



## REQUEST FOR PROPOSALS

### SUPPLY OF TRANSPORTATION AND RECYCLING SERVICES FOR USED MATTRESSES

RFP No. PS20161419

Issue Date: November 24, 2016

Issued by: City of Vancouver (the "City")

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PART A - INFORMATION AND INSTRUCTIONS

1.0 THE RFP

- 1.1 This Request for Proposals (the "RFP") provides an opportunity to submit proposals for review by the City and, depending on the City's evaluation of proposals, among other factors, to potentially negotiate with the City to enter into a contract. 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 transportation services to haul used mattresses, and recycling services to process used mattresses and market the recyclable components into recycling markets. Details of the City's objectives and requirements to which the RFP relates are set out in Part B of the RFP. The City welcomes proposals that are responsive to this RFP ("Proposals") respecting innovative or novel approaches to the City's objectives and requirements.
- 1.3 The City is interested in selecting an entity, which is not, by the terms hereof, barred from submitting a Proposal, and which does submit a Proposal (each such entity, a "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 a contract between the Proponent and the City (such a contract, an "Agreement"). 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 FORM OF PROPOSAL.
- 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 The RFP consists of four parts, plus appendices:
- (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: This part describes the subject matter of the RFP, in respect of which the City invites Proposals.
  - (c) PART C - FORM OF PROPOSAL: This is the form in which the Proposal should be submitted.

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- (d) **PART D - FORM OF AGREEMENT:** This part contains a model Agreement (the “Form of Agreement”). Any Agreement resulting from the RFP is expected to be substantially in the form of the Form of Agreement.

**2.0 KEY DATES**

- 2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for Enquiries	Monday December 5, 2016
Closing Time	3:00:00 PM Tuesday December 13, 2016

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

**3.0 CONTACT PERSON**

- 3.1 All enquiries regarding the RFP must be addressed to:

Eamonn Savage  
eamonn.savage@vancouver.ca

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

- 3.3 **IF A POTENTIAL PROPONENT BELIEVES THAT THE CITY MAY BE UNABLE TO SELECT IT DUE TO A CONFLICT OF INTEREST, BUT IS UNCERTAIN ABOUT THIS, THE POTENTIAL PROPONENT IS URGED TO CONTACT THE ABOVE-MENTIONED INDIVIDUAL AS SOON AS POSSIBLE WITH THE RELEVANT INFORMATION SO THAT THE CITY MAY ADVISE THE POTENTIAL PROPONENT REGARDING THE MATTER.**

**4.0 SUBMISSION OF PROPOSALS**

- 4.1 Proponents should submit their Proposals 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 (“Supply of Transportation and Recycling Services for Used Mattresses; PS20161419”) to the following address:

City of Vancouver  
Purchasing Services  
453 West 12th Avenue  
Vancouver, British Columbia  
Canada, V5Y 1V4

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

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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 in the form set out in Part C (the “Form of Proposal”), completed and duly executed by the relevant Proponent.
- 4.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.
- 4.5 Proposals must not be submitted by fax or email.
- 4.6 The City requests that four hard copies and one electronic copy (on a USB drive, flash drive, or similar medium) of each Proposal (or amendment) be submitted.
- 4.7 Proposals should not be bound in three-ring binders.
- 4.8 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 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 be limited to the items specified in Part C 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 sign the first page of the Form of Proposal. Nonetheless, the City has a strong preference for Proposals submitted by a single Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.
- 4.12 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City’s sole discretion.
- 5.0 **CHANGES TO THE RFP AND FURTHER INFORMATION**
- 5.1 The City may amend the RFP or make additions to it at any time.
- 5.2 It is the sole responsibility of Proponents to check the City’s website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.
- 5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2
- 6.0 **PROPOSED TERM OF ENGAGEMENT**
- 6.1 The City prefers an agreement with a three year term with two possible one-year extensions.

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**7.0 PRICING**

- 7.1 All prices quoted in any Proposal are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.
- 7.2 Prices must be quoted in Canadian currency using Appendix 3 of Part C - "Form of Proposal".
- 7.3 The City prefers fixed pricing for the proposed three year term. If the Proponent is unable to offer a three year fixed price period then fixed pricing should be quoted for at least the first full year of the Proponent's proposed agreement.
- 7.4 The Proponent should indicate a framework that will be used to negotiate future price adjustments. The framework should include but should not be limited to:
- a) identification of key cost components and the associated percentage of the Proponent's cost structure;
  - b) Each identified key cost component should have an associated timeframe for which the pricing is held firm (longer period is preferred);
  - c) The Proposal should indicate the source of its data that would be used to support a price escalation request. Data sources may include the Proponents internal records, Government or Bank of Canada indexes or statistics, or third party market indicators; and
  - d) Describe the detailed mechanism or formula to be used to determine future pricing adjustments.

**8.0 EVALUATION OF PROPOSALS**

- 8.1 The City may open or decline to open Proposals in such manner and at such times and places as are determined by the City.
- 8.2 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal or Proposals offer the overall best value to the City. In so doing, the City expects to examine not only financial terms, but also (i) Proponents' skills, knowledge, reputations and previous experience(s), including experience(s) with the City (if any); (ii) Proponents' capabilities to meet the City's Requirements (as defined in Part B) as and when needed, (iii) quality and service factors, (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.

Evaluation Criteria	Evaluation Weighting
Technical	43%
Financial	43%
Sustainability	14%
Total	100%

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- 8.3 The City will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The City is not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The City may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.
- 8.4 The City may, at any time prior to signing an Agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.
- 8.5 The City may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the Form of Agreement. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.
- 8.6 The City may also require that any proposed subcontractors undergo evaluation by the City.
- 8.7 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to:
- (a) accept any Proposal;
  - (b) reject any Proposal;
  - (c) reject all Proposals;
  - (d) accept a Proposal which is not the lowest-price proposal;
  - (e) accept a Proposal that deviates from the Requirements or the conditions specified in the RFP;
  - (f) reject a Proposal even if it is the only Proposal received by the City;
  - (g) accept all or any part of a Proposal;
  - (h) split the Requirements between one or more Proponents; and
  - (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time.

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

9.0 CITY POLICIES

- 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

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sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment and the community 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.

**10.0 CERTAIN APPLICABLE LEGISLATION**

10.1 Proponents should note that the City of Vancouver is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's consultants or contractors to protect all personal information acquired from the City in the course of providing any service to the City.

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

**11.0 LEGAL TERMS AND CONDITIONS**

11.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in this Appendix 1 to the Form of Proposal. Except where expressly stated in these Legal Terms and Conditions: (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.

**POTENTIAL PROPONENTS MUST REVIEW THESE LEGAL TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING A PROPOSAL.**



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PART B - CITY REQUIREMENTS

The requirements stated in this Part B (collectively, the “Requirements”) are current as of the date hereof, but they may change or be refined in the course of the evaluation of Proposals or otherwise.

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 under the heading “Alternative Solutions” 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.

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.

## 1.0 REQUIREMENTS

The City has the following Requirements:

The purpose of this RFP process is to establish a service contract or service contracts for the transportation of, and processing of Recyclable Mattresses from both the Vancouver Transfer Station (“VTS”) and Vancouver Landfill (“VL”). The City may or may not select separate suppliers to process mattresses and to transport mattresses from each facility, depending on cost, proximity to the recycling facilities and environmental impacts. The City also may or may not deliver directly to the recycling processor abandoned mattresses (“Abandoned Mattresses”) that have been recovered from public areas in the City.

## 2.0 DEFINITIONS

“Disposal Rate” means the percentage of mattresses that are received from the City, that are deemed a Non-recyclable Mattress, relative to the total number of mattresses received from the City for processing.

“Non-recyclable Mattress” means municipal solid waste that comprises a case of canvas or other heavy cloth stuffed with wool, cotton, other fibres or similar material, with or without coiled springs, that was used as a bed or as support for a bed and that are Unmarketable, whether due to decay or infestation or otherwise.

“Service” means the pick-up of a full bin at a City site, delivery of the full bin to the recycling facility and the return of the empty bin to the City site; or Service means delivery of an empty bin to the City site and removal of the full bin for delivery to the recycling facility.

“Supplier” means a successful Proponent undertaking the work as set forth in the contract documents;

“Recyclable Mattress” means municipal solid waste that comprises a case of canvas or other heavy cloth stuffed with wool, cotton, other fibres or similar material, with or without coiled springs, that was used as a bed or as support for a bed that may be converted into reusable materials.

“Recycling Rate” means the percentage of materials recycled from all Recyclable Mattresses, determined as the weight of materials recycled, over the total weight of materials recycled

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and materials considered unmarketable and disposed of as garbage, generated from Recyclable Mattresses only.

“Unmarketable” means a material, substance or object that cannot be sold or otherwise disposed of through an existing recycling program or a commercial market.

### 3.0 BACKGROUND

The City of Vancouver owns and operates the Vancouver Transfer Station located at 377 West Kent Avenue North in Vancouver, and the Vancouver Landfill, located at 5400 72nd Street in Delta. Both facilities accept garbage from residential and commercial customers, as well as numerous recyclable materials in residential quantities. Customers with commercial quantities of recyclables are redirected to private processors to reduce double handling.

Recyclable Mattresses are banned from being disposed of as garbage in the region. Recyclable Mattresses are accepted at both the VTS and the VL at a per-unit rate and are segregated for recycling.

Mattresses received at the VTS are stacked in designated areas within the Transfer Station building and are then loaded into a covered container by City forces for subsequent transport to the recycling facility.

Mattresses received at the VL are stacked inside and in front of a covered building in the Residential Drop-off Area and are then loaded into a covered container by City forces for subsequent transport to a recycling facility.

Abandoned Mattresses will be collected by Vancouver Sanitation Services (“VSS”) and will be delivered directly to the processing Supplier in a 5 tonne truck with power tailgate. Vehicle capacity is approximately 25 mattresses. Preference is for the processing Supplier to unload the truck with a forklift to minimize physical handling required by City Staff. The vehicle is currently rented by the City and a different vehicle type may be utilized at a later time. In Part C -Appendix 2 - Section 4.0, processing Proponents should confirm their ability to unload the abandoned mattresses delivered by VSS.

### 4.0 WORK SCOPE

#### 4.1 Mattress handling at the VTS

All mattresses arriving at VTS are loaded by City staff into a 50 cubic yard closed-top container with liftable lid, as supplied by the haulage Supplier. This is the preferred size of container at VTS. The lid on the container must be able to be raised to permit easy loading. Mattresses are loaded into the bin by City staff using a loader and/or forklift. Mattresses may be temporarily stored outside during loading.

The container at VTS will be required to be serviced by the haulage Supplier approximately 320 times per year or six (6) times per week on average. Because of limited space at VTS it is not possible to safely place two containers adjacent to each other; therefore, the preferred method of service is for the haulage Supplier to remove the full container and to return it empty. The maximum turnaround time - the time it takes to haul away the full container and return it empty - is three (3) hours. The haulage Proponent should state in their Proposal in Appendix 2 - Section 5 how they would manage the volume of Services and the turnaround time. If the Proponent is a hauler with a subcontracting processor the Proponent should state the name of the destination recycler and the distance from the VTS for mattresses transported from the VTS.

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Proponents wishing to arrange a site visit to the VTS to view the current storage and loading procedures may do so by emailing the Contact Person listed in Part A - Section 3.0.

4.2 Mattress handling at the VL

All Mattresses arriving at the VL are loaded by City staff into a 50 cu yard closed-top container with liftable lid, as supplied by the haulage Supplier. This is the preferred size of container at VL. The lid on the container must be able to be raised to permit easy loading. Mattresses are loaded into the bin by City staff using a loader and/or forklift.

The container at the VL will be required to be serviced by the haulage Supplier approximately 156 times per year or three (3) times per week on average if hauling a single container. The haulage Supplier may also be able to service 2 bins in one trip thereby reducing the number of Services. There is space at the VL to accommodate 2 X 50 cubic yard containers so the preferred method of Service is for the haulage Supplier to arrive at the VL with an empty container when they come to remove the full container. In its Proposal the haulage Proponent should confirm in Appendix 2 - Section 5.0 its ability to manage the volume of Services required. If the Proponent is a hauler with a subcontracting processor the Proponent should state the destination recycler and the distance from the VL for mattresses transported from the VL.

Proponents wishing to arrange a site visit to the Residential Drop-off area of the Vancouver Landfill to view the current storage and loading procedures may do so by emailing the Contact Person listed in Part A - Section 3.0.

4.3 Transportation of mattresses to a recycling / processing facility :

- a) The roll-off containers at VTS and VL are serviced on an as-needed basis. Currently, the container at VTS is serviced an average of 6 times per week. The container at VL is serviced an average of 3 times per week. There is, typically, an accumulation of mattresses over the weekend at both facilities. Monday & Saturday Service is common. Both facilities receive more mattresses during the first week of the month than during the subsequent weeks so the haulage Supplier should expect to provide more frequent Service during the first part of each month. The haulage Proponent should explain in Appendix 2 - Section 5.0 how it will service this requirement.
- b) A regular service schedule for collection of loads at the VTS and VL will be required to be established so that the haulage Supplier does not need to be contacted by City staff for each load. City staff will contact the haulage Supplier when extra Service is required. Service is required to occur within 24 hours of the call. Haulage Proponents should confirm their ability to provide Service within the 24 hour time period.
- c) Haulage Proponents should include with the Proposal a container maintenance schedule for each container that will be used in the provision of the Supply.
- d) To minimize fall hazards, for each container that will be used in the provision of the Supply, a handle or extension to the handle to open or close the container lid should be accessible from the ground such that City staff will not have to climb a ladder to operate the lid.
- e) Upgrades to both City sites in the near future may facilitate the ability to use a 53' dry van trailer for the transport of mattresses. If implemented, service levels would be expected to drop to one third of current needs based on capacity estimates of the 53' trailer. The haulage Proponent should indicate if they could offer this service by

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completing pricing for a 53' trailer within Part C - Form of Proposal, Appendix 3 Commercial Proposal.

4.4 Recycling of Mattresses

- a) Upon arrival at the processing facility the haulage Supplier or VSS driver will position their vehicle for unloading and open the vehicle doors. Processor staff will remove mattresses from the vehicle.
- b) In order to monitor and understand whether or not excessive queueing times are occurring, the City may wish to implement a sign-in and sign-out process whereby the driver would present a sign-in sheet to be initialed by processor staff upon the driver's arrival and again when unloading begins. The time between the driver's arrival at the destination and the time that unloading begins is defined as queueing time ("Queueing Time"). The Proposal should acknowledge this process for monitoring Queueing Times in Appendix 2 - Section 4.0.
- c) Queueing Time in excess of 20 minutes prior to the start of unloading at the processing facility will be considered excessive and may result in an offsetting charge applied to the processor. The City reserves the right to recover liquidated damages of \$1.00 per mattress as compensation for every 30 minutes that the hauler is delayed in excess of the expected 20 minute queuing time. The processing Proponent's Proposal should acknowledge in Appendix 2 - Section 4.0 that the recycling processor will accept responsibly for Queueing Times.
- d) At the processing facility, the mattresses shall be dismantled, shredded or otherwise separated into the various recyclable and non-recyclable components for sale to brokers and/or processors, and for disposal, respectively. The processing Proponent should explain in Appendix 2 - Section 6.0 its work plan to achieve this requirement.
- e) Mattress deliveries are irregular and as noted in 4.3 above Monday & Saturday Service is common. More mattresses are delivered during the first week of the month than during the subsequent weeks. The processing Proponent should explain in Appendix 2 - Section 6.0 its plan for receiving loads during peak delivery times without causing the haulage Supplier to wait outside the processing facility.
- f) Processing Proponents are required to submit in Appendix 2 - section 6.0 the following information for review:
  - (i) a description of their recycling process;
  - (ii) a list of criteria and/or mattress properties for which a mattress would be considered non-recyclable including their approach to identifying and managing non-recyclable mattresses and non-recyclable mattress components;
  - (iii) the annual Disposal Rate for mattresses received;
  - (iv) a description of the material streams generated, including recyclable and non-recyclable streams;
  - (v) a list of end market destinations for each of the recyclable material streams and a description of their end market use and how those recyclable materials are transported to those destinations;
  - (vi) disposal locations for all non-recyclable materials;

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- (vii) Recycling Rate achieved in the past two years.
- (viii) a description of equipment used in the recycling process;
- (ix) the maximum processing capacity, mattresses processed per day and per year;
- (x) hours of operation;
- (xi) hours for receiving mattresses; and
- (xii) a list of key customers.

5.0 COMMUNICATIONS / MEETINGS

5.1 Meetings: - In addition to a kick-off meeting at the start of the Agreement, it is recommended that the Supplier and City meet a minimum of twice per year to review procedures and service levels. The City shall designate a time and place for all meetings.

5.2 Telephone line: - The Supplier shall provide and operate a dedicated telephone line to receive City messages, queries and requests for service. The Supplier shall ensure that this line is staffed every Monday through Saturday between 7:00 a.m. and 3:00 p.m.

6.0 CITY PROVIDED

6.1 The City will provide the following:

- a) a covered area for receiving mattresses at the VTS;
- b) a partially covered area for receiving mattresses at the VL;
- c) staff and equipment to load mattresses into the containers; and
- d) a disposal location for non-recyclable mattresses (at the Landfill) and non-recyclable mattress components (at VTS & VL, depending on the nature of the materials). Arrangements for disposal of non-recyclable mattresses and components could be negotiated.

7.0 SAFETY

7.1 The Supplier is responsible for meeting obligations under Sections 6.2 and 6.3 of the Supply Agreement Sample in Part D of the RFP.

7.2 The processing Proponent should submit the table of contents for their health & safety plan and/or a listing of their safe work procedures with their Proposal.

7.2 The haulage Supplier will be required to provide a signed site safety orientation for each driver that will be servicing bins at either the VTS or the VL. Drivers will be required to go through a safety orientation with City staff on their first visit to both sites and then again on an annual basis. The Site Safety Orientations for each of the VTS and the VL are attached as appendices to the RFP.

7.3 The haulage Supplier shall submit a safety plan, using the Site Safety Orientation as a reference. The haulage supplier will also be required to complete and submit a Contractor Pre-Contract Hazard Assessment Form in the form of Appendix 16.

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PART B - CITY REQUIREMENTS

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- 7.4 The haulage Supplier will be required to designate a staff member to receive training regarding site safety from the City.
- 7.5 The haulage Supplier will be required to designate a staff member to receive training regarding site safety from the processing Supplier.
- 8.0 NON-EXCLUSIVE CONTRACT
- 8.1 The City may have opportunities during the duration of the Agreement to dispose of mattresses or any other material to be disposed of under the Agreement through other government programs or through methods less expensive than the Supplier charges or as a result of any future province-wide mattress stewardship program and accordingly the City reserves the right to dispose of any mattresses or any other material under the Agreement through means and through parties other than those offered by the processing Supplier.
- 8.2 The processing Supplier acknowledges and agrees that the City may use alternative means of disposal of Recyclable Mattresses or any other material to be disposed of under the Agreement without the processing Supplier's consent or without the processing Supplier being entitled to any compensation or allowance for such alternative disposal.
- 9.0 PRICING
- 9.1 In Part C - Appendix 3 - Commercial Proposal the Proponent may choose to bid on:
- a) the processing of Recyclable Mattresses only;
  - b) the hauling of the Recyclable Mattresses only (including container rental);
  - c) the hauling and processing of Recyclable Mattresses.
- The City encourages mattress processors to partner with haulers and submit a joint bid whereby one party acts as the Supplier and the other as a sub-contractor.
- 9.2 The Proponent is advised that the City reserves the right to award the contract on a split basis between more than one processor and more than one hauler and to choose any portion of the work, all of the work, or none of the work and may substitute certain work as it deems necessary. Proponents are advised that they must be prepared to have their Proposal prices accepted for any portion of the work and each price proposed shall be independent from the other prices proposed.
- 9.3 The Proponent should complete Appendix 3 - Commercial Proposal. Haulers should provide pricing for the container rental and the container service. Recyclers should provide pricing for mattress processing.
- 10.0 ESTIMATED QUANTITIES / SERVICE LEVELS
- 10.1 Units processed per year are based on data for the most recent three year period for which full year data is available:

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Number of units processed for years 2013 - 2015

Year	VL	VTS	VSS	Total
2013	7,388	11,076	7,856	26,320
2014	8,081	14,375	5,325	27,781
2015	7,662	14,745	5,931	28,338

10.2 The quantity of loads hauled to the recycling processor for 2015 were as follows:

Mattress Hauling Trips for 2015

Year	VL	VTS	Total Commercial Loads	VSS *
2015	156	320	476	236

\* 5 Ton Cube Van Direct to Processor - Holds 25 mattresses on average.

10.3 A 50 cu yard container holds 40 - 50 mattresses on average.

10.4 A 53' dry van trailer holds approximately 150 mattresses.

#### 11.0 KNOWN MATTRESS RECYCLERS

11.1 Following are the known mattress recyclers in the Lower Mainland:

- a) Canadian Mattress Recycling Inc.  
140 - 715 Eaton Way Delta, BC V3M 6S5
- b) Pacific Mattress Recycling Inc.  
11571 Twigg Pl, Richmond, BC V6V 2K7

#### 12.0 REPORTING

12.1 The Proponent should review Part D - Form of Agreement Section 8 to understand the types of monthly and annual reporting that the City requires. In Appendix 2 state your organization's ability to provide the required reports.

#### 13.0 METRO VANCOUVER SOLID WASTE AND RECYCLABLE MATERIAL FACILITY LICENSE

13.1 The processing Proponent should include with their Proposal a copy of their Metro Vancouver license and should state in Part C - Appendix 2 - section 4.0 any restrictions in their license for material volumes. If there are any volume limits state what the limits are and how close to capacity you are operating at.

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**PART C - FORM OF PROPOSAL**

RFP No. PS20161419, Supply of Transportation and Recycling Services for Used Mattresses (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 agrees to the Legal Terms & Conditions attached as Appendix 1 to this Form of Proposal.

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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APPENDICES

The Form of Proposal includes the following attached Appendices:

- APPENDIX 1     Legal Terms and Conditions of RFP
- APPENDIX 2     Questionnaire
- APPENDIX 3     Commercial Proposal
- APPENDIX 4     Proponents References
- APPENDIX 5     Certificate of Insurance
- APPENDIX 6     Declaration of Supplier Code of Conduct Compliance
- APPENDIX 7     Corporate Sustainability Leadership Questionnaire
- APPENDIX 8     Sustainability Requirements Questionnaire
- APPENDIX 9     Subcontractors
- APPENDIX 10    Proposed Amendments to Form of Agreement
- APPENDIX 11    Proof of WorkSafeBC Registration
- APPENDIX 12    Conflicts; Collusion; Lobbying
- APPENDIX 13    Site Safety Orientation - Vancouver Transfer Station
- APPENDIX 14    Site Safety Orientation - Vancouver Landfill
- APPENDIX 15    Owner's Anticipated Workplace Hazards Report
- APPENDIX 16    Contractor's Pre-Work Hazard Identification
- APPENDIX 17    Site Safety Orientation Communications Expectations Letter

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APPENDIX 1  
LEGAL TERMS AND CONDITIONS OF RFP

**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 following and as a result of the Proponent's selection by the City in the City's RFP process.
- (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. PS20161419, as amended from time to time and including all addenda.

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

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 10 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

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hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

**5 EVALUATION OF PROPOSALS**

**5.1 Compliance / Non-Compliance**

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

**5.2 Reservation of Complete Control over Process**

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

**5.3 Discussions/Negotiations**

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

**5.4 Acceptance or Rejection of Proposals**

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

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- (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.

#### 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.

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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 right to publicly disclose information about or from the Proposal, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFP, the City will treat the Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

8.3 All City Information Confidential

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is: (i) an official or employee of the City; or (ii) related to or has any business or family relationship with an elected official or employee of the City, in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.
- (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.

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9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

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

9.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

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

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

9.4 Declaration as to Lobbying

The Proponent confirms and warrants that:

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

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

10 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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11 INDEPENDENT LEGAL ADVICE

THE PROPONENT ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SUBMITTING ITS PROPOSAL FORM, INCLUDING THIS APPENDIX 1.

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

\_\_\_\_\_

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APPENDIX 2  
QUESTIONNAIRE

Complete this Appendix 2 - Questionnaire in the form set out below.

1.0 Executive Summary

In the space below, provide a brief executive summary of your Proposal.

2.0 Proponent Overview

In the space below, provide a description of the Proponent's company, purpose and history of successes.

Explain whether the proposal is structured as an independent Proposal for only processing or only hauling or whether it is structured to allow for a lead Proponent that would subcontract with either a processor or a hauler.

Explain if your organization has implemented or has plans to implement a living wage policy as outlined at:

<https://www.vancity.com/AboutVancity/VisionAndValues/ValuesBasedBanking/livingwage/>

If the head office of the 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, this section should also indicate whether the Proponent has a valid City of Vancouver business license (or, if available, a Metro West Inter-municipal Business License).



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3.0 Key Personnel

In the space below, identify key personnel and outline their intended roles in meeting the Requirements.

4.0 Explain ability to meet City Requirements - Processing Proponents

In the space below the processing Proponent should describe how its Proposal meets the City Requirements for the processing and recycling of mattresses as outlined in Part B. Processing Proponents should confirm their ability to accept mattresses in the estimated annual quantities identified in Part B - Requirements even when day to day demand is variable and quantities are elevated such as following a weekend or during the first week of the month. The processing Proponent should also discuss methods to minimize Queueing Times at the destination as referenced in the Requirements section 4.4 b and c. The processing Proponent should confirm in this section that it will accept and pay compensation for any queuing time in excess of twenty minutes as referenced in the requirements section Part B 4.4 c.

The processing Proponent should confirm its capability to unload abandoned mattresses delivered via Vancouver Sanitation Services.

The Processing Proponent should state any restrictions in their Metro Vancouver license for material volumes and if there are any volume limits state what the limits are and how close to capacity you are operating at.

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5.0 Explain ability to meet City Requirements - Haulage Proponents

In the space below the hauling Proponent should describe how its Proposal meets the City Requirements for transportation of mattresses as outlined in Part B. Hauling Proponents should confirm their ability to accept mattresses in the annual quantities identified in Part B - Requirements even when day to day demand is variable and quantities are elevated such as following a weekend or during the first week of the month. The hauling Proponent should confirm their ability to manage the volume of Services at both depots and the turnaround time at the VTS. Hauling Proponent should detail any options for staggering deliveries so that loads can be delivered at off-peak capacity periods at processors. Processor peak off-loading hours are between 10:00 A.M. and 2:00 P.M.

6.0 Work Plan

In the space below (or attached to this Form of Proposal as an additional Appendix clearly titled "Work Plan"), detail the sequential process by which the Proponent proposes to undertake the work, including a timeline as necessary. The Proponent's work plan should make reference to the Requirements as appropriate. The work plan should refer to the details requested in Requirements section 4.4 f, clearly indicating the recycling rate.

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**7.0 Mattress Acceptance / Rejection Criteria- Processing Proponents**

In the space below (or attached to this Form of Proposal as an additional Appendix clearly titled “Mattress Acceptance / Rejection Criteria”), detail the process for determining if a particular mattress is not recyclable because of contamination. Include a definition of a “contaminated mattress” and information about how rejected mattresses would be disposed of.

**8.0 Transition Plan**

In the space below the Proponent should identify and address any transition challenges that may be encountered in order to implement their Proposal. Indicate steps that could be taken by the Proponent to mitigate transition challenges and lead to a seamless transition of service.

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9.0 Innovation

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. Proponents may use the space below to, to outline any such innovations.

10.0 Alternative Solutions

If, in addition to proposing services which meet the Requirements, the Proponent wishes to offer an alternative or alternatives, the alternative solution(s) should be described in the space provided below. Any pricing impact of the alternative solution(s) should also be provided.

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**11.0 Site Safety Orientation at Recycling Facility - Processing Proponents**

The City requires that, prior to commencing any work at the recycling facility, staff from the contracted Hauler and staff from Vancouver Sanitation Services who will be attending at the recycling facility to make mattress deliveries receive a site safety orientation at the mattress Recycling facility. The Processing Proponent should state if the site safety orientation will be provided to site visitors prior to commencement of the work and the Proposal should include a sample site safety orientation form.

The processing Proponent should submit the table of contents for their health & safety plan and/or a listing of their safe work procedures with their Proposal.

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**APPENDIX 3 COMMERCIAL PROPOSAL**

Complete this Appendix 3 - Commercial Proposal in the form set out below.

Proponent to provide proposed pricing and payment terms, which should be in accordance with Part A, Section 7 of the RFP (as well as any other sections of the RFP imposing requirements as to pricing). One (1) set only of this Appendix 3 is required to be submitted with the Proposal.

Please ensure Appendix 3 - Commercial Proposal is provided in a separate sealed envelope.

**MATTRESS PROCESSING FEES**

Table 1: - Mattress Processing Fees

Pricing Term	"A" Estimated Annual Quantity of Mattresses	Description of Mattresses	"B" Unit price (\$/unit)	"C" Calculated Annual Processing Fee "C" = "A" X "B" (\$)
Year 1	28,500	Mattresses, box springs, futons	\$	\$
Year 2	30,000	Mattresses, box springs, futons	\$	\$
Year 3	31,200	Mattresses, box springs, futons	\$	\$

**OPTIONAL ITEM PRICING TABLE**

The City is interested in understanding the cost of recycling items other than mattresses and requests recycling Proponents to provide unit pricing for other house hold items that it accepts for processing. Please provide unit prices below and add other items to the list that you accept for recycling.

Table 1a - Optional Item Pricing Table

OPTIONAL ITEM PRICING	UNIT PRICE	UNIT OF MEASURE
Crib Mattress	\$	Each
Camping Foam	\$	Each
Upholstered Sofa with Recliner	\$	Each
Upholstered Sofa without Recliner	\$	Each
Upholstered Chair with Recliner	\$	Each
Upholstered Chair without Recliner	\$	Each
Mattress Cover	\$	Each
Mattress Topper	\$	Each
Office and Desk Chairs	\$	Each
Sofabed with Mattress	\$	Each

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Other Items	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

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HAULING MATTRESSES AT THE VANCOUVER TRANSFER STATION

HAULING FEES

Table 2 - Container Rental Fee - Vancouver Transfer Station

Container Rental Fee - Vancouver Transfer Station			
Container Type	Dimensions & Volume of Container (metres & cubic metres)	"A" Container Rental Fee (\$/month)	"B" Calculated Annual Rental Fee "B" = "A" X 12 (\$)
Roll Off Bin		\$	\$
53' Dry Van Trailer		\$	\$
Other (Specify)		\$	\$

Table 3 - Container Service Fee - Vancouver Transfer Station

Container Service Fee - Vancouver Transfer Station					
Container Type	"C" Estimated Annual Number of Services	"D" Container Service fee (\$/service)	Destination Recycling Facility (Please specify one or more destinations)	Turnaround Time* (in hours)	"E" Calculated Annual Service Fees "E" = "C" X "D" (\$)
Roll Off Bin	320	\$	Canadian Mattress Recycling Inc. (Delta)		\$
Roll Off Bin	320	\$	Pacific Mattress Recycling Inc. (Richmond)		\$
Roll Off Bin	320	\$	Other (Specify)		\$
53' Dry Van Trailer	107	\$	Canadian Mattress Recycling Inc. (Delta)		\$
53' Dry Van Trailer	107	\$	Pacific Mattress Recycling Inc. (Richmond)		\$
53' Dry Van Trailer	107	\$	Other (Specify)		\$
Other (Specify)		\$	Canadian Mattress Recycling Inc. (Delta)		\$
Other (Specify)		\$	Pacific Mattress Recycling Inc. (Richmond)		\$
Other (Specify)		\$	Other (Specify)		\$

\*Turnaround Time is the time it takes to haul away a full container and return it empty. The City requires that the Turnaround Time at the Vancouver Transfer Station be 3 hours or less.



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HAULING MATTRESSES AT THE VANCOUVER LANDFILL

Table 4 - Container Rental Fee - Vancouver Landfill

Container Rental Fee - Vancouver Landfill			
Container Type	Dimensions & Volume of Container (metres & cubic metres)	"A" Container Rental Fee (\$/month)	"B" Calculated Annual Rental Fee "B" = "A" X 12 (\$)
Roll Off Bin		\$	\$
53' Dry Van Trailer		\$	\$
Other (Specify)		\$	\$

Table 5 - Container Service Fee - Vancouver Landfill

Container Service Fee - Vancouver Landfill					
Container Type	"C" Estimated Annual Number of Services	"D" Container Service fee (\$/service)	Destination Recycling Facility (Please specify one or more destinations)	Turnaround Time* (in hours)	"E" Calculated Annual Service Fees "E" = "C" X "D" (\$)
Roll Off Bin	156	\$	Canadian Mattress Recycling Inc. (Delta)		\$
Roll Off Bin	156	\$	Pacific Mattress Recycling Inc. (Richmond)		\$
Roll Off Bin	156	\$	Other (Specify)		\$
53' Dry Van Trailer	52	\$	Canadian Mattress Recycling Inc. (Delta)		\$
53' Dry Van Trailer	52	\$	Pacific Mattress Recycling Inc. (Richmond)		\$
53' Dry Van Trailer	52	\$	Other (Specify)		\$
Other (Specify)		\$	Canadian Mattress Recycling Inc. (Delta)		\$
Other (Specify)		\$	Pacific Mattress Recycling Inc. (Richmond)		\$
Other (Specify)		\$	Other (Specify)		\$

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\*Turnaround time at VL - the preferred method of service at the Vancouver Landfill is for the Contractor to drop off an empty bin and take away the full bin. If the Proponent plans to remove the full bin, haul it to the recycling facility and then bring back an empty bin then the hauler must specify the maximum turnaround time for each destination recycler.

**SEPARATE PRICING FOR TWO CONTAINER SERVICE HAULS**

The haulage Proponent should state in Table 6 the container service fee if two containers are being transported in a single trip.

Table 6 - Two-Container Service Fee - Vancouver Landfill

Container Service Fee - Vancouver Landfill - Two Container Service				
"C" Estimated Annual Number of Two Container- Services	"D" Container Service Fee For Two Container Service (\$/service)	Destination Recycling Facility (Please specify one or more destinations)	Turnaround Time*  (in hours)	"E" Calculated Annual Service Fees "E" = "C" X "D" (S)
78	\$	Canadian Mattress Recycling Inc. (Delta)		\$
78	\$	Pacific Mattress Recycling Inc (Richmond)		\$
78	\$	Other (Specify)		\$

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APPENDIX 4  
PROPONENT'S REFERENCES

Complete this Appendix 4 - Proponents References in the form set out below.

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

Client Name # 2	
Address (City and Province)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

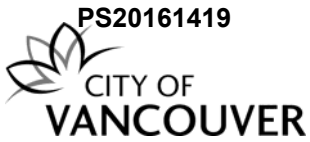
Client Name # 3	
Address (City and Province)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

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APPENDIX 5  
CERTIFICATE OF INSURANCE

Appendix 5 is to be duly completed and signed by the Proponent's 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 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.)



**CERTIFICATE OF EXISTING INSURANCE**  
**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**

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

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

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

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

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

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

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

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

7. **PROFESSIONAL LIABILITY INSURANCE**

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

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

8. **OTHER INSURANCE**

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

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

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

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APPENDIX 6  
DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Complete this Appendix 6 - Declaration of Supplier Code of Conduct Compliance in the form set out below.

**Purpose:**

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

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

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

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

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

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

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

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

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APPENDIX 7  
CORPORATE SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

Complete this Appendix 7 - Corporate Sustainability Leadership Questionnaire in the form set out below.

As part of the City's Corporate Procurement Policy and related Supplier Code of Conduct described in Section 9.1 of Part A, all City vendors must meet minimum requirements related to ethical, social and environmental standards.

Beyond these basic requirements, the City would like to recognize vendors that are demonstrating leadership and innovation in sustainability. In order to be able to do so, the City requires that Proponents answer the following questions. The answers provided will be evaluated as part of the Proposal evaluation described in Section 8.0 of Part A.

Please keep in mind that these questions relate to your company's internal operations and overall sustainability leadership.

The City may request that the Proponent provide additional information to support any of the responses provided.

If additional space is required, the Proponent may attach its response(s) to this Annex and reference the relevant question and section number.

For all questions where the answer is 'Yes' and additional information is requested, if this information is not included in the proposal, the answer may not be evaluated.

For all questions where there is a word limit, responses are to be kept within this word limit. Information in excess of the word limit may not be evaluated.

Questionnaire Structure

Section 1: Definitions	Definitions for key terms used in this Annex.
Section 2: Environmental Impact	Environmental or Sustainability Policy Reducing greenhouse gas (GHG) emissions Reducing waste Sustainable purchasing
Section 3: Social Impact	Living wage employer Workplace development programs Supporting social enterprises Sustainable business

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**SECTION 1: DEFINITIONS**

**Living Wage Employer:**

Living wage employers adhere to the following criteria:

- All employees - full-time, part-time and casual - are paid the current living wage rate for their region. See [www.livingwageforfamilies.ca](http://www.livingwageforfamilies.ca) for current Metro Vancouver and Fraser Valley living wage rates.
- The living wage rate calculation for an employer takes into account its employees' *total* compensation package (wage + benefits). If employees receive non-mandatory benefits, the living wage rate is reduced to take this into account. External contract staff (not direct employees) who provide services to their employer on a regular and ongoing basis must also be paid a living wage.
- Employees who receive incentive-based pay (tips) or commissions can be paid less than a living wage, provided their total earnings - including incentive-based pay and/or commissions - equal or exceed the living wage.

**Social Enterprise:**

“Social enterprises are businesses owned by non-profit organizations, that are directly involved in the production and/or selling of goods and services for the [combined] purpose of generating income and achieving social, cultural, and/or environmental aims (Social Enterprise Council of Canada).” See [www.socialenterprisecanada.ca](http://www.socialenterprisecanada.ca).

In addition to having the aforesaid combined purpose, to qualify as a “Social Enterprise” for purposes hereof, an entity must:

- be a business operated by a registered non-profit or community services co-operative;
- have a product or service that it sells to customers;
- have a defined social and/or environmental mandate.

**Person with Barriers to Employment:**

A “person with barriers to employment” is someone who faces one or more circumstances that can lead to underemployment or unemployment. There are a wide range of circumstances that can create barriers to employment including but not limited to: addictions, disabilities, mental health issues, and being a newcomer or refugee. For purposes hereof, to qualify as a “person with barriers to employment”, the employee or trainee must be participating in a recognized, pre-approved employment program for person(s) with barriers to employment run by a non-profit organization or educational institution or government agency.

**Community Contribution Company (C3):**

“Community Contribution Company” means a corporation formed under the laws of British Columbia that includes in its articles the following statement:

This company is a community contribution company, and, as such, has purposes beneficial to society. This company is restricted, in accordance with Part 2.2 of the *Business Corporations Act*, in its ability to pay dividends and to distribute its assets on dissolution or otherwise.



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Or, a company incorporated under another jurisdiction that includes in its articles substantively similar restrictions related to dividends and distribution of assets.

Refer to [www.fin.gov.bc.ca/prs/ccs](http://www.fin.gov.bc.ca/prs/ccs) for more information.

**SECTION 2: ENVIRONMENTAL IMPACT**

This section of the leadership questionnaire addresses the following:

- Environmental or Sustainability Policy or Statement;
- reducing greenhouse gas (GHG) emissions;
- reducing waste; and
- sustainable purchasing.

1. Do you have a documented Environmental or Sustainability Policy or Statement?

Yes  No

If no, go to question 2.

If yes, please address the following:

- a. Attach a copy of the policy or statement to your Proposal;
- b. If the policy is publicly available, please provide a link to the document:

\_\_\_\_\_

2. Does your company measure its greenhouse gas (“GHG”) emissions?

Yes  No

If yes, state total annual GHG emissions (tCO<sub>2</sub>e): \_\_\_\_\_

3. Has your company adopted GHG reduction targets or goals?

Yes  No

If yes, state target(s) and year by which they will be achieved (e.g., 33% reduction by 2020):

\_\_\_\_\_

4. Do you report your GHG emissions to a third party? (e.g., Carbon Disclosure Project, Global Reporting Initiative, Climate Registry, Climate Smart, Ecobase, Offsetters, etc.)

Yes  No

If yes, state the name of the 3<sup>rd</sup> party: \_\_\_\_\_

5. Does your company own buildings in Metro Vancouver?

Yes  No

If no, skip to question 7.

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If yes, describe efforts in the past three (3) years to improve the energy efficiency of owned buildings in Metro Vancouver with respect to each of the elements listed below. Please limit answer to 400 words or less.

- a. equipment and lighting upgrades (e.g., HVAC, water heaters, LED lighting);
- b. building envelope improvements (e.g., insulation, windows);
- c. staff conservation and engagement programs (e.g., turning off lights and computers, etc).

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6. Has your company (or has any of your buildings) been recognized for building energy management excellence by a recognized third party such as BC Hydro Power Smart, BOMA BEST, LEED, Portfolio Manager Energy Star, etc.)?

Yes                       No

If yes, state the name(s) of the 3<sup>rd</sup> party(ies) and type of recognition:

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7. Does your company own or lease fleet vehicles and/or heavy off-road equipment to be operated in Metro Vancouver?

Yes                       No

In no, skip to question 9.

If yes, please address the following questions:

- a) what size is your fleet (including heavy off-road equipment)?

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- b) Describe actions in the past three (3) years to reduce the GHG emissions of vehicles and heavy equipment operated in Metro Vancouver. (Actions could include: purchase of low emissions vehicles, use of alternative fuels, deployment of telematics software; driver training programs, etc.). Please limit answer to 250 words or less.

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8. Does your company encourage employees to take more environmentally friendly transportation to get to work?

Yes                       No

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If yes, describe incentives in place to encourage employees to take more environmentally friendly transportation to get to work (e.g., car sharing, secure bike parking and on-site change facilities, public transit incentives). Please limit answer to 250 words or less.

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Describe any other initiatives undertaken in past three (3) years that have significantly reduced the GHG emissions of your operations. Please limit answer to 250 words or less.

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9. Does your company measure the total amount of solid waste generated by your operations annually?

Yes  No

If yes, state annual solid waste figures (kg or tonnes): \_\_\_\_\_

10. Does your company have waste reduction and/or diversion targets or goals?

If yes, state targets and by what year they are to be achieved?

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11. Does your company have an office or operations recycling program in place?

Yes  No

If yes, which materials does your company recycle - check only those that apply:

- office paper;
- plastic and glass containers;
- soft plastic;
- food waste/compostables;
- batteries;
- printer or toner cartridges;
- Styrofoam;
- IT equipment / electronics / mobile devices;
- clean wood (e.g., pallets);
- metals.

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12. Describe any other initiatives undertaken in past three (3) years that have significantly reduced waste from your operations. Please limit answer to 250 words or less.

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13. Does your company have a Sustainable or Ethical Purchasing Policy or a Code of Conduct for Suppliers that outlines minimum ethical labour standards that must be followed by suppliers?

Yes                       No

In no, skip to question 14.

If yes, please address the following:

- a. Attach a copy of the policy and/or code to the Proposal.
- b. If the policy or code of conduct is publicly available, please provide a link to document: \_\_\_\_\_  
\_\_\_\_\_

14. Indicate which environmentally preferable and/or sustainable goods or services your company currently purchases - check only those that apply:

- Sustainable food items (e.g., Fairtrade coffee; organic produce; OceanWise seafood);
- Copy paper (e.g., 100 per cent post-consumer waste; Forest Stewardship Council certified; tree free);
- Janitorial supplies (e.g., ECOLOGO or Green Seal certified);
- IT equipment (e.g., EPEAT Gold, EnergyStar qualified);
- Office products (e.g., ECOLOGO; recycled; non-toxic);
- Printing services (e.g., Forest Stewardship Council certified paper and printer);
- Promotional / marketing items (e.g., fair labour practices; reusable; recyclable);
- Courier services (e.g., use energy efficient, low carbon or alternative fuel vehicles);
- Catering services (e.g., serve sustainable food; employ social enterprises; use reusable serving ware);
- Landscaping services (e.g., use energy efficient equipment; employ social enterprises);
- Other: (list):

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**SECTION 3: SOCIAL IMPACT**

This section of the leadership questionnaire addresses the following elements:

- living wage employer;
- workplace development programs;
- supporting social enterprises; and
- sustainable business.

1. Is your company already a certified Living Wage employer, or working towards becoming one? See definition of *Living wage employer* in Section 1 above.

Yes                       No

If yes, please state either:

a) date of certification \_\_\_\_\_; or

b) date by which you expect to become certified:

\_\_\_\_\_  
\_\_\_\_\_

2. Does your company provide employment and/or training opportunities for *person(s) with barriers to employment* (e.g., people with addictions, disabilities, mental health issues; people who are newcomers or refugees, etc.) that go beyond the hiring practices required by law? See definition of “person with barriers to employment” in Section 1 above.

Yes                       No

If yes, describe the program including the name of the non-profit organization or educational institution or government agency that you work with to identify potential trainees and employees; and the number of employees/trainees that work in your company.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Does your company conduct business with, or support in other ways, one or more *social enterprises* (as defined in Section 1 above)?

Yes                       No

If yes, name the social enterprise(s) and describe the nature of the business conducted and/or support provided.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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4. Is your company structure either of the following:

a. Social enterprise (as defined in Section 1 above)?

Yes  No

If yes, state the name of the registered non-profit or co-operative (including society and/or charitable number):

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b. Community Contribution Company (C3) (as defined in Section 1 above)?

Yes  No

5. Has your company's sustainability performance been reviewed or certified by a third party? (e.g., B Lab, ISO14001, SA8000, Social Fingerprint, etc.)?

Yes  No

If yes, state the name of the third party and date of certification or date of last review:

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6. Describe any additional social sustainability initiatives that demonstrate your company's commitment to the health and well-being of local communities. Please limit answers to 250 words or less.

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APPENDIX 8  
SUSTAINABILITY REQUIREMENTS

Complete this Appendix 8 -Sustainability Requirements in the form set out below.

SERVICES SUSTAINABILITY

The City seeks a Proponent that can deliver the proposed services in an environmentally and socially responsible manner. This includes the following requirements:

- uses the most energy efficient equipment and vehicles possible or provides a viable low carbon alternative to the use of equipment or vehicles that consume energy;
- minimizes waste disposed to landfill or incinerator;
- uses environmentally preferable products or materials in delivering the service (e.g., products that contain higher post-consumer recycled content; that carry a 3rd party eco-certification; or do not contain or create substances of concern);
- uses social enterprises and/or employs people with barriers to employment in delivering part, or all, of the service.

The Proponent is encouraged to provide services that meet the above requirements where applicable.

In the Proposal, please address the following questions 1 to 4 below regarding the service(s) that will be provided. If a question is not applicable to the service provided, indicate “not applicable.” Please review the definitions section prior to answering the questions.

**DEFINITIONS:**

Energy Efficient:

Ways to demonstrate energy efficiency, include, but are not limited to the following types of measures:

- ENERGY STAR qualified,
- position on the EnerGuide label “energy consumption indicator” (e.g., above 50%),
- equipment uses renewable energy sources such as solar power

Social Enterprise:

“Social enterprises are businesses owned by non-profit organizations, that are directly involved in the production and/or selling of goods and services for the [combined] purpose of generating income and achieving social, cultural, and/or environmental aims (Social Enterprise Council of Canada).” See [www.socialenterprisecanada.ca](http://www.socialenterprisecanada.ca).

In addition to having the aforesaid combined purpose, to qualify as a “Social Enterprise” for purposes hereof, an entity must:

- be a business operated by a registered non-profit or community services co-operative;
- have a product or service that it sells to customers;
- have a defined social and/or environmental mandate.

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**Person with Barriers to Employment:**

A “person with barriers to employment” is someone who faces one or more circumstances that can lead to underemployment or unemployment. There are a wide range of circumstances that can create barriers to employment including but not limited to: addictions, disabilities, mental health issues, and being a newcomer or refugee. For the purposes hereof, to qualify as a person with barriers to employment, the employee or trainee must be participating in a recognized, pre-approved employment program for person(s) with barriers to employment run by a non-profit organization or educational institution or government agency.

Please respond to the following services sustainability questions:

**Fleet GHG Reductions**

The City of Vancouver is committed to reducing corporate and community greenhouse gas emissions. The City prefers that proponents deliver City goods and services using energy efficient and clean burning vehicles and equipment. The proponent is required to include the following information in the proposal:

1. Describe the number and type of vehicles and/or equipment to be used to deliver the service (e.g., flatbed truck, delivery truck, pumper truck).
2. Provide the following information on the company’s fleet management practices:
  - a. How many fleet vehicles does your company own/operate?
  - b. What percentage of the fleet is comprised of low emissions vehicles (hybrid, electric and/or low carbon fuel)?
  - c. Is your fleet green fleet certified by a third party (e.g., Fraser Basin Council’s E3 fleet, Coalition for Green Fleet Management’s CleanFLEET program, Smart Fleet, etc.)?  
  
If yes, name the certification body and state the level of certification, including the highest level of certification achievable.
  - d. Has your company implemented any of the following GHG reduction strategies:

(i)	Anti-idling policy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
(ii)	Fuel efficient driver training	<input type="checkbox"/> Yes	<input type="checkbox"/> No
(iii)	Vehicle/equipment right-sizing	<input type="checkbox"/> Yes	<input type="checkbox"/> No
(iv)	GPS or Telematics software to aid in trip planning	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3. How do you propose to reduce the GHG emissions required to deliver the goods and/or services year-over-year for the life of the contract? Describe specific actions, initiatives and time lines.
4. GHG reporting
  - a. Does your company track fuel use on a fleet basis?  Yes  No



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SUPPLY OF TRANSPORTATION AND RECYCLING SERVICES FOR USED MATTRESSES  
PART C - FORM OF PROPOSAL

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b. If yes, please provide a summary of the annual fuel use for the past three years: \_\_\_\_\_  
\_\_\_\_\_

c. Does your company track fuel use on a per vehicle or unit basis?  Yes  No

d. Are you able to track fuel use for COV-related activities?  Yes  No

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Energy Efficiency**

The City prefers that Proponents use the most energy efficient equipment possible to deliver the service and/or use a viable low carbon alternative.

1. Describe the type of equipment to be used and the fuel type (e.g., electricity, diesel, battery, etc.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. For each type of equipment to be used, provide information to demonstrate that the equipment is the most energy efficient possible (e.g., ENERGY STAR qualified; 100 per cent solar powered). See definition below.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Are you able to propose a low carbon alternative to the use of equipment that uses fuel or electricity?

Yes  No

If yes, describe the alternative in detail and how it reduces energy consumption:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Definitions

**Waste Reduction**

The City prefers that the Proponent minimizes the waste generated in delivering the service(s) offered.

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1. Describe the types and amount of solid waste that will be generated in delivering the service.

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2. Describe what waste management plan will be implemented to minimize waste generated and divert as much waste as possible from the landfill or incinerator.

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3. Highlight any innovative suggestions for significantly reducing the amount of waste generated through process changes, salvage, reuse, etc.

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4. Describe ability to track and report on the amount of waste generated (in kg or tonnes or equivalent).

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**Social Impact**

**Standard Requirement**

The City's Healthy City Strategy focuses on developing a healthy city for all including the creation of meaningful and supported employment for person(s) with barriers to employment. As such, the City strongly encourages proposals that incorporate the use of a Social Enterprise and/or provide employment or training opportunities to one or more person(s) with barriers to employment.

As part of its proposal, the Proponent should include a work plan addressing how the Proponent proposes to include the use of a Social Enterprise and/or Person(s) with Barriers to Employment in the delivery of the product or service. The work plan should:

- a. define the scope and type of work to be delivered by the Social Enterprise and/or Person(s) with Barriers to Employment;
- b. describe the training and supervision to be provided to the Social Enterprise and/or Person(s) with Barriers to Employment;
- c. state the proposed total person hours per month to be allocated to the Social Enterprise and/or Person(s) with Barriers to Employment; and

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- d. state the total person hours per month required to deliver the entire contract.
- e. describe ability to track and report on the total person hours per month required to deliver the service and the total person hours per month delivered by the Social Enterprise or Person(s) with Barriers to Employment.
- f. If the Social Impact Work Plan involves a Social Enterprise, in addition to 1(a)-(e) above, then describe the Social Enterprise, including:
  - (i) the products and services the Social Enterprise offers;
  - (ii) the name of the non-profit organization or community services co-operative that owns or operates the Social Enterprise;
  - (iii) a brief description of the social, environmental or cultural mandate of the non-profit organization or community services co-operative; and
  - (iv) the barriers to employment currently being addressed by the Social Enterprise.
- g. If the Social Impact Work Plan involves employing or training Person(s) with Barriers to Employment, in addition to Section 1(a) - (e) above, then describe the following:
  - (i) the name of the employment or training program the Proponent and/or the employee or trainee is participating in (e.g., ACCESS/Bladerunners); and
  - (ii) the barriers to employment being addressed by the employment or training program.

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**APPENDIX 9  
 SUBCONTRACTORS**

Complete this Appendix 9 - Subcontractors in the form set out below by listing all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any subcontractors.

If selected to enter into an Agreement with the City, the Proponent may be limited to using subcontractors listed in its Proposal. If the City objects to a subcontractor listed in a Proposal, the City may permit a Proponent to propose a substitute Subcontractor acceptable to the City.

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

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---

APPENDIX 10  
PROPOSED AMENDMENTS TO FORM OF AGREEMENT

Complete this Appendix 10 - Proposed Amendments to Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement. If no amendments to the Form of Agreement are proposed, state "none". It is at the City's sole discretion whether or not these proposed amendments will be considered for the Form of Agreement.

Section / General Condition	Proposed Amendment	Rationale and Benefit

REQUEST FOR PROPOSALS NO. PS20161419  
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PART C - FORM OF PROPOSAL

---

APPENDIX 11  
PROOF OF WORKSAFEBC REGISTRATION

Attach as Appendix 11 to this Form of Proposal proof of valid WorkSafeBC registration.

REQUEST FOR PROPOSALS NO. PS20161419  
SUPPLY OF TRANSPORTATION AND RECYCLING SERVICES FOR USED MATTRESSES  
PART C - FORM OF PROPOSAL

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**APPENDIX 12  
CONFLICTS; COLLUSION; LOBBYING**

Complete this Appendix 12 - Conflicts; Collusion; Lobbying in the form set out below by setting out any exceptions to the declarations in Section 9 of the Legal Terms and Conditions attached as Appendix 1 to this Form of Proposal or indicate that there are no exceptions, as applicable.

Exceptions to Declaration as to no Conflict of Interest in RFP Process (Section 9.1 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Conflict of Interest Respecting Proposed Supply (Section 9.2 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Collusion (Section 9.3 of Legal Terms and Conditions)	



Engineering Services - VSTS

## Safe Operating Procedure – Site Safety Orientation and Agreement

**Title:** Site Safety Orientation and Agreement

**Site:** Vancouver South Transfer Station

**Last Revision:** September 2015

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

### Sections

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

Site Address 377 West Kent Ave North  
Vancouver, BC

Contact Numbers

Office  
First Aid

604-326-4720  
604.603.0168





Engineering Services - VSTS

Safe Operating Procedure – Site Safety Orientation and Agreement

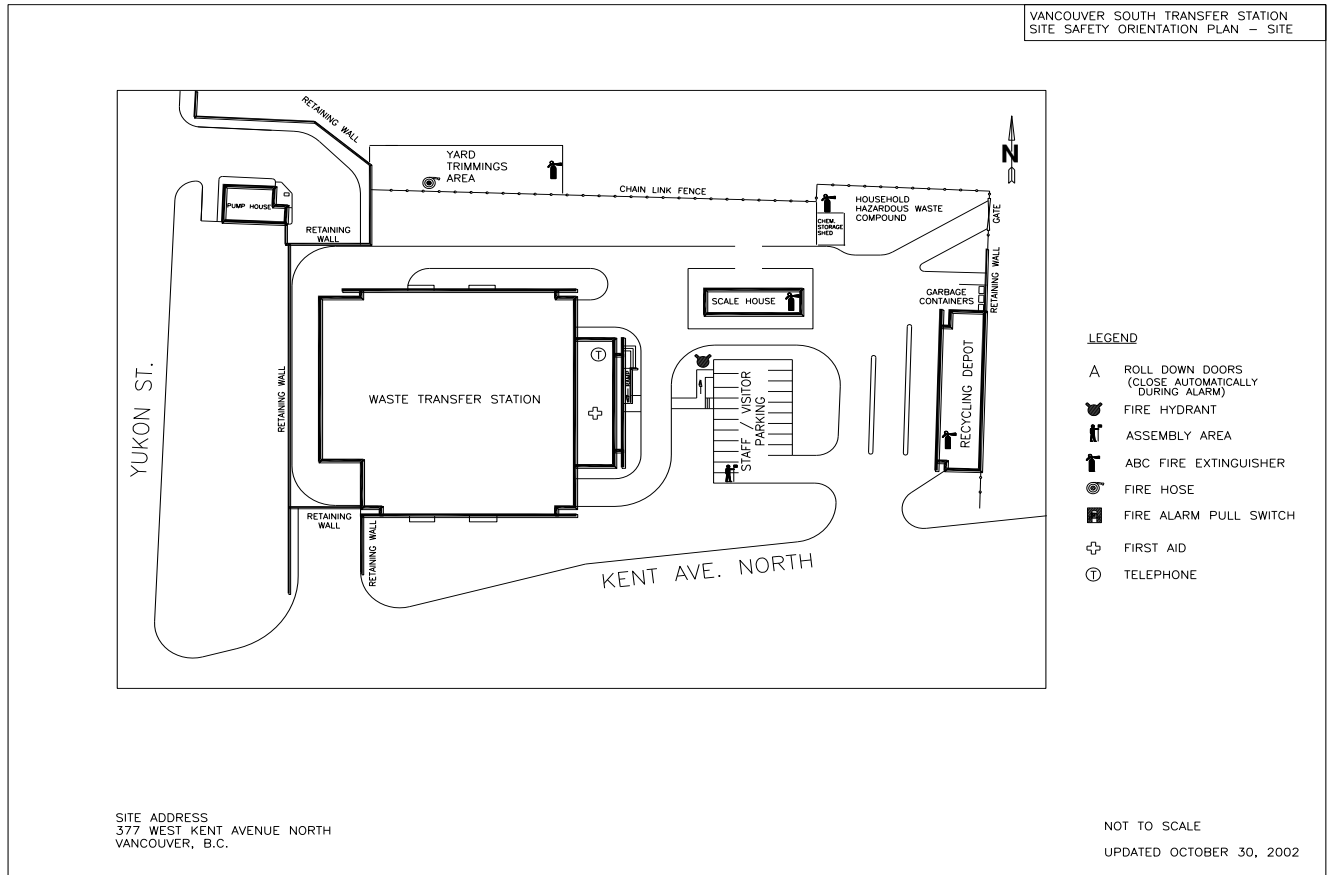
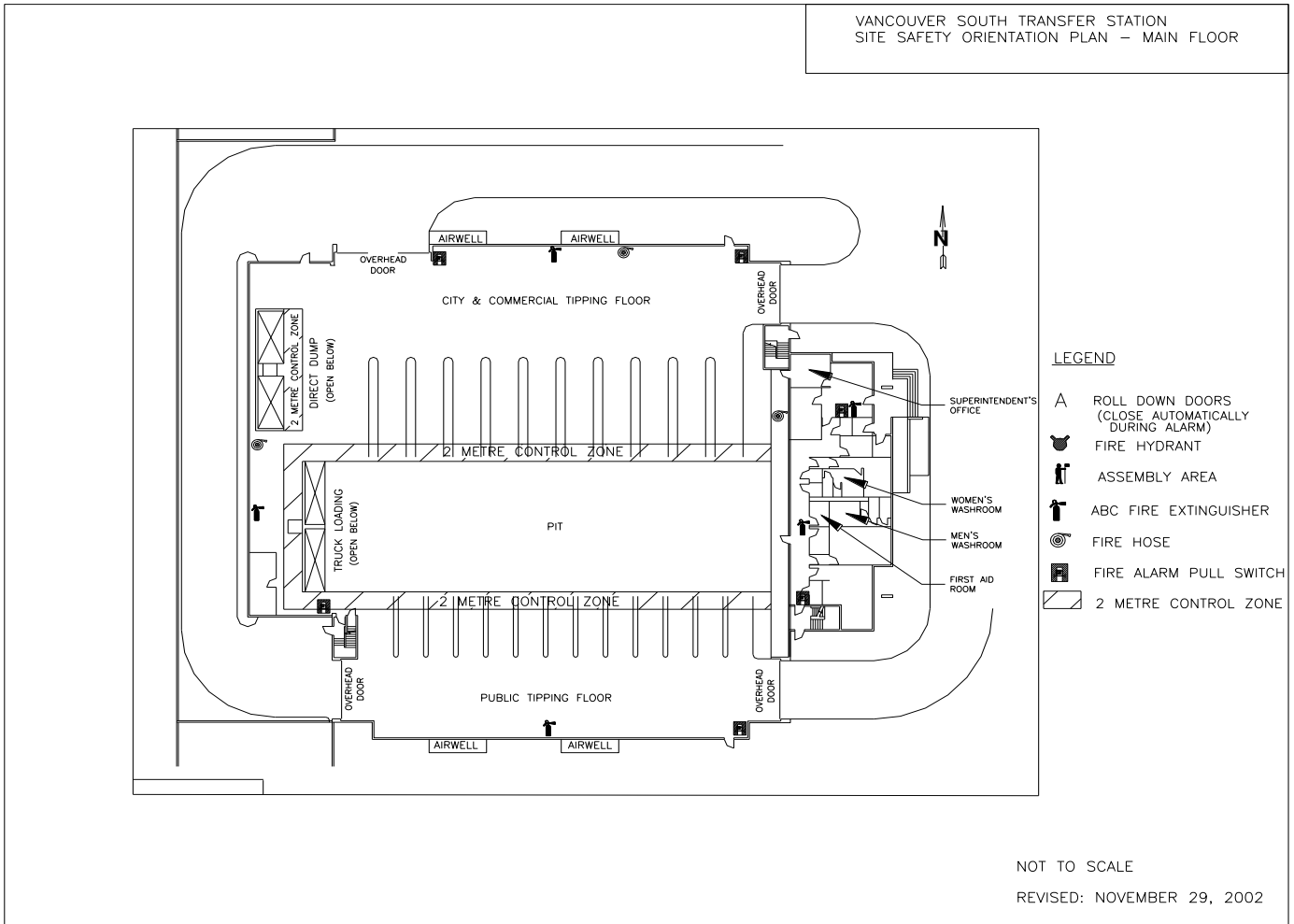
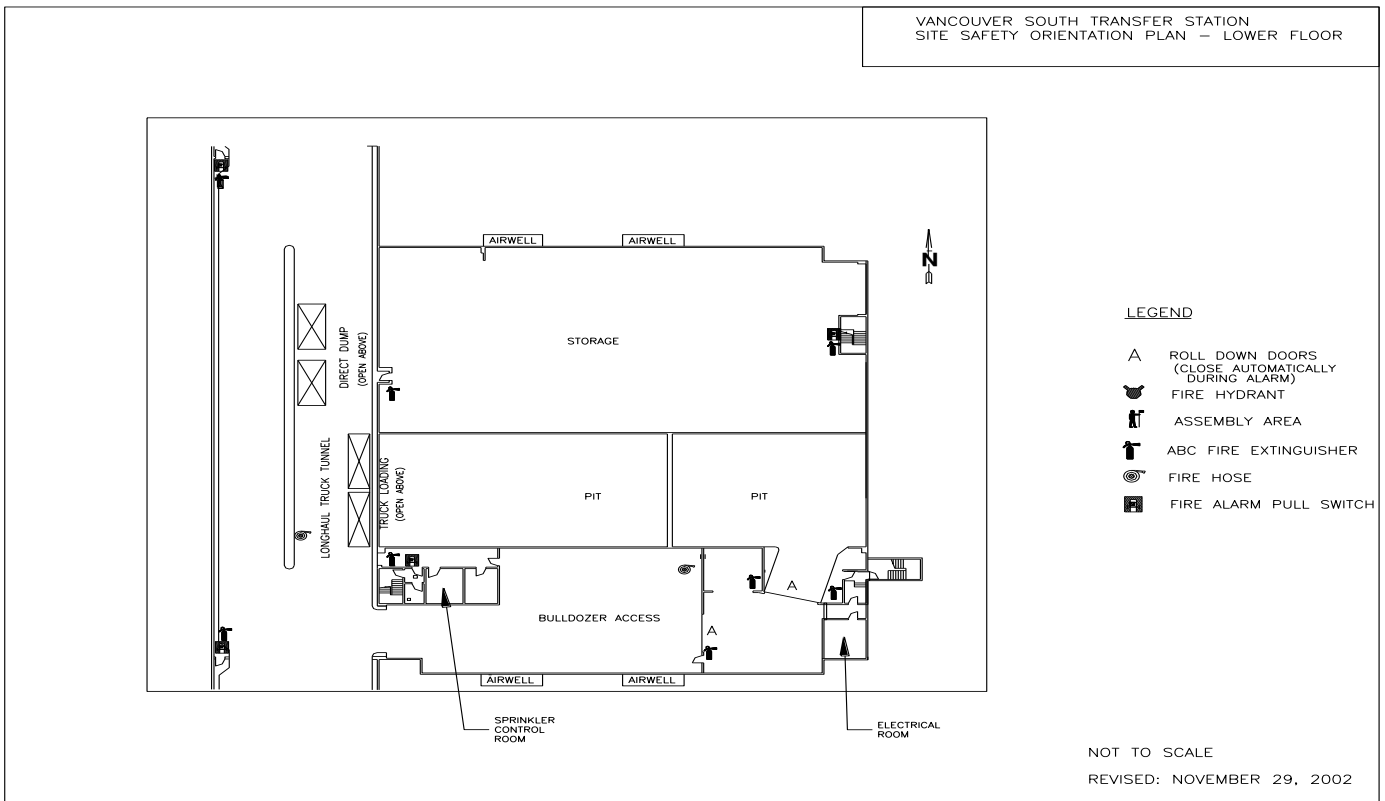


FIGURE 1 – Vancouver South Transfer Station, Site, Plan View



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

# Safe Operating Procedure – Site Safety Orientation and Agreement



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

## Safe Operating Procedure – Site Safety Orientation and Agreement

### 1. GENERAL SAFETY ISSUES

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

### 2. FIRST AID

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

### 3. IN THE EVENT OF AN EMERGENCY

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

For detailed information, refer to the VSTS Emergency Response Plan.

### 4. HEALTH AND SAFETY CONCERNS

- If you have any health or safety concerns, please discuss them with your site contact.
- An incident means an accident or other occurrence, which resulted in, or had the potential for causing an injury or occupational disease. Incidents may include near misses, minor injuries, medical aid treatments, doctor visits, and/or injuries resulting in lost time accidents (*e.g. structural and equipment failures*).
- ❖ The above incidents must be reported to your site contact immediately without delay. All injuries shall be managed in accordance with the Injury/Illness and First Aid procedures..

## Safe Operating Procedure – Site Safety Orientation and Agreement

**Near-Miss Definition:**

Does not involve injury to a worker, or involves a minor injury not requiring medical treatment (e.g. first aid treatment only), **BUT** had the potential to cause serious harm to a worker.

### 5. PERSONAL PROTECTIVE EQUIPMENT (PPE)

All PPE must meet WorkSafeBC requirements.

- The following are necessary while on the site:
  - Hi- visibility reflective vest or coveralls.
  - Safety protective footwear (heavy-duty, above the ankle, construction-type safety boots with an external triangular green CSA patch). Boots should also be approved as shock-resistant when working on electrical systems (display an external white Ω CSA patch).
  - Approved safety eyewear.
  - Respirator on the tipping floor
  - Hearing protection on the Tipping Floor and at the Recycling Depot.
  
- Also necessary where appropriate:
  - Hard hat.
  - Fall protection in situations where a fall of 3 metres (10 feet) or more could occur, or from a lesser height but which represents a higher risk of injury.
  - Other specific equipment where determined necessary or by regulation for the particular situation.

### 6. HEAVY EQUIPMENT

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

### 7. WORKING ALONE

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

## Safe Operating Procedure – Site Safety Orientation and Agreement

### 8. VSTS SITE HAZARDS

- If you notice a hazard, please correct it immediately. If you are unable to correct the hazard yourself, report it to your site contact.

General Hazards apply to all, check the other areas that apply

General Site Hazards			
<ul style="list-style-type: none"> <li>• Fires/explosions</li> <li>• Mobile equipment and vehicle traffic</li> <li>• Slips, trips, and falls</li> <li>• Eye hazards (ie. Dust)</li> <li>• Electrical hazards</li> <li>• Rodents</li> </ul>		<ul style="list-style-type: none"> <li>• Fall protection (working at height of <math>\geq 10</math> ft.)</li> <li>• Confined spaces (as marked)</li> <li>• Power outage</li> <li>• Weather</li> <li>• Poor housekeeping</li> </ul>	
<input type="checkbox"/> Main Tipping Floor		<input type="checkbox"/> Recycling Depot	
<ul style="list-style-type: none"> <li>• Noise</li> <li>• Asbestos</li> <li>• Needle sticks</li> <li>• Violence</li> <li>• Flying objects</li> <li>• Bioaerosols (mould, bacteria - respirator required)</li> <li>• Compressed gas cylinders</li> </ul>	<ul style="list-style-type: none"> <li>• Cuts (blades, sharp objects, puncture)</li> <li>• Dust</li> <li>• Spills</li> <li>• Equipment tipping/rollover</li> <li>• Congestion &amp; obstructions</li> <li>• Fall from height</li> <li>• Low light visibility</li> </ul>	<ul style="list-style-type: none"> <li>• Noise</li> <li>• Needle sticks</li> <li>• Cuts (blades, sharp objects, puncture)</li> <li>• Equipment tipping/rollover</li> <li>• Congestion &amp; obstructions</li> <li>• Violence</li> <li>• Flying objects</li> <li>• Heat/cold stress</li> <li>• Compressed gas cylinders</li> <li>• Lifting hazards</li> </ul>	
<input type="checkbox"/> Lower Floor		<input type="checkbox"/> Hazardous Waste Area	
<ul style="list-style-type: none"> <li>• Needle sticks</li> <li>• Bioaerosols (mould, bacteria)</li> <li>• Overhead hazard</li> <li>• Low light visibility</li> <li>• Spills</li> <li>• Dust</li> </ul>	<ul style="list-style-type: none"> <li>• Noise</li> <li>• Equipment tipping/rollover</li> <li>• Congestion &amp; obstructions</li> <li>• Compressed gas cylinders</li> </ul>	<ul style="list-style-type: none"> <li>• Needle sticks</li> <li>• Congestion &amp; obstructions</li> <li>• Spills</li> <li>• Heat/cold stress</li> <li>• Compressed gas cylinders</li> </ul>	<ul style="list-style-type: none"> <li>• Cuts (blades, sharp objects, puncture)</li> <li>• Corrosive gas or liquid</li> <li>• Solvents and gases (fumes)</li> </ul>
<input type="checkbox"/> Yard Waste		<input type="checkbox"/> Scalehouse	
<ul style="list-style-type: none"> <li>• Needle sticks</li> <li>• Violence</li> <li>• Heat/cold stress</li> <li>• Equipment tipping/rollover</li> <li>• Bioaerosols (mould, bacteria)</li> </ul>	<ul style="list-style-type: none"> <li>• Working alone or in isolation</li> <li>• Cuts (blades, sharp objects, puncture)</li> <li>• Flying objects</li> <li>• Compressed gas cylinders</li> </ul>	<ul style="list-style-type: none"> <li>• Violence</li> <li>• Noise</li> <li>• Dust</li> <li>• Long stationary posture</li> <li>• Congestion &amp; obstructions</li> <li>• Bloodborne pathogens (money handling)</li> </ul>	

Various controls have been implemented to minimize the risk of all the listed hazards. If you have any questions or concerns about hazards or require further information please discuss with your site contact.



# Safe Operating Procedure – Site Safety Orientation and Agreement

## Safe Operating Procedure – Site Safety Orientation and Agreement

### LEGAL TERMS AND CONDITIONS

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

### STATEMENT OF RESPONSIBILITY

Name \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### City of Vancouver Employees Only

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Branch

### Orientation Provided By

\_\_\_\_\_  
Name

\_\_\_\_\_  
Company/Branch



# Safe Operating Procedure – Site Safety Orientation and Agreement

**Title:** Site Safety Orientation and Agreement

**Site:** Vancouver Landfill

**Last Revision:** June 2016

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

## Sections

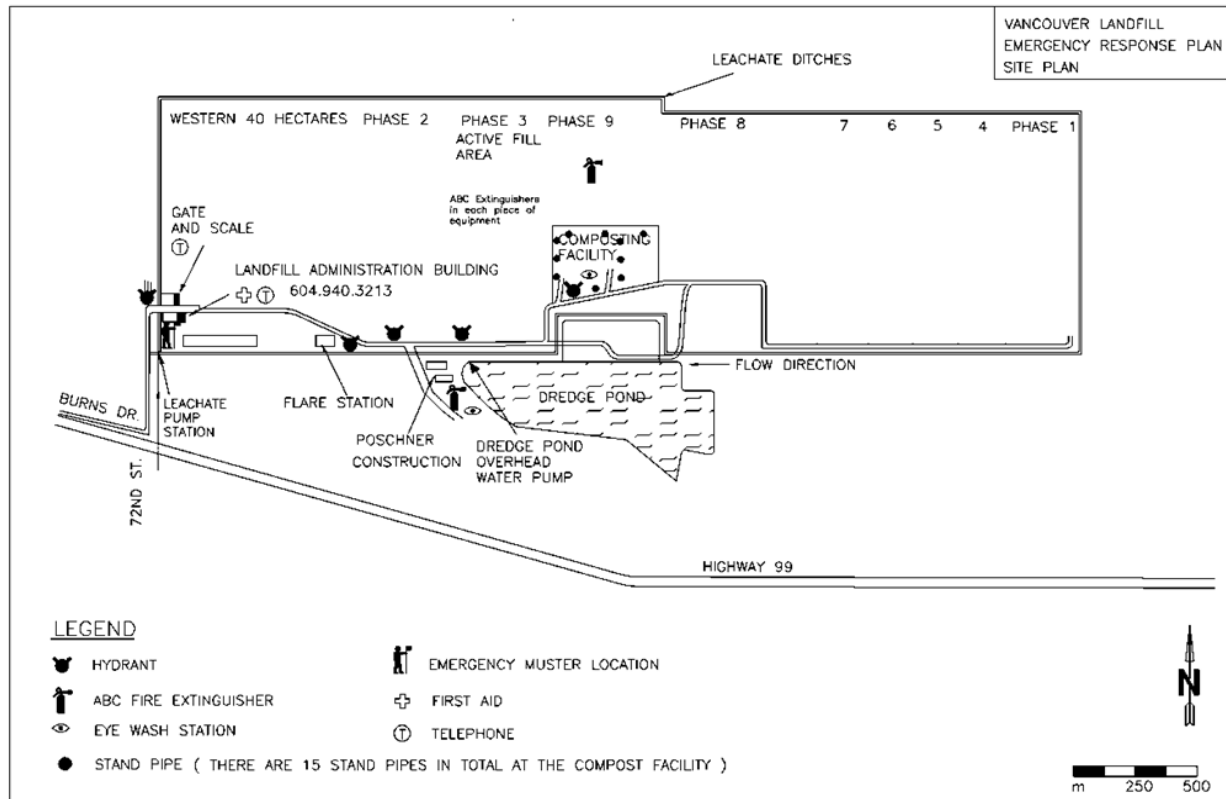
- |                                   |  |
|-----------------------------------|--|
| I. General Safety Issues          | VII. Landfill Gas Safety                   |
| II. First Aid                     | VIII. Working Alone                        |
| III. In The Event of an Emergency | IX. Site Hazards                           |
| IV. Health and Safety Concerns    | X. Legal Terms and Conditions              |
| V. Personal Protective Equipment  | XI. Statement of Responsibility            |
| VI. Heavy Equipment               | Attachments: EQS Garage Safety Orientation |

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

**Contact Numbers**

Landfill Office 604.606.2700  
First Aid Cell Phone 604.603.1655

## Site Plan



## Safe Operating Procedure – Site Safety Orientation and Agreement

### I. GENERAL SAFETY RULES

- When entering the site, vehicles may not pass the inbound line-up during operating hours, unless traffic control persons are actively managing traffic. Vehicles may signal to traffic control persons that they would like to bypass by putting on their 4-way flashers.
- **All visitors must sign in and out** on a “Visitor Sign-in Sheet” at the Landfill Administration Building Office or Technical Trailer Office during regular office hours.

#### Landfill Administration Building Office

Location: 2<sup>nd</sup> Floor on East Side of Administration Building.

Tel: 604.606.2710

Hours: Mon to Fri, 7:00am – 3:30pm.

#### Technical Trailer Office

Location: south of main parking lot and Administration Building. Office entrance at south end of building.

Tel: 604.606.2700

Hours: Mon to Fri, 7:30am – 4:00pm.

- Any visitors that will need to sign in or out outside of regular office hours are to establish the proper procedure with their site contact.
- Smoking anywhere on the site is prohibited.
- Scavenging is prohibited.
- The speed limit on the Landfill premises is **30 km/h, and 15 km/h adjacent to the scales.**
- All drivers/operators must observe traffic control measures (i.e., stop signs, warning signs and cones).
- Be aware of and stay clear of coned-off areas; these are closed to protect you from hazards.
- Seatbelts must be worn at all times while vehicles are in motion. The only exception is for litter picking, which is a task that requires frequent stops.
- The use of cellular phones while operating vehicles or equipment is prohibited by City policy unless in a Province-approved hands free mode. Always move to a safe place out of the way of any equipment or vehicles prior to using a cellular phone or engaging in any other non-mobile activity.
- Be aware that asbestos is routinely managed at the Landfill. Stay upwind of any yellow bags at the Landfill active face.
- The use of listening devices with headphones (such as music players) is prohibited while on site by City policy.
- Comply with WorkSafeBC regulations when entering any confined space, depression, or potentially poorly ventilated areas.

### II. FIRST AID

- The first aid room is located at the southeast corner of the Landfill Administration building.
- For emergencies, call 911 (dial “9” first from land lines).
- Notify the designated First Aid Attendant at **604.603.1655** (VLF First Aid Cell Phone). If no answer, contact the Landfill Office at **604.606.2700** to alert the First Aid Attendant.

### III. IN THE EVENT OF AN EMERGENCY

- Report any fires, spills, accidents or other emergencies to the Landfill Office immediately. In the event of an emergency that requires outside assistance, call 911 immediately. The Landfill Manager is responsible for contacting additional authorities as required.
- In an emergency, your first priority is to warn others and evacuate the immediate area. Do not put yourself in danger.
- If not directly and helpfully involved, report to the Emergency Muster Location E in the north end of the employee parking lot.

## Safe Operating Procedure – Site Safety Orientation and Agreement

- Do not return to the site until instructed that it is safe.
- Material Safety Data Sheets for materials used on site are located in Superintendent's office and available online. Materials brought onto site require MSDS sheets
- For detailed information, refer to the Vancouver Landfill Emergency Response Plan.

#### IV. HEALTH AND SAFETY CONCERNS

- If you have any health or safety concerns, please discuss them with your site contact.
- An incident means an accident or other occurrence, which resulted in, or had the potential for causing an injury or occupational disease. Incidents may include near misses, minor injuries, medical aid treatments, doctor visits, and/or injuries resulting in lost time accidents (e.g. *structural and equipment failures*).
- ❖ The above incidents must be reported to your site contact immediately without delay. All injuries shall be managed in accordance with the Injury/Illness and First Aid procedures. If you are unable to get in touch with your site contact, report the incident to the Landfill Office.

***Near-Miss Definition:***

*Does not involve injury to a worker, or involves a minor injury not requiring medical treatment (e.g. first aid treatment only), **BUT** had the potential to cause serious harm to a worker.*

#### V. PERSONAL PROTECTIVE EQUIPMENT (PPE)

All PPE must meet WorkSafeBC requirements.

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

#### VI. HEAVY EQUIPMENT

- Do not walk in the active tipping area of the Landfill.
- Do not move into the vicinity of any vehicle or mobile equipment until you have made eye contact with the operator/driver and ensured that he/she is aware of your presence.
- Remember that people are more mobile than equipment – it is your responsibility to stay out of the way. Do not, at any time, walk behind any vehicle or piece of heavy equipment.

## Safe Operating Procedure – Site Safety Orientation and Agreement

- Remain outside of the swing radius of excavators, approximately 15 metres (50 feet), unless absolutely necessary. If entry is required within that radius, make eye contact and communicate with the operator so they are aware of your location.
- In the demolition dumping area, maintain a safe distance between trucks (one truck and trailer length). End dump style demolition trucks pose an extreme hazard of tipping over on their side when the box is lifted.
- All equipment must be turned off before fuelling.

### VII. LANDFILL GAS HAZARDS

- Landfill gas exists in the Landfill and in gas collection system piping and equipment and can collect in confined spaces, depressions, and poorly ventilated areas.
- Do not access the fenced enclosure at the Flare Station or conduct any work around the landfill gas system.
- Do not alter any component of the landfill gas collection system without prior authority from the Landfill Manager or designate.
- If possible, stand upwind of wells or any other Landfill gas works. If an accidental or uncontrolled release of landfill gas is believed to have occurred near your work area, attempt to remove yourself from the area by taking a path that is crosswind from the source and attempt to get upwind if it is determined to be safe to do so. Immediately notify the Landfill Manager or designate of the release.
- If a hydrogen sulphide (rotten eggs) odour is detected remove yourself from the area and notify the Landfill Manager or designate.
- More information about Landfill Gas is available upon request from your Site Contact.

### VIII. WORKING ALONE

- Determine with the Site Contact designate whether your work is considered Working Alone.
- You must receive adequate orientation and training before working alone.
- Persons working alone must sign in and out at the Landfill Administration office and advise reception staff they will be working alone.
- Visitors and contractors considered to be working alone are responsible for establishing a work alone check-in system

# Safe Operating Procedure – Site Safety Orientation and Agreement

## X. LANDFILL SITE HAZARDS

- If you notice a hazard, please correct it immediately. If you are unable to correct the hazard yourself, report it to your site contact.

General Hazards apply to all, check the other areas that apply.

General Site Hazards			
<ul style="list-style-type: none"> <li>• Fires/explosions</li> <li>• Mobile equipment and vehicle traffic</li> <li>• Slips, trips, and falls</li> <li>• Eye hazards (ie. Dust)</li> <li>• Electrical hazards</li> <li>• Animal or insect stings</li> <li>• Poor housekeeping</li> </ul>		<ul style="list-style-type: none"> <li>• Fall protection (working at height of ≥10 ft.)</li> <li>• Confined spaces (as marked)</li> <li>• Power outage</li> <li>• Weather</li> <li>• Leachate</li> <li>• Spills</li> </ul>	
☐ Residential Drop-Off (RDO) Area		☐ Active Face	
<ul style="list-style-type: none"> <li>• Noise</li> <li>• Asbestos</li> <li>• Needle sticks</li> <li>• Dust, including silica</li> <li>• Violence</li> <li>• Toxic gases</li> <li>• Flying objects</li> <li>• Lifting hazards</li> </ul>	<ul style="list-style-type: none"> <li>• Compressed gas cylinders</li> <li>• Cuts (blades, sharp objects, puncture)</li> <li>• Heat/cold stress</li> <li>• Equipment tipping/rollover</li> </ul>	<ul style="list-style-type: none"> <li>• Noise</li> <li>• Asbestos</li> <li>• Needle sticks</li> <li>• Landfill gas</li> <li>• Toxic gases</li> <li>• Cuts (blades, sharp objects, puncture)</li> <li>• Equipment tipping/rollover</li> </ul>	<ul style="list-style-type: none"> <li>• Violence</li> <li>• Uneven terrain</li> <li>• Flying objects</li> <li>• Dust, including silica</li> <li>• Heat/cold stress</li> <li>• Bioaerosols (mould, bacteria, wastewater)</li> <li>• Compressed gas cylinders</li> </ul>
☐ Compost		☐ Demolition Area	
<ul style="list-style-type: none"> <li>• Noise</li> <li>• Needle sticks</li> <li>• Bioaerosols (mould, bacteria)</li> <li>• Violence</li> <li>• Uneven terrain</li> </ul>	<ul style="list-style-type: none"> <li>• Flying Objects</li> <li>• Dust, including silica</li> <li>• Heat/cold stress</li> <li>• Equipment tipping/rollover</li> </ul>	<ul style="list-style-type: none"> <li>• Noise</li> <li>• Asbestos</li> <li>• Needle sticks</li> <li>• Equipment tipping/rollover</li> <li>• Violence</li> <li>• Landfill gas</li> </ul>	<ul style="list-style-type: none"> <li>• Uneven terrain</li> <li>• Flying objects</li> <li>• Dust, including silica</li> <li>• Heat/cold stress</li> <li>• Cuts (blades, sharp objects, puncture)</li> </ul>
☐ Flare Station		☐ Scalehouse	☐ Pump Station
<ul style="list-style-type: none"> <li>• Noise</li> <li>• Landfill gas</li> <li>• Toxic gases</li> <li>• Compressed gas cylinders</li> <li>• Overhead hazard</li> <li>• Hot surfaces</li> <li>• Above-ground pressurized pipelines</li> <li>• Electrical (lockout)</li> </ul>	<ul style="list-style-type: none"> <li>• Flame flashback during flare start-up</li> <li>• Confined spaces (marked)</li> <li>• Working alone or in isolation</li> <li>• Congestion &amp; obstructions</li> <li>• Heat/cold stress</li> <li>• Lifting hazards</li> </ul>	<ul style="list-style-type: none"> <li>• Violence</li> <li>• Noise</li> <li>• Dust, including silica</li> <li>• Long stationary posture</li> <li>• Congestion &amp; obstructions</li> <li>• Bloodborne pathogens (money handling)</li> </ul>	<ul style="list-style-type: none"> <li>• Confined spaces</li> <li>• Electrical (lockout)</li> <li>• Landfill gas</li> <li>• Leachate</li> </ul>

Various controls have been implemented to minimize the risk of all the listed hazards. If you have any questions or concerns about hazards or require further information please discuss with your site contact.

## **Equipment Services (EQS) Landfill Garage – Safety Orientation**

This appendix is to be used in conjunction with the Site Safety Orientation and Agreement that is in place at the Vancouver Landfill (VLF). This applies to all persons working at the Landfill and includes contractors hired by Equipment Services (EQS) to perform work on site. Each person must receive the complete VLF orientation prior to work commencing, paying special attention to the sections that are most pertinent to the work they will be performing. All applicable WSBC rules are in effect while working in or around the garage as well as all other areas operated by Transfer and Landfill Operations.

### **I. GENERAL SAFETY ISSUES:**

The garage has hazards that are common to most vehicle / equipment repair facilities and they include, but are not limited to:

- Open vehicle repair pits
- Overhead hazards associated with the use of a bridge crane
- Hazards associated with the use of compressed air
- Hazards associated with the use of compressed gases (oxygen / acetylene)
- Various oils, solvents and other chemicals
- Slip and trip hazards
- Congested work areas
- Hazards associated with the movement of large industrial machines and their parts
- Exposure to contaminants that are found at the Landfill

### **II. PERSONAL PROTECTIVE EQUIPMENT (PPE)**

All PPE must meet WSBC and City of Vancouver requirements and must be used in accordance with the manufacturer's instructions. The required PPE necessary for working in the Equipment Services Garage is as follows:

- High visibility coveralls or vest
- Safety footwear (above the ankle CSA green triangle and  $\Omega$  symbol)
- Approved safety eyewear
- Hearing protection as required in the garage and outside as per the Vancouver Landfill requirements

Also necessary where appropriate:

- Respirator
- Hard hat
- Bump cap
- Dust mask
- Gloves (choose protection relative to the hazard)

### **III. WORKING ALONE**

EQS staff will be signing on to "SafetyLine Mobile Worker Monitoring System" through the Equipment Services procedure. Contractors will be required to stay with EQS / TLO staff OR log into the existing SafetyLine system in place with TLO.

**IV. IN THE EVENT OF AN EMERGENCY**

Respond as per the TLO orientation and be sure that any contractors on site are accounted for and kept under the care of EQS or TLO staff until authorized to be released.

**V. FIRST AID**

The TLO procedures for receiving first aid are to be followed. All injuries are to be reported to the first aid attendant and the worker's immediate supervisor.



Engineering Services - VLF

## Safe Operating Procedure – Site Safety Orientation and Agreement



## Owners List of Known Workplace Hazards

CONTRACT TITLE Supply of Transportation and Recycling Services  
for Used MattressesPROJECT MANAGER (CITY EMPLOYEE) Sarah WillieCONTRACT NAME & # (IF KNOWN) Mattress Recycling, PS20161419**Purpose**

This document shall be completed by the project manager, who shall list all the **known** worksite hazards and all the **existing** work process hazards that will be associated with the upcoming contract. The completed document shall then be provided to all potential contractors, as part of the tender package, so the project can be bid appropriately based on the known worksite hazards.

**Definitions**

**Project Manager** - the City employee designated to be the liaison with the contractor for the purpose of managing, overseeing, coordinating or in any other way administering the contract.

**Instructions for Completion**

The document must be completed in full. Choices for each entry are:

Y - Yes - the known worksite hazard or existing work process hazard does exist

N - No - the known worksite hazard or existing work process hazard does not exist\*

NA - Not Applicable - worksite hazard or existing work process is not applicable for this contract type

TBD - a third party (environmental consultant) will address the issue (primarily for a hazardous materials assessment)

\*based on reasonable estimation from all input by persons with expertise or relevant knowledge and understanding

**Information from Hazardous Materials Assessments Provided by a Third Party**

A hazardous materials assessment may be completed prior to the Project Manager completing the Owners List of Known Workplace Hazards. Any such assessment should be referenced by the Project Manager in this document and provided with the tender package. Hazardous materials may include asbestos, lead, crystalline silica, ammonia, PCB's, CFC's, moulds, mercury, ozone depleting substances (ODS), radioactive substances.

**Assistance in Completing this Document**

If you have questions while completing this document, or are unsure if the listed hazards apply, please seek assistance from Health and Safety (604.871.6078 or healthandsafety@vancouver.ca).

HAZARD OR ISSUE	Project Manager
<b>1. ASBESTOS-CONTAINING MATERIALS</b> - disturbance or penetrations of flooring, walls, ceiling tiles, pipe lagging, ac pipe, transite siding, particularly in older facilities; e.g., furniture/fixture installation, carpeting/flooring services, and boiler repair/tune-up services.	Yes (Y) No (N) Not Applicable (NA) To Be Determined (TBD)
a) Asbestos containing materials (ACM) will be encountered	Y <input checked="" type="radio"/> N NA TBD
b) A hazardous materials assessment for asbestos is provided in the tender package	Y N <input checked="" type="radio"/> NA TBD
c) A hazardous materials assessment for asbestos is the responsibility of the contractor	Y N <input checked="" type="radio"/> NA TBD

<b>2. LEAD-CONTAINING MATERIALS</b> - disturbance of lead-based paint, particularly in older facilities. Also present in certain electrical circuitry and metal alloys; .e.g., overhead bridge crane maintenance/repair, high-voltage cable splicing services, boiler repair/tune-up services, fixture installation services, and chiller maintenance/repair services.	Yes (Y) No (N) Not Applicable (NA) To Be Determined (TBD)
a) Inorganic lead-containing materials may be encountered	Y <input checked="" type="radio"/> N NA TBD
b) A hazardous materials assessment for lead is provided in the tender package	Y N <input checked="" type="radio"/> NA TBD
c) A hazardous materials assessment for lead is the responsibility of the contractor	Y N <input checked="" type="radio"/> NA TBD

<b>3. OTHER HAZARDOUS MATERIALS</b> - may include ammonia, PCBs, CFCs, moulds, mercury, ozone depleting substances (ODS), radioactive substances, sewage, unknown contaminated materials, other: (list other here)_____	Yes (Y) No (N) Not Applicable (NA) To Be Determined (TBD)
a) A hazardous materials assessment for ammonia is provided in the tender package	Y <input checked="" type="radio"/> N NA TBD
b) A hazardous materials assessment for (list the specific hazardous material) will be provided in the tender package	Y <input checked="" type="radio"/> N NA TBD
c) A hazardous materials assessment for (list the specific hazardous materials) will be the contractors responsibility	Y N <input checked="" type="radio"/> NA TBD

<b>4. CONFINED SPACES</b> - working in vaults, chambers, pits, tanks, etc.; e.g., construction, inspection and testing services, water/fuel storage tank clean-out services, and utility corrosion inspection services.	Yes (Y) No (N) or Not Applicable (NA)
a) A hazard assessment (for entry and inspection only) from the City of Vancouver is provided in the tender package	Y N (NA)
b) The City of Vancouver shall provide procedures to isolate adjacent piping, or to lock out equipment (complicated systems only)	Y N (NA)
c) The contractor shall be responsible for isolation and lockout procedures in the confined space	Y N (NA)

<b>5. LOCK OUT</b> - industrial equipment maintenance, power machinery repair services, pump maintenance/repair services, mechanical refrigeration systems, elevator repair, overhead bridge crane maintenance/repair services, cathodic protection services, hydraulic test systems repair/service, and air compressor rebuilding services.	Yes (Y) No (N) or Not Applicable (NA)
a) Lockout will be required to isolate or prevent the unexpected release of energy (electrical, mechanical, hydraulic, chemical, thermal, kinetic, gravitational, pneumatic)	Y N (NA)
b) Work will be performed on or near energized equipment, lines, or circuits	Y N (NA)

If yes to a) or b) describe:

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<b>6. FALL PROTECTION</b> - tree pruning, window and ledge cleaning, window replacement, overhead bridge crane maintenance/repair services, roll-up door replacement, tent installation, awning/canopy installation, overhead air exchange installation, construction inspection and testing services.	Yes (Y) No (N) or Not Applicable (NA)
a) Workers will be exposed to a potential fall in excess of 3 m (10 feet), or to a fall of less than 3 m which would likely result in a serious injury (ex. impalement on rebar)	Y N (NA)
b) Scaffolding or ladders will be required to be secured to a building or structure	Y N (NA)

7. OVERHEAD AND UNDERGROUND UTILITIES - tree pruning services, tree removal, utility relocation or replacement, underground utility identification (digging with powered equipment), concrete sawing services, pole painting	Yes (Y) No (N) or Not Applicable (NA)
a) There will be electrical hazards associated with overhead power lines such as limits of approach and contact	Y <input type="radio"/> N <input checked="" type="radio"/> NA
b) Necessary assurances (in writing) have (or will be) obtained by the City, through the utility company, for any work where minimum limits of approach cannot be maintained (provide documentation and review at pre job meeting with the successful contractor candidate)	Y <input type="radio"/> N <input type="radio"/> NA <input checked="" type="radio"/>
c) Necessary assurances must be obtained (in writing) by the successful contractor, through the utility company, for any work where minimum limits of approach will not be able to be maintained	Y <input type="radio"/> N <input type="radio"/> NA <input checked="" type="radio"/>
d) Underground or hidden utilities are located on the job site. Any excavation or drilling work in proximity to an underground utility service must be undertaken in conformity with the requirements of the owner of that utility service	Y <input type="radio"/> N <input type="radio"/> NA <input checked="" type="radio"/>

If yes to c), and the specific physical locations where minimum limits of approach will not be able to be maintained are known, how will this information be provided to the contractor?

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8. CONSTRUCTION, EXCAVATION, SHORING AND DEMOLITION	Yes (Y) No (N) or Not Applicable (NA)
a) As Prime Contractor, the City of Vancouver project manager will submit the Notice of Project	Y <input type="radio"/> N <input type="radio"/> NA <input checked="" type="radio"/>
b) Workers will be required to enter an excavation over 1.2m (4 ft) in depth	Y <input type="radio"/> N <input type="radio"/> NA <input checked="" type="radio"/>

<p><b>9. CHEMICALS, SOLVENTS, FUMES, VAPORS, AND/OR DUSTS</b> (existing work processes or known worksite hazard only) - ice rinks, swimming pools, cleaning solvents, adhesives, paints, coatings, binders; e.g., storage tank clean-out services, countertop installation (epoxies), and flooring</p>	<p>Yes (Y) No (N) or Not Applicable (NA)</p>
<p>a) The worksite has chemicals solvents, fumes, vapors or dusts that may affect the contractor</p>	<p>Y <input checked="" type="radio"/> N NA</p>
<p>b) Material Safety Data Sheets for chemicals currently in use at the worksite will be available, on request, to the contractor</p>	<p><input checked="" type="radio"/> N NA</p>

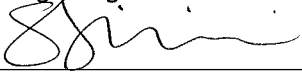
If yes to a), list the work processes and/or chemicals in use:

\_\_\_\_\_

\_\_\_\_\_

<p><b>10. NOISE</b> - (existing work processes only)</p>	<p>Yes (Y) No (N) or Not Applicable (NA)</p>
<p>a) Employees will be exposed to noise levels above 85dba</p>	<p><input checked="" type="radio"/> N NA</p>

<p><b>OTHER HAZARDS (NOT IDENTIFIED ABOVE)</b></p>	
<p>a) Mobile Equipment and Vehicle Traffic</p>	
<p>b)</p>	
<p>c)</p>	

<p><b>KNOWN WORKPLACE HAZARDS LIST COMPLETED BY</b></p>	
<p>Project Manager Name (print): Sarah Willie</p>	
<p>Project Manager Signature: </p>	<p>Date: Nov 18, 2016</p>
<p>Title: CE I</p>	<p>Phone: 604-606-2741</p>

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APPENDIX 16  
CONTRACTOR PRE-CONTRACT HAZARD ASSESSMENT FORM

[Completed form to be attached to the finalized agreement.]

CONTRACT TITLE \_\_\_\_\_

PROJECT MANAGER (CITY EMPLOYEE) \_\_\_\_\_

CONTRACTOR REPRESENTATIVE \_\_\_\_\_

CONTRACT NAME & # \_\_\_\_\_

**Purpose**

This document shall be completed by the contractor awarded the contract, who shall identify all the known and potential work process hazards associated with the contract. The contractor, who is responsible for all identified actions, shall provide a completed Contractors Pre-Work Hazard Identification (CHI) document to the Project Manager (City employee) for review and consultation before the contract work begins.

**Reference Material**

In order to complete this document, the contractor should reference a completed copy of the List of Known Workplace Hazards, initially provided with the tender package. The contractor is also responsible to reference any Hazardous Materials Assessments, provided by the City with the tender package, and possibly referenced in the List of Known Workplace Hazards document.

**Instructions for Completion**

The document must be completed in full. Choices for each entry are:

Y - Yes - this work process or worksite hazard will exist for this contract and are the responsibility of the contractor

N - No - Even though the work process or worksite hazard will exist, it will not be the responsibility of the contractor

NA - Not Applicable - the work process or worksite hazard is not applicable for this contract

TBD - a third party (environmental consultant) will address the issue (primarily for a hazardous materials assessment)

Each grouping of safety hazards or issues in this document (bold text, capitalized) may list some examples of work tasks where this hazard may be encountered. These examples are not conclusive; there may be other examples of work tasks that create this hazard or issue.

**Documentation and Training Requirements**

During the contract term, the contractor may be requested by the City of Vancouver, and shall provide documented evidence for items identified with a (D) in this document.

The summary table at the end of the document provides all potentially required documentation, and if applicable, the WCB OHS Regulation reference.

For any identified hazard marked with a (T), the contractor is responsible to train their employees.

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**HAZARDOUS MATERIALS**

The contractor is responsible for providing additional information on hazardous materials which may be encountered as part of the work process, yet not identified in the List of Known Workplace Hazards.

HAZARD OR ISSUE	Contractor Confirmation
1. ASBESTOS-CONTAINING MATERIALS - disturbance or penetrations of flooring, walls, ceiling tiles, pipe lagging, ac pipe, transite siding, particularly in older facilities; e.g., furniture/fixture installation, carpeting/flooring services, and boiler repair/tune-up services.	Yes (Y) No (N) Not Applicable (NA) or To Be Determined (TBD)
a) We have reviewed the hazardous materials assessment for asbestos provided by the City of Vancouver (or third party) in the tender package	Y N NA TBD
b) We will provide a written hazardous materials assessment for asbestos	Y N NA TBD
c) We have a written Asbestos Program (D)	Y N NA
d) As Prime Contractor, we will submit a Notice of Project Asbestos(NOP-A) to WorksafeBC at least 24 hours in advance of the project startup	Y N NA

2. LEAD-CONTAINING MATERIALS - disturbance of lead-based paint, particularly in older facilities. Also present in certain electrical circuitry and metal alloys; .e.g., overhead bridge crane maintenance/repair, high-voltage cable splicing services, boiler repair/tune-up services, fixture installation services, and chiller maintenance/repair services.	Yes (Y) No (N) or Not Applicable (NA)
a) We have reviewed the hazardous materials assessment for lead provided by the City of Vancouver (or third party) in the tender package	Y N NA TBD
b) We will provide a written hazardous materials assessment for lead	Y N NA TBD
c) We have a written exposure control program for Lead (D)	Y N NA

3. OTHER HAZARDOUS MATERIALS - may include PCBs, CFCs, molds, mercury, ozone depleting substances (ODS), radioactive substances, sewage and unidentified contaminated hazardous materials, other: (list other here) _____	Yes (Y) No (N) or Not Applicable (NA)
a) We have reviewed the hazardous materials assessment for (insert hazardous material type here) provided by the City of Vancouver, or a third party, in the tender package	Y N NA TBD

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b) We have reviewed the hazardous materials assessment for (insert hazardous material type here) provided by the City of Vancouver, or a third party, in the tender package	Y N NA TBD
c) We will provide a hazardous materials assessment for (insert hazardous material type here)	Y N NA TBD
d) We will provide a hazardous materials assessment for (insert hazardous material type here)	Y N NA TBD

4. CONFINED SPACES - working in vaults, chambers, pits, tanks, etc.; e.g., construction, inspection and testing services, water/fuel storage tank clean-out services, and utility corrosion inspection services.	Yes (Y) No (N) or Not Applicable (NA)
a) We have reviewed the confined space hazard assessment provided by the City of Vancouver in the tender package	Y N NA TBD
b) We have a written confined space entry program (D)	Y N NA
c) Our employees have received confined space training (T)	Y N NA
d) We shall complete a confined space hazard assessment specific to the work to be performed (D)	Y N NA
e) We shall develop site specific written safe operating procedures (including evacuation and rescue components) prior to starting work (D)	Y N NA
f) We shall identify and record isolation points (D)	Y N NA
g) We will develop alternate procedures (as per WCB OHS Regulation # 9.22) to be used to isolate adjacent piping containing harmful substances (D)	Y N NA
h) We will provide for the services of rescue persons	Y N NA

If yes to g), provide brief description:

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5. LOCK OUT - industrial equipment maintenance, power machinery repair services, pump maintenance/repair services, mechanical refrigeration systems, elevator repair, overhead bridge crane maintenance/repair services, cathodic protection services, hydraulic test systems repair/service, and air compressor rebuilding services.	Yes (Y) No (N) or Not Applicable (NA)
a) We will be required to lock out in order to isolate or prevent the unexpected release of energy (electrical, mechanical, hydraulic, chemical, thermal, kinetic, gravitational, pneumatic)	Y N NA
b) We will perform work on, or near, energized equipment, lines or circuits	Y N NA

Note: If yes to a) or b) above, no work may be performed until reviewed by City of Vancouver project manager or project manager designate.

If yes to a) or b) describe:

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6A. FALL PROTECTION - tree pruning, window and ledge cleaning, window replacement, overhead bridge crane maintenance/repair services, roll-up door replacement, tent installation, awning/canopy installation, overhead air exchange installation, construction inspection and testing services.	Yes (Y) No (N) or Not Applicable (NA)
a) Our employees will be exposed to a potential fall in excess of 3 m (10 feet), or to a fall of less than 3 m which would likely result in a serious injury (ex. impalement on rebar)	Y N NA
b) We will produce a written Fall Protection Plan for work that will occur more than 25 feet above grade, or, if written procedures (control zone) are to be used as the means of fall protection (D)	Y N NA
c) Our employees who will be required to use fall protection have received training (T)	Y N NA

If yes to a), describe:

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6B. SCAFFOLDING AND LADDERS - window replacement or cleaning, tree pruning, roll-up door replacement, tent installation, and awning/canopy installation.	Yes (Y) No (N) or Not Applicable (NA)
a) Our employees will use scaffolding or ladders for access to the work	Y N NA
b) The scaffolding or ladders will be exposed to wet and/or slippery conditions	Y N NA
c) We will ensure scaffolding or ladders are secured before accessing the worksite	Y N NA
d) Scaffolding will be erected and dismantled only by qualified workers	Y N NA

7. OVERHEAD POWER LINES AND UNDERGROUND UTILITIES - tree pruning services, tree removal, utility relocation or replacement, underground utility identification services, concrete sawing services, pole painting	Yes (Y) No (N) or Not Applicable (NA)
a) There are electrical hazards associated with overhead power lines such as limits of approach and contact	Y N NA
b) We will obtain necessary assurances, in writing, through the utility company, for any work where minimum limits of approach cannot be maintained	Y N NA
c) Underground or hidden utilities may be on the job site and we shall contact the Project Manager and BC OneCall at least four business days prior to the start of any excavation work	Y N NA
d) In the event of an inadvertent utility strike, we will have a written procedure for immediate notification of both the utility company and WorkSafeBC (D)	Y N NA

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<b>8. CONSTRUCTION, EXCAVATION, SHORING AND DEMOLITION</b>	Yes (Y) No (N) or Not Applicable (NA)
a) As Prime Contractor, we will submit a Notice of Project (NOP) to WorksafeBC at least 24 hours in advance of the project startup date	Y N NA
b) Workers may be required to enter an excavation over 1.2m (4 ft) in depth	Y N NA
c) We will develop site specific written safe operating procedures, including evacuation and rescue components, prior to starting any excavation work (D)	Y N NA
d) Shoring will be installed in accordance with Part 20 of the WorkSafeBC OH&S Regulation	Y N NA
e) We will provide safe means of entry and exit for excavations	Y N NA
f) We will provide for the services of rescue persons and equipment (excavation rescue)	Y N NA
g) We will develop a demolition/salvage plan (D)	Y N NA
h) We will evaluate the demolition materials for reuse or recycling	Y N NA
i) We will protect passers-by from potential hazards	Y N NA

<b>9. CHEMICALS, SOLVENTS, FUMES, VAPORS, AND DUSTS - cleaning solvents, adhesives, paints, coatings, binders; e.g., storage tank clean-out services, countertop installation (epoxies), and flooring</b>	Yes (Y) No (N) or Not Applicable (NA)
a) We will complete a hazard assessment for chemicals we will use in our work, and if chemicals already exist at the workplace, our assessment will identify possible results of any reactions between our chemicals and those of the City's operations	Y N NA

<b>10. NOISE AND VIBRATION - includes installations and heavy equipment operation. Noise examples for 85 - 90 dbA (at noise source) include forklift, smoke alarm, table saw. Whole body vibration examples include truck or equipment operator and jackhammer operation</b>	Yes (Y) No (N) or Not Applicable (NA)
a) Our employees will be exposed to noise levels above 85dbA	Y N NA
b) We have a written hearing conservation program (D)	Y N NA
c) Our employees will be exposed to excessive levels of whole body vibration (WBV)	Y N NA

<b>11. OCCUPATIONAL HEALTH AND SAFETY PROGRAM</b>	Yes (Y) No (N) or Not Applicable (NA)
a) We have a written Safety Program (D)	Y N NA

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b) We will make regular inspections of all workplaces	Y N NA
c) We will immediately investigate any reported unsafe conditions and correct as required	Y N NA
d) We will investigate all incidents and provide written incident reports to the Project Manager	Y N NA
e) We will develop a written plan (D) identifying how risk to the public and workers will be minimized (may include the use of barriers and safe entry/exit points from the worksite)	Y N NA

12. FIRST AID	Yes (Y) No (N) or Not Applicable (NA)
a) First aid equipment, supplies, facilities and services will be readily accessible during working hours	Y N NA
b) We will complete a first aid assessment (D)	Y N NA
c) We will post site drawings and signs indicating the location of, and how to summon, first aid	Y N NA
d) We will develop an effective means of communication between the first aid attendant and the work areas	Y N NA

13. FIRE PROTECTION - solvents, fuels, soldering, torch cutting, or heating devices; e.g., gasoline and diesel fuel delivery services, flooring services, fire suppression service, and water pipe repair services	Yes (Y) No (N) or Not Applicable (NA)
a) We will weld, solder, or cut with a torch	Y N NA
b) We will use or store flammable/combustible liquids	Y N NA
c) We will use temporary heating devices	Y N NA
d) We will provide water and/or fire extinguishers on the job site	Y N NA

14. PERSONAL PROTECTIVE EQUIPMENT (PPE)	Yes (Y) No (N) or Not Applicable (NA)
a) We will ensure our workers have appropriate personal protective clothing and equipment (e.g., safety footwear, hi-vis vests, hardhats, eye protection, face protection, hearing protection, chemical gloves/clothing)	Y N NA
b) We have a written PPE program (D)	Y N NA

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15. RESPIRATORY PROTECTION	Yes (Y) No (N) or Not Applicable (NA)
a) The work will involve materials or processes requiring respiratory protection	Y N NA
b) We have a written respiratory protection program (D)	Y N NA

16. TOOLS MACHINERY AND EQUIPMENT	Yes (Y) No (N) or Not Applicable (NA)
a) We will use powder-actuated tools.	Y N NA
b) Our employees who operate equipment have been trained and are qualified in use of that equipment. (T)	Y N NA

If yes to a), describe:

---

17. CRANES, FORKLIFTS, AND MANLIFTS - heavy or oversized goods delivery, tree pruning, overhead bridge crane maintenance/repair, and roll-up door replacement.	Yes (Y) No (N) or Not Applicable (NA)
a) We will use a crane, forklift, manlift or other lifting equipment	Y N NA
b) Our lifting and rigging equipment is certified where applicable, and inspected on a regular basis	Y N NA
c) Our operators shall have a valid operators certificate (mobile crane or tower crane) or have received training (boom lift, scissor lift or forklift) (T)	Y N NA
d) Only lifting attachments approved for use by the forklift manufacturer will be used	Y N NA

18. RIGGING	Yes (Y) No (N) or Not Applicable (NA)
a) We will lift or sling loads overhead	Y N NA
b) We will inspect ropes, hooks and slings before use on each shift	Y N NA

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19. MOTOR VEHICLES AND HEAVY EQUIPMENT - goods delivery, personnel transportation services, trailer relocation services, oil/water pumpout and recycling services, asphalt grinding and asphalt sealing services, weed/brush abatement and mowing services, landscape hydroseed services, tree stump grinding, and concrete sawing and removal	Yes (Y) No (N) or Not Applicable (NA)
a) We will use motor vehicles or heavy equipment at the work location	Y N NA
b) All operators have a valid provincial driver's license	Y N NA
c) We will inspect vehicles, including safety features (e.g., ROPS)	Y N NA

20. TRAFFIC CONTROL	Yes (Y) No (N) or Not Applicable (NA)
a) There will be uncontrolled movement of vehicular traffic at the worksite	Y N NA
b) We will develop a written traffic control plan (D)	Y N NA
c) We will put in place any required traffic control devices	Y N NA
d) The traffic control devices conform to the Ministry of Transportation and Infrastructure (MoTI) " <i>Traffic Control Manual for Work on Roadways</i> "	Y N NA
e) We will provide Traffic Control Persons (TCP's) as required by law	Y N NA

21. CRYSTALLINE SILICA DUST	Yes (Y) No (N) or Not Applicable (NA)
a) Our work will involve jackhammering, rotohammering, drilling, grinding or other disturbance of concrete or stone, creating potential exposure to silica dust	Y N NA

22. Additional Concerns	Yes (Y) No (N) or Not Applicable (NA)
We foresee additional health and safety concerns associated with the work	Y N NA

If yes, describe:

- a) \_\_\_\_\_
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_

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- e) \_\_\_\_\_  
 f) \_\_\_\_\_

Describe the control measures each of the concerns listed above:

- a) \_\_\_\_\_  
 b) \_\_\_\_\_  
 c) \_\_\_\_\_  
 d) \_\_\_\_\_  
 e) \_\_\_\_\_  
 f) \_\_\_\_\_

<b>PRE CONTRACT HAZARD ASSESSMENT COMPLETED BY</b>	
Contractor's Representative Name (print):	
Contractor's Representative Signature:	Date:
Title:	Phone:

<b>CONTRACTOR'S DESIGNATE RESPONSIBLE FOR ONSITE SAFETY</b>	
Name (print):	
Title:	Phone:

SUMMARY OF DOCUMENTATION (D) TO BE PROVIDED BY THE CONTRACTOR upon request by the City of Vancouver (documentation required as per Workers Compensation Board Occupational Health and Safety (WCB OHS) Regulation, the Workers' Compensation Act (WCA) or the City of Vancouver)	Yes (Y) or Not Applicable (NA)
a) Safety Program (WCB OHS Regulation Parts 3.1-3.3)	
b) Asbestos Exposure Control Plan (WCB OHS Regulation Part 6.3)	
c) Lead (Pb) Exposure Control Plan (WCB OHS Regulation Part 6.60)	
d) Respiratory Protection Program (WCB OHS Regulation Part 8.5)	
e) Confined Space Entry Program (WCB OHS Regulation Parts 9.5 and 9.6)	

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f) Plan for minimizing risk to public and to workers (City of Vancouver)	
g) Personal Protective Equipment (PPE) Program (WCB OHS Regulation Part 8.5)	
h) Hearing Conservation Program (WCB OHS Regulation Part 7.5)	
i) Confined Space Hazard Assessment (WCB OHS Regulation Part 9.9)	
j) Work Procedure, including evacuation and rescue, for confined space (WCB OHS Regulation Part 9.10 and 9.11)	
k) Identification of Isolation Points (confined space) (WCB OHS Regulation Part 9.19)	
l) Alternate procedures to isolate adjacent piping (confined space) (WCB OHS Regulation Part 9.22)	
m) Fall Protection Plan (WCB OHS Regulation Part 11.3)	
n) Traffic Control Plan (Ministry of Transportation and Infrastructure (MOTI) manual, as referenced in WCB OHS Regulation Part 18.3)	
o) In the event of a utility strike, a written procedure for notification of Utility Provider (WCB OHS Regulation Part 4.18) and WorksafeBC (Workers' Compensation Act Part 3, Division 10, Sec. 172 (1)(c))	
p) Work Procedure (including evacuation and rescue) for excavations (City of Vancouver)	
q) Demolition/Salvage Plan (City of Vancouver in reference to WCB OHS Regulation Part 20.112)	
r) First Aid Assessment (WCB OHS Regulation Part 3.16 (2))	

SUMMARY OF TRAINING REQUIREMENTS (T) OF CONTRACTOR EMPLOYEES (for any persons completing this type of work throughout the duration of the contract)	Yes (Y) or Not Applicable (NA)
a) Confined Space Entry (WCB OHS Regulation Part 9.8)	
b) Fall Protection (WCB OHS Regulation Part 11.2 (6))	
c) Equipment Operation (WCB OHS Regulation Part 4.3 (1) (b)(i) (ii))	
d) Mobile Equipment (ex. boom lift, scissor lift, forklift) (WCB OHS Regulation Part 16.4)	



ENGINEERING SERVICES  
Jerry Dobrovolsky, P.Eng.  
City Engineer/General Manager

Month Day, 2016

Dear :

**RE: Site Safety Orientation Communication Expectations Letter**

Thank you for your interest in working with the City of Vancouver at the Vancouver Landfill and the Vancouver South Transfer Station. One of the City's strategic goals is to inspire excellence in the workplace and in its employees. In order to accomplish this goal, safety is paramount when carrying out our work and we have the same expectation for our contractors.

One of our requirements is to ensure that every person working on our site has received a site safety orientation which includes information related to applicable hazards. Attached you will find a site safety orientation that has a list of hazards for each work area. Our expectation is that every contracted employee receives this orientation and site hazards list at least every six months or if it has been more than six weeks since their last visit to the work site.

As the employer, under Workers Compensation Act section 115(2)(b), you are responsible for ensuring your employees and subcontractors receive the attached hazards information at the appropriate time and for keeping a record of when the information was provided. These records must be maintained for at least one year or the length of the contract, whichever is greater, and be available to the City of Vancouver on request.

Thank you for helping us provide a safe workplace for your employees and ours. If you have any questions about these requirements please do not hesitate to contact us.

Yours truly,

Project Manager/Contract Liaison

**Acknowledgement**

Name	Company	Date
------	---------	------

City of Vancouver, Engineering Services  
Transfer & Landfill Operations  
Mail to: 320-507 West Broadway  
Vancouver, British Columbia V5Z 0B4 Canada  
tel: 3-1-1, Outside Vancouver 604.873.7000 fax: 604.873.7200  
website: vancouver.ca/engsvcs/





# SUPPLY AGREEMENT

BETWEEN:

<🖨️ SUPPLIER NAME >

AND:

CITY OF VANCOUVER

RELATING TO SUPPLY OF TRANSPORTATION AND RECYCLING SERVICES  
FOR USED MATTRESS

DATED <🖨️ >

## SUPPLY AGREEMENT

THIS AGREEMENT is made as of <[ ]>

BETWEEN:

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

(hereinafter referred to as the "Supplier")

AND:

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

(hereinafter referred to as the "City")

WHEREAS the Supplier is in the business of providing used mattress recycling services / providing transportation services for used mattresses;

AND WHEREAS the City wishes to procure used mattress recycling services / transportation services for used mattresses 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,

but does not include:

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- (iii) any information that is or becomes generally available to the public or to industry professionals (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this Agreement);
- (iv) any information that was available to the receiving Party on a non-confidential basis prior to disclosure by the disclosing Party;
- (v) any information that was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement or other duty of confidentiality with or to the disclosing Party or a member of the disclosing Party's Group or otherwise prohibited from disclosing the information to the receiving Party;
- (vi) any information that was known to the receiving Party before the information was disclosed to it by the disclosing Party or its Representatives and was not subject to a confidentiality agreement or other duty of confidentiality (including any obligation under this Agreement) with or to the disclosing Party or a member of the disclosing Party's Group;
- (vii) any information that the Parties agree in writing is not confidential or may be disclosed; and
- (viii) any information unrelated to this Agreement that is developed by or for the receiving Party independently of and without reference to the information disclosed by the disclosing Party;
- (h) "Consent" means an approval, clearance, registration, franchise, right, privilege, certification, quota, consent, permit, licence, qualification, filing, exemption, certificate or permission and any such other matter or authorization whatsoever, including any condition thereof, that is lawfully and necessarily required under any Law or from any Competent Authority in connection with the Supply or the Site;
- (i) "Contract Price" means the amounts payable (subject to and in accordance with the terms of this Agreement) by the City to the Supplier in return for the proper performance by the Supplier of its obligations under this Agreement, as detailed in Schedule B;
- (j) "Defect" means any part of the Supply (or omission therefrom) which is defective, deficient or incomplete or does not otherwise comply with the requirements of this Agreement;
- (k) "Documentation" means calculations, computer programs and other software, drawings, designs, plans, manuals, records, reports, documents, papers, photos, typographical arrangements, models, contract documents, deliverables, agreements, tender/enquiry documents, and all other materials in whatever form, including but not limited to tangible copies and electronic forms, supplied either by or on behalf of the Supplier or generated collaboratively by the Parties in the course of the provision of the Supply under this Agreement;
- (l) "Effective Date" has the meaning ascribed to such term in Section 2.1;
- (m) "Encumbrance" means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien or claim of lien (statutory or otherwise), easement, deemed or statutory trust, restrictive covenant, adverse claim, exception, reservation, right of occupation, any matter capable of registration against title, right of pre-emption, privilege or other encumbrance or third party right of any nature or any other

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arrangement or condition that, in substance, secures payment or performance of an obligation;

- (n) “Environmental Law” means any Law which imposes any obligations relating to:
- (i) the protection, management, conservation or restoration of the natural environment;
  - (ii) reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any presence or Release, or the threat of the same, of Hazardous Substances; and
  - (iii) the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling and the like of Hazardous Substances, including those pertaining to occupational health and safety.
- (o) “Force Majeure” means, exhaustively, any:
- (i) war, hostilities (whether war is declared or not), invasion, act of foreign enemies;
  - (ii) rebellion, terrorism (or threat of terrorism), revolution, insurrection, military or usurped power or civil war;
  - (iii) riot, civil commotion or disorder, strike or lockout by persons other than the Supplier’s personnel and other employees, Subcontractors or any other person for whom the Supplier is responsible;
  - (iv) natural catastrophe such as an earthquake, forest fire, landslide or flood; or
  - (v) change in Law or action by a Competent Authority, which makes it illegal or impossible for either Party to perform its obligations under this Agreement;
- (p) “Good Industry Practice” means, in relation to the Supply or the performance of any other obligation under this Agreement, the practices, and the application of the skill, care, diligence, prudence and foresight, which would reasonably and ordinarily be expected from a skilled and experienced international contractor carrying out or procuring equivalent services of similar type, scope and value, in the same or similar location and in similar circumstances to those pertaining to the Supplier;
- (q) “Group” means:
- (i) in respect of the Supplier, the group constituted from time to time by:
    - (A) the Supplier;
    - (B) all persons that directly or indirectly control or are controlled by the Supplier; and
    - (C) all persons that are directly or indirectly controlled by any person that directly or indirectly controls the Supplier; and
  - (ii) in respect of the City, the group constituted from time to time by:
    - (A) the City; and

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- (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) “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;
- (t) “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;
- (u) “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;
- (v) “Parties” means the City and the Supplier and “Party” means one of them or either of them, as the context requires;
- (w) “Permitted Purpose” has the meaning ascribed thereto in Section 15.3;
- (x) “Preferred Supplier” means a person named in Schedule F;
- (y) “Proposal” means the Supplier’s proposal dated <☞>, submitted by the Supplier to the City in response to the RFP;
- (z) “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;
- (aa) “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;
- (bb) “RFP” means the City’s Request for Proposal number PS20161419;
- (cc) “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.
- (dd) “Sales Tax” has the meaning ascribed to such term in Section 16.1;



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- (ee) “Site” means each of the worksites at which the Supply shall be performed, as shown in Schedule J and each other place where the Supply is performed;
- (ff) “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;
- (gg) “Supplier’s Manager” means a manager who at the relevant time carries such designation from the Supplier under, or in accordance with, ARTICLE 5;
- (hh) “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;
- (ii) “Taxes” means all taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Competent Authority, including:
  - (i) any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, harmonized sales, value added, severance, stamp, franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal property, ad valorem, transfer, licence, import, customs, profits, windfall profits, environmental, carbon, emissions, pollution, payroll, employment, employer health, pension plan, anti-dumping, countervailing, or excise tax, duty, import, levy, assessment, tariff or other charge;
  - (ii) all withholdings on amounts paid to or by the relevant person;
  - (iii) all statutory remittances, employment insurance premiums and social security or pension plan contributions or premiums and Canada pension plan contributions;
  - (iv) any fine, penalty, interest or addition to tax;
  - (v) any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency or fee; and
  - (vi) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law;
- (jj) “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;
- (kk) “Variation” has the meaning ascribed to such term in Section 3.8(a); and
- (ll) “WCA” means the *Workers Compensation Act* (British Columbia) and the regulations thereunder.

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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 ejusdem generis shall not apply;
- (d) each reference to a specific statute, regulation, law or any subordinate instrument or statutory or regulatory provision shall be construed as including any legal or regulatory provision which subsequently amends or replaces the same, and shall include any and all subordinate instruments, orders, rules, regulations and bylaws made thereunder or guidelines issued in respect thereof;
- (e) each reference to a writing means a writing that is hand-written, type-written, printed or electronically made, and which results in a permanent un-editable record; and
- (f) “control” when used to describe a relationship between one person and any other person, has the following meanings:
  - (i) a person controls a body corporate if securities of the body corporate to which are attached more than 50% of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
  - (ii) a person controls an unincorporated entity, other than a limited partnership, if more than 50% of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
  - (iii) the general partner of a limited partnership controls the limited partnership; and
  - (iv) a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity.

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1.4 Schedules

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

Schedule A	Scope of Goods and Services
Schedule B	Prices for Supply
Schedule C	Items to be provided by the City
Schedule D	Key Performance Indicators -
Schedule E	Time Schedule for Supply -
Schedule F	Preferred Suppliers - Intentionally Omitted
Schedule G	Project Budget - Intentionally Omitted
Schedule H	City Policies
Schedule I	Key Project Personnel -
Schedule J	Site
Schedule K	Form of Letter Agreement - Intentionally Omitted

**ARTICLE 2  
EFFECTIVENESS**

2.1 Effective Date

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

2.2 Term

- (a) Unless earlier terminated pursuant to ARTICLE 12 and subject to the below Section 2.2(b), this Agreement shall terminate on the third anniversary of the Effective Date or on such later date as the Parties may agree in writing.
- (b) Subject to termination pursuant to ARTICLE 12, but notwithstanding Section 2.2(a), the term of this Agreement may be extended for up to two successive one-year periods following the third anniversary of the Effective Date, at the option of the City, upon written notice from the City to the Supplier.
- (c) Notwithstanding the foregoing, if the City and the Supplier continue to deal with each other in respect of the subject matter of this Agreement following the expiry of this Agreement, without any additional or other written agreement in respect thereof, this Agreement shall be deemed to have been renewed on a month-to-month basis on the same terms and conditions as before the expiry of the Agreement and it may be cancelled without cause by either party on thirty (30) days’ prior written notice to the other.

**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.

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

### 3.4 Standards and Requirements

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

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

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

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3.5 Consents

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

3.6 Warranties

- (a) The Supplier warrants that the Supply shall be performed in accordance with this Agreement and to the best practice standards of diligence, skill, care and efficiency expected of a competent contractor performing work of a similar nature to the Supply.

3.7 Relationship Between the Parties

- (a) The Supplier in its provision of the Supply and its performance of its obligations under this Agreement shall at all times act as an independent contractor on its own account and shall have no authority to act as the City's agent unless expressly empowered to do so by the City. This Agreement shall not be deemed to create any relationship of partnership, agency, joint enterprise or other like relationship between the Parties, and the Supplier shall be solely responsible for all employment-related obligations in connection with its employees, its other Representatives and its Subcontractors and their employees.
- (b) The City 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), a time expressed in Schedule E (Time Schedule for Supply) or the items expressed in Schedule D (Specific Deliverables), shall constitute a "Variation" and shall be governed by and subject to this Section 3.8.
- (b) During the term of this Agreement, the City may at any time effect a Variation by notice in writing to the Supplier, and the Supplier shall not be entitled to refuse to implement any Variation unless the carrying out of such Variation would contravene any Law (in which case the Supplier shall promptly give notice to the City).
- (c) If the Supplier is of the opinion that a Variation justifies an increase to the Contract Price or a change to any of the Time(s) for Completion, the Supplier must, as a condition to being entitled to any such increase to the Contract Price or change to the Time(s) for Completion, no later than 10 Business Days after the City gives notice of the Variation, submit a claim to the City which sets out the Supplier's assessment of the impact the Variation should have on the Contract Price due for such Supply and on the Time(s) for Completion for such Supply, and thereafter:
  - (i) the City shall consider that claim as soon as possible and may request the Supplier to supply such further evidence as is reasonably required to confirm the details of such claim (and, as soon as practicable after such further evidence is available to it, the Supplier shall provide it to the City); and
  - (ii) within ten Business Days after the receipt of all the information requested by the City, the Supplier and the City shall meet in order to agree any variations to the Contract Price for such Supply or the Time(s) for Completion for such

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Supply, and corresponding changes to Schedule G (Project Budget), as necessary, which such agreement must be evidenced in writing.

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

3.9 Tests; Defects and Acceptance

- (a) If a Defect appears 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.

ARTICLE 4  
PREFERRED SUPPLIERS

4.1 Procurement of Supplies

Intentionally Omitted.

ARTICLE 5  
CONTRACT MANAGERS

5.1 City's Managers

- (a) The City hereby designates each of <img alt="redacted" data-bbox="515 728 535 743"> and <img alt="redacted" data-bbox="595 728 615 743"> 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 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, unless it is later ratified by the City. 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.

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- (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 <☐> and <☐> 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 to either of them shall be deemed to be valid and effective.
- (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 individual, from time to time, each at its own discretion, through notice to the other Party. In the case of the Supplier, any such designation or removal must be in writing to the City.

### ARTICLE 6 SUPPLIERS' WARRANTIES AND COVENANTS

#### 6.1 General Representations and Warranties

The Supplier represents and warrants that:

- (a) the Supplier has the full right, power, and authority to enter into this Agreement and to perform the Supply;
- (b) the Supplier is a <☐> duly organized, validly existing and in good standing under the laws of <☐> and is lawfully authorized to do business in the Province of British Columbia;
- (c) the Supplier is not a party to or bound by any agreement (written or oral), indenture, instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement does or shall constitute or result in a violation or breach;
- (d) If the Supplier is performing any work in the City of Vancouver the Supplier has a valid City of Vancouver business license or a Metro West Inter-Municipal business license that applies to all of the Supply;
- (e) all statements made by the Supplier in its Proposal are true and accurate;
- (f) the Supplier is fully experienced in the design and management of projects or works of a similar scope, purpose, complexity, size and technical sophistication as the Supply;
- (g) the Supplier possesses a level of skill and expertise commensurate with Good Industry Practice, which it shall utilize in the performance of its obligations under this Agreement;

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- (h) the Supplier understands that the City is relying upon the skill, judgment and expertise of the Supplier and its Subcontractors (if any) in the carrying out of the Supply and the co-ordination and planning thereof;
- (i) the Supplier's and any Subcontractors' employees are accredited to carry out the relevant portions of the Supply to the extent required by applicable Laws and all of them are appropriately skilled, competent and experienced and possess relevant qualifications having regard to the nature and extent of the Supply and the Sites;

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

The Supplier shall:

- (a) in the provision of the Supply, comply at all times with the OHS Requirements and take all reasonably necessary steps to ensure similar compliance from its Representatives and its Subcontractors, if any;
- (b) if the Supply involves any type of manual labour, prior to their attendance at any Site, deliver to each of its Representatives and each of its Subcontractors, if any, and to their employees, if applicable, copies of the OHS Requirements relevant to the Site;
- (c) at all times take all reasonable precautions to maintain the health and safety of workers;
- (d) be at all times registered and in good standing with the relevant workers' compensation insurance Competent Authorities, and provide to the City copies of any notices, correspondence or directions issued by any government or Competent Authority relating to workplace-related employment, human rights, labour, immigration policy, health, safety or environmental matters within 24 hours of the Supplier's receipt of such notice, correspondence or direction;
- (e) appoint a qualified health and safety coordinator to ensure coordination of health and safety activities in the provision of the Supply;
- (f) report (with full details) any accident, injury, illness or other incident relating to workplace health and safety or the environment to the City as soon as reasonably practicable, investigate the accident, injury, illness or other incident reasonably thoroughly (and in any event in accordance with any applicable OHS Requirements) and promptly report to the City the results of each such investigation;
- (g) maintain such records and make such reports concerning health, safety and welfare of persons, and damage to property, or the natural, physical or biological environment, as the City may reasonably require; and
- (h) to the extent a "prime contractor", as defined in the WCA, is not already designated by the City for any portion of a Site, be and act as the prime contractor, and 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.

## 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;



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- (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;
- (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

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

**6.6 Covenants Against Encumbrances**

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

**6.7 Absence of Conflicts of Interest**

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

**ARTICLE 7  
PERSONNEL**

**7.1 Separate Personnel**

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

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7.2 Changes in Personnel

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

7.3 Key Project Personnel

- (a) Where there are Key Project Personnel the Supplier shall:
- (i) use best endeavours to retain Key Project Personnel for the duration of the provision of the Supply;
  - (ii) take reasonable steps to ensure that Key Project Personnel dedicate their time fully to the Supply (unless otherwise agreed or approved by the City in writing);
  - (iii) promptly inform the City should any of the Key Project Personnel leave, or give notice of an intention to leave the Supplier, and obtain a substitute or substitutes;
  - (iv) not reassign or allow the reassignment of the Key Project Personnel to other projects during the term of this Agreement without the City's prior written consent (such consent not to be unreasonably withheld or delayed); and
  - (v) take all reasonable steps to ensure that the Key Project Personnel perform their roles and responsibilities in accordance with any organisational structure agreed in writing between the Parties.
- (b) If:
- (i) the Supplier wishes to reassign or to replace an individual designated as Key Project Personnel; or
  - (ii) an individual designated as Key Project Personnel gives notice of his or her intention to leave or is otherwise no longer able to perform the duties, including for reasons of illness, injury or personal hardship,
- the Supplier shall provide a substitute with experience and qualifications equivalent or greater than the Key Project Personnel to be replaced, and shall provide documentation to the City to establish such experience and qualifications.
- (c) Key Project Personnel who are reassigned to other work shall, to the extent possible, remain available to the project team until completion of the Supply.
- (d) All the Supplier's Key Project Personnel must be fluent in both spoken and written English, except as may be agreed to the contrary between the City and Supplier in relation to specific individuals or positions to be filled from time to time.

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ARTICLE 8  
REPORTING

8.1 Progress Reports

- (a) Monthly reports shall be prepared by the Processor and submitted to the City in Microsoft Excel format, as approved by the City, within fifteen days after the last day of the month to which it relates. Annual reporting for Suppliers shall be prepared and submitted by January 31 of each year.
- (b) Each such progress report shall include (as a minimum):
  - (i) Monthly Reporting for recyclers should include:
    - A. listing of loads received in chronological order of date;
    - B. source of load (VTS, VL, Vancouver Sanitation Services);
    - C. ticket number;
    - D. number of mattresses processed; and
    - E. number of mattresses rejected (if any) with reason(s) for rejection.
  - (ii) Annual Reporting for recyclers should include:
    - A. total loads received by source;
    - B. total mattresses processed by source;
    - C. total mattresses rejected by source; and
    - D. Recycling Rate diversion statistics (% of materials recycled vs disposed of through landfill and waste to energy facility) for the facility.
    - E. listing of destinations and quantities for materials generated from the recycling of mattresses.
  - (iii) Annual Reporting for Haulers should include:
    - A. Container inspection and maintenance reports in conformance with WorkSafeBC regulations for each container used in the Supply.

8.2 Assistance regarding Reporting Requirements

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

8.3 Other Reports

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

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ARTICLE 9  
PAYMENT; AUDITS

9.1 Payment to the Supplier

- (a) Subject to ARTICLE 12 and Section 9.3, the City shall pay the Supplier for the Supply in accordance with Schedule B (Prices for Supply), following the receipt of invoices prepared and delivered in accordance with Section 9.2(b) and Section 9.3.
- (b) If any lien claim based on the provisions of the *Builders Lien Act* (British Columbia) relating directly or indirectly to this Agreement exists at any time, the Supplier agrees to immediately take all steps and do all things necessary or required to remove, cancel and dismiss such lien and until such lien is removed, cancelled or dismissed (as appropriate, to the satisfaction of the City), 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.
- (c) 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.
- (d) The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of Schedule B (Prices for Supply) and to have obtained all information and to have taken into account all circumstances, risks and other contingencies that may affect the cost of performing the Supply (including any circumstances, risks or contingencies that a contractor exercising Good Industry Practice would typically expect to encounter) and any other obligation under this Agreement. The Supplier shall not be entitled to any additional compensation beyond the Contract Price (including without limitation for escalation in the prices of goods, materials and labour) except as otherwise expressly stated in this Agreement.
- (e) 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.
- (f) <del>Following the [●] anniversary of the Effective Date, price escalation may be negotiated and will be based on identified key cost components, their associated percentage of the Supplier's cost structure and the formula proposed by the Supplier and accepted by both parties.>

9.2 Purchase Orders; Content of 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) Each of the Supplier's invoices shall set out, as a minimum (and in such form or format as required by the City):
  - (i) the City purchase order number(s) relating to the particular Supply to which the invoice relates;
  - (ii) an itemized list of the amounts owing;

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- (iii) the invoice date and 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 and details of any applicable taxes;
  - (vi) all supporting documentation relating to disbursements;
  - (vii) the name of the City staff person responsible for approving payments; and
  - (viii) such other information as the City may require from time to time.
- (c) Any terms or conditions proposed by the Supplier to govern the Supply that are contained in any invoice (or in any shipping document, packing list or similar document) are void and of no effect, notwithstanding any statement in such document concerning the means by which the City may accept or be deemed to accept such terms or conditions.

### 9.3 Procedure for Invoices

- (a) The Supplier shall address each of its invoices to the City, Attention: Accounts Payable, and email it to [APIInvoice@vancouver.ca](mailto:APIInvoice@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 City expects to make payments by electronic funds transfer and the Supplier shall provide banking information to the City to enable it to do so.

### 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;

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

**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

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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:
- (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.



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- (b) Nothing in this Section 11.1 nor otherwise in this Agreement shall limit or exclude any direct liability (whether in contract, tort, for breach of statutory duty or any other legal basis) of the Supplier to any person, including without limitation any liability for:
  - (i) the Supplier's default hereunder or fraud, fraudulent misrepresentation or reckless misconduct in the provision of the Supply; or
  - (ii) any loss or damage flowing from the termination of this Agreement.
- (c) The Supplier appoints the City as the trustee of the Other City Entities and of their and the City's officials, officers, employees and agents in relation to the covenants of indemnification of the Supplier contained in this Section 11.1 and the City accepts such appointment.

**11.2 Contamination of Lands**

Intentionally Omitted.

**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 defence, dispute, compromise or appeal of any claim (or of any incidental negotiations) to which Section 11.3(a) applies. On receipt of such notice the Supplier shall promptly take all steps necessary to transfer the conduct of such claim to the person entitled to indemnification, and shall provide to the person entitled to indemnification all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim;
- (e) if the Supplier pays to the person entitled to indemnification an amount in respect of an indemnity and the person entitled to indemnification subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the claim under the indemnity, the person entitled to indemnification shall forthwith repay to the Supplier whichever is the lesser of:
- (i) an amount equal to the sum recovered (or the value of the saving or benefit obtained) less any out-of-pocket costs and expenses (including legal expenses) properly incurred by the person entitled to indemnification in recovering the same; and
  - (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 legally authorized to conduct business in British Columbia, during the term of this Agreement and for a period of five years afterwards, commercial general liability insurance with coverage of not less than \$5,000,000 per occurrence and at least \$5,000,000 of annual aggregate coverage endorsing the City as

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an additional insured on a primary and non-contributory basis and providing a waiver of subrogation in favour of the City.

- (b) All Risk (Broad Form) insurance on property of every description and kind owned by the Operator or for which the Operator is legally liable or installed by or on behalf of the Operator (and which is located in the Facility), including without limitation the Improvement, all materials, equipment and machinery, labour and supplies of any nature whatsoever, work in progress, furniture, fittings, installations, alterations, additions, partitions, fixtures, and trade fixtures within the Facility or while in transit or while in offsite storage in an amount not less than the full replacement cost thereof. The City of Vancouver will be added as named insured and loss payee for their interests. Such insurance shall contain a waiver of subrogation clause in favour of the City, its officials, officers, employees and agents;
- (c) All Risk (Broad Form) Tenant's Legal Liability insurance for an amount not less than \$250,000, such coverage to include the activities and operations conducted by the Operator and third parties in the Facility;
- (d) Automobile Liability Insurance with limits of not less than Five Million (\$5,000,000) dollars to be carried at all times on all licensed vehicles owned or leased by the Contractor, protecting the Contractor against damages from bodily injury (including death), and from claims for property damage arising out of operations of the Contractor, its employees or agents;
- (e) The Supplier shall ensure that any Subcontractors also maintain the same insurance as the Supplier, having regard to the obligations under this Agreement which they are contracted to fulfil.
- (f) The Supplier's liabilities under this agreement shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Section 11.4(a).
- (g) The cost of the insurances arising under this Section 11.4 shall be deemed to be incorporated into the prices specified in Schedule B.
- (h) As a condition precedent to any payment from the City to the Supplier under this Agreement, and as and when reasonably requested by the City, the Supplier shall provide documentary evidence (to the reasonable satisfaction of the City, including by completing the City's standard reporting documents used for this purpose) that the insurances required by this Section 11.4 have been taken out and are being maintained.

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

**12.1 Force Majeure**

- (a) Neither Party shall be deemed to be in breach of this Agreement or otherwise liable to the other Party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement reasonably due to Force Majeure.
- (b) If either Party's performance of its obligations under this Agreement is affected by an event of Force Majeure, then:
  - (i) it shall give written notice to the other Party, specifying the nature and extent of the event of Force Majeure, within ten days after becoming aware of the event of Force Majeure;

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- (ii) performance of such obligation(s) shall be deemed suspended but only for a period equal to the delay reasonably caused by such event;
  - (iii) it shall not be entitled to payment from the other Party in respect of extra costs and expenses incurred by virtue of the event of Force Majeure;
  - (iv) the Time(s) for Completion shall be extended to take into account such delay; and
  - (v) within five days of the cessation of any Force Majeure event, the Party affected thereby shall submit a written notice to the other Party, specifying the actual duration of the delay of its obligations caused by the event of Force Majeure and the consequences resulting from such delay, and submit a specific plan to minimize and mitigate those consequences.
- (c) The affected Party shall use all reasonable diligence in accordance with Good Industry Practice to mitigate the cause and the result of an event of Force Majeure and to remedy the situation and resume its obligations under this 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 14 days, the City may terminate this Agreement upon notice delivered to the Supplier at any time following the expiration of such period of 14 days.

## 12.2 City Suspension and Termination Rights

The City shall have the following rights:

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

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enters into any arrangement for the benefit of its creditors, becomes the subject of any moratorium or carries on business under a receiver, trustee, manager or arrangement for the benefit of its creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events; or

- (ii) a Change in Control of the Supplier occurs and the City reasonably considers that the Change in Control shall substantively affect the Supplier's ability to perform its obligations under this Agreement.

### 12.3 Supplier Termination Rights

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

- (a) 90 days after the due date for payment of an invoice, it has not received payment of that part which has not by that time been contested in writing by the City and provided always that:
  - (i) the Supplier has issued a notice of reminder to the City following the due date for payment in relation to such unpaid sum; and
  - (ii) the termination notice may not be issued until the expiry of 30 days following the issue of such reminder notice; or
- (b) the City commits any material or persistent breach(es) of its obligations under this Agreement which render(s) performance by the Supplier of its obligations under this Agreement or a substantial part thereof impossible or significantly adversely affect(s) such performance of this Agreement as a whole and further which, remain(s) irremediable after 60 days.

### 12.4 Consequences of Termination

The following consequences shall apply upon a termination:

- (a) On termination of this Agreement for any reason, the Supplier shall, as soon as reasonably practicable:
  - (i) deliver to the City all work and Documentation produced by or on behalf of the Supplier during the course of performing the Supply;
  - (ii) return (or destroy if otherwise directed by the City in writing) all Confidential Information provided to it for the purposes of this Agreement;
  - (iii) return all of the City's Site access cards, equipment and other items provided under this Agreement, failing which, the City may enter the relevant premises and take possession thereof, and, until any such access cards, equipment and other items have been returned or repossessed, the Supplier shall be solely responsible for its or their safe-keeping;
  - (iv) if so requested by the City, take reasonable steps to assign any Subcontractor contracts to the City and do all things and execute all documents necessary to give effect thereto; and

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- (v) otherwise comply with all reasonable requirements of the City arising from the cessation of the Supply or the continuing development of the Site.
- (b) The Supplier shall be entitled to be paid its reasonable properly incurred costs of compliance with Section 12.4(a) and its reasonable demobilization costs, up to a maximum of \$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).

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

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

**ARTICLE 13  
ASSIGNMENT AND SUBCONTRACTING**

**13.1 Assignment**

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

**13.2 Subcontracting**

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

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- (f) The Supplier shall be responsible for the acts, defaults or neglect or any omission of each Subcontractor, its employees and agents in all respects as if they were the acts and defaults or neglect or omission of the Supplier its employees or agents themselves.

**ARTICLE 14  
INTELLECTUAL PROPERTY**

**14.1 Assignment**

Intentionally Omitted.

**ARTICLE 15  
PRIVACY; CONFIDENTIALITY**

**15.1 Freedom of Information and Protection of Privacy Act**

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

**15.2 No Promotion**

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

**15.3 Confidentiality Obligations**

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

**15.4 Disclosure to Representatives**

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

**15.5 Disclosures Required by Law**

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

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15.6 Other Disclosures by the City

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

15.7 Interpretation; Enforcement and Survival

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

ARTICLE 16  
TAXES

16.1 Taxes for Own Accounts

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

16.2 Withholding Taxes

- (a) Notwithstanding any other provision to the contrary, if the City determines that it is necessary to satisfy its obligations under any Law relating to Taxes, the City may:
  - (i) withhold an amount from a payment made to the Supplier; and
  - (ii) pay the withheld amount directly to the relevant Competent Authority.
- (b) If an amount withheld in accordance with Section 16.2(a) is paid by the City to the relevant Competent Authority, it is deemed to have been paid to the Supplier on the date on which the remainder of the payment to which it relates was paid to the Supplier.
- (c) The Supplier agrees and acknowledges that it has no claim against the City for any amounts withheld and paid to the relevant Competent Authority in accordance with Section 16.2(a).



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- (d) If the City does not withhold an amount under Section 16.2(a) which it is required to withhold pursuant to any laws relating to Taxes, the Supplier agrees to pay that amount to the City, upon request by the City.
- (e) The Supplier agrees that the City shall not be required to increase any payment to the Supplier by the amount withheld by the City under Section 16.2(a)

**ARTICLE 17  
DISPUTE RESOLUTION**

**17.1 Optional Procedure**

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

**17.2 Arbitration**

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

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

**ARTICLE 18  
MISCELLANEOUS**

**18.1 Time of the Essence**

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

**18.2 Costs**

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

**18.3 Benefit of this Agreement**

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

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18.4 Entire Agreement

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

18.5 Amendments and Waiver

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

18.6 Notices

- (a) Any order, demand, notice or other similar communication to be given to a Party in connection with this Agreement must be given in writing and shall be deemed to be validly given if given by personal delivery to a City's Manager or a Supplier's Manager, as applicable, or delivered by registered mail, by courier or by electronic transmission (with delivery confirmation or receipt of a reply email effectively acknowledging delivery), 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 (including as designated in writing hereinbelow) at the relevant address or facsimile number listed below:

- (i) if to the Supplier:

<☐ Supplier Name>  
<☐ address>

Attention: <☐>  
Facsimile: <☐>  
Email: <☐>

- (ii) if to the City:

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

Attention: <☐>  
Facsimile: <☐>

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

- (b) Any order, demand, notice or other communication given (and, in the case of electronic transmission, confirmed or acknowledged) in accordance with Section 18.6(a) shall be conclusively deemed to have been given:

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- (i) if given by personal delivery, on the day of actual delivery thereof;
- (ii) if given by registered mail or courier, on the Business Day following confirmation by the postal service or the courier that the notice has been delivered; and
- (iii) if given by electronic transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

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

**18.7 Governing Law and Jurisdiction**

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

**18.8 Further Assurances**

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

**18.9 Severance**

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

**18.10 Counterparts**

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

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18.11 Independent Legal Advice

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

18.12 Electronic Execution

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

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

<☒ SUPPLIER NAME>

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name and Title

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name and Title

Date

CITY OF VANCOUVER

\_\_\_\_\_

Category Manager  
Supply Chain Management

\_\_\_\_\_

Date

\_\_\_\_\_

Chief Purchasing Official  
Supply Chain Management

\_\_\_\_\_

Date

\_\_\_\_\_

General Manager  
Engineering Services

\_\_\_\_\_

Date

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SCHEDULE A -  
SCOPE OF GOODS AND SERVICES

<The Scope of the Supplier's Supply, as finally negotiated and agreed, shall be clearly expressed in this Schedule A.>

<u>ITEM</u>	<u>DESCRIPTION</u>
<Name 1>	<Description 1.>
<Name 2>	<Description 2.>
<Name 3>	<Description 3.>

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SCHEDULE B -  
PRICES FOR SUPPLY

<u>ITEM</u>	<u>PRICE/UNIT</u>
<Name 1>	\$< > per < > [unit type]>
<Name 2>	\$< > per < > [unit type]>
<Name 3>	\$< > per < > [unit type]>
All obligations of the Supplier described in the Agreement and not specifically listed above in this table, or for which no separate price is given.	None. (The cost of the discharge of such Supplier obligations is included in the prices set forth above.)

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SCHEDULE C -  
ITEMS TO BE PROVIDED BY THE CITY

The City will provide the following:

- a) a covered area for receiving mattresses at the VTS;
- b) a partially covered area for receiving mattresses at the VL;
- c) staff and equipment to load mattresses into the containers; and
- d) a disposal location for non-recyclable mattresses (at the Landfill) and non-recyclable mattress components (at VTS & VL, depending on the nature of the materials).

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SCHEDULE D -  
KEY PERFORMANCE INDICATORS

To be negotiated and agreed between the parties.

SAMPLE



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SCHEDULE E -  
TIME SCHEDULE FOR SUPPLY

Hours of Operation:

Vancouver Landfill:  
Hours: 7:30 A.M. - 6:00 P.M.

Vancouver Transfer Station:  
Hours: 5:30 A.M. - 7:00 P.M.

Processing Supplier:

Hauling Supplier:

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SCHEDULE F -  
PREFERRED SUPPLIERS

Intentionally Omitted.

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SCHEDULE G -  
PROJECT BUDGET

Intentionally Omitted.

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SCHEDULE H -  
CITY POLICIES

1. The City's Supplier Code of Conduct referred to on page A-5 of the RFP.
2. VTS Site Safety Orientation provided as Appendix 13 to the RFP.
3. VL Site Safety Orientation provided as Appendix 14 to the RFP.

SAMPLE

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SCHEDULE I -  
KEY PROJECT PERSONNEL

Intentionally Omitted.

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SCHEDULE J -  
SITE

Vancouver Transfer Station located at 377 West Kent Avenue North in Vancouver,  
Vancouver Landfill, located at 5400 72nd Street in Delta.

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SCHEDULE K -  
FORM OF LETTER AGREEMENT

Intentionally Omitted.

SAMPLE