



# REQUEST FOR PROPOSALS

## LANDFILL SERVICES MULTI YEAR CONTRACT

RFP No. PS20140333

Issue Date: June 25, 2015

Issued By: City of Vancouver

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LANDFILL SERVICES  
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*[NOTE: The incorporated documents contained within Part D - Form of Agreement - Schedule D is not included herewith but will be provided to potential Proponents, by accessing the ftp site at <https://webtransfer.vancouver.ca/> , using User ID: PS20140333dl@coveftp01 , and Password: KpdmTtzf]*

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PART A - INFORMATION AND INSTRUCTIONS

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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 a Supplier to provide Landfill Services for a five-year period, with two possible two year extensions and one possible one year extension, for a maximum total term of ten years. A summary of the City's objectives and requirements to which the RFP relates are set out in Part B of the RFP and a more detailed description of such requirements is set out in Annex 1. The City welcomes Proposals respecting innovative or novel approaches to the City's objectives and requirements.
- 1.3 The City is interested in selecting a single Proponent with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of an Agreement between the Proponent and the City. However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.
- 1.4 The City currently intends that Proposals will be evaluated by the City in relation to their overall value, which will be assessed in the City's sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section 8 below, among others.
- 1.5 NO BID SECURITY IS REQUIRED FROM PROPONENTS IN CONNECTION WITH THE SUBMISSION OF PROPOSALS BECAUSE NO PROPOSAL WILL BE DEEMED TO BE AN IRREVOCABLE OR OTHERWISE BINDING LEGAL OFFER BY A PROPONENT TO THE CITY. THE LEGAL OBLIGATIONS OF A PROPONENT THAT WILL ARISE UPON THE SUBMISSION OF ITS PROPOSAL WILL BE LIMITED TO THE TERMS AND CONDITIONS STATED UNDER THE HEADING "LEGAL TERMS & CONDITIONS" IN APPENDIX 1 TO THE PROPOSAL FORM (PART C).
- 1.6 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.
- 1.7 Certain capitalized terms used herein but not defined where first used are defined in Section 12 below.
- 1.8 The RFP consists of four parts:
- (a) PART A - INFORMATION AND INSTRUCTIONS: This part is intended to serve as a guide to the RFP process for Proponents.
  - (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.

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- (d) **PART D - FORM OF AGREEMENT:** This part contains a model Agreement. An Agreement or Agreements in this form may be entered into between the City and one or more successful Proponents.

**2.0 KEY DATES**

- 2.1** Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for submission of Information Meeting registration form (Appendix 1 to this Part A	Tuesday, July 7, 2015 at 3:00 p.m.
Mandatory Information Meeting	Thursday, July 9, 2015 starting at 10:00 a.m. and ending at 1:00 p.m.
Deadline for Enquiries	Tuesday, July 23, at 3:00 p.m.
Closing Time	Thursday, July 30, at 3:00:00 p.m.

- 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:

Brian Brennan, Contracting Specialist  
brian.brennan@vancouver.ca

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

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

**4.0 SUBMISSION OF PROPOSALS**

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

- 4.2** Each Proponent should submit its Proposal in an envelope clearly marked with the Proponent's name and the RFP title and number ("Landfill Services; PS20140333") to the following address:

City of Vancouver  
Supply Chain Management Department  
453 West 12th Avenue  
Vancouver, British Columbia  
Canada, V5Y 1V4

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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 five hard copies and one electronic copy (on a flash drive, memory stick or similar medium) of each Proposal (or amendment) be submitted. Pricing should be in a separate, easily removable section.
- 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.
- 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 Supplier 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

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- 5.4 A MANDATORY information meeting (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: Vancouver Landfill, 5400 72<sup>nd</sup> Street, Delta, BC V4K 3N2

All Proponents attending the Mandatory Information Meeting will be required to sign a Mandatory Information Meeting Sign in sheet. All Proponents attending the Mandatory Information Meeting will also be required to bring personal protective equipment consisting of a safety vest, steel toed boots, hard hat, and safety glasses.

- 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 [brian.brennan@vancouver.ca](mailto:brian.brennan@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 the written information contained herein or in documents posted to the City's website, as described in Section 5.1 above.
- 5.8 All Proponents attending the Mandatory Information Meeting will be required to sign a Mandatory Information Meeting sign in sheet. Proposals received from Proponents who have not signed the Mandatory Information Meeting sign in sheet will be returned unopened with no further consideration.

6.0 CONTRACT REQUIREMENTS

- 6.1 In addition to addressing the other requirements of Part B hereof, each Proponent should indicate in its Proposal the extent to which the Form of Agreement included as Part D hereof is consistent with its Proposal. If the Proposal is inconsistent with any part of the Form of Agreement, the Proponent should so state and should propose alternative contract language as part of its Proposal.
- 6.2 If the head office of a Proponent is located within the City of Vancouver or if the Proponent is to perform any work at a site located within the City of Vancouver or Corporation of Delta, the execution of any Agreement will be contingent upon the Proponent having a valid City of Vancouver business license and a Corporation of Delta business license, or a Metro-West Inter Municipal Business License.
- 6.3 The term of the Agreement is expected to be a five-year period, with two possible two year extensions and one possible one year extension, for a maximum total term of ten years.
- 6.4 The successful Proponent must have an office and address that is not the same address as the Vancouver Landfill.

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**7.0 PRICING**

7.1 All prices quoted in any Proposal must be inclusive of any provincial sales tax payable by the City under the *Provincial Sales Tax Act*, S.B.C.2012, c.35 ("PST"), but exclusive of any tax calculated upon such prices under the Excise Tax Act, R.S.C., 1985, c. E-15 ("GST") or under any other sales tax legislation. GST and any such other sales tax (but not PST) should be described separately in each Proposal.

7.2 Prices must be quoted in Canadian currency.

7.3 Fixed prices must be quoted for the initial two years of the Proponent's proposed agreement. Any price increase requests beyond the two years will be reviewed against the Canadian CPI and or other price indices prior to acceptance.

<http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/cpis01a-eng.htm>

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

**8.0 EVALUATION OF PROPOSALS**

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

8.2 The City currently intends that all Proposals submitted to it in accordance with the RFP and meeting all Mandatory Criteria 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, (iv) innovation, (v) environmental or social sustainability impacts; and (vi) transition costs or challenges. Certain other factors may be mentioned in Part B or elsewhere in the RFP.

8.3 The City will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The City is not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The City may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.

8.4 The City may, at any time prior to signing an Agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.

8.5 The City may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the Form of Agreement.

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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. During the course of evaluation, the lead Proponents will be asked to provide financial statements prepared by an accountant and covering at least the prior two years. Failure to provide the requested financial information shall result in removing the Proposal from further evaluation.
- 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 or accept any Proposal and may elect to terminate the RFP at any time.
- 8.9 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to:
- (a) accept any Proposal;
  - (b) reject any Proposal;
  - (c) reject all Proposals;
  - (d) accept a Proposal which is not the lowest-price proposal;
  - (e) accept a Proposal that deviates from the Requirements or the conditions specified in the RFP;
  - (f) reject a Proposal even if it is the only Proposal received by the City;
  - (g) accept all or any part of a Proposal;
  - (h) split the Requirements between one or more Proponents; and
  - (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time.

Without limiting the foregoing, the City may, in its own discretion, 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

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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.

- 9.3 Note that the Form of Agreement requires the successful Proponent, if any, to, annually deliver a report to the City, in the form of Schedule E to the Form of Agreement, detailing the type(s) and quantity(ies) of fuel(s) used by the Proponent and its subcontractors to operate vehicles, equipment and machinery in the manufacture and delivery of products and services to the City over the previous year of the Contract. This report shall be delivered by February 1st of each year of the Contract.

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 Suppliers to protect all personal information acquired from the City in the course of providing any service to the City.

- 10.2 Proponents should note that the *Income Tax Act* (Canada) requires that certain payments to non-residents be subject to tax withholding. Proponents are responsible for informing themselves regarding the requirements of the *Income Tax Act* (Canada), including the requirements to qualify for any available exemptions from withholding.

11.0 LEGAL TERMS AND CONDITIONS

- 11.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in Appendix 1 to the Proposal Form (Part C). Except where expressly stated in such Appendix 1: (i) no part of the RFP consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City.

- 11.2 Potential Proponents should review Appendix 1 to the Proposal Form carefully before submitting a Proposal. Among other things, potential Proponents should note that:

- (a) Except for limited duties in respect of the protection of confidential information and the resolution of legal disputes (as fully specified in Appendix 1 to the Proposal Form), the City does not have, and will not have, any legal obligations to a Proponent or to any proposed subcontractor of that Proponent in respect of the RFP or that Proponent's Proposal until such time as an Agreement is entered into with that Proponent.
- (b) The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process.
- (c) Except only and to the extent that the City is in breach of its duties with respect to a Proponent's confidential information, each Proponent is required to broadly release the City, its officials, its agents and its employees from liability for any losses incurred by the Proponent. Proponents are to specify which documents provided in their Proposal are to remain confidential, if any.
- (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.

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- (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 \$1,000.00.
- (f) With limited exceptions set forth in such Appendix 1 to the Proposal Form, any dispute between the City and a Proponent will be subject to arbitration.
- (g) All RFP-related documents provided to any Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (h) The documentation containing any Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.
- (i) The City will treat any Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information, subject, however, to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's full right to publicly disclose any and all aspects of the Proposal in the course of publicly reporting to the Vancouver City Council or announcing the results of the RFP to Proponents.
- (j) Proponents must not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City, which have been or are in the future provided or communicated to a Proponent at any time (whether before, during or after the RFP process). Furthermore, each Proponent must agree to not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (k) Each Proponent must waive any rights to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and must agree that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions), including, without limitation, records relating only to the Proponent.
- (l) Each Proponent must disclose whether any officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest is:
  - i. an elected official or employee of the City; or
  - ii. related to or has any business or family relationship with an elected official or employee of the City,

in each case such that there could be any conflict of interest or an appearance of a conflict of interest in the evaluation or consideration of the Proponent's Proposal by the City. The City will evaluate each matter disclosed to determine whether and to what extent the Proponent can be given consideration in the RFP in light of the particular matter.

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

## 12.0 DEFINITIONS

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

- (a) "Agreement" means a contract entered into between the City and a successful Proponent, if any, following the conclusion of the RFP process, which contract is expected to be in substantially the same form as the Form of Agreement;

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

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APPENDIX 1 TO PART A



FINANCIAL SERVICES GROUP  
Supply Management

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Re. Request for Proposals No. PS20140333, Landfill Services

To acknowledge your intent to attend the MANDATORY 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:

Brian Brennan  
City of Vancouver  
Fax: 604-873-7057  
Email: brian.brennan@vancouver.ca

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

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

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

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

E-mail: \_\_\_\_\_ Incorporation Date: \_\_\_\_\_

Our company WILL ☐ / WILL NOT ☐ attend the MANDATORY information meeting for Request for Proposals No. PS20140333, Landfill Services.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Date

## 1.0 SUMMARY OF CITY REQUIREMENTS

This Part B sets out a summary of the City's objectives and requirements (together, the "Requirements"). A more detailed description of the requirements is set out in Annex 1 - Schedule of Detailed Requirements. In brief, the City owns and operates a municipal solid waste landfill at 5400 72nd Street in Delta, BC (the "Landfill"). A critical component of the operation is an on-site supplier that can provide various services to meet the Landfill's operational requirements and day-to-day needs.

### 1.1 Standard Services - Cover Material

The following describes the City's primary Requirements under this RFP:

- a) the transportation of Landfill cover material to areas within the Landfill;
- b) the on-site stockpiling of excavated material;
- c) removal and stockpiling of rubble from the excavated material to produce processed excavated material (cover material); and
- d) transportation of rubble material to areas within the Landfill.

Other material that is to be transported and processed typically includes sand, gravel, crushed concrete, compost, compost overs, or other similar materials.

Excavated material from City construction projects is delivered to the Landfill in City or contracted highway dump trucks on a daily basis. When possible, excavated material is direct hauled to the required areas within the Landfill. When direct haul is not possible, excavated material is delivered to the Stockpile Area.

The Supplier will be responsible for processing the excavated material within the Stockpile Area, by removing oversized material (rubble) such as concrete and asphalt slab, large stones and the like from the excavated material and then transporting the cover material (the soil that has had oversized material removed) to areas of the Landfill as identified by the City Engineer or designate.

The Supplier will be responsible only for stockpiling and transporting material that is owned by the City and supplied by the City and/or other third parties approved by the City and only to and from locations with the Landfill.

### 1.2 Standard Services - Other

In addition to the processing of cover material and stockpiling and transportation of other material, other standard services are required. These services include, but are not limited to the following:

- a) Providing fire protection services and dust control;
- b) Providing contingency pumping of leachate;
- c) Maintaining ditches (inner ditch and outer ditch surrounding the perimeter, and ditches within the Landfill perimeter);
- d) Grass mowing;

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- e) Preparing trenches;
- f) Reclaiming and hauling road construction materials; and
- g) Litter fencing, onsite maintenance, and construction work.

**1.3 Special Additional Services**

In addition to the cover material related services and standard services, special additional services are required that call for specific OH&S, environmental and technical considerations. These services include:

- a) Bottom ash hauling; and
- b) Miscellaneous gas system maintenance.

**1.4** Proponents should be able to provide all services described previously in Part B - City Requirements and Items to be addressed in Proposals section 1.1 (e), sections (i) to (ix) and Annex 1 - Schedule of Detailed Requirements in this Request for Proposal.

**1.5** Aerial photographs and the documents contained within Part D - Schedule D are available to assist Proponents in preparing their Proposals, and can be found at the following FTP site:

<https://webtransfer.vancouver.ca/>

The user ID is: PS20140333dl@coveftp01

The password is: KpdmTtzf (The password is case sensitive.)

**1.6** The Requirements stated herein are current as of the date hereof, but they may change or be refined in the course of the evaluation of Proposals or otherwise.

**1.7** 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.

**1.8** To the extent that the Requirements express estimates of quantities or volumes of goods or services expected to be required by the City, the City cannot offer any assurances that such quantities or volumes will in fact be required.

**1.9 Service Continuity Requirement and Strategy**

The services to be provided by the successful Proponent are essential to the operation of the Landfill. As a result, the City's strong preference is to hire a Proponent who can ensure the continuity of such services with no or minimal disruption due to a labour disruption or other

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reason. Each Proponent is required to submit, along with their proposal and to the City's satisfaction, a reasonably detailed service continuity strategy to address potential labour disruptions and other events that might disrupt the provision of services at the Landfill.

**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; and (iv) contain the City reference number and title of the RFP.
- 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 of the foregoing Section 1 of this Part B and the numbered paragraphs/sections of Annex 1 to the RFP.
- 2.3 Each Proposal must 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 include a completed table attached as Annex 6 - Pricing Table. The Commercial Proposal should be in a separate section of the Proposal which can easily be removed for the purposes of the Technical Evaluation.
- 2.4 All prices must be inclusive of any provincial sales tax payable by the City under the *Provincial Sales Tax Act*, S.B.C.2012, c.35 ("PST"), but exclusive of any tax calculated upon such prices under the Excise Tax Act, R.S.C., 1985, c. E-15 ("GST") or under any other sales tax legislation. GST and any such other sales tax (but not PST) should be described separately.

Reference should be made to the foregoing Section 1 of this Part B and Annex 1 to the RFP for any further requirements concerning pricing or payment terms, which should be addressed in each Proposal.

- 2.5 Each Proposal should contain a section titled "Proponent Overview," which should provide a description of the Proponent's company, purpose and history of successes.
- 2.6 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. Preference may be given to Proponents and proposed personnel that demonstrate knowledge and experience involving the provision of Landfill 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 at least 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.

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- 2.9 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.
- 2.10 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.
- 2.11 Each Proposal should contain a section titled “Quality Management”, which describes the Company’s approach to achieving and maintaining excellence in its systems and processes and how Quality Management is applied to the work in this Contract. This section should detail the Proponent’s commitment and resources available and committed to Quality Assurance and Quality Compliance. 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.
- 2.12 The City prefers that the Supplier utilize the most energy efficient equipment possible in order to minimize GHG emissions associated with the provision of contracted services. The main driver is the City’s corporate goals of GHG reductions. The Supplier is to provide the information requested below in sections 2.13, 2.14, and 2.15 for each piece of equipment or vehicle that will be utilized to complete the Work outlined in Annex 1 - Schedule of Detailed Requirements.
- 2.13 All proposed equipment with an engine should meet Tier 3 Engine requirements, with higher rating preferred. Proponents must include a section in their Proposal for each piece of equipment with an engine outlining the manufacturer name, age, hours, fuel type and expected consumption, and whether the equipment meets the City’s preferred Tier 3 or higher engine requirements. As per Section 5.1 of Part B, this is a mandatory requirement and proposals received without this information may be set aside with no further consideration.
- 2.14 The Proponent is to describe their approach to GHG reductions and what specific actions have been taken in the past 3 years to reduce the fuel consumption of Proposal’s vehicles, equipment and machinery with particular reference to initiatives such as anti-idling, fuel efficient driver training, etc.
- 2.15 The Proponent is to deliver and provide systems and/or processes to producing annually a report detailing the type(s) and quantity (ies) of fuel(s) used to operate vehicles, equipment, and machinery as part of the delivery of the Services. A sample report can be found in Part D - Schedule E - Sample Fuel Data Consumption Report. The Proponent is to address as part of the proposal:
- (a) Ability to provide actual fuel volumes for the vehicles, equipment and machinery being used; and
  - (b) Proposed method for prorating and/or estimating fuel volumes, if actual fuel volumes cannot be provided.
- 2.16 Additionally, each Proposal must be accompanied by a duly completed Declaration of Supplier Code of Conduct Compliance in the form of Annex 3, and Vendor Leadership Sustainability Questionnaire in the form of Annex 4. In addition, any other information in regards to a Proponents environmental practices or initiatives not specifically requested but relevant to the work should be included with the Proposal.

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- 2.17 Notwithstanding any other provision hereof, the City welcomes Proposals respecting innovative or novel approaches to the City's objectives and requirements and may consider value-creating Proposals that derogate from the Requirements. Each Proposal should contain a section titled "Deviations and Variations," in which the Proponent should: (i) note proposed deviations or variations from the terms and conditions set out in the RFP or from the Requirements, even if such deviations or variation are also noted elsewhere in the Proposal; and (ii) detail proposed amendments to the Form of Agreement. If no amendments to the Form of Agreement are proposed, the Proponent should state that its Proposal is fully consistent with the Form of Agreement.
- 2.18 If, in addition to proposing services which meet the Requirements, the Proponent wishes to offer an alternative or alternatives, the alternative solution(s) should to be submitted separately as an appendix within the Proposal. Any pricing impact of the alternative solution(s) should be provided separately in the appendix.
- 2.19 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.
- 2.20 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.
- 2.21 Each Proponent must submit with its Proposal Certificates 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 Article 11, Section 11.4 of the Form of Agreement, should the Proponent be selected as a successful Proponent. (Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City entering into any Agreement.)
- 2.22 Each Proponent must submit with its Proposal proof of valid WorkSafeBC registration. Such registration should be maintained as specified in Article 6, Section 6.1 of the Form of Agreement.
- 2.23 Each Proposal must be submitted under the cover of a completed Proposal Form, including Appendix 1 thereto.
- 3.0 BILLING AND PAYMENT OPTIONS
- 3.1 The City is interested in incorporating technologies such as digital scanning, billing, and electronic invoice verification, secure online payment system as well as using an EFT/SAP financial interface process.
- 3.2 Please explain your capabilities, including if your firm possesses technology enabling an EFT/SAP interface, or any other innovative payment solutions and or summary billing options.
- 3.3 Describe capabilities and include with your submission, a sample of a typical digital invoice which is expected to encompass services rendered, purchase order number, date of services rendered, description of services and goods including part numbers, price and extended value, taxes and total value for the billing period.
- 4.0 BUSINESS CONTINUITY AND EMERGENCY PLAN

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- 4.1 Each Proponent should submit with their Proposal a copy of their Business Continuity and Emergency Plan. This section should include information on how the Proponent's business will continue to operate and fulfil the contract requirements in the event of a catastrophe including but not limited to earthquakes, floods, and severe storms.

In the event of a catastrophe, the Proponent will support the City's operations to address identified site priorities including ensuring the Landfill environmental protection systems are restored and providing assistance to The Corporation of Delta for movement of emergency personnel/supplies. The Proponent shall mobilize labour (3 staff minimum) and equipment (1 excavator and 3 haul trucks) at the Landfill within 30 minutes within regular business hours and within 2 hours outside of regular business hours.

5.0 MANDATORY CRITERIA

- 5.1 By checking 'yes' or 'no' in response to each question in the following Table 1 - General Minimum Services Requirements Mandatory Criteria Checklist, the vendor is to indicate whether or not it meets the City's general minimum service requirements, which are described in further detail in ANNEX 1 - SCHEDULE OF DETAILED REQUIREMENTS. Any proposals received that do not have all Mandatory Criteria addressed will be set aside with no further consideration.

Table 1 - General Minimum Services Requirements Mandatory Criteria Checklist

MANDATORY CRITERIA	YES	NO
Letter from Bank or Surety for Letter of Credit/Contract Security	<input type="checkbox"/>	<input type="checkbox"/>
Information on proposed equipment	<input type="checkbox"/>	<input type="checkbox"/>
Pricing on all items requested	<input type="checkbox"/>	<input type="checkbox"/>
Resumes of key personnel included e.g. Foremen, superintendents, management.	<input type="checkbox"/>	<input type="checkbox"/>
Vendor Leadership Sustainability Questionnaire completed	<input type="checkbox"/>	<input type="checkbox"/>
Conflict of Interest Declaration completed	<input type="checkbox"/>	<input type="checkbox"/>
Certificates of Existing Insurance provided	<input type="checkbox"/>	<input type="checkbox"/>
Letter from Insurance Broker provided	<input type="checkbox"/>	<input type="checkbox"/>

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Three Client References for contracts involving multi-employer workplaces	<input type="checkbox"/>	<input type="checkbox"/>
Proponent has attended the Mandatory Information Meeting		

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PROPOSAL FORM

RFP No. PS20140333, Landfill 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

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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. PS20140333, as amended from time to time and including all addenda.
- (h) "Landfill" means the Vancouver Landfill, located at 5400 72<sup>nd</sup> Street, Delta, BC, V4K 3N2.

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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.

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**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));
- (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.

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**6.3 Limitation of City Liability**

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

**7 DISPUTE RESOLUTION**

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

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

**8 PROTECTION AND OWNERSHIP OF INFORMATION**

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

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

**8.2 Proponent's Submission Confidential**

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

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**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.
- (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.

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**9.3 Declaration as to No Collusion**

The Proponent confirms and warrants that:

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

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

**9.4 Declaration as to Lobbying**

The Proponent confirms and warrants that:

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

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

**10 NO PROMOTION OF RELATIONSHIP**

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

**11 GENERAL**

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

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- (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

---

# SUPPLY AGREEMENT

BETWEEN:

<  SUPPLIER NAME >

AND:

CITY OF VANCOUVER

RELATING TO THE SUPPLY OF LANDFILL SERVICES

DATED <  >

## 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 12<sup>th</sup> Avenue, Vancouver, British Columbia, V5Y 1V4 <[redacted]>

(hereinafter referred to as the “City”)

WHEREAS the Supplier is in the business of providing Landfill Services;

AND WHEREAS the City wishes to procure Landfill Services from the Supplier upon and subject to the  
terms and conditions hereinafter set forth,

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

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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” means a manager who at the relevant time carries such designation from the City under, or in accordance with, ARTICLE 5;
- (f) “Competent Authority” means:
  - (i) any multinational, federal, provincial, state, regional, municipal, local or other government or governmental body and any ministry, department, division, bureau, agent, agency, commission, board or authority of any government or governmental body, domestic or foreign;
  - (ii) any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel, arbitrator or arbitral body acting under the authority of any of the foregoing; or
  - (iii) any quasi-governmental or private body exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing;
- (g) “Confidential Information” means all or any confidential information (however recorded or preserved) disclosed before, on or after the date of this Agreement by either Party or any of its Representatives to the other Party or its Representatives in connection with this Agreement, concerning:
  - (i) this Agreement; or
  - (ii) the affairs, operations, processes, know-how, suppliers, plans or intentions of the disclosing Party or of any member of the disclosing Party’s Group, including, without limitation, any information which is not generally known to the public or which has been specifically identified as confidential or proprietary by the disclosing Party,

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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, license, 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, 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;

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- (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;
  - (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;
- and expressly excludes a strike, lockout or other labour disruption of the employees of the Supplier, any of the Supplier’s Subcontractors or any other party for whom the Supplier is responsible, or of the City’s employees;
- (p) “Good Industry Practice” means, in relation to the Supply or the performance of any other obligation under this Agreement, the practices, and the application of the skill, care, diligence, prudence and foresight, which would reasonably and ordinarily be expected from a skilled and experienced international Supplier 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;

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- (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) “Labour Disruption” means, in respect of a party to this Agreement, a strike by such party’s workforce or a lockout imposed by such party;
- (v) “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 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;
- (w) “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;
- (x) “On-Site Contractor Area” means the area provided and dedicated the on-site Landfill Services Supplier, in which the Landfill Services Supplier is to be, and act as, the Prime Contractor;
- (y) “Other City Entity” means each of: None.
- (z) “Parties” means the City and the Supplier and “Party” means one of them or either of them, as the context requires;

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- (aa) “Permitted Purpose” has the meaning ascribed thereto in Section 14.3;
- (bb) “Preferred Supplier” means a company named in Schedule F;
- (cc) “Proposal” means the Supplier’s proposal dated <img alt="redacted date" data-bbox="598 168 628 183"/>, submitted by the Supplier to the City in response to the RFP;
- (dd) “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;
- (ee) “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;
- (ff) “RFP” means the City’s Request for Proposal number PS20140333;
- (gg) “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.
- (hh) “Sales Tax” has the meaning ascribed to such term in Section 15.1;
- (ii) “Site” means each of the worksites at which the Supply shall be performed as per the aerial photographs and site plans incorporated as Schedule D and each other place where the Supply is performed;
- (jj) “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;
- (kk) “Supplier’s Manager” means a manager who at the relevant time carries such designation from the Supplier under, or in accordance with, ARTICLE 5;
- (ll) “Supply” means the provision of the goods, services and works described in Schedule A (or, as the context requires, the particular such goods, services or works provided or to be provided by the Supplier to the City at a particular time or times and in the particular combinations and quantities directed by the City in accordance herewith), and any other services to be provided by the Supplier pursuant to this Agreement;
- (mm) “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, license, import, customs, profits, windfall profits, environmental, carbon, emissions, pollution, payroll, employment, employer health, pension plan, anti-dumping,

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- 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;
- (nn) “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;
- (oo) “Variation” has the meaning ascribed to such term in Section 3.8(a); and
- (pp) “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.

## 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 *eiusdem generis* shall not apply;

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- (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.

#### 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	Incorporated Documents
Schedule E	Sample Fuel Consumption Data Report
Schedule F	City Policies
Schedule G	Key Project Personnel
Schedule H	Insurance Certificates
Schedule I	Letter of Credit

## ARTICLE 2 EFFECTIVENESS

#### 2.1 Effective Date

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

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**2.2 Term**

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

**ARTICLE 3  
SUPPLY; GENERAL TERMS**

**3.1 Supply**

- (a) During the term of effectiveness of this Agreement, the Supplier shall provide the Supply to the City, at the times and in the quantities directed by the City, and otherwise in accordance with the directions of the City and in conformity with this Agreement.
- (b) Notwithstanding any other provision hereof, any goods, services or works described in Schedule A shall be provided to the City only upon receipt by the Supplier of a purchase order from the City or another instruction given by the City pursuant to Section 5.1 relating to such Supply.
- (c) The Supplier shall maintain at all times sufficient business capacity and inventories of the supplies necessary for the provision of the Supply, to meet the business plans and requirements of the City.
- (d) In connection with the Supply, the Supplier shall provide to the City, without additional compensation, all services, conveniences, materials or features proposed in the Proposal that are not otherwise expressly provided for herein, as well as all other ancillary materials or services that are not expressly mentioned either herein or in the Proposal, but are reasonably inferable from the descriptions of the Supply herein or from the descriptions of proposed services, conveniences, materials or features in the Proposal.

**3.2 Application to Prior Acts**

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

**3.3 Sufficiency and Competence of Personnel**

- (a) The Supplier (and its Subcontractors, if any) 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.

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- (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.
- (d) If any personnel of the Supplier or a Subcontractor are covered by collective agreements, the Supplier shall, and shall cause its Subcontractors to, abide by the wages and all other terms and conditions of such collective agreements applicable to such personnel. Notwithstanding the foregoing, the Supplier shall, and shall cause its Subcontractors to, pay to every person involved in performing the Supply not less than the wages or remuneration generally accepted in the industry as current at any given time.

### 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 (Incorporated Documents), 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.

### 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 Supplier performing work of a similar nature to the Supply.
- (a) All goods or materials provided under the Agreement as part of the Supply shall be new and fully warranted for a period of one year from the time of delivery to the City, against defects in design, manufacturing, materials, workmanship and performance, and the Supplier affirms and covenants that such warranty is, and shall be, provided by the Supplier if and to the extent it is not fully and effectively provided to the City by third-party manufacturers or suppliers of the goods or materials.

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- (b) All goods, works and materials provided under the Agreement as part of the Supply shall be non-defective and fit for their intended purposes and shall function safely in all respects.
- (c) All costs associated with warranty replacements or repairs shall be the responsibility of the Supplier, including repair, adjustment, and shipping costs, and replacements of goods or materials.
- (d) If requested by the City, the Supplier shall handle and manage any claim on a manufacturer warranty for any defect in goods or materials provided as part of the Supply.
- (e) The Supplier shall deliver to the City all such documentation as the City may require to evidence any warranty required by this Section 3.6 or to evidence the Supplier's compliance with this Section 3.6, and the Supplier shall assign all warranties, and do all other things necessary, to ensure that the City receives the full benefit of each warranty or other covenant set forth in this Section 3.6.

**3.7 Relationship Between the Parties**

- (a) The Supplier in its provision of the Supply and its performance of its obligations under this Agreement shall at all times act as an independent Supplier 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 intends to use the Supplier as a preferred supplier of the goods, services and works described in Schedule A; however the City is not bound to treat the Supplier as its exclusive supplier of any goods or services.

**3.8 Variations Requested by the City**

- (a) Any instruction given by the City which constitutes or gives rise to a variation from the scope of the Supply expressed in Schedule A (Scope of Goods and Services), shall constitute a "Variation" and shall be governed by and subject to this Section 3.8.
- (b) During the term of this Agreement, the City may at any time effect a Variation by notice in writing to the Supplier, and the Supplier shall not be entitled to refuse to implement any Variation unless the carrying out of such Variation would contravene any Law (in which case the Supplier shall promptly give notice to the City).
- (c) If the Supplier is of the opinion that a Variation justifies an increase to the Contract Price or a change to any of the Time(s) for Completion, the Supplier must, as a condition to being entitled to any such increase to the Contract Price or change to the Time(s) for Completion, no later than 10 Business Days after the City gives notice of the Variation, submit a claim to the City which sets out the Supplier's assessment of the impact the Variation should have on the Contract Price due for such Supply and on the Time(s) for Completion for such Supply, and thereafter:
  - (i) the City shall consider that claim as soon as possible and may request the Supplier to supply such further evidence as is reasonably required to confirm

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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

- (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, as necessary, which such agreement must be evidenced in writing.
- (d) If no agreement is reached under 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 0.
- (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) If, in the judgment of the City, any Defects are found in the Supply, the City shall notify the Supplier accordingly.
- (b) 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.
- (c) 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.
- (d) 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(d) 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; and
  - (ii) its incorporation into a work supplied by the Supplier.
- (c) The Supplier shall deliver to the City any documentation, including a bill of sale, which the City may reasonably require to evidence the transfer of title in and to goods to the City, free and clear of all Encumbrances.

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- (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 Procurement of Supplies**

If so required as part of the Supply specified in Schedule A (Scope of Goods and Services), the Supplier shall procure, in the name of and on behalf of the City:

- (a) those materials and/or services specified in Schedule F (Preferred Suppliers) (if any) as being required to be procured from a particular Preferred Supplier from such Preferred Supplier; and
- (b) where no particular materials and/or services are specified in Schedule F (Preferred Suppliers) as being required to be procured from a particular Preferred Supplier, materials or services that are in any event required for purposes of the Supply in accordance with Good Industry Practice.

Such procurement shall be in accordance with the City Policies (if and insofar as applicable) and otherwise the provisions of this Agreement.

**4.2 Information Concerning Alternative Suppliers**

Exercising Good Industry Practice, the Supplier shall use all reasonable endeavours to submit to the City details of alternatives to each Preferred Supplier where:

- (a) it would be more economical to purchase the relevant materials or services from an alternative supplier; or
- (b) a better quality of materials or services may be obtained from an alternative supplier; or
- (c) it would be more beneficial to the City to procure such materials or services from an alternative supplier.

**4.3 Use of Alternative Suppliers**

If the Supplier needs to procure any materials or services for which a Preferred Supplier is specified in Schedule F (Preferred Suppliers) and the Supplier wishes to procure such materials or services from an alternative supplier, the Supplier shall provide written notification to the City within a reasonable time so as not to delay the Time(s) for Completion. Such notice shall be in the form acceptable to the City and shall contain, as a minimum, the following information:

- (a) the relevant materials or services to be procured;

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- (b) the name of the Preferred Supplier;
- (c) the name of the alternative supplier;
- (d) corporate, financial, technical, insurance and commercial information concerning the alternative supplier that is reasonably adequate to permit the City to evaluate the alternative supplier; and
- (e) the Supplier's reason(s) for recommending that such materials or services be procured from the alternative source (supported by evidence).

The City shall provide its acceptance or rejection of such recommendation within a reasonable period so as not to delay the Time(s) for Completion. The City's decision shall be at its absolute discretion and shall be final and binding on the Parties.

**ARTICLE 5  
CONTRACT MANAGERS**

**5.1 City's Managers**

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

**5.2 Supplier's Managers**

- (a) The Supplier hereby designates each of <img alt="redacted" data-bbox="535 685 565 695"/> and <img alt="redacted" data-bbox="605 685 635 695"/> as a "Supplier's Manager." Each Supplier's Manager, including any additional Supplier's Managers designated by the Supplier in accordance herewith, has, for so long as he or she remains a Supplier's Manager, full authority to act on behalf of the Supplier in relation to all matters arising under this Agreement, and any instruction given by the City (through an executive officer or City's Manager) to either of them shall be deemed to be valid and effective, if given as stated in Section 5.1(b).
- (b) Each Supplier's manager may, in writing, delegate his or her authority hereunder to others, upon the written agreement of the City.

**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

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individual, from time to time, each at its own discretion, through notice to the other Party. In the case of the Supplier, any such designation or removal must be in writing to the City.

**ARTICLE 6**  
**SUPPLIERS' WARRANTIES AND COVENANTS**

**6.1 General Representations and Warranties**

The Supplier represents and warrants that:

- (a) the Supplier has the full right, power, and authority to enter into this Agreement and to perform the Supply;
- (b) the Supplier is a <img alt="redacted" data-bbox="375 298 395 313"> duly organized, validly existing and in good standing under the laws of <img alt="redacted" data-bbox="305 313 325 328"> 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, license, 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 and Corporation of Delta business license, or a Metro West Inter Municipal Business License;
- (e) the Supplier shall at its own expense, and shall cause all of its Subcontractors at their expense to, procure and carry or cause to be procured and carried and paid for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement;
- (f) all statements made by the Supplier in its Proposal are true and accurate;
- (g) 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;
- (h) 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;
- (i) 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;
- (j) 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) act as "prime contractor", as defined in the WCA, in respect of those portions of the Site as required, and as may be changed, by the City from time to time, and as such the Supplier assumes and is wholly responsible for the health and safety of all persons at such locations on the basis described in the WCA. As of the date of this Agreement, the Supplier will act as the "prime contractor" for those portions of the Site labelled Stockpile Area and Contractor's Work Yard as shown on the map contained within Schedule D - Incorporated Documents titled PS20140333 - Site Plan General - Appendix D.

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

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

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

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

**6.4 Covenants Regarding the Environment**

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

**6.5 Further Covenants Regarding the Sites**

The Supplier shall:

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

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**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.

**6.8 Covenants Regarding Labour Disruptions**

- (a) Condition-Precedent to this Agreement: As a condition-precedent to entering into this Agreement, the Supplier will have submitted to the City, to the City's satisfaction, a reasonably detailed service continuity strategy to address potential Labour Disruptions and other events that might disrupt the provision of services at the Landfill.
- (b) City Labour Disruption: If there is a City Labour Disruption at any time during the term of this Agreement, the Supplier shall continue to perform in accordance with its obligations under this Agreement.
- (c) Supplier Labour Disruption: If there is a Supplier Labour Disruption at any time during the term of this Agreement:

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- (i) the City may exercise one or more of the following concurrently or sequentially:
- (A) immediately terminate the Agreement on written notice to the Supplier;
  - (B) suspend the Supplier all or part of the Supply in accordance with Section 12.2;
  - (C) hire a third party to perform all or part of the Supply to ensure continuity of services to the Landfill;
  - (D) use City workers to perform all or part of the Supply to ensure continuity of services to the Landfill.

If necessary, the City may draw down on the Letter of Credit described in Article 17 to pay for, or to reimburse itself for, any expenses incurred by the City in respect of the above.

- (ii) the Supplier will provide the City with, during the Supplier Labour Disruption:
- (A) an update to the Supplier's service continuity strategy or a written plan specific to the Labour Disruption to mitigate the impact of the Labour Disruption and to restore full performance as soon as reasonably practicable;
  - (B) updates to the above plan upon request by the City and no less than once per week; and
  - (C) daily information updates to the City or as may be requested by the City;
- (the above is referred to as the "Impact Mitigation Plan and Information Updates").

- (d) Notice of Potential Labour Disruption: At least 30 days before the expiration of the Supplier's collective agreement, the Supplier will provide written notice to the City, on a confidential basis, of the Supplier's assessment of the likelihood of a Supplier Labour Disruption.
- (e) Notice of Actual or Imminent Labour Disruption: If the Supplier's union serves a strike notice, the Supplier issues a lockout notice, or the Supplier becomes aware that a Supplier Labour Disruption is imminent, the Supplier will immediately provide written notice of such Labour disruption to the City as well as the Impact Mitigation Plan and Information Updates.

**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;
  - (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;

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- (iv) not reassign or allow the reassignment of the Key Project Personnel to other projects during the term of this Agreement without the City's prior written consent (such consent not to be unreasonably withheld or delayed); and
  - (v) take all reasonable steps to ensure that the Key Project Personnel perform their roles and responsibilities in accordance with any organizational structure agreed in writing between the Parties.
- (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**

The Supplier is to provide:

- (a) Monthly reports itemizing all work done for that period and year-to-date using, as a minimum, the metrics used by the Contractor to originally price the work. The Contractor may integrate the invoice and report into one document.
- (b) Weekly reports with information and statistics relating to Occupational Health & Safety including but not limited to any safety incidents or other injuries, accidents, or safety or near-miss incidents relating to the safety of the Supply.
- (c) One time reports on any hazardous accidents, incidents and activities relating to environmental aspects of the Supply or community relations, including any Releases of any Hazardous Substances.

**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.

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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.

8.4 Annual Fuel Type and Quantity Reporting

- (a) The Supplier shall provide an annual report, in the form of Schedule E, detailing the type(s) and quantity(ies) of fuel(s) used by the Supplier and its Subcontractors to operate vehicles, equipment and machinery in the delivery of the Supply. This report shall be prepared annually by the Supplier and is to be submitted in the month of January of each calendar year of the contract. If the City and the Supplier agreed to performance targets or levels in respect of the types and quantities of equipment and fuel used and emissions from such equipment, and the Supplier has not complied with such performance targets or levels, the Supplier will be deemed to be in breach of this Agreement and the City may invoke its rights under this Agreement or at law.

8.5 Safety Reporting

- (a) The Supplier shall report immediately to the “prime contractor” (if not the Supplier) all accidents and injuries of any kind or severity occurring on or about the Site and involving employees of the Supplier or any Subcontractor, or any other person of which the Contractor is aware, and arising out of or in connection with the Services.

ARTICLE 9  
PAYMENT; AUDITS

9.1 Payment to the Supplier

- (a) The City shall pay the Supplier for any portion of the Supply that is performed in accordance with this Agreement and Schedule B (Prices for Supply), following the receipt of invoices prepared and delivered in accordance with Section 9.2(c) and Section 9.3 save and except any invoices contested by the City.
- (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 ten percent withholding, 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

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and dismiss such lien and until such lien is removed, cancelled or dismissed (as appropriate, to the satisfaction of the City), or 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.

- (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 Supplier 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 Monthly Invoices**

- (a) The City shall from time to time issue purchase orders to the Supplier in relation to the Supply. These shall not have the effect of amending or waiving the application of any provision of this Agreement.
- (b) The Supplier shall submit an invoice at the end of each calendar month.
- (c) Each of the Supplier's monthly invoice 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.
- (d) 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

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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 Monthly Invoices**

- (a) The Supplier shall submit each of its monthly invoices to the City, Attention: Accounts Payable, by email to [APCentral@vancouver.ca](mailto:APCentral@vancouver.ca), or to such other address as is specified in an applicable purchase order. The City shall thereafter pay the 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.
- (c) The Supplier shall submit a draft invoice 10 days prior to its actual final invoice to the City designate along with a detailed breakdown of metrics.

**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

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amount paid by the City to the Supplier in respect of the Supply, then the costs of the relevant audit shall be for the account of the Supplier.

**9.7 Set Off**

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

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

**10.1 Scheduled Items**

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

**10.2 Other Information**

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

**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 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:

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- (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:
  - (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.

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## 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 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;

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- (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 defense, 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
  - (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:

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- (i) *Commercial General Liability Insurance* with coverage of not less than \$5 million per occurrence and at least \$5 million 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;
  - (ii) *All-Risk Contractor's Equipment Insurance* covering all equipment owned or rented by the Contractor and its agents or employees against all risks of loss or damage with coverage sufficient to allow for immediate replacement and including a waiver of subrogation in favour of the City;
  - (iii) *Automobile Liability Insurance* to be carried at all times on all licensed vehicles owned by or leased to the Contractor, protecting against damages arising from bodily injury (including death), and from claims for property damage arising from the operations of the Contractor, its agents or employees. This insurance shall be for a minimum amount of five million dollars (\$5,000,000) inclusive per accident;
  - (iv) *Contractors Pollution Liability Insurance* including coverage with a limit not less than \$5,000,000.00 per occurrence and with a deductible not greater than \$50,000.00 covering third-party bodily injury, property damage and clean-up costs arising out of a pollution event, including but not limited to any unexpected or unintentional spill, discharge, emission, dispersal, leakage, migration, release or escape of pollutants including Polychlorinated Biphenyl ("PCB"). Coverage will include the transportation, loading and unloading of materials. The coverage is to include the Contractor and the City as a named insured.
- (b) In addition to those mandatory insurance policies that the Supplier's Subcontractors are required to carry by any applicable Laws, the Supplier's Subcontractors providing professional services such as the provision of environmental management plans, or safety plans 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:
  - (i) a professional (errors and omissions) liability insurance policy with limits of not less than \$2,000,000 per claim and not less than \$1,000,000 in aggregate and a deductible of not more than \$15,000, protecting the Supplier's Subcontractors against all claims for loss or damage arising out of any error or omission of the Supplier's Subcontractors or the Supplier's Subcontractors personnel in the performance of the Services.
- (c) 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 fulfill. This does not apply to Subcontractors providing professional services such as the provision of environmental management plans, or safety plans.
- (d) 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).
- (e) The cost of the insurances arising under this Section 11.4 shall be deemed to be incorporated into the prices specified in Schedule B.
- (f) 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

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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 two 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 becoming aware of the event of the 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 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 (including any temporary period of resumption of performance), the City may, at any time upon written notice to the Supplier following the expiration of such period of 30 day:
  - (i) step in and perform (with City workers or through a third party), at the Supplier's expense (City shall be entitled to draw down on the Letter of Credit described in Article 17), all or part of the Supply affected by the event of Force Majeure for a duration determined by the City, in which case the Supplier shall be required to cooperate with the City and to comply with all other obligations not impacted by the event of Force Majeure; or

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- (ii) terminate all or part of this Agreement (notwithstanding that the City may have stepped in and performed any part of the Supply pursuant to subsection 12.1(d)(i) above).

## 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; and upon receipt of any such notice of suspension, the Supplier shall immediately cease performing the Supply, minimize expenditure and comply with any reasonable instructions of the City. No payment will be required for any part of the Supply that is suspended and not performed by the Supplier. If any part of the Supply is suspended, the Supplier shall resume performance as soon as reasonably possible at the request of the City.
- (b) Without prejudice to Section 12.2(a), the City may terminate this Agreement at any time (and for its convenience) upon 45 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 minimize 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 (save and except in respect of the failure of the Supplier to deliver to the City a replacement Letter of Credit within 15 days pursuant to Section 18.2 - the 14 day remedy period in this Section 12.2(c) will be replaced by the 15 day period in Section 18.2), the City may by a further notice to the Supplier of at least 14 days:
  - (i) step in and perform (with City workers or through a third party), at the Supplier's expense (City shall be entitled to draw down on the Letter of Credit described in Article 17), all or part of the Supply for a duration determined by the City, in which case the Supplier shall be required to cooperate with the City and to comply with all of its other obligations; or
  - (ii) terminate all or part of this Agreement (notwithstanding that the City may have stepped in and performed any part of the Supply pursuant to subsection 12.2(c)(i) above).
- (b) 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

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- (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.

### 12.3 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 safekeeping;
  - (iv) if so requested by the City, take reasonable steps to assign any Subcontractor contracts to the City and do all things and execute all documents necessary to give effect thereto; and
  - (v) otherwise comply with all reasonable requirements of the City arising from the cessation of the Supply or the continuing development of the Site.
- (b) The Supplier shall be entitled to be paid its reasonable properly incurred costs of compliance with Section 12.3(a) and its reasonable demobilization costs, up to a maximum of \$5,000.00, in aggregate, save in circumstances in which the City reasonably claims that the termination was a consequence of a Safety Incident or a default by the Supplier in the provision of any part of the Supply, in which case all such costs shall be for the Supplier's own account.
- (c) On termination of this Agreement for any reason, the 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).

### 12.4 Other Surviving Rights and Liabilities of Parties

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

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**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.
- (c) Without prejudice to the foregoing Section 1.1(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.
- (b) 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.
- (c) 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.
- (d) If the Supplier is unable to enter into a contract with a Subcontractor whose role in the provision of the Supply is expressly provided for in the schedules hereto, it shall as soon as reasonably practicable inform the City of the reason for such inability and procure the services of a replacement subcontractor that is acceptable to the City, acting reasonably.
- (e) 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**  
**PRIVACY; CONFIDENTIALITY**

**14.1 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.

**14.2 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.

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#### 14.3 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 14.

#### 14.4 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 14.

#### 14.5 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.

#### 14.6 Other Disclosures by the City

The City’s obligations under this ARTICLE 14 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 14, 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.

#### 14.7 Interpretation; Enforcement and Survival

- (a) Notwithstanding anything in this ARTICLE 14 to the contrary, nothing in this ARTICLE 14 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 14 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 defense in the proceeding for such injunctive relief.

**ARTICLE 15**  
**TAXES**

**15.1 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.

**15.2 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 15.2(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 15.2(a).
- (d) If the City does not withhold an amount under Section 15.2(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 15.2(a)

**DISPUTE RESOLUTION**

**15.3 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.

**15.4 Arbitration**

In the event that Parties agree to arbitration pursuant to Section 15.3:

- (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

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agreed upon by the Parties, and failing agreement by the Parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia;

- (b) the parties shall share equally the costs of the arbitration but shall be responsible for their own separate costs and expenses in relation to the arbitration including legal fees and disbursements; and
- (c) the arbitration shall take place in Vancouver, British Columbia and shall be governed by the laws of British Columbia.

**ARTICLE 16**  
**MISCELLANEOUS**

**16.1 Time of the Essence**

Time is of the essence of this Agreement, including without limitation in relation to the Time(s) for Completion.

**16.2 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.

**16.3 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 1.1(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.

**16.4 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.

**16.5 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.

**16.6 Notices**

- (c) 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

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

- (i) if to the Supplier:

<☒Supplier Name>  
<☒address>

Attention: <☒>  
Facsimile: <☒>

- (ii) if to the City:

City of Vancouver  
Engineering Services - Vancouver Landfill Operations  
5400 72<sup>nd</sup> Street  
Delta, BC V4K 3N2

Attention: Lynn Belanger  
Facsimile: 604-940-3188

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

- (d) 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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**16.7 Governing Law and Jurisdiction**

- (e) This Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia.
- (f) All provisions of the *International Sale of Goods Act* (British Columbia) are specifically excluded from application to this Agreement.
- (g) 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 0; and
  - (ii) to the extent necessary to enforce, in another jurisdiction, any decision or award made pursuant to 0 or any judgment of any court in the Province of British Columbia.

**16.8 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.

**16.9 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.

**16.10 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.

**16.11 Independent Legal Advice**

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

**16.12 Electronic Execution**

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

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ARTICLE 17  
PERFORMANCE SECURITY

- 17.1 The Supplier will deliver to the City a clean, unconditional, irrevocable, demand letter of credit (the "Letter of Credit") payable in the amount of \$100,000.00 and issued in favour of the City by a bank listed in Schedule I or Schedule II of the Bank Act (Canada) in form and substance satisfactory to the City's Director of Legal Services.
- 17.2 The Letter of Credit will be used by the City to secure performance of the Supply. The Letter of Credit must be valid for the entire term of this Agreement (including all extensions pursuant to the terms hereof) and may be drawn on by the City to reimburse the City for any costs, losses or damages suffered by the City as a result of the Contractor's breach of this Agreement (including, without limitation, if the City elects to step in and perform pursuant to subsections 12.1(d) or 12.2(c)). If the City draws down on the Letter of Credit, the Supplier shall immediately deliver to the City a new Letter of Credit for the full amount of \$100,000 so that at all times during the term of this Agreement, the City is in possession of a valid and current Letter of Credit that complies with this Article 17. If the Supplier does not replace a drawn down Letter of Credit with one for the full amount of \$100,000 within 15 days of the City's draw down, such failure will be deemed a breach of a material term of this Agreement and entitle the City to exercise all of its rights and remedies under the Letter of Credit and Section 12.2(c) of this Agreement.
- Any and all breaches by the Supplier of its obligations under the Agreement will entitle the City to exercise any and all remedies at law, in equity, in contract and in tort, and will entitle the City to make draws on the Letter of Credit to compensate the City for losses suffered, all and in any order that the City chooses. The City's rights and remedies under this Article 17 are in addition to, and not in lieu of, all rights and remedies available to the City.
- 17.3 Upon the expiry or earlier termination of this Agreement the City will return the Letter of Credit to the Supplier.

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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 >

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

CITY OF VANCOUVER

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Category Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Chief Purchasing Official

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Director, Legal Services

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SCHEDULE A -  
SCOPE OF GOODS AND SERVICES

The final Scope of Goods and Services, as awarded, is to be inserted prior to contract execution.

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SCHEDULE B -  
PRICES FOR SUPPLY

(Pricing for Supply, as awarded, to be inserted prior to contract execution)

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

The City of Vancouver will provide the following for the purposes of the Supplier to perform the work described in this document:

- a) A dedicated area of no more than 1.2 ha for the Supplier's offices, equipment, fuel, and vehicle storage ("On-Site Contractor Area");
- b) Access to Landfill Staff; and
- c) Access to relevant reports, procedures, drawings, specifications, maps, and photographs.

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SCHEDULE D -  
INCORPORATED DOCUMENTS

*[NOTE: The incorporated documents listed below are not attached but will be provided to potential Proponents, by accessing the ftp site at <https://webtransfer.vancouver.ca/> , using User ID: PS20140333dl@coveftp01 , and Password: KpdmTtzf]*

The following documents are incorporated by reference:

- a) Landfill Site Hazard List
- b) Landfill Site Safety Orientation and Agreement
- c) Attachment 1 - Owners List of Known Workplace Hazards
- d) Attachment 2 - Owners List of Known Workplace Hazards
- e) Landfill ERP Part 1 Policy and Responsibilities August 13, 2013;
- f) Landfill ERP Part 2 COV Specific Procedures August 13, 2013;
- g) Landfill ERP Part 3 Forms and Contacts August 13, 2013
- h) Owner's List of Known Workplace Hazards;
- i) Site Photo 1
- j) Site Photo 2
- k) Site Photo 3
- l) Site Plan General
- m) Site Plan Ditch Cleaning;
- n) Site Plan Mowing Areas;
- o) Sperling Hansen Associates (SHA) LFCI Vancouver Landfill Fire Suppression Needs Report;
- p) Contractors Pre Contract Hazard Assessment;

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SCHEDULE E -  
SAMPLE FUEL CONSUMPTION DATA REPORT

The Contractor will be required to deliver a report detailing the type(s) and quantity (ies) of fuel used to operate vehicles, equipment and machinery as part of the delivery of the services described in the contract, and to provide this data to the City of Vancouver in the month of January of each calendar year of the contract.

Data provided should include the following (see sample format below):

- Type of fuel consumed (e.g., diesel, gasoline, natural gas, propane, and biofuel blends); and
- Litres of fuel consumed in relation to the service delivered under the contract
- The Contractor may also be required to provide a breakdown of fuel used per piece of equipment as shown in the detailed report format.

The City can provide direction, if necessary, on how to calculate this information.

Sample Report Format:

Summary Report:

P.O. (Contract) Number	
Vendor Name	
Date Range	
Gasoline (litres)	
Diesel (litres)	
Other fuels (list) (litres)	
Prorated based on*	

\*Please note method of apportionment if volume data is not directly collected.

Detailed Report:

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Volume of Fuel Used					
Excavator	Total number of service hours	Gasoline (litres)	Diesel (litres)	Other fuels (list) (litres)	Prorated based on*
Excavator					
Haul Truck					
Haul Truck					
Etc.					
Total					

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SCHEDULE F -  
CITY POLICIES

1. The City's Supplier Code of Conduct referred to in Annex 3 of the RFP.
2. The City's Vendor Leadership Sustainability Questionnaire referred to in Annex 4 of the RFP.
3. The City's Conflict of Interest Declaration referred to in Annex 5 of the RFP.

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SCHEDULE G -  
KEY PROJECT PERSONNEL

To be inserted upon contract award.

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SCHEDULE H -  
INSURANCE CERTIFICATES

To be completed upon contract award and prior to contract execution.

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**CERTIFICATE OF INSURANCE**  
**Project Specific Insurance**

Schedule H

Section 7 a) – City staff to select the required # of days Written Notice before sending out for completion  
Section 2 through 7 – to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12<sup>th</sup> Avenue, Vancouver, BC, V5Y 1V4  
*and certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.*
2. **NAMED INSURED:** *[must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]*

**MAILING ADDRESS:** \_\_\_\_\_

**LOCATION ADDRESS:** \_\_\_\_\_

**DESCRIPTION OF PROJECT/CONTRACT:**

PS20140333 LANDFILL SERVICES

3. **PROPERTY INSURANCE – ALL RISK COURSE OF CONSTRUCTION (Builder's Risk Form) /INSTALLATION FLOATER**
- Providing All Risk Coverage including Earthquake and Flood up to full replacement cost of the Project/Contract described above
  - Naming the City of Vancouver as an Insured and containing a Loss Payee Clause in favour of the City of Vancouver stating that proceeds of any claims against the Insurer be made payable to City of Vancouver as its interest may appear

INSURER: \_\_\_\_\_

**INSURED VALUES: (Full Replacement Cost value of Project)**

TYPE OF COVERAGE: \_\_\_\_\_

Limit: \$ \_\_\_\_\_

POLICY NUMBER: \_\_\_\_\_

Deductible Per Loss: \$ \_\_\_\_\_

POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_

4. **WRAP UP LIABILITY INSURANCE (Occurrence Form)** in the Joint Named Insureds of the Owner, City of Vancouver, Architects, Engineers, Consultants, Sub-consultants, Contractors, and Subcontractors, including their officials, officers, employees, agents, and all participants engaged in or connected with the above Project/Contract, including the following extensions:

✓ Personal Injury

✓ Cross Liability or Severability of Interest

✓ Employees as Additional Insureds

✓ Blanket Contractual Liability

✓ Broad Form Products and Completed Operations

✓ Broad Form Property Damage including Loss of Use

✓ Non-Owned Auto Liability

**Check Additional Extensions where applicable and included:**

☐ Work below ground level over 3 metres

☐ Excavation, shoring, underpinning, pile driving or caisson

☐ Demolition, removal or weakening of support of property

☐ Blasting

☐ Operation of hoist or attached machinery

☐ 24 months Completed Operations

☐ 36 months Completed Operations

INSURER: \_\_\_\_\_ POLICY NUMBER: \_\_\_\_\_

POLICY PERIOD: From \_\_\_\_\_ To \_\_\_\_\_

**LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive):**

Per Occurrence: \$ \_\_\_\_\_ Aggregate: \$ \_\_\_\_\_ 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 \_\_\_\_\_

*If vehicles are insured by ICBC, complete and provide Form APV-47.*

6. **OTHER INSURANCE (e.g. Contractors' Equipment) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit**

7. **POLICY PROVISIONS:**

*Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:*

a) *SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;*

b) *All property Insurance policies must contain a provision in which the Insurer(s), upon payment of a claim will waive all rights of subrogation against the City of Vancouver, its officials, officers, employees or agents;*

c) *The insurance policy (policies) listed herein shall be primary with respect to the above described project/contract. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.*

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

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

Dated: \_\_\_\_\_

REQUEST FOR PROPOSALS NO. PS20140333  
LANDFILL SERVICES  
PART D - FORM OF AGREEMENT

Schedule H



**ENVIRONMENTAL IMPAIRMENT OR POLLUTION LIABILITY  
INSURANCE CERTIFICATE**

Section 5 – City staff to select the required # of days Written Notice before sending out for completion  
Section 2 through 5 – to be completed and executed by the Insurer or its Authorized Representative

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12<sup>th</sup> Avenue, Vancouver, BC, V5Y 1V4  
*and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect as of the effective date of the agreement described below.*
2. NAMED INSURED *[must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]*

BUSINESS TRADE NAME OR DOING BUSINESS AS \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE  
PS20140333 LANDFILL SERVICES

3. ENVIRONMENTAL IMPAIRMENT OR POLLUTION LIABILITY INSURANCE ☐ CLAIMS MADE FORM or ☐ OCCURRENCE FORM

Please check on the applicable insurance policy form

- ☐ Annual Policy Form  
☐ Project Specific Policy Form in the Joint Named Insured of the Owner, the City of Vancouver, Architects, Engineers, Consultants, Sub-consultants, Contractors, and Subcontractors, including their officials, officers, employees, agents, and all participants engaged in or connected with the above Project/Contract.

The insurance policy will include the following extensions: Check Additional Extensions where applicable and included:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Bodily Injury or Loss of Life  | <input type="checkbox"/> Incidental contingent site liability                       |
| <input checked="" type="checkbox"/> Cross Liability or Severability of Interest  | <input type="checkbox"/> Non-owned disposal site liability                          |
| <input checked="" type="checkbox"/> Employees as Additional Insureds   | <input type="checkbox"/> Work below ground level over 3 metres                      |
| <input checked="" type="checkbox"/> Blanket Contractual Liability  | <input type="checkbox"/> Excavation, shoring, underpinning, pile driving or caisson |
| <input checked="" type="checkbox"/> Broad Form Products and Completed Operations   | <input type="checkbox"/> Demolition, removal or weakening of support of property    |
| <input checked="" type="checkbox"/> Broad Form Property Damage Including Loss of Use   | <input type="checkbox"/> Blasting   |
| <input checked="" type="checkbox"/> Contingent Transportation Coverage   | <input type="checkbox"/> Operation of hoist or attached machinery operations        |
| <input checked="" type="checkbox"/> Pollution Liability Resulting From or Involving Use of or Removal of Asbestos, Mould, Lead or Contaminants of Any Kind | <input type="checkbox"/> 24 months completed operations                             |
|  | <input type="checkbox"/> 36 months completed operations                             |

INSURER: \_\_\_\_\_ POLICY NUMBER: \_\_\_\_\_

POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_

LIMITS OF LIABILITY:

Limit of Coverage: \$ \_\_\_\_\_ Aggregate: \$ \_\_\_\_\_

Deductible Per Occurrence: \$ \_\_\_\_\_ Retroactive Date End: \_\_\_\_\_

4. ☐ 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 \$ \_\_\_\_\_

5. POLICY PROVISIONS

Where required by the governing permit, license or agreement, it is understood and agreed that:

- a) The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing, permit, license or agreement.
- b) SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.
- c) The insurance policy (policies) listed herein shall be primary with respect to liability arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE \_\_\_\_\_

Dated: \_\_\_\_\_

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

InsCertCOVPollutionLiability-2012-05

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Schedule H



PROFESSIONAL LIABILITY INSURANCE CERTIFICATE

Section 4 – City staff to select the required # of days Written Notice before sending out for completion  
Section 2, 3 & 4– to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12<sup>th</sup> Avenue, Vancouver, BC, V5Y 1V4  
*and certifies that the insurance policy as listed herein has been issued to the Named Insured(s) and is in full force and effect as of the effective date of the agreement described below.*
2. **NAMED INSURED:** *[must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]*

MAILING ADDRESS:

LOCATION ADDRESS:

DESCRIPTION OF OPERATION/CONTRACT:

PS20140333 LANDFILL SERVICES

3. PROFESSIONAL LIABILITY INSURANCE

LIMITS OF LIABILITY:

INSURER: \_\_\_\_\_ Per occurrence/claim: \$ \_\_\_\_\_  
POLICY NUMBER: \_\_\_\_\_ Aggregate: \$ \_\_\_\_\_  
POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_ Deductible per occurrence/claim: \$ \_\_\_\_\_

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

4. POLICY PROVISIONS:

*Where required by the governing contract, agreement, permit or license, it is understood and agreed that THIRTY (30) days written notice of cancellation or material change resulting in reduction of coverage with respect to the policy listed herein, either in part or in whole, will be given by the Insurer to the Holder of this Certificate. The exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.*

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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SCHEDULE I -  
LETTER OF CREDIT

To be inserted upon contract award.

REQUEST FOR PROPOSALS NO. PS20140333  
LANDFILL SERVICES  
ANNEX 1 - SCHEDULE OF DETAILED REQUIREMENTS

---

1.0 Introduction

1.1 The City owns and operates a municipal solid waste landfill at 5400 72nd Street in Delta, BC (the "Landfill"). A critical component of the operation is an on-site supplier that can provide various services to meet the Landfill's operational requirements and day-to-day needs.

1.2 The Contract primarily consists of the following Standard Services:

- a. the transportation of Landfill cover material to areas within the Landfill;
- b. the on-site stockpiling of excavated material;
- c. removal and stockpiling of rubble from the excavated material to produce processed excavated material (cover material); and
- d. the transportation of rubble material to areas within the Landfill.

Other material that is to be transported and processed typically includes sand, gravel, crushed concrete, compost, compost overs, or other similar materials.

Excavated material from City construction projects is delivered to the Landfill in City or contracted highway dump trucks on a daily basis. When possible, excavated material is direct hauled to the required areas within the Landfill. When direct haul is not possible, excavated material is delivered to the Stockpile Area.

The Supplier is responsible for processing the excavated material within the Stockpile Area, by removing oversized material (rubble) such as concrete and asphalt slab, large stones and the like from the excavated material and then transporting the cover material (the soil that has had oversized material removed) to areas of the Landfill as identified by the City Engineer or designate.

The Supplier will be responsible only for stockpiling and transporting material that is owned by the City and supplied by the City and/or other third parties approved by the City and only to and from locations with the Landfill.

1.3 In addition to the processing of cover material and stockpiling and transportation of other material, other services are required. These services include, but are not limited to the following:

- a. Providing fire protection services and dust control;
- b. Providing contingency pumping of leachate;
- c. Maintaining ditches (inner ditch and outer ditch surrounding the perimeter, and ditches within the Landfill perimeter);
- d. Grass mowing;
- e. Preparing trenches;
- f. Reclaiming and hauling road construction materials; and
- g. Litter fencing, onsite maintenance, and construction work.

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- 1.4 In addition to the cover material related services and standard services, special additional services are required that call for specific OH&S, environmental and technical considerations. These services include:
- a. Bottom ash hauling; and
  - b. Miscellaneous gas system maintenance.
- 1.5 Proponents should be able to provide all services described in this Request for Proposal.
- a. For each of the tasks described in the RFP, the City has specified minimum equipment requirements to provide the service. Proponents must provide, at the least, the minimum required equipment. The required equipment highlighted in Annex 1 of this document must be located onsite at the Landfill for the duration of the Agreement. All proposed equipment with an engine should meet Tier 3 Engine requirements, with higher rating preferred. Proponents must include a section in their Proposal for each piece of equipment with an engine outlining the manufacturer name, age, hours, fuel type and expected consumption, and whether the equipment meets the City's preferred Tier 3 or higher engine requirements. As per Section 5.1 of Part B, this is a mandatory requirement and proposals received without this information will be set aside with no further consideration.
  - b. Proposals offering equipment that does not meet the desired minimum requirements may be set aside with no further consideration; and
  - c. If applicable, the Supplier must adhere to a defined transition plan to ensure the City has no interruption of Landfill Services.

2.0 Background

Owned and operated by the City of Vancouver, the Vancouver Landfill serves approximately 40% of the Metro Vancouver region, specifically, Vancouver, Delta, Richmond, White Rock, University of British Columbia (UBC)/University Endowment Lands (UEL), and a portion of Surrey. In operation since 1966, the Landfill is authorized by the BC Ministry of Environment's (MOE) Operational Certificate (OC) and Metro Vancouver's Integrated Solid Waste and Resource Management Plan (ISWRMP) (<http://www.metrovancouver.org/about/publications/Publications/ISWRMP.pdf>). Additional information about the Landfill can be found in the Landfill's annual report at <http://vancouver.ca/home-property-development/annual-reports-for-landfill-and-solid-waste-divisions.aspx>.

3.0 Summary of Requirement

The Supplier is to provide primarily for the Processing of Landfill Cover Material as well as the other services described herein.

4.0 Work Scope

- 4.1 The Work is to be primarily completed between Monday to Friday, with periodic weekends (Saturday and Sunday excluding statutory holidays) as needed.

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The Supplier will be given at least 24 hours' notice if Work is required on weekends and statutory holidays or outside the Supplier Work Hours (defined as 7:00 a.m. to 3:30 p.m. Monday to Friday). If at least 24 hours' notice is given, the Supplier's regular rates apply and no overtime will be paid for work outside the Supplier Work Hours.

- 4.2 The Work includes the tasks as outlined in the following sections:
- a. Processing of Landfill Cover Material which is comprised of on-site stockpiling of Excavated Material, removal of Rubble from the Excavated Material to produce Processed Excavated Material, and Transportation of Processed Excavated Material to areas within the Landfill (See 5.1);
  - b. Stockpiling and transporting of Other Material, including sand, rubble, crushed concrete, compost and compost overs (materials from the screening process larger than ½"), etc. within the designated stockpile area boundary (See 5.2, and 5.3);
  - c. Fire protection and dust control (See 6.0);
  - d. Contingency pumping of leachate (See 7.0);
  - e. Ditch maintenance, including but not limited to, cleaning to remove silt and other debris, mowing to remove vegetation, regrading to specifications and rebuilding of berms (See 8.0);
  - f. Grass mowing (See 9.0);
  - g. Trench preparation for the purposes of the burial of waste asbestos and nuisance waste (See 10.0);
  - h. Reclaiming of and hauling road construction materials (See 11.0);
  - i. Litter fencing, including supply, erection, maintenance and removal (See 12.0);
  - j. Bottom ash loading and hauling within the Landfill boundaries (See 13.0);
  - k. Miscellaneous gas system maintenance (See 14.0); and
  - l. Additional Work including but not limited to general labouring, carpentry and metal fabrication work (See 15.0).
- 4.3 The Processing of Landfill Cover Material described in Sections 5.1 - 5.5 are considered the priority of this scope of work unless otherwise stated by the City Engineer.
- 4.4 The terrain serviced will be varied including areas with steep slopes and restricted access. In addition to inspection during the mandatory site meeting, the Supplier should carefully review the aerial photography (contours and image) before pricing the Work. Photos can be found in the FTP site provided in Part D - Schedule D of this document.
- 4.5 The Supplier's vehicles must have off-road capabilities such as self-dumping trucks (preferably articulating) capable of operating in, on and around compacted refuse and other materials containing sharp objects capable of damaging vehicle tires. The vehicles must also be able to operate in a muddy environment. Highway dump trucks are not acceptable. Vehicles, equipment and machinery must also have acceptable engine efficiency in alignment with the City's Greenest City Action Plan (<http://vancouver.ca/green-vancouver/greenest-city-2020-action-plan.aspx>).

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- 4.6 Upon Contract award and mobilization, all vehicles and equipment specified as part of the Supplier's proposal must be on-site and subject to viewing by City staff prior to being given approval to proceed with the Work as defined in this RFP.

5.0 Material Management

5.1 Stockpiling, Processing and Transporting Cover/Excavation Material

- a. The Supplier will be provided with access to and use of the Stockpile Area, as shown in Appendix 2 - Site Plan, for the stockpiling and processing of Excavated Material and Other Material. When possible, Excavated Material will be direct hauled to the required areas within the Landfill. When direct haul is not possible, Excavated Material will be delivered to the Stockpile Area as directed by the City Engineer or Designate. The Supplier will be solely responsible for receiving and stockpiling of the Excavated Material within the Stockpile Area. All stockpiled material should stay within the designated Stockpile Area unless pre-approved by the City Engineer.
- b. The Supplier will be responsible for transporting the Processed Excavated Material (Cover Material) as required by the City Engineer within the Landfill perimeter, which is up to approximately 2.5 km from the Stockpile Area. In some instances (less than 10% of the annual tonnage), the Supplier may have to exceed this distance for a short period of time because of detours on the site relating to construction activities. In these cases, the same rates will apply.
- c. At certain times of the year, much of the Excavated Material received at the Landfill is too wet for immediate use as Cover Material. To ensure suitable dry material is available, the Supplier must build and maintain a large stockpile of Excavated Material. If the material is deemed too high of moisture content such that it cannot be spread by a bulldozer, the City has the right to refuse this material for daily or intermediate cover and any costs to dry the material are the responsibility of the Supplier.
- d. The goal is to maintain a minimum of thirty thousand (30,000) m3 of stockpiled Excavated Material where possible; however, it is recommended that more Excavated Material be maintained in the stockpile. Excavated Material must be stockpiled within 24 hours of arriving within the Landfill boundary. The Excavated Material shall be stockpiled to a minimum height of 4 meters with a preferred height of 6 meters and graded to promote proper drainage with no standing water. The driest Excavated Material shall be used as Cover Material.
- e. The City will survey the stockpiled Excavated Material and Other Material at the start of this Agreement and from time to time. A copy of the quantity surveyed will be supplied to the Supplier when available.
- f. The Supplier will be solely responsible for maintaining the Stockpile Area in a condition suitable for the Supplier's use as well as the use of dump trucks delivering Excavated Material and Other Material to the Landfill. The City will provide reasonable quantities of road building materials (ground wood waste, demolition material, crushed concrete) free-of-charge to the Supplier within the normal delivery schedule of City operations and when the City Engineer or designate agrees it is reasonable and necessary, but the Supplier will be responsible for placing and grading the materials as required. If it is deemed that the Stockpile Area is deficient due to lack of access for vehicles, poor stockpiling practices or kept untidy, the City reserves the right to tend to the area and bill services back to the Supplier.
- g. The Supplier is required to meet the City's requirements for stockpiling and

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transporting Cover Material under all situations. The Supplier is to keep the Stockpile Area in good order with proper signage clearly showing the type of material. The City's peak daily requirements for the stockpiling and transporting of Cover Material significantly exceed the mean daily requirements.

- h. The Supplier is recommended to provide the following equipment onsite at the Landfill for the duration of the Contract in good running condition:
  - I. Haul trucks: A minimum of three (3) (not including dedicated water truck) off-road self-dumping trucks (preferably articulating) with a minimum rated capacity of ninety (90) metric tonnes combined for the fleet and a minimum rated capacity of twenty-two (22) metric tonnes for any individual haul truck (convertible to water per Section 6.4 g. of Annex 1).
  - II. Rated capacity refers to the maximum payload capacity of a truck as specified by the manufacturer. For instance, according to the Caterpillar Performance Handbook Edition 28, the capacity of the Cat 735B articulated truck is 32.7 tonnes. To meet the ninety (90) metric tonnes requirement of the haul trucks specification, three Cat 735B trucks would need to be provided onsite for a total capacity of 98.1 metric tonnes - 8.1 metric tonnes over the minimum requirement. By way of further example, the rated capacity of a Cat 725C is 23.6 tonnes. To meet the 90 metric tonne requirement of the haul trucks, four 725C trucks would be required (for a total cap of 94.4 metric tonnes - 4.4 tonnes over the minimum). The Cat 725C or equivalent is the minimum acceptable haul truck. Note all haul trucks used on site should meet Tier 3 Engine Standards; with higher Tiers preferred.
  - III. Excavators: A minimum of three (3) hydraulic excavators each with a minimum of: seventeen thousand (17,000) kg operating weight, one hundred and twenty (120) hp and two thousand (2000) RPM. One would primarily be for the stockpiling and transporting of Cover Material, and two for additional work as needed around the Landfill site. In the event of any equipment failure, the excavator (required is a thumb or equivalent) must be replaced within twenty-four (24) hours (either through onsite or offsite back-up equipment). Note that any excavators used on site should meet Tier 3 Engine Standards; with higher Tiers preferred.
  - IV. A Cat 318E with thumb is an example of an excavator meeting the minimum horsepower and operating weight requirements. The operating weight of the Cat 318E excavator is twenty thousand seven hundred (20,700) kg and the horsepower is one hundred and twenty eight (128).

5.2 Stockpiling and Transporting of Other Material

- a. In addition to Processed Excavated Material, the City requires relatively free-draining materials for use on areas of the Landfill that will be subject to vehicular traffic. The City expects that for the most part Other Material such as sand, gravel, crushed concrete or similar materials will be direct hauled as required onto the Landfill either by the City or another contractor. When direct haul is not possible, Other Material will be delivered to the Stockpile Area. The City may require delivery of relatively small amounts of Other Material, such as compost, compost overs, etc. elsewhere within the Landfill.

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- b. The Supplier will be responsible for transporting Other Material as required by the City Engineer or designate within the Landfill perimeter, which is up to approximately 2.5 km from the Stockpile Area or other area designated by the City Engineer or designate. In some instances (less than 10% of the annual tonnage), the Supplier may have to exceed this distance for a short period of time because of detours on the site relating to construction activities. In these cases, the same rates will apply.
- c. The Supplier will be solely responsible for receiving and stockpiling of the Other Material within the Stockpile Area.

5.3 Rubble

- a. Rubble is the oversized material (exceeding approximately 30 cm (12 inch) in any direction) that the Supplier removes from the Excavated Material. The cost of removing the Rubble is to be included in the price for Processing Cover Material.
- b. The Supplier will be responsible for the transporting of Rubble from within the Stockpile Area to anywhere within the Landfill perimeter as directed by the City Engineer. This direction may include stockpiling in a manner appropriate for immediate crushing. The Supplier is to leave enough room as needed to have the rubble crushed efficiently. Crushing of the rubble is outside the scope of this Contract.
- c. The Proponent is to provide separate pricing to remove material that is greater than 3 inch (7.6 cm) or 6 inch (15.2 cm) as optional items. Seasonality should also be considered given that these requirements may be more difficult to achieve in the winter months.

5.4 Composting Area

- a. The Supplier, from time to time, may be asked to provide grinding/shredding services for organic materials, including primarily yard trimmings and some wood waste, at the Composting Area. The Supplier is to provide a unit rate for a grinder/shredder that will reduce the organic materials to 3" (75 mm) minus. The unit rate shall include an excavator for loading and any labour to operate the machines. A tub grinder or other similar machine that can cause projectiles while grinding is unacceptable.
- b. Typically, during the months of May and/or June, and from time to time, the Supplier may be directed to tarp the top and sides of finished compost located at the Composting Facility or in the Residential Drop-Off (RDO) area. A pile can be up to 6 meters high. The Supplier is to provide a per square meter rate.

5.5 Material Tracking and Data Management

- a. The Supplier will maintain records throughout the term of the Agreement. Records shall be transmitted electronically to the City on a monthly basis within 7 days of month end.
- b. The Supplier is to provide time, date, tonnage and destination of each load hauled within the Landfill site using the City's material codes used with its weighscale software to ensure the City can accurately account for its materials. Technologies that are preferred for weighing are on-board scales or a temporary scale. If the Contractor chooses to use a temporary scale, all of the Contractor's vehicles used for transporting material must be able to fit on the temporary scale to provide accurate weights.

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- c. Global Positioning Systems (GPS) technology with each load is preferred; however, the City is prepared to consider alternative options, including load scanning options, which track the tonnage of the various materials by destination in an efficient, accurate and repeatable fashion. Prior to acceptance, the City must approve the technology and/or processes for tracking metrics. These metrics, which should be incorporated into the Contractor's invoices, will be a key component in paying the Contractor in a timely manner.
- d. All of the activities of the Supplier stated in this document must be audit-ready preferably in an on-line portal. Preference may be given to proponents who are able to offer online portals or other electronic reporting, and or invoicing solutions.

#### 6.0 Fire Protection and Dust Control

- 6.1 The City will require the Supplier to provide contingency fire protection services at the Landfill using equipment in adherence to the report attached as Appendix 6 entitled "Sperling Hansen Associates (SHA) LFCI Vancouver Landfill Fire Suppression Needs Report". Fire protection services must consist of dedicated fire protection equipment including water trucks plus the option to convert the haul trucks used to deliver Cover Material to fire protection equipment (as described below), all located at the Landfill, and all on standby throughout the duration of the Contract.
- 6.2 The Supplier shall provide a list of telephone numbers where a Supplier's representative and key personnel can be reached twenty fours (24) hours per day, three hundred and sixty-five (365) days per year. The Supplier's representative will be required to muster equipment and at least three Supplier staff members within thirty (30) minutes during Working Hours and within two (2) hours outside of Working Hours.
- 6.3 The City may require the Supplier to assist with dust control using the dedicated water truck required in 6.4 f. or other pre-approved method by the City Engineer or designate. This dedicated water truck will be used to complement the City's water truck for dust control on an as needed basis.
  - a. The City requires the use of the pump described in 6.4 (a) located beside dredge pond to fill the City Water Truck and Supplier's dedicated water truck for dust control as well as for fire response. This pump is to be set up at all times and available for immediate use unless otherwise directed by the City Engineer.
- 6.4 The City requires the following equipment be located onsite at the Landfill for the duration of the Contract and maintained appropriately:
  - a. Pond pump: at least an 8" X 8" (inlet and outlet diameters) diesel pump (minimum 60 hp at 2300 RPM; 4600 litres per minute (lpm) at 24 psi total head) or equivalent installed beside the dredge pond with overhead loading capability so that haul trucks can pull under the outlet for direct loading of water. A rate for renting this unit will be provided by the Supplier including trash screen, suction hose and fuel without operator.
  - b. The pump inlet should be fastened to a floating mechanism such that it does

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not draw from the bottom of dredge pond and damage the pump due to debris and sediment entering the system.

- c. Anti-nesting measures should be installed (e.g. collars) on the outlet to prevent clogging of equipment by vectors, such as birds or bird nests.
- d. The pond pump should have dry-priming capability or have a priming tank installed to ensure that it is not damaged during start-up, operation and shut-down due to sudden lack of water.
- e. A mobile pump of at least 3,785 litres per minute of 50 psi water supply anywhere on the site, which could be mobilized within 12 hours for fire response. For reference, a GODWIN CD 1500 M Dri-Prime Pump has been used in the past with acceptable performance. A rate for renting this unit will be provided by the Supplier including trash screen, suction hose and fuel with and without operator.
- f. Dedicated Water Truck: In addition to the haul trucks specified in Section 6.4 g. of Annex 1, one (1) minimum twenty thousand (20,000) L off-road dedicated water truck with an on-board pump, equipped with a pump and hose system to deliver water to a fire at any location within the Landfill site to the satisfaction of the City Engineer or designate. At a minimum, the truck shall be outfitted with thirty (30) m of hose and be able to spray water twenty (20) m. The truck must also have a spray bar or shoes (either pump or gravity fed) for dust control. The truck must be outfitted so that it can be top loaded by the pump described in 6.4 (a) at the pond. Note all water trucks used on site should meet Tier 3 Engine Standards; with higher Tiers preferred.
- g. Haul Trucks: At a minimum, three of the haul trucks proposed must be outfitted to allow bulk delivery of water to a fire. Each truck must be outfitted to carry a minimum of fifteen thousand (15,000) L of water. Options include tanks inserted into the box of the truck or water-tight tailgates but the water must be deployed from the truck within seconds rather than minutes. Whatever system is used, conversion of the trucks from hauling Cover Material to hauling water must take no more than thirty (30) minutes per truck. A total of thirty (30) minutes is the estimated time required for general mobilization of heavy equipment (pumps, bulldozers etc.) to fight a fire. A maximum of thirty (30) minutes for conversion of each haul truck to haul water is specified so that outfitting the trucks to haul water does not delay the overall fire fight. The City Engineer or designate may exercise the discretion to test the water-containing capability of the trucks ensuring they can reach various areas within the Landfill with leakage of no more than 10%.
- h. The Supplier shall provide a detailed description of their proposed system for bulk water hauling in the event of a fire; including the number of trucks outfitted to haul water, how the trucks will be outfitted, how the trucks will be filled with water, the estimated capacity of each truck, and the estimated time to outfit each truck to haul water.
- i. The Supplier is invited to provide alternative solutions to meeting the Landfill's fire and dust prevention needs. If proposing an alternative solution please include all details of the alternative solution, how they differ from the current methodology, and quantifiable pricing identifying the annual cost of the alternative solution.
- j. Fire protection services are to include a minimum of three trials (one (1) to two (2) hours per trial) per year for demonstration and training purposes as scheduled by the City Engineer. Major fires are relatively infrequent at the

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Landfill and therefore the Contractor should anticipate few opportunities to use the fire equipment beyond trials.

- k. The Supplier shall provide hourly rates with and without operator for the equipment specified for fire protection and dust control and in the event that the equipment is required for emergency purposes, the hourly rates will apply.

#### 7.0 Contingency Pumping of Leachate

- 7.1 The City owns a high capacity pump station to deliver Leachate from the Landfill to the Annacis Island Wastewater Treatment Plant located at the southwest corner of the site. The City requires that the Supplier provide stand-by pumps (minimum of two (2)), on-site and available at the Landfill, to back-up the pump station when necessary. The pumps would be used to pump Leachate into containment areas within the Landfill. At a minimum, the City requires, in addition to the pumps specified in Section 6 of Annex 1:
  - a. one (1) pump to be installed and connected by Road 50 on existing concrete pad and to have at least 5,500 litres per minute at 3m of head, diesel or gasoline; and
  - b. one (1) pump to be installed and connected by Road 40 on existing concrete pad and to have at least 2,000 litres per minute at 3m of head, diesel, or gasoline.

The Supplier is responsible for all consumables including fuel to ensure immediate operation in case of emergency events. The Supplier will include setup and monitoring of the pump's operations within its rate in Annex 6 - Pricing Table.

- 7.2 The City expects that contingency pumping of leachate begin as soon as possible following notification of the Contractor or within a minimum of four (4) hours of notification. Should the Contractor be unable to provide contingency pumping, the City will mobilize the necessary equipment at the Contractor's expense.
- 7.3 The pumps must be installed in the locations as noted within Part D - Schedule D titled Mobile Pump Specifications. The Supplier is required to install the pumps and provide all inlet and outlet piping required to hook the pumps up to the distribution systems that are currently in place at the Supplier's expense within 30 days of Notice of Award. The contractor must ensure no loss of coverage of pumping service during the transition.
- 7.4 Contingency pumping services are to include a minimum of three trials (one (1) to two (2) hours per trial under a typical load) per year for demonstration and training purposes. The Supplier is to provide at least 3 weeks' notice prior to a trial and is to notify the City Engineer or designate that the trial successfully took place. In addition, monthly testing of the pumps should be conducted by the Contractor.
- 7.5 Proponents shall provide hourly usage rates for the equipment specified for contingency pumping. In the event that the equipment is required for emergency purposes such as storm events, the hourly rates will apply as set out in Schedule B.

#### 8.0 Ditch Maintenance

- 8.1 Leachate is produced by water percolating through waste. Leachate is managed by a system of two parallel ditches surrounding the Landfill. The inner ditch collects leachate, and the outer ditch contains clean surface water from outside the Landfill

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(collectively called the perimeter ditches). By keeping the water level in the outer ditch higher than in the inner ditch, an inward hydraulic gradient is formed, preventing the leachate from migrating out of the Landfill. The Landfill also has internal leachate ditches, which provide a preferential pathway for leachate to move laterally toward the inner Leachate collection ditch. See Part D - Schedule D titled Site Plan - Ditch Cleaning for a diagram of the Leachate ditches.

- 8.2 Over time, sediment and vegetation build up throughout the ditch system (inner, outer and internal ditches). The Supplier, at the direction of the City Engineer or designate, is required to maintain this system in good working order by removing excess sediment and vegetation from the outer ditch (surface water) using an excavator and placing that material on the berm between the inner and outer ditches. It is the responsibility of the Supplier to ensure that the material on the berm is leveled appropriately such that Grass Mowing (See Section 9.0) is not hindered.
  - 8.3 Material removed from inner ditches (leachate) must be placed on the ground within the Landfill (not the berm), unless it is not possible due to physical location or feasible to blend in the ditch material with berms or existing topography of the Landfill. In these cases, the ditch material will be moved as it is generated to another part of the Landfill as directed by the City Engineer or designate at Force Account Rates.
  - 8.4 The ditches are to be cleaned on a four (4) year cycle with  $\frac{1}{4}$  of the length cleaned annually. Segments to be cleaned will be approved by the City Engineer or designate prior to commencing the work.
  - 8.5 Ditch grading, a process where additional ditch material is removed to grades specified by the City Engineer or designate, is to be verified by the Supplier using precision equipment such as a laser level.
  - 8.6 Blackberries or other invasive species within riprap ditches may need to be removed to ensure proper drainage of stormwater and leachate on as needed basis. Care must be taken to not damage the geomembrane liner in ditches within closed areas.
  - 8.7 All significant ditch work shall be approved by the City Engineer prior to proceeding.
- 9.0 Grass Mowing
- 9.1 Part D - Schedule D titled Site Plan Mowing Areas, which shows the entire 225 ha site, is for reference purposes only. Obstacles that do not contain grasses (such as roadways, trees, building, etc.) do not require mowing even if such areas are included in the figure. Exact mowing areas will be identified annually by the City Engineer or designate, prior to the first mowing event.
  - 9.2 The Residential Drop-Off (RDO) and Administrative Areas are highly visible to the public and require regular mowing during the spring and summer months (See Areas M5 in Part D - Schedule D - Site Plan Mowing Areas). The number of mowing cycles performed by Supplier will vary each year, depending on the weather conditions and the grass growth. For the purposes of this RFP, it has been assumed that the number of mowing cycles for area M5 is ten (10) times per year (equivalent to mowing every two (2) weeks from May to September).
  - 9.3 The Supplier is to work closely with the City to ensure there is no hindrance of day-to-day operations. Any mowing at the Landfill work should be done during normal

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working hours and with a purpose to complete an entire cycle within two weeks such that all of the Landfill areas are of similar grass heights.

- 9.4 The Supplier shall also remove invasive species including but not limited to blackberries and hogweed as needed within the site. To date, no invasive hogweed has been found at the Vancouver Landfill.
- 9.5 Mowing of the bulk of the areas will be done for fire prevention and access on a frequency determined by the City Engineer. The Supplier shall work on varying slope inclinations on an as-needed basis employing the appropriate safe work procedures. The Supplier is to mow at least 90ha of area within the site unless otherwise directed by the City with a combination of machine and hand mowing. The Supplier is to provide a rate for mowing both large-scale areas using larger machinery and for hand mowing (weed whackers or trimmers, push mowers, etc.) around sensitive assets including but not limited to Landfill gas wells, water and ambient air monitoring stations, condensate traps and fire hydrants.
- 9.6 The Supplier is to mow the inner and outer ditches of the Landfill twice a year (7,200 m perimeter per ditch per year equals 14,400 m per year) on a per metre rate. Specialized equipment such as flails/shredder mower attachment may be used along ditch slopes. Mowing of the ditches includes the top of bank to the bottom of the ditch on both sides. Access for ditch mowing is primarily from the berm in between the two ditches. Some areas will not be accessible for machine mowing from the Landfill side of the leachate ditch.
- 9.7 If there is any damage to a sensitive asset due to mowing, by hand mowing or otherwise, the Supplier is to notify the City Engineer or designate immediately and provide an incident report. If appropriate, the Supplier will repair or replace the damage; however, if the sensitive asset requires specialized skills, tools or parts, the City may elect to do the work and invoice the Supplier directly or net it against the current invoice provided by the Supplier.

#### 10.0 Trench Preparation

- 10.1 Nuisance waste and waste asbestos are accepted for disposal at the Vancouver Landfill. Historically, the Landfill has buried these materials in large trenches near the active face. Each trench is approximately 5.5 m wide by fifteen (15) m long by four (4) m deep. Typically, one (1) to two (2) trenches are consumed per week. When necessary, the Supplier is required to dig trenches in advance of Landfill staff requiring them for disposal of nuisance waste and waste asbestos. The Supplier will be contacted by the City Engineer or designate when trench preparation is required, typically on a weekly basis. The Supplier is to provide a price per cubic metre where a typical trench is defined as 5.5 m wide by fifteen (15) m long by four (4) m deep.
- 10.2 The Supplier is to remove the excavated waste from digging a trench with a haul truck immediately and deposit enough Cover Material beside the trench to cover it by 0.5 metres when full. Excavated and cover material must be kept back a minimum of 0.6 m (2 ft) from the edge of the excavation and must not be piled so that it endangers workers. The Supplier will ensure that all excavated waste is contained within the trench construction area so as to not generate any litter. Trench preparation for the purpose of bidding is considered to be the act of excavating the waste and hauling it away to the Active Face.
- 10.3 The City may change its procedures related to nuisance waste or waste asbestos due to regulatory changes or other drivers. If the new procedure is materially different

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and cannot be adequately addressed by the Supplier-provided per cubic metre rate, the City will reconsider or renegotiate the pricing on this item.

- 10.4 All Trench Preparation work is to be performed according to the City's OH&S standards.

11.0 Reclaim and Haul Road Construction Materials

- 11.1 In an effort to reduce the amount of road construction materials used in Landfill operations, road construction material is reclaimed and hauled for reuse when possible. This occurs when filling progresses and a road will be covered over with garbage. Under the direction of the City Engineer or designate, the Supplier will use an excavator to remove the Recovered Road Construction Material and load it into haul trucks to move to another area within the Landfill site. Typically these areas will be less than one (1) km from each other. The Supplier will provide a rate to reclaim and haul the Recovered Road Construction Material.

- 11.2 The Supplier will be responsible for transporting the Recovered Road Construction Material as required by the City Engineer or designate within the Landfill perimeter, which is up to approximately 2.5 km from the Stockpile Area. In some instances (less than 10% of the tonnage), the Supplier may have to exceed this distance for a short period of time because of detours on the site relating to construction activities. In these cases, the same rates will apply.

12.0 Litter Fencing

- 12.1 Fencing is used at the Landfill to reduce litter that is generated when wind blows plastic films, paper products and other debris around the site. Fencing within the Landfill is divided as follows:

- a. Fencing around the Active Face; and
- b. Fencing outside of the Active Face.

- 12.2 Around the active face, fencing will be required to provide litter control to the satisfaction of the City Engineer or designate. Litter fences are to be erected on berms of Processed Excavated Material (1 m high by 2 m wide) around the active areas as directed by the City Engineer or designate. The fencing must be able to capture litter from a height of at least 3.7 m (12 ft) to 4.6 m (15 ft) above the berm.

- 12.3 Fencing is also used for areas outside of the active face. This fencing can consist of wooden poles approximately 2.5 m (8 ft) to 3.1 m (10 ft) tall and temporary orange plastic construction fence material with chain link appearance (plastic fencing material) erected on berms of Processed Excavated Material (1 m high by 2 m wide). The Supplier is invited to propose other methods of reducing litter if it is deemed more efficient and/or less expensive by the City.

- 12.4 Care must be taken to ensure that any posts/poles used do not puncture the geomembrane liner in closed areas.

- 12.5 The Supplier will own the fencing and be responsible for repairing or replacing the fence within an acceptable amount of time.

- 12.6 The Supplier will provide a per lineal metre rate to place and remove the fencing.

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- 12.7 The City will consider all options to reduce litter proposed by the Supplier if it is deemed to be cost-effective without hindering day-to-day operations.
- 13.0 Bottom Ash Hauling
- 13.1 The City receives bottom ash from Metro Vancouver's waste to energy facility in Burnaby for disposal. Pending environmental testing results, the ash is stockpiled along Roads 40 and 50 as shown on the Site Plan. Once cleared, the Supplier is to locate and haul the specified piles as directed by the City Engineer or designate. The Supplier will have procedures in place to minimize dust while loading the ash and follow the City's OH&S procedures.
- 13.2 The Supplier will be responsible for transporting the bottom ash as required by the City Engineer within the Landfill perimeter, which is up to approximately 2.5 km from Road 40 or 50 or other area designated by the City Engineer. In some instances (less than 10% of the tonnage), the Supplier may have to exceed this distance for a short period of time because of detours on the site relating to construction activities. In these cases, the same rates will apply.
- 13.3 The Supplier may enter into an arrangement with Metro Vancouver to tarp the bottom ash. Tarping of ash is outside the scope of this Agreement.
- 14.0 Miscellaneous Gas System MaintenanceThe City operates a landfill gas collection system throughout the Landfill comprised of vertical gas wells, horizontal gas collectors and related piping. At the direction of the City Engineer or designate, the Supplier will perform routine repairs and maintenance work, including flushing condensate traps, replacing or shortening flex hoses, raising or cutting down wells, decommissioning wells, installing or replacing instrumentation on a pipeline, repairing damaged wells or pipe or other similar work. The Supplier will ensure a qualified technician completes any high density polyethylene (HDPE) pipe fusion work if required. The experience, training, and certifications of staff proposed to complete this work should be evidenced in the Suppliers Proposal, and Proponents are to provide hourly rates for the staff and fusion equipment required for this work.
- 14.2 The Supplier will immediately notify the City Engineer or designate in the event of damage to the landfill gas system and will not commence repairs until directed.
- 14.3 The Supplier will follow the City's safe operating procedures for landfill gas works at all times.
- 15.0 Ancillary Services or Additional Work
- 15.1 In addition to the Work already described as part of this Contract, the City may require the Supplier to perform a variety of additional tasks. Priority will be given to the City's existing resources to perform this work where possible. These tasks include but are not limited to:
- a. Excavator work including brush clearing, culvert installation, ditch or swale construction and placement of Cover Material and other materials as required on varying degrees of slope and soil conditions;

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- b. Small construction projects such as erecting signs, building walkways and stairs for accessing ditches and other carpentry projects;
- c. Metal fabrication projects such as drainage ditch grates, steel drainage ditch weirs, sign stands, Landfill settlement monitors, etc.;
- d. Reloading of material not specifically stated in this document;
- e. Movement of any of the City's mobile equipment within the Landfill with the exception of the compactor units using a low-bed trailer; and
- f. Movement of City-supplied lock blocks and other barricades throughout the site.

Additional work will be quoted and accepted by the City Engineer or designate prior to proceeding based on a mutually agreed upon payment arrangement such as time and materials, lump sum, Force Account rates, or other.

The Supplier, from time to time, may be asked to assist 3<sup>rd</sup> parties on the site for such tasks as assisting vehicles unable to access or egress an area (e.g. trucks stuck in muddy areas or in ditches). In these instances, the Supplier is Prime Contractor and negotiation of terms and payment are between the Supplier and the 3<sup>rd</sup> party. The City's defined work within this agreement takes precedence over 3<sup>rd</sup> party agreements.

#### 16.0 Overall Requirements

- 16.1 For the tasks specified above, the City requires that the Supplier have general construction skills and experience. For instance, for the construction of drainage ditches, the City would provide design plans and base survey elevations. The Supplier would be expected to construct the ditches to the design and grades required using precision instruments such as laser levels.
- 16.2 Rates shall be provided for supply of the required equipment with and without operators. Rates for labour for each of the specified tasks shall also be provided. Labour rates should include all equipment and consumables generally associated with the specified task (e.g. welding equipment and consumables for fabrication), but shall not include construction materials. Proponents shall specify the costs of any overtime work; whether equipment or labour.
- 16.3 The Supplier is to provide hourly rates for the following minimum equipment with and without operators in Annex 6 that meet the appropriate size requirements specified within this document:
  - a. Excavator(s);
  - b. Haul Truck(s);
  - c. Water Truck(s);
  - d. Pump(s) for Contingency Leachate Pumping and pond;
  - e. Grinder/Shredder; and
  - f. Crusher.

All rates shall include fuel, maintenance and consumables to ensure fully operational vehicles and equipment.

- 16.4 Some excavator work requires specialized attachments. At a minimum, the Supplier must include costs for pads (for working directly on the bog), and a brush rake or

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grapple for brush removal. Excavator pads are generally constructed from heavy timbers and sit under an excavator to allow it to work on soft soils such as peat. Brush rakes and grapples are excavator attachments used for land clearing. These attachments do not necessarily have to be located onsite but must be available within forty-eight (48) hours' notice.

- 16.5 Any additional or Overtime Hours must be approved in advance by the City Engineer or Designate in writing.
- 17.0 Health and Safety Requirements for Supplier's Work Site
- 17.1 The Supplier shall retain a qualified professional to develop and provide a valid Site Specific Health and Safety Plan covering those areas of the Landfill on which the Supplier carries out its work (and not for the entire Landfill as a whole) with a designated Safety Officer who will liaise directly with the City's OH&S representatives. The Site Specific Health and Safety Plan must incorporate and implement all required Municipal, Provincial (WorkSafeBC Occupational Health and Safety Regulation), and Federal safety provisions. The Supplier shall provide the Site Specific Health and Safety Plan for the Work prior to commencing the Work at the Site or within twenty (20) Working Days after entering into a legally-binding agreement with the City, whichever comes first. The Suppliers qualified professional will be required to provide evidence of the insurance coverage required under Part D- Section 11.4 (b) (i).
- 17.2 The Site Specific Health and Safety Plan must be maintained for the duration of the Contract, with regular updates at a minimum annually, and at least one copy must be available at the Site.
- 17.3 The Supplier shall assign an individual serving as a Site Health and Safety Officer at the Site at all times during the Work who is responsible and authorized to supervise and enforce compliance with the Site Specific Health and Safety Plan. The Site Health and Safety Officer will act as the Qualified Coordinator as defined by WorkSafeBC.
- 17.4 The Supplier's Site Specific Health and Safety Plan should include, but not be limited to:
- a. A Pre-Contract Hazard Assessment, including mitigation measures that may be encountered on the Landfill site or while carrying out the Work. The Supplier is required to develop and implement their own mitigation measures that eliminate or control all identified hazards. A sample of the Pre-Contract Hazard Assessment can be found within Part D - Schedule D, and must be completed and submitted by the successful Proponent within 20 days of receipt of a Notice of Award;
  - b. A system or process to ensure effective site orientation and hazard communication with all persons entering the area in which the Supplier will be working. The City's Site Safety Orientation/Agreement shall form part of the Supplier's site orientation;
  - c. Provision to comply with all Landfill PPE requirements and applicable safe operating procedures and guidelines;
  - d. Site specific Safe Operating Procedures for all aspects of the Work;
  - e. A plan to carry out inspections, and pre-job, toolbox safety committee, incident review, and other meetings;

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- f. Identification of each Subcontractor's safety officer, if applicable;
  - g. Provision of first aid equipment and services;
  - h. An emergency response plan, including provision of training and equipment;
  - i. Documentation of the initial Site safety meeting, reviews of Subcontractors' safety systems, inspection and incident investigations, first aid records, orientation and training;
  - j. Communication protocols for reporting to the City Engineer or designate and WorkSafeBC Site safety issues or concerns, first aid incidents, emergencies, damage claims, and the like; and
  - k. Any other relevant information or documentation to meet the provisions listed in this document.
- 17.5 The Contractor shall submit three (3) copies of the Site Specific Health and Safety Plan in accordance with this Section to the City. Failure on the part of the Contractor to follow the Site Specific Health and Safety Plan or to continue any work in an unsafe manner may result in suspension of the Work by the City.
- 17.6 The Supplier shall perform whatever work is necessary for safety and be solely and completely responsible for conditions of the Site for which area the Supplier is designated Prime Contractor as outlined in Part D - Article 6 - Section 6.2 (h). This includes including safety of all persons (including employees of the City, any Site visitors, and other Contractors) and property during the Contract period. This requirement applies continuously and is not limited to normal working hours.
- 17.7 No Work can commence on Site until the Supplier's Site Specific Health and Safety Plan has been submitted to and received written confirmation of receipt by the City.
- 18.0 Environmental Protection
  - 18.1 The Supplier is to ensure that all of its operations are conducted in accordance with all applicable environmental laws including, without limitation, complying with the requirements contained in the Landfill's Operational Certificate issued by the Ministry of Environment and any requirements of the BC *Environmental Management Act*. For further certainty, the Supplier must not permit discharge of leachate outside of the leachate collection works.
- 19.0 Environmental Management Plan for Supplier's Work Site
  - 19.1 The Supplier shall retain a qualified professional to develop and provide an Environmental Management Plan (EMP) which outlines the appropriate environmental management practices to be followed during the Work covering those areas of the Landfill on which the Supplier carries out its work (and not for the entire Landfill as a whole). The EMP will ensure compliance with environmental legislation and manage any risks, including mitigation, associated with the Work. The Supplier shall provide the EMP prior to commencing the Work at the Site or within twenty (20) Working Days after entering into a legally-binding agreement with the City, whichever comes first. The Suppliers qualified professional will be required to provide evidence of the insurance coverage required under Part D- Section 11.4 (b) (i).
  - 19.2 The Supplier's EMP should include, but not be limited to the following sections:
    - a. Background, including description of the Work, EMP objectives, Supplier's environmental policy;

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- b. Environmental Management, including structure and responsibility, approval and licensing requirements, reporting, environmental training, emergency contacts and response;
- c. Implementation, including risk assessment for all aspects of the Work, environmental management activities and controls, environmental control plans/maps, documentation; and
- d. Monitoring and review, including monitoring plan, document control/distribution, auditing, corrective actions and EMP review

19.3 The EMP must be maintained for the duration of the Contract, with regular updates, and at least one copy must be available at the Site.

20.0 City Provided

20.1 The City will provide the use of the 1.2 ha site located to the west of the pond (“On-Site Contractor Area”) for its operations as shown on the Site Plan. The City will retain ownership rights of this area and have day-to-day access adhering to the Supplier’s OH&S responsibility as Prime Contractor in this area to access areas including but not limited to, container storage units and the pond pump.

20.2 The Supplier may be required to base some or all of its operations for approximately one to three months in a location outside of the designated area in order to allow the current contractor to vacate the On-Site Contractor Area. The City will provide an appropriate temporary site from which the Supplier can base its operations including vehicle/equipment maintenance, vehicle/equipment storage or other operations required as part of the scope of this RFP. These locations are shown in the Site Plan.

20.3 From 30 days following contract execution and throughout the transition period to fully occupying the On-Site Contractor area, the Supplier will be responsible for providing all services under this RFP without interruption.

21.0 Acceptance Criteria

All Proposals will be reviewed against the Mandatory Criteria Checklist contained within Part B - Section 5.1. Proposals that pass this review will proceed to the evaluation below.

The Proponent will be evaluated on weighted criteria. The Proponent that is selected will exhibit transparency, operational excellence, a commitment to safety, and the use of accurate metrics.

The evaluation criteria will consist of the following elements:

- i. Price;
- ii. Company size, number of years in business, background, and financial stability;
- iii. Ability to complete all aspects of the Work;

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- iv. Qualifications, including resumes of key personnel;
- v. Sustainability, including environmental practices;
- vi. Methodology of Emergency Response;
- vii. Auditing (load tracking/destination);
- viii. Safety Records and History;
- ix. Type, quantity, and quality of the proposed vehicles and equipment to complete the work;
- x. Availability and quality of Quality Management or similar program;
- xi. References for contracts of long term contracts of a similar nature; and
- xii. Ability to meet reporting requirements.

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ANNEX 2 - CERTIFICATE OF EXISTING INSURANCE

Appendix 2



**CERTIFICATE OF EXISTING INSURANCE  
TO BE COMPLETED AND APPENDED TO THE PROPOSAL/TENDER**

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

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12<sup>th</sup> Avenue, Vancouver, BC, V5Y 1V4  
*and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect.*
2. **NAMED INSURED** *(must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)*

**BUSINESS TRADE NAME or DOING BUSINESS AS**

**BUSINESS ADDRESS**

**DESCRIPTION OF OPERATION**

PS20140333 - Landfill Services - Multi Year Contract

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 \_\_\_\_\_ *If vehicles are insured by ICBC, complete and provide Form APV-47.*
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** **Limits of Liability**  
INSURER \_\_\_\_\_ Per Occurrence/Claim \$ \_\_\_\_\_  
POLICY NUMBER \_\_\_\_\_ Aggregate \$ \_\_\_\_\_  
POLICY PERIOD From \_\_\_\_\_ to \_\_\_\_\_ 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**

Dated \_\_\_\_\_

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

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ANNEX 3 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

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DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Purpose: All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct. Proposals received without this section completed may be set aside with no further consideration.

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

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an 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: \_\_\_\_\_

REQUEST FOR PROPOSALS NO. PS20140333  
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ANNEX 4 - VENDOR LEADERSHIP SUSTAINABILITY QUESTIONNAIRE

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**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. Proposals received without this section fully completed may be set aside with no further consideration.

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. Tell us 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
g) We have a non-registered audited health and safety management system	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>2. Tell us how you ensure fair wages and employee benefits.</b>		
a) We pay all of our staff a minimum wage that meets the regional LICO (See <a href="http://www.statcan.gc.ca/pub/75f0002m/2009002/tbl/tbl-2-eng.htm">http://www.statcan.gc.ca/pub/75f0002m/2009002/tbl/tbl-2-eng.htm</a> for wage amounts)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We pay benefits to all of our full-time employees	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>3. Tell us about your strategy to address diversity in your workplace.</b>		
a) We have a policy or strategy to support hiring a diverse workforce	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have a policy or strategy to purchase from diverse contractors/suppliers	<input type="checkbox"/> Yes	<input type="checkbox"/> No

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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. Tell us what policies and programs your company has in place to manage its environmental impact.

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

5. Tell us 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 Please specify the verification system: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

6. Tell us 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 Please specify additional materials _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

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recycled:\_\_\_\_\_

7. Tell us 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.

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

**CONFLICT OF INTEREST DECLARATION**

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

**12.1 Declaration as to no Conflict of Interest in Bid Process**

The Bidder confirms and warrants that there is no officer, director, shareholder, partner or employee of the Bidder or of any of its proposed subcontractors, or any other person related to the Bidder'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:

- (c) an elected official or employee of the City; or
- (d) related to or has any business or family relationship with any 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 Bid document 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 Submission.

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

The Bidder confirms and warrants that neither the Bidder 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 Bid would create a conflict of interest or the appearance of a conflict of interest between the Bidder's duties to the City and the Bidder'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 Submission.

**12.3 Declaration as to No Collusion**

The Bidder confirms and warrants that:

- (c) the Bidder has no affiliation, whether legal or financial, with any other entity which is in the business of providing the same type of goods or services which are the subject of the Bid; and
- (d) the Bidder is not competing within the bid process with any entity with which it is legally or financially associated or affiliated,

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

**12.4 Declaration as to Lobbying**

The Bidder confirms and warrants that:

- (c) neither it nor any officer, director, shareholder, partner, employee or agent of the Bidder 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
- (d) neither it nor any officer, director, shareholder, partner, employee or agent of the Bidder or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the Bid or sought, other than through the submission of the submission, to influence the outcome of the Bid process,

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

REQUEST FOR PROPOSALS NO. PS20140333  
LANDFILL SERVICES  
ANNEX 5 - CONFLICT OF INTEREST DECLARATION

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All of the terms of this Declaration to this Bid Form which by their nature require performance or fulfillment following the conclusion of the Bid process will survive the conclusion of such process and will remain legally enforceable by and against the Bidder and the City.

The Bidder consents to the City contacting any references named by the Bidder in the Submission.

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

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Signature of Authorized Signatory for the Bidder

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Date

---

Name and Title

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Signature of Authorized Signatory for the Bidder

---

Date

---

REQUEST FOR PROPOSALS NO. PS20140333  
LANDFILL SERVICES  
ANNEX 6 - PRICING TABLE

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*EACH PROPOSAL MUST COMPLETE THIS ANNEX 6, AS AMENDED, IN FULL.  
PROPOSALS MUST NOT BE SUBMITTED WITHOUT A COMPLETED, DULY EXECUTED ANNEX 6.*

NOTE: See the separate Excel spreadsheet for the content of this Annex 6, which can be found on our ftp site at:

<https://webtransfer.vancouver.ca>

The user ID is: PS20140333dl@coveftp01

The password is: KpdmTtzf (The password is case sensitive.)

. Pricing is to be entered into the Excel spreadsheet and returned in the form of two completed (2) hard copies and one (1) soft copy on a CD or flash drive. Each hard copy should be initialed by the signatories of the Proposal.]