERATING AND HAULING SERVICES
ANNEX 5 - RECYCLING RECEIVING YARD LICENSE AGREEMENT**

Section 9.02 Captions and Headings

The captions and headings throughout this license are for convenience and reference only and the words and phrases contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this license nor in any way affect this license.

Section 9.03 Licensor's Remedies are Cumulative

The remedies provided to the Licensor herein are cumulative and are in addition to any remedies of the Licensor at law or in equity including injunctive relief. No remedy shall be exclusive and the Licensor may have recourse to any or all remedies simultaneously or at various times.

Section 9.04 Interpretation

Words herein importing the singular number of the masculine gender only shall include more persons, parties or things of the same kind than one, and females or corporations as well as males, and the converse whenever the context requires; also these presents shall extend to, be binding upon and enure to the benefits of the Licensor and the Licensee and the successors and assigns of the Licensor and the successors and permitted assigns of the Licensee.

IN WITNESS WHEREOF the parties hereto have hereunto caused their respective seals to be affixed under the hands of their proper officers duly authorized in that behalf as of the day and year first above written.

The Common Seal of) C/S

SUPPLIER)

)

was hereunto affixed)

in the presence of:)

)

)

)

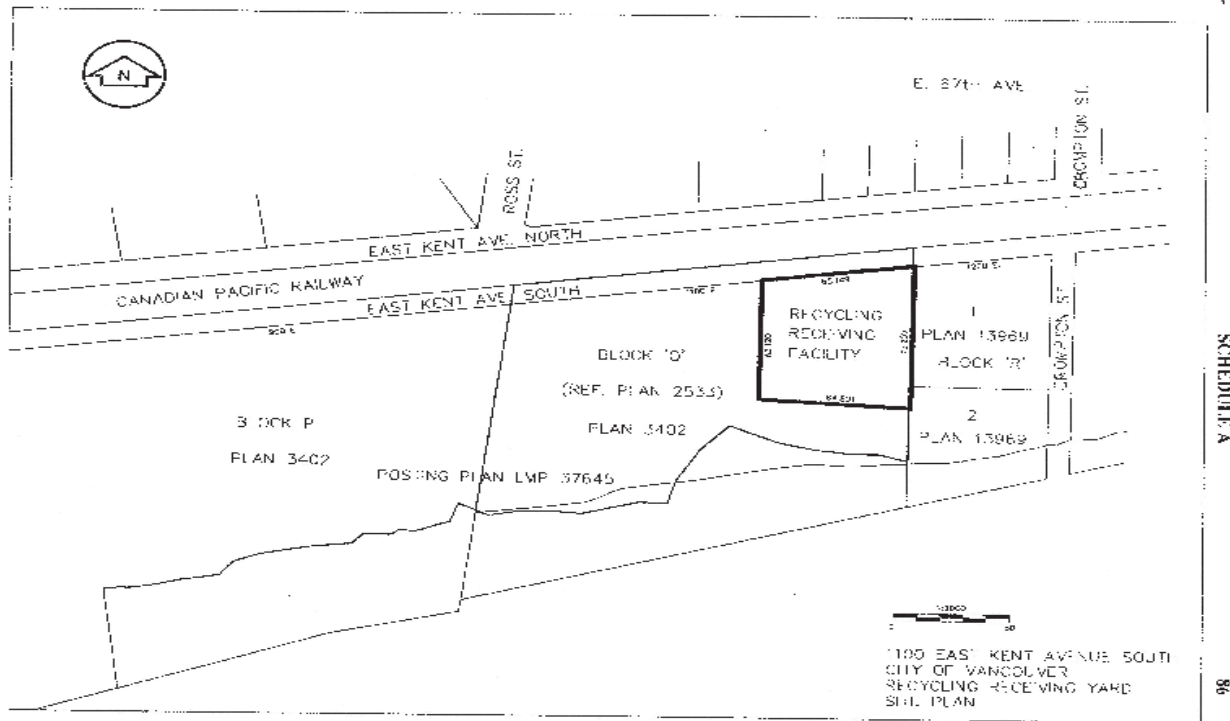
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CITY OF VANCOUVER

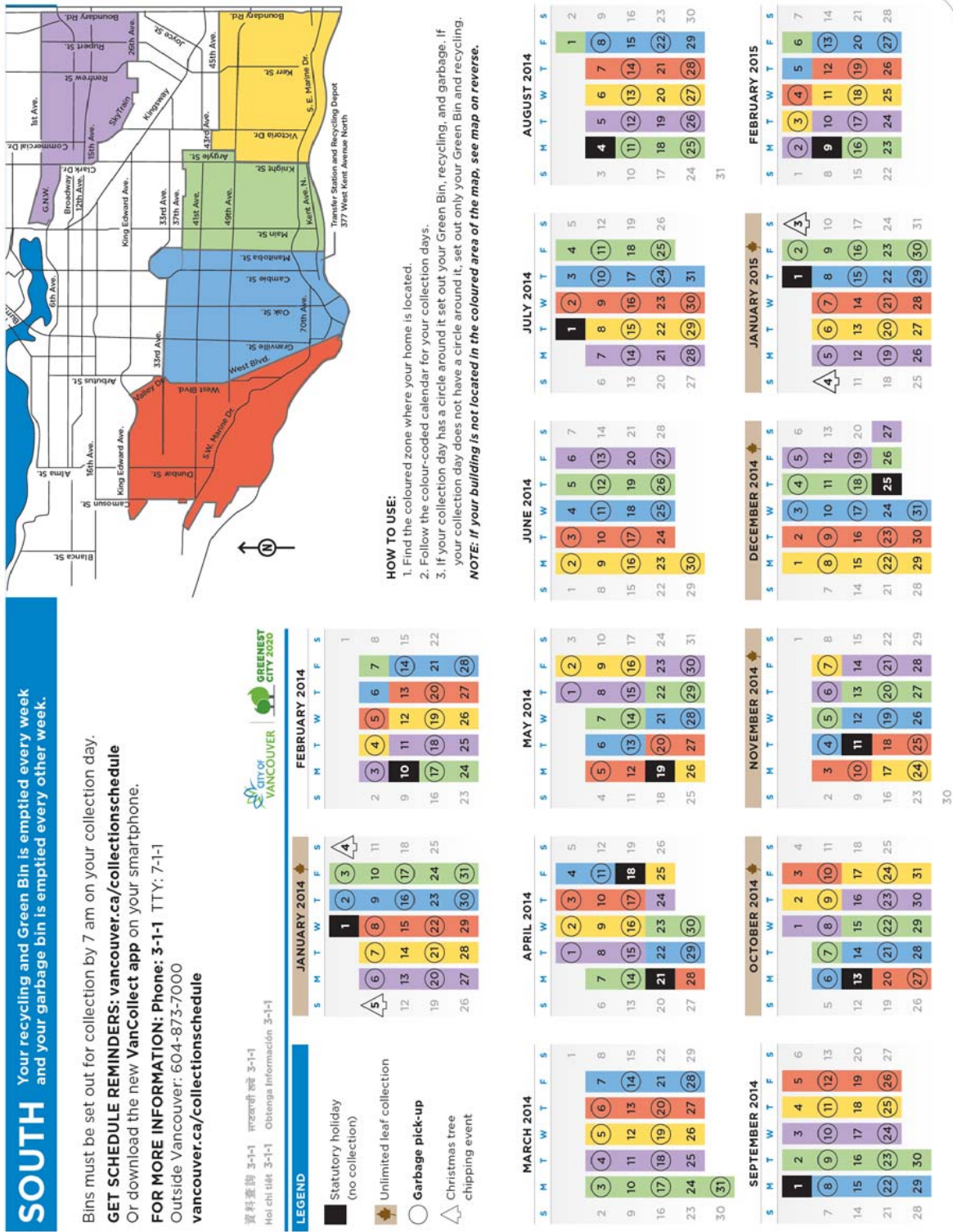
_____, Director of Legal Services

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ANNEX 5 - RECYCLING RECEIVING YARD LICENSE AGREEMENT
SCHEDULE A TO ANNEX 5

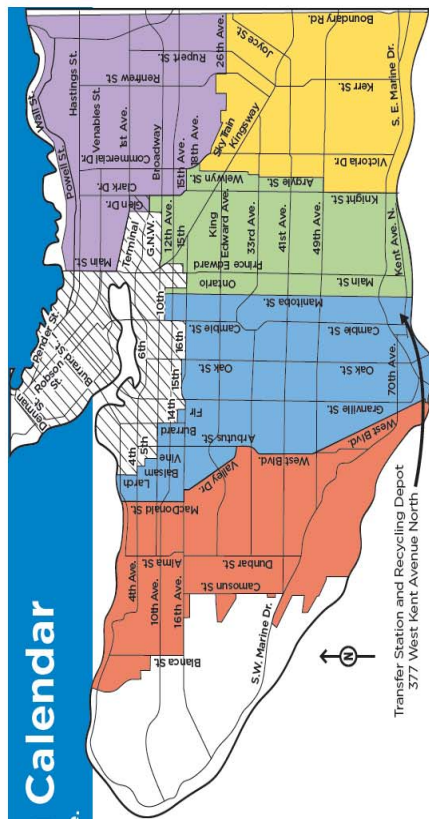
SCHEDULE A



**REQUEST FOR PROPOSALS NO. PS20140305
RECYCLING RECEIVING YARD OPERATING AND HAULING SERVICES
ANNEX 6 - 2014 COLLECTION CALENDARS NORTH AND SOUTH**



**REQUEST FOR PROPOSALS NO. PS20140305
RECYCLING RECEIVING YARD OPERATING AND HAULING SERVICES
ANNEX 7 - 2014 MULTI FAMILY RECYCLABLES COLLECTION CALENDAR FOR SERVICE
BY CITY OF VANCOUVER**



HOW TO USE:
1. Find the coloured zone where your building is located.
2. Follow the colour-coded calendar for your collection days.
NOTE: If your building is located in the striped area of the map, see map on reverse.

2014 Multi-Unit Building Recycling Calendar

For apartments, condominiums, and townhomes with City of Vancouver service.

Recycling is collected weekly. Collection days skip ahead after each statutory holiday. If you are required to set your carts out, please set them out for collection by 7 am.

GET SCHEDULE REMINDERS: vancouver.ca/collectionschedule
Or download the new **VanCollect** app on your smartphone.

FOR MORE INFORMATION:

Phone: 3-1-1 TTY: 7-1-1 Outside Vancouver: 604-873-7000

vancouver.ca/collectionschedule

資料查詢 3-1-1 7-1-1 Outside Vancouver: 604-873-7000

Obtenga Información 3-1-1

LEGEND

Statutory holiday
(no collection)

Christmas tree
chipping event



JANUARY 2014						
S	M	T	W	T	F	S
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

FEBRUARY 2014						
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MARCH 2014						
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APRIL 2014						
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MAY 2014						
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JUNE 2014						
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JULY 2014						
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AUGUST 2014						
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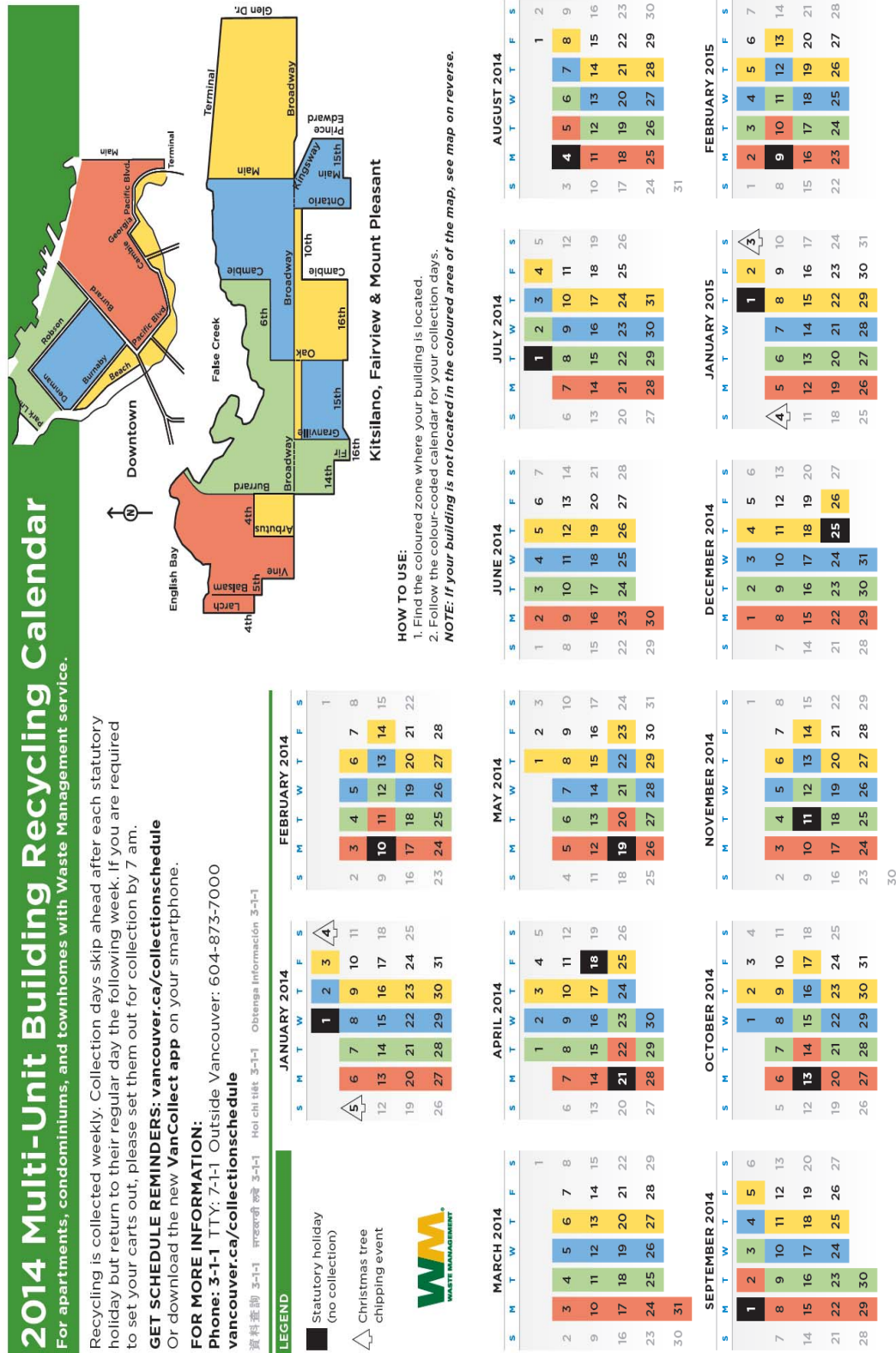
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DECEMBER 2014						
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JANUARY 2015						
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FEBRUARY 2015						
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REQUEST FOR PROPOSALS NO. PS20140305
RECYCLING RECEIVING YARD OPERATING AND HAULING SERVICES
ANNEX 8 - 2014 MULTI FAMILY RECYCLABLES COLLECTION CALENDAR APARTMENTS,
CONDOMINIUMS, AND TOWNHOUSES FOR SERVICE BY PRIVATE CONTRACTOR



Monthly Split-Weighing Summary

[illegible]

[illegible]

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ANNEX 9 - DOCUMENT SUMMARIES

MONTHLY WEIGHT SUMMARY

A. PPP Delivered to Recycling Receiving Yard

	COLLECTION TRUCKS DELIVER TO TRANSFER FACILITY		
	CITY TRUCKS	CONTRACTOR (WM) TRUCKS	TOTAL
Total Tonnes Delivered	x,xxx.xxx	x,xxx.xxx	x,xxx.xxx
Average of Split Weights			
MPP	xx.xx%	xx.xx%	
MCO	xx.xx%	xx.xx%	
Glass	xx.xx%	xx.xx%	
Calculated Tonnes			
MPP	x,xxx.xxx	x,xxx.xxx	x,xxx.xxx
MCO	x,xxx.xxx	x,xxx.xxx	x,xxx.xxx
Glass	x,xxx.xxx	x,xxx.xxx	x,xxx.xxx

B. PPP Transported from Transfer Facility to Designated Delivery Point

	TRANSFER TRUCKS DELIVER TO DESIGNATED DELIVERY POINT (tonnes)
MPP	x,xxx.xxx
MCO	x,xxx.xxx
Glass	x,xxx.xxx
TOTAL	x,xxx.xxx

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ANNEX 9 - DOCUMENT SUMMARIES

MONTHLY PAYMENT SUMMARY

PPP Stream	"A" PPP Delivered to Designated Delivery Point (tonnes)	"B" Unit Rate for Recycling Receiving Yard Site Operation & Maintenance (Receive, Weigh and Repack PPP) (\$/tonne)	"C" Total for Recycling Receiving Yard Site Operation & Maintenance "C" = "A" x "B" (\$)	"D" Shortest (one-way) Truck Route Driving Distance from Recycling Receiving Yard to Designated Delivery Point (kilometers)	"E" Hauling Unit Rate (Transport PPP from Recycling Receiving Yard to Designated Delivery Point) (\$ per tonne-kilometer)	"F" Total for Hauling "F" = "A" x "D" x "E" (\$)	"G" Total for Month "G" = "C" + "E" (\$)
MPP							
MCO							
Glass							
Month Total							

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ANNEX 10 - MAP OF RECYCLING RECEIVING YARD



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ANNEX 11 - AERIAL PHOTO OF RECYCLING RECEIVING YARD



**REQUEST FOR PROPOSALS NO. PS20140305
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ANNEX 12 - CONSENT OF SURETY**

**ANNEX 12
CONSENT OF SURETY**

PROJECT: RECYCLING RECEIVING YARD OPERATING AND HAULING SERVICES

Should it be required, we the undersigned Surety Company do hereby undertake to become bound as sureties in an approved Contract Performance Bond in the amount of \$500,000.00 for the fulfillment of the contract and for the performance of the Work as described herein, which may be awarded to _____, which Performance Bond we understand is to conform to the applicable CCDC forms and be filed with the Owner within 7 days of receipt of Notice of Award of the Contract, unless otherwise directed by the Owner.

We hereby further declare that the undersigned Surety Company is legally entitled to do business in the Province of British Columbia and that it has a net worth over and above its present liabilities and the amounts herein set forth.

The Common Seal of _____
was hereto affixed in the presence of:

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ANNEX 13 - LIST OF PACKAGING AND PRINTED PAPER

Packaging and Printed Paper or PPP means the materials set out in the table below:

Material Type	Examples of PPP Accepted	Examples of PPP Not Accepted
Category 1 - Printed Papers		
Newspapers	Daily and community newspapers	
Newspaper Inserts	Newsprint advertising inserts and flyers	
Magazines	Daily, weekly, monthly magazines; travel or promotional magazines	
Catalogues	Retailer product catalogues; automotive and real estate guides/catalogues	
Telephone Directories	Phone books; newsprint directories	
Other Printed Media	Notepads; loose leaf paper; non-foil gift wrap	
Residential Printed Paper	White or coloured paper for general use, printers and copiers	
Miscellaneous Printed Papers	Blank and printed envelopes; greeting cards	
Category 2 - Old Corrugated Cardboard (OCC)		
Old Corrugated Cardboard	Grocery store/liquor store boxes; pizza boxes	
Category 3 (a) - Other Paper Packaging (containing liquids when sold)		
Paper Cup (hot) (polycoated liner)	Non-foam paper cups	
Paper Cup (hot) (biodegradable liner)	Non-foam paper cups	
Paper Cup (cold) (waxed)	Non-foam paper cups	
Paper Cup (cold) (2-sided polycoated)	Non-foam paper cups	
Polycoated Milk Cartons	Milk, soy, rice milk and cream cartons	
Aseptic Containers	Milk, soy, rice milk, cream, soup, broth and sauce containers, typically about 1 litre in size	
Multi-laminated Paper Packaging	Microwavable paper containers; paper bowls/cups for soup	
Category 3 (b) - Other Paper Packaging (not containing liquids when sold)		
Old Boxboard (OBB)	Cereal boxes; shoe boxes; tissue boxes; paper towel and toilet paper tubes; detergent boxes	
Wet Strength Boxboard	Carrier boxes for soft drink containers; some frozen food paper packaging	
Moulded Pulp	Egg cartons; formed coffee take put trays; paper based flower pots	
Kraft Papers	Paper bags	
Polycoated Boxboard	Some frozen food packaging	
Category 4 - Polyethylene (PE) Film Packaging		
HDPE Films	Some retail bags; some frozen vegetable bags	

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LDPE/LLDPE Films	Grocery bags; newspaper bags; dry cleaning bags; bread bags; frozen vegetable bags; soft drink case over-wrap; garden product bags; paper towel over-wrap; diaper and feminine hygiene product outer bags	Stretch film
Category 5 - Polystyrene (PS) Foam Packaging		
PS Clamshells (EPS)	Egg cartons	
PS Trays/Plates (EPS)	Deli and take-out food trays	
PS Meat Trays (EPS)	White and coloured meat trays	
PS Hot Drink Cups (EPS)	Foam drink cups	
PS Cushion Packaging (EPS)	White foam cushion packaging used for appliances, computers, TVs, printers	Foam packaging peanuts
Category 6 - Other Plastic Packaging		
PETE Bottles (non-beverage)	Salad dressing bottles; edible oil bottles; dish soap or mouthwash bottles; window cleaners	
PETE Jars	Peanut butter containers; wide-mouth jars for nuts	
PETE Clamshells	Bakery trays; pre-made fruit and salad packages; egg cartons	
PETE Trays	Single serve meals; deli and bakery items; housewares and hardware products	
PETE Tubs & Lids	Plastic lids for some containers	
PETE Cold Drink Cups	Take-out drink cups	
HDPE Bottles (non-beverage)	Shampoo bottles, milk jugs; spring water containers; bleach containers; vinegar containers; windshield washer fluid containers; pill bottles	
HDPE Jars	Personal care products; pharmaceuticals, vitamin and supplements containers	
HDPE Pails	Laundry detergent, ice cream pails	Pails for lubricants
HDPE Trays	Single serve meals; deli and bakery items; housewares and hardware products	
HDPE Tubs & Lids	Plastic lids for spreads and dairy containers	
HDPE Planter Pots	Plastic garden pots	
PVC Bottles	Water bottles; travel sized personal and hair care product bottles; household and automotive liquids containers	
PVC Jars	Peanut butter containers	
PVC Trays	Housewares and hardware products	
PVC Tubs & Lids	Plastic lids for some containers	
LDPE Bottles (non-beverage)	Hygienic, cosmetics and hair care containers	
LDPE Jars□LDPE Tubs & Jars	Cosmetics containers	
LDPE Tubs & Jars	Plastic lids for spreads and dairy containers	
PP Bottles (non-beverage)	Butter and margarine containers; translucent squeeze bottles; travel sized personal and hair care product bottles	
PP Jars	Cosmetics containers	

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PP Clamshells	Hinged containers e.g. sanitary wipes	
PP Trays	Single serve meals; deli and bakery items; housewares and hardware products	
PP Tubs & Lids	Large yogurt tubs; kitty litter containers; ice cream containers	
PP Cold Drink Cups	Some cold drink cups	
PP Planter Pots	Garden planter pots	
PS Bottles (non-beverage)	Pharmaceuticals, vitamin and supplements containers	
PS Clamshells (rigid)	Clear clamshell containers such as berry, muffin and sandwich containers [□]	
PS Trays (rigid)	Clear rigid trays used for deli foods	
PS Tubs & Lids (rigid)	Dairy product tubs and lids	
PS Tubs & Lids (high impact)	Single serve yogurt containers	
PS Cold Drink Cups (rigid)	Clear rigid plastic drink cups	
PS Planter Pots	Some garden pots and trays	
Other Plastic Bottles (non-beverage)	Bottles without a resin code or with resin code # 7	
Other Plastic Jars	Jars without a resin code or with resin code # 7	
Other Plastic Clamshells	Clamshells without a resin code or with resin code # 7	
Other Plastic Trays	Trays without a resin code or with resin code # 7	
Other Plastic Tubs & Lids	Tubs & lids without a resin code or with resin code #7	
Other Plastic Cold Drink Cups	Cold drink cups without a resin code or with resin code # 7	
Other Plastic Planter Pots	Planter pots without a resin code or with resin code # 7	
Category 7 - Metal Packaging		
Steel Cans (non-beverage)	Steel dog food and vegetable cans; metal lids and closures	
Steel Aerosol Cans	Food spray cans; solvent spray cans	
Spiral Wound Cans (steel ends)	Spiral wound containers for frozen juice, chips, cookie dough, coffee, nuts	
Aluminum Cans (non-beverage)	Cat food and other food cans	
Aluminum Aerosol Cans	Air freshener, deodorant and hairspray containers; food spray cans; wax and polish spray cans	
Aluminum Foil and Foil Containers	Foils wrap; pie plates; aluminum food trays	
Bimetal Containers/Aerosols	Lubricating oil spray cans; insulating foam spray cans; pesticide spray cans	
Category 8 - Glass Packaging		
Clear Glass Bottles and Jars (non-beverage)	Food containers; ketchup bottles; pickle jars; jam and jelly containers; cosmetic jars	
Coloured Glass Bottles and Jars (non-beverage)	Cooking oils; vinegar bottles; cosmetic containers	