



## **REQUEST FOR PROPOSALS**

### **CONSULTANT FOR END USE PLANNING - VANCOUVER LANDFILL**

**RFP No. PS20200677**

**Issue Date: Friday, December 4, 2020**

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

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**SUMMARY**

The purpose of the RFP is to retain a Consultant to provide professional services to develop and implement a process to guide decisions on identifying the most suitable end use options for the Vancouver Landfill (Landfill), primarily through stakeholder engagement supported by evaluation and feasibility analysis.

**PART A – INFORMATION AND INSTRUCTIONS**

**1.0 THE RFP**

- 1.1 Except where expressly stated otherwise in Appendix 1 of Part C of the Request for Proposals (“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 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.
- 1.3 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 8.0 below, among others.
- 1.4 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 Part C - Form of Proposal.
- 1.5 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.
- 1.6 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 - SCOPE OF WORK:** 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.
  - (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.

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**2.0 KEY DATES**

2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for submission of Information Meeting registration form (Appendix 1 to this Part A)	Monday, January 11, 2021 at 3pm
Webex Online Information Meeting	Wednesday, January 13, 2021 commencing at 10am and ending at 11am. A meeting invite will be sent to Proponents who submit the Information Meeting registration form (Appendix 1 to this Part A)
Deadline for Enquiries	3:00pm on Thursday, January 21, 2021
Closing Time	3:00pm on Thursday, January 28, 2021

2.2 All references to time in the RFP are references to the time in the City of Vancouver, as indicated in the electronic timestamp the Proposal receives upon delivery to the email address specified herein, which is in turn synchronized to Network Time Protocol (NTP) provided by the National Research Council of Canada adjusted to local Pacific Time Zone.

**3.0 CONTACT PERSON**

3.1 All enquiries regarding the RFP must be addressed to:

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

3.2 All enquiries must be made in writing and are to be directed only to the above contact person. In-person or telephone enquiries are not permitted. Any communication from potential Proponents to City staff other than the contact person regarding the content of this RFP may lead to disqualification of the Proponent from this RFP process, at the City's sole discretion.

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 by email in accordance with the following:

- Subject of the file to be: PS20200677 - CONSULTANT FOR END USE PLANNING - VANCOUVER LANDFILL - Vendor name.
- Document format for submissions:

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- RFP Part C in PDF format - 1 combined PDF file,
  - Appendix 3 (pricing tab) in Excel format, and;
  - Any other attachments if necessary
- Zip the files to reduce the size or email separately if needed.
  - Send your submissions to [Bids@vancouver.ca](mailto:Bids@vancouver.ca); do not deliver a physical copy to the City of Vancouver.
  - Submitting the files via Drop box, FTP, or similar programs, is not acceptable.
- 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 are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.6 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.
- 4.7 Unnecessarily elaborate Proposals are discouraged. Proposals should be limited to the items specified in Part C of the RFP.
- 4.8 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium for the purpose of responding 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.
- 4.9 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City’s sole discretion.
- 5.0 **CHANGES TO THE RFP AND FURTHER INFORMATION**
- 5.1 The City may amend the RFP or make additions to it at any time.
- 5.2 It is the sole responsibility of Proponents to check the City’s website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.
- 5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2.
- 5.4 An information meeting (the “**Information Meeting**”) will be held to enable Proponents to seek clarification with respect to any aspect of the RFP in a group forum. The details are as follows:

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Date: as specified in Section 2.1 above.

Time: as specified in Section 2.1 above.

Location: via Webex online

5.5 Potential Proponents are encouraged to read the RFP and submit any questions relating to the RFP to the Contact Person prior to the Information Meeting.

5.6 Potential Proponents interested in attending the Information Meeting should pre-register for the Information Meeting by completing and submitting the form contained in Appendix 1 to this Part A by e-mail to [brian.brennan@vancouver.ca](mailto:brian.brennan@vancouver.ca), on or before the time and date specified in Section 2.1 above.

5.7 The City will in good faith attempt to give accurate oral responses to questions posed during the Information Meeting but Proponents are advised that they may only rely on the written information contained herein or in documents posted to the City's website, as described in Section 5.1 above.

**6.0 PROPOSED TERM OF ENGAGEMENT**

6.1 The term of any Agreement is expected to be a one (1) year period, with two (2) possible one (1) year extensions, for a maximum total term of three (3) years.

**7.0 PRICING**

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

7.2 Prices must be quoted in Canadian currency and fixed prices must be quoted for the full term of the Proponent's proposed agreement.

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

**8.0 EVALUATION OF PROPOSALS**

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

8.2 The City currently intends that all Proposals submitted to it in accordance with the RFP 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:

Evaluation Criteria	Evaluation Weighting
Technical	65%
Financial	30%

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Sustainability (Environmental and/or Social)	5%
Total	100%

- 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 scope of work 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 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.
- 9.2 The City's Alcohol, Controlled Drugs and Medications Policy applies to all contractors doing work on behalf of the City and can be found at <https://policy.vancouver.ca/ADMIN011.pdf> . The policy is intended to set expectations regarding the use of alcohol, medication and

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controlled drugs that may render an employee unfit for work, impair performance or cause risk of harm to health and safety. The successful Proponent will be required to ensure compliance with the policy by its employees when doing work for the City.

**10.0 LIVING WAGE EMPLOYER**

- 10.1 Effective May 1, 2017, the City of Vancouver became a “Living Wage Employer”. As such, the City requires all firms that are contracted by the City to provide services on City-owned and leased properties to pay employees who perform those services on City property a Living Wage as calculated by the Living Wage for Families Campaign.

Please see the Living Wage for Families Campaign website for the current Living Wage for Vancouver:

[http://www.livingwageforfamilies.ca/living\\_wages\\_in\\_bc\\_and\\_canada](http://www.livingwageforfamilies.ca/living_wages_in_bc_and_canada)

The Living Wage includes the value of any non-mandatory benefits such as paid sick leave, employer-paid Medical Services Plan premiums and extended health benefits.

The Living Wage for Families has created a Living Wage Calculator to assist with the calculation of an employee’s hourly rate with benefits. The Living Wage Calculator can be found at the following website:

<http://www.livingwageforfamilies.ca/employers/living-wage-calculator/>

Proponents should refer to the Form of Agreement attached as Part D to this RFP for the specific requirements related to the Living Wage, which include:

- (a) paying the Living Wage to all employees who perform services pursuant to the Agreement on City property during the term of the Agreement; and
- (b) ensuring that all subcontractors pay the Living Wage to their employees who perform services on City property during the term of the Agreement.

Failure to comply with the Living Wage requirement will entitle the City to terminate the Agreement.

**11.0 CERTAIN APPLICABLE LEGISLATION**

- 11.1 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.
- 11.2 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.

**12.0 LEGAL TERMS AND CONDITIONS**

- 12.1 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

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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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APPENDIX 1 TO PART A



FINANCE RISK AND BUSINESS PLANNING

Supply Chain Management

**RE: REQUEST FOR PROPOSALS NO. PS20200677 CONSULTANT FOR END USE PLANNING - VANCOUVER LANDFILL**

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

Brian Brennan  
City of Vancouver  
Email: brian.brennan@vancouver.ca

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

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

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

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

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

Our company WILL ☐ / WILL NOT ☐ attend the information meeting for Request for Proposals No. PS20200677 CONSULTANT FOR END USE PLANNING - VANCOUVER LANDFILL.

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Date

## PART B – SCOPE OF WORK

The scope of work stated in this Part B (collectively, the “**Scope of Work**”) is current as of the date hereof, but may change or be refined in the course of the evaluation of Proposals or otherwise.

Unless otherwise stated, if, and wherever, the Scope of Work states 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 Scope of Work expresses 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.

## PART B – SCOPE OF WORK

### 1.0 INTRODUCTION

The purpose of the RFP is to retain a consultant, or consultant team, to provide professional services to develop and implement a process to guide decisions on identifying the most suitable end use options for the Vancouver Landfill (Landfill) in Delta, BC, primarily through stakeholder engagement supported by evaluation and feasibility analysis.

### 2.0 BACKGROUND

The Landfill is situated within the City of Delta and serves approximately 70% of the Metro Vancouver region. It has been in operation since 1966. Its existence and operations are authorized under provincial law and under the BC Ministry of Environment and Climate Change Strategy's (MOE) Operational Certificate (OC) and Metro Vancouver's Integrated Solid Waste and Resource Management Plan (ISWRMP) <http://www.metrovancouver.org/services/solid-waste/SolidWastePublications/ISWRMP.pdf>. Additional information about the Landfill can be found in the Landfill's annual report at <http://vancouver.ca/home-property-development/annual-reports-for-landfill-and-solid-waste-divisions.aspx>

The Landfill's "Operating Plan, Vancouver Landfill, Delta BC" (Operating Plan) and the "Design Plan, Vancouver Landfill, Delta, BC" (Design Plan) are broad plans which exist and evolve as regulatory requirements for Landfill operations and its progressive closure change. The Operating Plan and Design Plan are collectively referred to as "the Plans". The requirements of the Plans include without limitation, the Landfill's OC, Landfill Criteria for Municipal Solid Waste Second Edition and BC Landfill Gas Management Regulation. The Plans focus on a five-year period, including gas and leachate works, and provide an outline of how the Landfill will be filled through to the expiry of the legal agreements. The Plans must be reviewed and updated every five years with the next major update scheduled for submission to MOE in December 2023.

The Landfill's current filling sequence is shown below in Figure 1. At the end of 2019, approximately 105 ha of the total landfill area of 225 ha was closed, including the Western 40 Hectares (all but 2.4 ha which was completed in early 2020), and Phases 1, 2 and 3.

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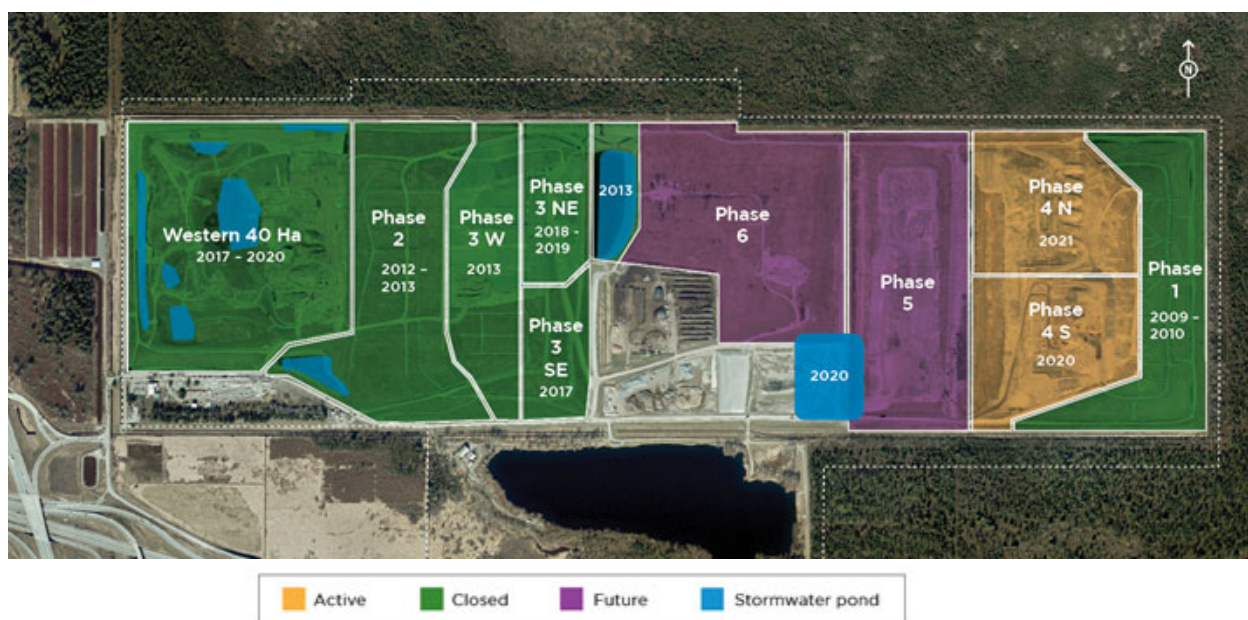


Figure 1 - Vancouver Landfill Filling Sequence

The operation and finances of the Landfill are subject to two legal agreements:

- (a) A tripartite agreement between City of Vancouver, City of Delta and Metro Vancouver; and
- (b) A host municipality agreement between City of Vancouver and City of Delta.

The tripartite agreement is to expire in 2037. The agreement between City of Vancouver and City of Delta is to expire December 31, 2036 or when the Landfill capacity limit of 20 million tonnes (from October 1, 1997) is reached, whichever is earlier. With the current rate of filling, the 20 million tonne limit could be reached by 2030.

The legal agreement between City of Vancouver and City of Delta commits the two parties to work together to plan the post-closure end use, henceforth referred to as “end use”, for the Landfill. This RFP is to provide services related to development of that end use plan.

In December 2019, Delta Mayor Harvie formally requested that the Landfill’s final crest be designed to be as flat as possible to facilitate a number of potential end use options. Future end use options could include park use, environmental buffer areas and active light industrial uses, as well as the possibility of supporting increased transit use and bus frequency and helping to facilitate the transition to electric buses.

Historically, there has been limited end use planning for the Landfill, beyond the development of a contour plan that could support a golf course, or active or passive use in 2003/4. In 2016, MOE accepted a closure plan for the Western 40 ha which was based on the resolution by Delta Council in November 2015 that the end use was to be as natural state as possible. The closure was designed and constructed accordingly and has undulating topography with a large

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stormwater retention pond and several small ones. Currently, there is neither public access to this area nor any public amenities to support park use.

Phases 1, 2 and 3 were closed to meet MOE requirements with no end use yet determined. Phase 4 is being built/closed per the Design Plan with the following changes:

- (a) Decreasing the grade of the top of Phases 4 and 5 from 6% to 4% to have a more usable area post-closure; and
- (b) Changing the drainage orientation from a crown in the middle, draining north-south, to two crowns, draining east-west.

The decision was also made to fill Phase 5 South ahead of Phase 5 North to facilitate directing clean stormwater to the new pond currently under construction with Phase 4 South closure.

A number of figures in the Design Plan that reference the final contours of Phases 4 and 5 are affected by these changes. The Phase 4 topographic plans have been updated during the closure design while the Phase 5 plans are being updated as part of another project. The design of Phase 5 closure is scheduled to begin in 2022. Closure construction is currently planned for 2024 for Phase 5S and 2027 for Phase 5N; however, closure timing is driven by the Landfill's filling plan.

### **3.0 PROJECT PURPOSE**

#### **3.1 Goal of the Project**

With the guidance of the Consultant, the City of Vancouver and City of Delta wish to jointly undertake a process to guide decisions on identifying the most suitable end use options for the Landfill primarily through stakeholder engagement supported by technical analysis. The end deliverable will be a report, referred to as the "End Use Plan", outlining the preferred approach(es) for end use of the Landfill post closure for City of Delta to utilize in their follow on public consultations. The final End Use Plan will need to be approved by both Vancouver and Delta City Councils.

#### **3.2 Desired Outcomes**

(a) *Informed Landfill Fill and Closure Planning*

As described in Section 2.0 – Background, the Landfill is undergoing progressive closure over its life. The End Use Plan will provide guidance to the City of Vancouver on design and construction requirements to support the long term plans for closure and final end use. As there are restrictions due to the nature of the Landfill (during operations and post-closure), these are to be identified by the Consultant, in collaboration with the Landfill staff.

(b) *Stakeholder Engagement*

Stakeholder involvement will be a key aspect of the assignment. Section 4.0 – Project Process identifies the Project Stakeholders. The Consultant will develop a process

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designed to bring the Project Stakeholders together towards a common goal. The process should include meetings, workshops and other processes as needed to:

- Identify the interests of the various Project Stakeholders, bringing them together in a shared vision for the end use of the Landfill once it is closed; and
- Develop guiding principles with clearly articulated goals and objectives to guide decisions on identifying the most suitable options for end use and their potential timing.

**(c) *Clear Direction***

The final End Use Plan will articulate recommended potential end use options based on the vision, guiding principles, goals and objectives developed within the project. The End Use Plan will be a report documenting the process and results of the stakeholder engagements, the end use options evaluation, the feasibility analysis, and the resulting recommendations of the most suitable end use options, their potential timing, and considerations for City of Delta to utilize in their public consultation around detailed planning and implementation of the Landfill's end use.

#### **4.0 PROJECT PROCESS**

With the guidance of the Consultant, the development of the End Use Plan for the Landfill will be jointly led by the City of Vancouver and City of Delta in consultation with Metro Vancouver and MOE, and as needed, other stakeholders. Public consultation is not included in the scope of work, and would be performed by the City of Delta in the future, at their discretion.

The Project Stakeholders are the City of Vancouver, City of Delta, Metro Vancouver and MOE. In addition, the following is a list of potential external Project Stakeholders:

- (a) Delta Farmers Institute
- (b) Burns Bog Ecological Conservancy Area Scientific Advisory Panel
- (c) Burns Bog Conservation Society
- (d) Agriculture Land Commission
- (e) TransLink/Coast Mountain Bus Company and BC Ministry of Transportation
- (f) Boundary Bay Airport

Internal project management will be performed by the City of Vancouver's Project Management Team. The Project Management Team is adequately resourced to manage the coordination and review process with the Project Stakeholders, and to assist the Consultant in prompting input and feedback from the Project Stakeholders.

#### **5.0 TEAM COMPOSITION**

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The Consultant must have extensive experience in leading collaborative and deliberative stakeholder processes including exceptional process design, facilitation, and turnkey delivery of consultation activities. Engagement and communication with the Project Stakeholders will be critical to ensure success in developing the End Use Plan. Meeting the goal and desired outcomes of this project depends on close collaboration between the City of Vancouver and City of Delta. The Consultant must have an expert in engagement and communications that can shape an innovative and thoughtful process, facilitate diverse forms of dialogue amongst parties with different opinions and interests, iterate and synthesize findings and results, and ensure appropriate feedback loops between the Project Stakeholders.

Requirements also include expertise in landfill design, operations, closure and post-closure activities to assess the technical feasibility of end use options.

The City of Vancouver recognizes that the Consultant may not have all of the required experience in house and proponents are encouraged to team with others as needed to provide a fully experienced and skilled team. The Consultant must identify the members of the core team that will have expertise, at a minimum, in:

- (a) Stakeholder engagement and consultation, including consensus building;
- (b) Urban planning;
- (c) Facilities planning;
- (d) Municipal solid waste (MSW) management in BC;
- (e) Landfill operations and landfill design;
- (f) Landfill closure system design and operations, including gas, leachate and stormwater systems;
- (g) Landfill end use planning;
- (h) Landscape architecture;
- (i) Wetland and bog biology;
- (j) Ecological restoration; and
- (k) Civil engineering (Environmental, Geotechnical, Municipal, Structural, Transportation, Water Resources).

## **6.0 WORK PLAN**

Proponents are encouraged to critically review the project considerations and work plan as outlined below, and propose alternative or innovative approaches where appropriate and beneficial for the project process or outcome. The tasks in this section outline a basic level of effort required to complete the Proponent's Work Plan proposal, and are not required to be performed in the order they are presented. Proponents are encouraged to include additional details and tasks where needed to ensure success in meeting the Project Purpose. If alternative or optional items are proposed, these should be clearly included in the Appendix 3 – Commercial Proposal.

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Note that the work plan section below includes only suggested engagement milestones. Recommended engagement timing within each phase should be identified in the proposal response. Proponents should provide information on engagements throughout their proposed Work Plan, rather than as a stand-alone section of their proposals.

Public stakeholder engagement is out of scope. To clarify, where Project Stakeholder groups, such as the City of Vancouver and City of Delta, are mentioned, these pertain to staff of that organization, not the general public.

The Work Plan is to detail the workshops, meetings, and activities to meet the objectives within this section. The Work Plan is to include details of:

- (a) The number of engagements, durations, and with what groups;
- (b) The structure and purpose of each engagement;
- (c) The specific engagement methodology and activities that will align with the project phases;
- (d) Engagement touchpoints that allow enough time to review and integrate feedback into project decision-points;
- (e) The process for tracking and documenting each engagement activity and feedback and how they influence decisions;
- (f) The deliverables to be produced from each engagement, if any;
- (g) The activities performed between each engagement;
- (h) A finalized Project Schedule (updated from the proposal) including the identification of key milestones and engagements;
- (i) The approximate hours and billing for each phase; and
- (j) A description of the content for the final End Use Plan.

The purpose of the Work Plan is to finalize the approach to meeting the requirements of the identified project tasks and any tasks and work not identified herein which the Proponent includes in their proposal. The Work Plan will also provide the Project Management Team with an understanding of the Proponent's approach to completing the work, and provide feedback on any concerns.

The Work Plan is to be updated at the end of each phase, as the Consultant may desire to recalibrate their approach from new information.

## **PROJECT MANAGEMENT**

### **6.1 Consultant Kick Off**

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After Contract Execution, the initial meeting(s) will formally initiate or “kick off” the project for the Consultant, Project Management Team and other Project Stakeholders, as selected. Additional meetings will be aimed at introducing the Work Plan to Project Stakeholders, outside of the City of Vancouver’s Project Management Team. Some discussion may lead to fine-tuning of the Work Plan. These meeting(s) will be aimed at:

- (a) Confirming the overall project intent and discussing key driving factors and key desired outcomes;
- (b) Getting to know the site and its context;
- (c) Confirming key project personnel, including core and supporting teams, roles and responsibilities; and
- (d) Discussing project approach, engagement process, project governance and other information that will guide the fine-tuning of the Work Plan.

## **6.2 Project Information Repository**

For the duration of the project, the Consultant will maintain a project website or ftp site with limited access with all relevant project information. The purpose of this repository is primarily for distributing files to the Project Management Team and other Project Stakeholders that are involved. All information will be provided in a suitably filed electronic format.

## **6.3 Decision Log**

For the duration of the project, the Consultant will maintain a decision log to capture decisions made and direction provided throughout the project. The log will capture what decisions were made, by whom, and with what organization they are from and will become part of the end deliverable.

## **6.4 Health and Safety**

When visiting the Landfill, the Consultant will comply with all aspects of the City of Vancouver health and safety and security programs.

The Consultant shall be responsible for the health and safety of all the Consultants and Sub-contractors’ staff that report to it, either directly or indirectly when working on or around the Landfill. The Consultant and its sub-Contractors are required to be chaperoned by Landfill staff at the Landfill. Landfill staff will provide support and advise the Consultant in the event of emergency. All personnel under the Consultant and its sub-Contractors prior to visiting the Landfill shall read and understand, and complete orientations, the documents attached:

- (a) Transfer & Landfill Operations (TLO) Branch Site Safety Orientation/Agreement;
- (b) Landfill Owner’s Known List of Workplace Hazards; and
- (c) TLO Contractor Absolutes.

## **PHASE 1 – VISION DEVELOPMENT, CONSENSUS BUILDING AND OPTIONS EVALUATION**

### **6.5 Task 1.1 – Opportunities, Challenges and Constraints**

The Consultant will identify and diagram key opportunities, challenges and constraints based on site assessment and analysis. This will include an analysis of the relationship (including an understanding of the interdependencies and overlap) between opportunities, challenges and constraints to support future work in defining the vision and guiding principles.

### **6.6 Task 1.2 – Develop a Draft Vision, Principles, Goals and Objectives**

The Consultant will lead engagements with staff from City of Vancouver, City of Delta, Metro Vancouver, MOE and other Project Stakeholders to:

- (a) Identify the interests of the various Project Stakeholders and bring them together in a shared vision for the Landfill once it is closed; and
- (b) Develop guiding principles with clearly articulated goals and objectives to guide decisions on identifying the most suitable options for end use and their potential timing.

Consensus building between the City of Vancouver and City of Delta is expected to require the greatest effort as these two parties have the highest interest in the Landfill's end use. The City of Vancouver will be operating the Landfill until closure and is responsible for post-closure activities relating to the cover system, settlement, and management of landfill gas, leachate and stormwater for a minimum of 30 years as regulated by MOE. The City of Delta will take ownership of the land, and its development to serve their municipality is an opportunity of great importance.

### **6.7 Task 1.3 – Workshop with Delta and Vancouver City Councils**

The Consultant will lead a workshop with the Delta and Vancouver City Councils. This can be used as an opportunity for direct feedback from the Councils for the previous completed tasks, and to identify any important considerations to be used in future tasks.

### **6.8 Task 1.4 – Confirm Vision, Principles, Goals and Objectives**

Following the workshop with Delta and Vancouver City Councils, the Consultant will refine and finalize the vision, guiding principles, goals and objectives based on input and feedback received from the Councils.

### **6.9 Task 1.5 – Establish Evaluation Framework**

Using the established vision, guiding principles, goals and objectives, the Consultant will lead the development of the 'evaluation framework' for reviewing end use options for the End Use Plan.

### **6.10 Task 1.6 – Undertake an End Use Options Needs Assessment**

The Consultant is to undertake a needs assessment for future end use options. This work is high level only for citing considerations in the End Use Plan. This work may reveal needs that may

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restrict the location of the end use options in the Landfill or significant infrastructure needs, both on and off-site, that could impact the desirability of an end use option. Current zoning and their potential change is also to be considered.

**6.11 Task 1.7 – End Use Options**

The Consultant will lead engagements with staff from City of Vancouver and City of Delta to identify end use options, or facilities, and determine the agreed options to be evaluated using the evaluation framework. The Consultant will document all end use options brought forth during the meetings and workshops.

The following end use options have been identified as possibilities:

- (a) Natural state
- (b) Park and/or recreational uses
- (c) Environmental buffer areas around the perimeter
- (d) Active light industrial uses, including recycling and waste diversion infrastructure and green energy opportunities
- (e) Temporary vehicle storage in support for increased transit use and bus frequency along the Highway 99 corridor in future and help in facilitation of the transition to battery electric buses
- (f) Industrial use, such as container storage or parking
- (g) Solar panels
- (h) Carbon sequestration opportunities, such as planting trees

Additional end use options, to the above, may be brought forth during the engagements.

**6.12 Task 1.8 – Draft End Use Options for Council Feedback**

The Consultant will provide a list of end use options, developed in the previous task, for presentation to the City of Delta Council for their feedback. Each end use option is to have a brief description, where necessary, to ensure clarity to the City of Delta Council. The City of Delta Council may omit or add end use options in this list prior to proceeding to the next task. The Consultant should consider time and effort in their proposal for answering inquiries.

**6.13 Task 1.9 – Evaluate End Use Options Using the Evaluation Framework**

Using the approved evaluation framework, the Consultant will lead the evaluations of each end use option to highlight the benefits and trade-offs. The result will be the Shortlisted Potential End Use Options.

**6.14 Phase 1 Deliverables will include:**

- (a) Meeting Agendas and Minutes

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- (b) Engagement Agendas and Materials
- (c) A suitable document articulating:
  - Stakeholder engagement process and results
  - Stakeholder feedback and how it was addressed
  - Decision Log
  - Opportunities, Challenges and Constraints Assessment
  - Vision, Guiding Principles, Goals and Objectives
  - Evaluation Framework
  - End Use Options Needs Assessment
  - End Use Options
  - Shortlisted Potential End Use Options
- (d) Updated Work Plan, as necessary

**6.15 Task 1.10 - Phase 1 Review**

The Project Management Team will coordinate reviews of the Phase 1 deliverables, and provide feedback. The Consultant should consider time and effort in their proposal for answering inquiries, and potentially revising their deliverables.

**PHASE 2 – FEASIBILITY ANALYSIS**

**6.16 Task 2.1 – Feasibility Analysis**

For the Shortlisted Potential End Use Options identified, the Consultant will prepare a feasibility analysis. This analysis is to further refine the Shortlisted Potential End Use Options into the Recommended Potential End Use Options for the End Use Plan. The feasibility analysis is to consider:

- (a) Technical and Operational:
  - Ongoing operations, including site access, and emergency response
  - Worker and public health and safety risks and controls
  - Rate of fill, fill grades, fill phases and closure dates
  - Post-closure care activities
  - Construction activities
  - Stormwater management
  - Leachate management
  - Groundwater and surface water monitoring
  - Landfill gas management
  - Maintaining cover system integrity
  - Erosion and sediment control
  - Settlement

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- Vegetation and wildlife
  - Utility and infrastructure requirements on and off-site
  - Suitability of the end use option to a specific area(s) of the Landfill
  - Approximate dimensions of footprint for land needs
  - Ability to significantly separate end use areas from ongoing Landfill activities
  - Possible timing of implementation and ability for phasing
  - Other considerations as identified
- (b) Preliminary Implementation Plans and Timelines:
- Regulatory approval processes, requirements, costs, risks and expected timelines for approvals such as (as applicable):
    - Transfer of land ownership from City of Vancouver to City of Delta;
    - MOE approval of closure plans and post-closure land use;
    - MOE Contaminated Sites Regulation that may apply during the closure of the Landfill to ensure closed areas are suitable for proposed end uses;
    - Amendments to the Landfill OC;
    - Integration with TransLink infrastructure; and
    - Rezoning, development and building.
  - Early access to closed areas within the Landfill site
  - Public process and stakeholder engagement (as applicable)
  - Reporting to elected officials
  - Design, permitting and construction (delineate Landfill closure construction from end use option)
  - Other considerations as identified
- (c) Class D Estimate, in alignment with EGBC guidelines, including a Gross and Net Cost Analysis where potential revenue may be applicable (E.g., paid parking lot)

**6.17 Task 2.2 – Summary of Recommended Potential End Use Options**

From the Recommended Potential End Use Options identified in the previous task, the Consultant will prepare a Summary of Recommended Potential End Use Options considering:

- (a) A description of each potential end use option;
- (b) Benefits and trade-offs of each potential end use option;
- (c) Utility and infrastructure requirements on and off site;
- (d) Suitability of the end use option to a specific area(s) of the Landfill;
- (e) Ability to significantly separate end use areas from ongoing Landfill activities and closure construction;
- (f) Requirements and accessibility for post-closure monitoring activities;
- (g) Approval processes/requirements and timing;

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- (h) Possible timing of implementation and ability for phasing;
- (i) Estimated duration to complete (including planning, permitting, design, and construction);
- (j) A description of the process and estimated timeline for early access to closed areas;
- (k) Approximate dimensions of footprint for land needs;
- (l) Concept sketches;
- (m) Class D Estimates, in alignment with EGBC guidelines, including a Gross and Net Cost Analysis where potential revenue may be applicable; and
- (n) Any other considerations as identified.

**6.18 Phase 2 Deliverables will include:**

- (a) Updates to prior Phase deliverables, as necessary
- (b) Meeting Agendas and Minutes
- (c) Engagement Agendas and Materials
- (d) A suitable document articulating:
  - Stakeholder engagement process and results
  - Stakeholder feedback and how it was addressed
  - Decision Log
  - End Use Options Feasibility Analysis
  - Summary of Recommended Potential End Use Options
- (e) Updated Work Plan, as necessary

**6.19 Task 2.3 - Phase 2 Review**

The Project Management Team will coordinate reviews of the Phase 2 deliverables, and provide feedback. The Consultant should consider time and effort in their proposal for answering inquiries, and potentially revising their deliverables

**PHASE 3 – RECOMMENDED POTENTIAL OPTIONS AND DRAFT END USE PLAN**

**6.20 Task 3.1 – End Use Plan Table of Contents**

The Consultant will develop a draft table of contents for the End Use Plan, for review.

**6.21 Task 3.2 – Recommended Potential End Use Options**

The Consultant will lead engagements with staff from the City of Vancouver and City of Delta, and other Project Stakeholders as identified, to present the results of the feasibility analysis and Recommended Potential End Use Options.

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**6.22 Task 3.3 – Draft End Use Plan**

The Consultant is to develop the End Use Plan, as outlined in the approved table of contents. The End Use Plan is to articulate the work completed to date, and their results. The End Use Plan is to include deliverables from Phase 1 and Phase 2, to provide context, reasoning, and analysis to the recommendations in the final document

**6.23 Phase 3 Deliverables will include:**

- (a) Updates to prior Phase deliverables, as necessary
- (b) Meeting Agendas and Minutes
- (c) Engagement Agendas and Materials
- (d) Draft End Use Plan
- (e) Updated Work Plan, as necessary

**6.24 Task 3.4 - Phase 3 Review**

The Project Management Team will coordinate reviews of the Phase 3 deliverables, and provide feedback. The Consultant should consider time and effort in their proposal for answering inquiries, and potentially revising their deliverables.

**PHASE 4 – COUNCIL UPDATES AND FINAL END USE PLAN**

**6.25 Task 4.1 – Update to City of Vancouver Council**

The Consultant will provide relevant engagement materials to City of Vancouver staff to present the draft End Use Plan to City of Vancouver Council in order to seek approval.

The Consultant will attend Council meetings where required.

**6.26 Task 4.2 – Update to City of Delta Council**

The Consultant will provide relevant engagement materials to City of Delta staff to present the draft End Use Plan to City of Delta Council in order to seek approval.

The Consultant will attend Council meetings where required.

**6.27 Task 4.3 – Draft Final End Use Plan**

The Consultant will make any final adjustments to the draft End Use Plan and all other deliverables based on feedback.

**6.28 Phase 4 Deliverables will include:**

- (a) Updates to prior Phase deliverables, as necessary

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- (b) Meeting Agendas and Minutes
- (c) Engagement Agendas and Materials
- (d) Final End Use Plan

**6.29 Task 4.4 – Phase 4 Review**

The Project Management Team will coordinate reviews of the Phase 4 deliverables, and provide feedback. The Consultant should consider time and effort in their proposal for answering inquiries, and potentially revising their deliverables.

**7.0 CITY PROVIDED**

**7.1 Site Visit**

Landfill staff will be available to give historical context and tours and other information to the successful Proponent.

**7.2 Background Information**

Documents available from the City of Vancouver to support the Consultant's work include:

- (a) Operating Plan, Vancouver Landfill, Delta, BC by Golder Associates Ltd. Rev 0, 2019;
- (b) Design Plan, Vancouver Landfill, Delta, BC by Golder Associates Ltd. Rev 0, 2019;
- (c) 2020 base plan for the Landfill;
- (d) Vancouver Landfill Western 40 ha Closure Plan (Final Report), Sperling Hansen Associates Inc. (SHA) and SCS Engineers, July 2016;
- (e) Vancouver Landfill Phase 1 Closure Construction QAQC Summary, Letter Report, SHA, December 2010;
- (f) Construction Quality Assurance Report for the Phase 2 Closure Construction and Gas System Upgrades, SCS Engineers, 2015;
- (g) Construction Wrap-up Report for the Phase 3 West Closure and LFG System Upgrades, SCS Engineers and SHA, August 2015;
- (h) Completion Report for Phase 3 Southeast Closure & Gas Works, and Phase 3 Northeast Gas Works, Golder Associates, July 2019;
- (i) Phase 3 Northeast Closure and Phase 4 Landfill Gas System Expansion Issued for Construction drawings; and
- (j) Phase 4 Closure & Gas Works Construction Issued for Construction drawings.

**7.3 Regulatory**

Applicable regulatory requirements publicly available include:

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- (a) Landfill Operational Certificate:  
<https://j200.gov.bc.ca/pub/ams/download.aspx?PosseObjectId=59566144>
- (b) MOE Landfill Criteria for Municipal Solid Waste:  
<https://www2.gov.bc.ca/gov/content/environment/waste-management/garbage/landfills>
- (c) BC Landfill Gas Management Regulation:  
<https://www2.gov.bc.ca/gov/content/environment/waste-management/garbage/landfills>
- (d) Metro Vancouver ISWRMP: <http://www.metrovancouver.org/services/solid-waste/SolidWastePublications/ISWRMP.pdf>
- (e) City of Delta Official Community Plan: <http://www.delta.ca/home-property-development/official-community-plan>
- (f) City of Delta Zoning Bylaw (Zone P2: Public Sanitary Landfill Zone) and City of Delta Building and Plumbing Bylaw: <http://www.delta.ca/your-government/bylaws/bylaws-search>

## 8.0 SUMMARY OF CONSULTANT AND PROJECT MANAGEMENT TEAM RESPONSIBILITIES

<b>Consultant responsibilities</b>	<b>Project Management Team responsibilities</b>
<p>The successful Proponent will be responsible for:</p> <ul style="list-style-type: none"> <li>a) Developing and maintaining an up to date Work Plan and Project Schedule through ongoing consultation with the Project Management Team.</li> <li>b) Planning and executing project elements in the Work Plan.</li> <li>c) Planning and leading meetings with the Project Management Team and Project Stakeholders.</li> <li>d) Providing meeting and workshop request dates and times to the Project Management Team.</li> <li>e) Organizing and facilitating meetings and workshops virtually as necessitated by COVID-19, including utilizing an effective video conferencing tool viable for all meeting participants;</li> <li>f) Developing materials for meetings and workshops, such as agendas, minutes, questionnaires, handouts, discussion guides, digital presentations, and presentation graphics, as needed. Presentations will be in PowerPoint format that communicates graphically and in written forms, in a clear and concise manner that allows participants to quickly understand the information being presented. Presentations will include</li> </ul>	<p>City of Vancouver staff will be responsible for:</p> <ul style="list-style-type: none"> <li>a) Providing all relevant documents for review.</li> <li>b) Facilitating reviews and providing feedback on all submitted materials by the Consultant in a timely manner.</li> <li>c) Scheduling Council meetings.</li> <li>d) Managing communications with the City of Delta, Metro Vancouver, and MOE, as required, with content support from the Consultant.</li> <li>e) Scheduling and issuing invitations for meetings and workshops, as requested by the Consultant.</li> <li>f) Stakeholder relationship management.</li> <li>g) Supporting meeting and workshop activities, including reviewing and approving materials and methods developed by the Consultant, and attending meetings and workshops.</li> </ul>

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<p>graphics for the end use options, including examples from other sites, potential locations on a Landfill plan map and possibly 3D renderings.</p> <p>g) Providing digital and physical materials for meetings and workshops.</p> <p>h) Employing appropriate engagement techniques to build relationships with the Project Stakeholders, gather information from the Project Stakeholders, consult with the Project Stakeholders, and disseminate information to Project Stakeholders.</p> <p>i) Actively engaging with MOE as necessary to ensure the potential end use options meet MOE requirements.</p> <p>j) Actively leading meetings and workshops and directing the conversation through the agenda and across all participants.</p> <p>k) Collecting, processing and analyzing stakeholder input including summaries of open ended responses identifying key themes.</p> <p>l) Providing materials for project communication (i.e., website content, content for project emails).</p> <p>m) Assisting the Project Management Team in the development of presentation materials, including slides, to Project Sponsors / Project Steering Committee, Vancouver City Council, and Delta City Council.</p> <p>n) Attendance and assistance at Council meetings where required.</p> <p>o) Providing updates on the scope and budget.</p>	<p>h) Providing guidance and approval of all communication and activities proposed by the Consultant.</p> <p>i) Presenting to Project Sponsors / Project Steering Committee, Vancouver City Council, and Delta City Council, as needed.</p>
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## 9.0 SCHEDULE

The target is to have the Final End Use Plan, approved by Vancouver and Delta City Councils, by December 10, 2021, prior to Landfill Phase 5 closure design which is scheduled to begin in 2022. Proponents should assume a Project Schedule of approximately 8 months, with the Services starting on April 7, 2021, or sooner. Proponents are to provide high-level schedules with the Phases as described in the Work Plan broken-out. Proponents are welcome to provide alternative schedules and phase breakdowns if desired.

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**10.0 PROPOSAL HOURS**

For purposes of pricing, the Proponent can assume approximately 2500 total hours of effort to complete all phases of the project. Should the Proponent believe the assumed hours to be inaccurate, the Proponent can submit a different total of hours with their Proposals to complete the project for evaluation by the City.

**11.0 ATTACHMENTS**

The following attachments are incorporated herein by reference and available on the FTP Site for Proponents:

use any internet browser and go to: <https://webtransfer.vancouver.ca>

The user ID is : PS20200677dl@coveftp01 The password is: PAvad4C1 (The password is case sensitive)

- (a) Transfer & Landfill Operations (TLO) Branch Site Safety Orientation/Agreement
- (b) Landfill Owner's Known List of Workplace Hazards
- (c) TLO Contractor Absolutes
- (d) Landfill topographical plans for 20 million tonnes and 2037 scenarios

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**PART C – FORM OF PROPOSAL**

RFP No. PS20200677 CONSULTANT FOR END USE PLANNING - VANCOUVER LANDFILL (the “RFP”)

Proponent’s Full Legal Name: \_\_\_\_\_

“Proponent”

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

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

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

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

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	Personal Information Consent Form(s)
APPENDIX 8	Subcontractors
APPENDIX 9	Proposed Amendments to Form of Agreement
APPENDIX 10	Conflicts; Collusion; Lobbying
APPENDIX 10	Proof of WorkSafeBC Registration

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. PS20200677, 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.

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

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

**5 EVALUATION OF PROPOSALS**

**5.1 Compliance / Non-Compliance**

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

**5.2 Reservation of Complete Control over Process**

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

**5.3 Discussions/Negotiations**

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

**5.4 Acceptance or Rejection of Proposals**

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

## **6 PROTECTION OF CITY AGAINST LAWSUITS**

### **6.1 Release by the Proponent**

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

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

### **6.2 Indemnity by the Proponent**

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

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

### **6.3 Limitation of City Liability**

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

## **7 DISPUTE RESOLUTION**

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

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

## **8 PROTECTION AND OWNERSHIP OF INFORMATION**

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

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

### **8.2 Proponent's Submission Confidential**

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's 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.

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**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 in accordance with the form set out in Part C - APPENDIX 10.
- (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 in accordance with the form set out in Part C - APPENDIX 10.

**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 in accordance with the form set out in Part C - APPENDIX 10.

**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 in accordance with the form set out in Part C - APPENDIX 10.

**9.4 Declaration as to No 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

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- (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, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

**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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**APPENDIX 2  
QUESTIONNAIRE**

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

**Executive Summary**

In the space below and/or in an additional page(s) included with the Proposal and clearly titled "Executive Summary" provide a brief executive summary of your Proposal.

**Proponent Overview and Experience**

In the space below and/or in an additional page(s) included with the Proposal and clearly titled "Proponent Overview and Experience" provide a description of the Proponent and its purpose, company profile, experience and history of successes, with emphasis on experience and accomplishments experience as a stakeholder engagement/consultation leader supported by technical analysis for work similar to that contemplated by the RFP.

Select a maximum of 5 projects undertaken within the last 5 years. The same information should be supplied for any proposed subcontractors.

Information provided should include:

- clear explanation as to how previous work is comparable/relevant to the work contemplated by the RFP;
- brief project description and intent. Narratives should include a discussion of the philosophy and approach to the project, how the stakeholder engagement was designed and executed to meet the intent, the decision making process, coordination with multiple stakeholders, challenges, resolutions; and
- project budget and schedule control and management - i.e. initial budget/schedule and revised budget/schedule - explain variations.

**Key Personnel**

In the space below and/or in an additional page(s) included with the Proposal and clearly titled "Key Personnel" identify and provide professional biographical information for the key personnel for the work to be performed under the Proposal, outlining intended roles contemplated for each of them therein and highlighting their previous experience with:

- a. Stakeholder engagement and consultation, including consensus building
- b. Urban planning
- c. Facilities planning

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- d. Municipal solid waste (MSW) management in BC
- e. Landfill operations and landfill design
- f. Landfill closure system design and operations, including gas, leachate and stormwater systems
- g. Landfill end use planning
- h. Landscape architecture
- i. Wetland and bog biology
- j. Ecological restoration
- k. Civil engineering (Environmental, Geotechnical, Municipal, Structural, Transportation, Water Resources)

Please also attach to this Form of Proposal as an additional Appendix CVs and a complete organization chart, identifying all roles and areas of responsibility.

### **Work Plan and Schedule**

In the space below and/or in an additional page(s) to be included with the Proposal and clearly titled "Work Plan and Schedule" provide details of the sequential process by which the Proponent proposes to undertake the work. The Proponent should also demonstrate capability to perform the services and meet project challenges and to provide a plan of action.

Information that should be supplied:

- Work Plan - detailed breakdown of Deliverables, laid out per Task specified in the General Requirements;
- Number and length of proposed meetings to complete the Services (the number of proposed meetings should be included in Appendix 3 - Commercial Proposal with reference and narrative in the Work Plan and Schedule section of Proposals) including structure, persons and groups to be involved, and purpose or goal for each meeting;
- Approach to a guided decision making process using stakeholder input and technical engineering services to support decisions with the goal being a list of feasible options;
- Specific engagement methodology and activities that will align with the project phases;
- Engagement touchpoints that allow enough time to review and integrate feedback into project decision-points;
- Process for tracking and documenting each engagement activity and feedback and how they influence decisions;
- Activities performed between each engagement;
- Significant issues, opportunities, challenges and constraints;
- Project schedule - proposed major milestone schedule, with the City's preferred dates taken into consideration;

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- Review of project schedule and assessment of risk management elements that may affect the project;
- Risk management strategy; and
- A description of the content for the final End Use Plan.

**Innovation and Value Added Service**

Notwithstanding any other provision hereof, the City welcomes Proposals with innovative or novel proposed approaches to the City's objectives and requirements and may consider Proposals that deviate from the Requirements if such would add value to the services sought. In the space below and/or in an additional page(s) included with the Proposal and "Innovation and Value Added Service" provide details of any proposed innovative approaches to meeting the City's requirements.

**EMPLOYMENT EQUITY**

1. In addition to being an equal opportunity employer, please describe any policies/programs or how you advance employee equity, diversity and inclusion for under-represented populations (such as Women, Indigenous People, People with Disabilities)
2. Do you regularly conduct an employee equity "survey" or similar information/data collection on workforce diversity? Y/N
  - a. Please describe how you track/monitor your workforce diversity including frequency
3. Do you source/hire from Workforce Development and/or Skill Training programs, including pre-employment support, apprenticeships or ongoing employment support, for people who are under-represented and/or face barriers to traditional employment (such as Indigenous persons, Women, youth, Minorities, People with Disabilities including mental health)? Y/N
  - a. Please describe and/or use the table below

Category of Partnership Organizations	Name of the Partnership Organization(s)
Indigenous Peoples	
Women	
Ethno-Cultural Peoples	

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People with Disabilities	
LGBTQ2+	
Youth/Seniors	
Other	

4. Do you support training for career advancement and/or skills development?  
a. If yes, please describe
5. Do you compensate at or above a Living Wage (currently \$20.91/hr) Y/N  
Do you provide non-mandatory benefits (i.e. extended health) to your employees? Y/N, if yes, please describe

**WORKFORCE DIVERSITY**

Vendors' are required to answer to the following question, which is for information gathering purposes only, and will be kept confidential in accordance with the Legal Terms and Conditions.

As best known, in the space below, indicate the vendor's company profile with regards to economic inclusion supporting employment equity, [diversity, inclusion](#) and reconciliation by an equity-seeking demographic (including but not limited to Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ2+ people). *Confidential & for information only*

<p><b><u>Overall Workforce Diversity:</u></b></p> <p>% Women</p> <p>% Indigenous Peoples</p> <p>% Ethno-cultural People</p> <p>% People with Disabilities</p> <p>% LGBTQ2+</p> <p>% Other: please indicate</p>	<p><b><u>Leadership/Management/Executive Workforce Diversity:</u></b></p> <p>% Women</p> <p>% Indigenous Peoples</p> <p>% Ethno-cultural People</p> <p>% People with Disabilities</p> <p>% LGBTQ2+</p> <p>% Other: please indicate</p>
<p><b><u>If you choose not to respond please indicate why:</u></b></p> <p><input type="checkbox"/> <b><u>Do not track this information</u></b></p> <p><input type="checkbox"/> <b><u>Do not want to share this</u></b></p>	

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<u>information</u>	
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APPENDIX 3  
**COMMERCIAL PROPOSAL**

Complete this Appendix 3 - Commercial Proposal in the Excel sheet available on the FTP for Proponents:

use any internet browser and go to: <https://webtransfer.vancouver.ca>

The user ID is: PS20200677dl@coveftp01 The password is: PAvad4C1 (The password is case sensitive).

Proponent to provide proposed pricing and payment terms, which should be in accordance with Part A, Section 7.0 of the RFP (as well as any other sections of the RFP imposing requirements as to pricing).

When submitting its Proposal by email, please ensure Appendix 3 - Commercial Proposal is provided as a separate file to the entire Proposal.

☐

By colouring in this box, the Proponent hereby confirms that the above Commercial Proposal is based on the payment of wages to employees of the Proponent and Subcontractors that comply with the City's Living Wage Policy as described in Section 10.0 of Part A and in the Form of Agreement attached hereto as Part D.

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APPENDIX 4  
***PROPONENT'S REFERENCES***

Complete this Appendix 4 - Proponents References in the form set out below with references that are relevant to the Scope of Work set out in this RFP.

Client Name # 1	
Address (City and Country)	
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 Country)	
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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Client Name # 3	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

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  
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**

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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:
 

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

INSURER _____	Per Occurrence/Claim \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Occurrence/Claim \$ _____

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

TYPE OF INSURANCE _____	<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.

**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) <<https://policy.vancouver.ca/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  
**PERSONAL INFORMATION CONSENT FORM(S)**

Complete one copy of this Appendix 7 - Personal Information Consent Form(s), in the form set out below, for each key personnel for whom a CV or other information regarding employment history and qualifications has been included in the Proposal.

**PERSONAL INFORMATION CONSENT FORM**

Reference #PS20200677

Title: CONSULTANT FOR END USE PLANNING - VANCOUVER LANDFILL

With the provision of my signature at the foot of this statement I, \_\_\_\_\_

\_\_\_\_\_ (Print Name)

consent to the indirect collection from \_\_\_\_\_

\_\_\_\_\_ (Print Name of Proponent) of

my personal information in the form of a work history, resume or summary of qualifications.

In consenting to this indirect collection, I understand that my personal information, so collected, will be used by the City for the sole purpose of evaluating the submitted response to the above-noted procurement process. I understand further that my personal information, once collected by the City, will be handled by the City in accordance with the provisions of the (BC) *Freedom of Information and Protection of Privacy Act*.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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**APPENDIX 8**  
***SUBCONTRACTORS***

Complete this Appendix 8 - 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		
Social Value Business - shall mean a business that has a recognized environmental or social certification and/or is majority owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).	In the space below, detail the Proponent's proposed use of Social Value Businesses as sub-contractors/consultants (if any) and provide brief company profiles of those Social Value Businesses and descriptions of how they qualify as Social Value Businesses.	
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:	

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

REQUEST FOR PROPOSALS NO. PS20200677  
CONSULTANT FOR END USE PLANNING - VANCOUVER LANDFILL  
PART C - FORM OF PROPOSAL

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APPENDIX 9  
***PROPOSED AMENDMENTS TO FORM OF AGREEMENT***

Complete this Appendix 9 - Proposed Amendments to Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement attached as Part D. 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. PS20200677  
CONSULTANT FOR END USE PLANNING - VANCOUVER LANDFILL  
PART C - FORM OF PROPOSAL

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**APPENDIX 10**  
***CONFLICTS; COLLUSION; LOBBYING***

Complete this APPENDIX 10 - 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 Part C - 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)	
Exceptions to Declarations as to No Lobbying (Section 9.4 of Legal Terms and Conditions)	

APPENDIX 11  
***PROOF OF WORKSAFEBC REGISTRATION***

Attached as APPENDIX 11 to this Form of Proposal proof of valid WorkSafeBC registration.

**PART D**  
**FORM OF AGREEMENT**

See attached.



## PROFESSIONAL SERVICES AGREEMENT

### PS20200677 - Consultant for End Use Planning - Vancouver Landfill

THIS AGREEMENT is made as of the [day] day of [month/year] (the "Effective Date")

BETWEEN:

CITY OF VANCOUVER  
453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia  
V5Y 1V4

(the "City")

OF THE FIRST PART

AND:

[CONSULTANT NAME]  
[address]

(the "Consultant")

OF THE SECOND PART

(the City and the Consultant are hereinafter sometimes referred to individually as "Party" and collectively as "Parties")

#### BACKGROUND:

- A. The City requires the professional services described herein, and desires to engage the Consultant to perform said services.
- B. The Consultant has agreed to perform the said services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## 1.0 INTERPRETATION

1.1 In this Agreement, including the recitals, schedules and appendices to this Agreement, the following words and terms, unless the context otherwise requires, shall have the meanings set out below:

- (a) **“Agreement”** means this Professional Services Agreement inclusive of all schedules, appendices, exhibits or other documents attached hereto or incorporated herein by reference, as amended from time to time;
- (b) **“Applicable Laws”** means all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Consultant, any Sub-contractor and the Services, including the Vancouver Building By-law, the British Columbia Building Code, and the British Columbia Fire Code, all as may be in force from time to time;
- (c) **“City’s Site”** means any land and/or premises owned by the City on which or in respect of which the Services are performed by the Consultant;
- (d) **“City’s Project Manager”** means the City’s employee, or his/her delegate, who is authorized in writing to deal with the Consultant on behalf of the City in connection with the Services, or to make decisions in connection with this Agreement;
- (e) **“Confidential Information”** has the meaning set out in Section 15.1
- (f) **“Contract Document”** refers to each of the individual documents composing the Agreement, including this Professional Services Agreement (exclusive of the documents attached hereto or incorporated herein by reference) and each schedule, appendix, exhibit or other document attached to this Professional Services Agreement or incorporated into the Agreement by reference;
- (g) **“Deliverables”** has the meaning set out in Section 17.1;
- (h) **“GST”** means the tax payable and imposed pursuant to Part IX of the Excise Tax Act (Canada), as amended or replaced from time to time;
- (i) **“Living Wage”** means the hourly wage established by the Living Wage Certifier from time to time during the Term, which includes: (i) direct wages; and (ii) the value of any non-mandatory benefits such as paid sick leave, employer-paid Medical Services Plan premiums and extended health benefits;
- (j) **“Living Wage Certifier”** means the Living Wage for Families Campaign, any successor entity, or, in the event the Living Wage for Families Campaign ceases to carry on operations, such other living wage certification entity designated by the City to the Consultant in writing;
- (k) **“Living Wage Employee”** means any and all employees of the Consultant and all Sub-contractors of the Consultant that perform any part of the Services on a property owned by or leased to the City, including all streets, sidewalks and other public rights of way, for at least one consecutive hour, but excluding Students, volunteers and employees of Social Enterprises;
- (l) **“Project Team”** has the meaning set out in subsection 2.2(c);

- (m) **“Proposal”** means the proposal submitted by the Consultant in response to the RFP, a copy of which is attached hereto, or incorporated by reference herein by operation of, Appendix B;
  - (a) **“PST”** means the provincial sales tax payable and imposed pursuant to the *Provincial Sales Tax Act* (British Columbia), as amended or replaced from time to time;
  - (n) **“RFP”** means Request for Proposal PS20200677 Consultant for End Use Planning - Vancouver Landfill, together with all addenda and questions and answers attached hereto, or incorporated by reference herein by operation of, Appendix C;
  - (o) **“Services”** has the meaning set out in Section 2.1;
  - (p) **“Social Enterprise”** means a business that: (i) is owned by a non-profit organization or community services co-operative; (ii) is 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; and (iii) has a defined social and/or environmental mandate;
  - (q) **“Student”** means an individual who is enrolled in a school, college, university or other educational institution and is employed by the Consultant or a Sub-contractor, as the case may be, to obtain practical workplace experience as a requirement of or credit for their education;
  - (r) **“Sub-contractor”** has the meaning set out in Section 4.1; and
  - (s) **“Term”** means the term of this Agreement as specified in Section 12.1.
- 1.2 The Contract Documents are complementary and what is called for by any one will be as binding as if called for by all. In the event of any conflict or inconsistency between or among any of the Contract Documents, the Contract Documents will be interpreted in the following order of priority, from highest to lowest:
- (a) this Agreement, excluding Appendices B and C;
  - (b) the RFP; and
  - (c) the Proposal.
- 1.3 In this Agreement, including the recitals, schedules and appendices to this Agreement, except as expressly stated to the contrary or the context otherwise requires:
- (a) the recitals and headings to sections, schedules and appendices are for convenience and reference only and will not affect the interpretation of this Agreement;
  - (b) the terms “this Agreement”, “hereof”, “herein”, “hereunder” and similar expressions refer, unless otherwise specified or the context otherwise requires, to this Agreement taken as a whole (including any and all attached schedules and appendices) and not to any particular section, subsection or other subdivision;
  - (c) each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;

- (d) each reference to a rule, guideline, policy, regulation or directive is deemed to be a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;
- (e) words importing the singular include the plural and vice versa and words importing gender include all genders;
- (f) references to time of day or date mean the local date or time in Vancouver, British Columbia;
- (g) all references to money mean lawful currency of Canada;
- (h) the word “written” includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and “in writing” has a corresponding meaning; and
- (i) the words “include” and “including” are to be construed as meaning “including, without limitation”.

## **2.0 CONSULTANT'S SERVICES TO THE CITY**

2.1 The Consultant will provide and be fully responsible for the following services (the “**Services**”):

- (a) the services described in the RFP;
- (b) the services which the Consultant proposed to provide in the Proposal; and
- (c) all services not specifically included in subsections 2.1(a) and 2.1(b), but which are necessary or incidental to the completion of such other Services.

2.2 The Consultant will be fully responsible for:

- (a) coordinating the Services with the City’s Project Manager, or his/her delegate, and ensuring that the performance of the Services does not adversely impact any design or construction schedule for any project or work and/or services provided by the City’s other consultants, in each case to which the Services relate;
- (b) taking all steps required in placing, effecting and maintaining insurance and providing evidence of insurance as set out in Appendix A - Insurance Requirements; and
- (c) maintaining and supervising its employees and Sub-contractors (the “**Project Team**”) described in Section 3.1.

2.3 The Consultant represents and warrants to the City that the Consultant possesses the necessary skills, knowledge, qualifications and experience to perform the Services to the reasonable satisfaction of the City.

2.4 The Consultant will perform the Services:

- (a) with that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;
- (b) in accordance with sound current professional practices and design standards; and

- (c) in conformity with any and all Applicable Laws.
- 2.5 The Consultant will commence the Services promptly and will use every reasonable effort to carry out the Services in accordance with:
  - (a) the requirements and appendices of this Agreement, or
  - (b) where no date is specified for the provision of any component of the Services by this Agreement, such completion dates as are reasonably specified from time to time by the City.
- 2.6 The Consultant will not permit, do or cause anything to be done at any time which could allow any lien, certificate of pending litigation, judgment or certificate of any court or any mortgage charge, conditional sale agreement, personal property security interest or encumbrance of any nature to be imposed or to remain on title to the City's Site or any other City property.
- 3.0 PROJECT TEAM**
- 3.1 Subject to Section 3.2, the Consultant will utilize only the Project Team members noted in the Proposal.
- 3.2 Except for substitutions required by circumstances not within its reasonable control, the Consultant may not make substitutions of Project Team members without the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned.
- 3.3 For the purposes of this Section 3, "substitutions required by circumstances not within its reasonable control" means substitutions required by virtue of illness, death, injury, pregnancy, medical leave, or termination of employment or contract, but expressly excludes situations where the Project Team member is called upon to perform services for another client of the Consultant, its Sub-contractor or their affiliates.
- 3.4 The City may, with stated reasons and acting reasonably, request that the Consultant replace a Project Team member. The Consultant will, subject to scheduling and staffing considerations, make commercially reasonable efforts to replace the individual with someone of substantially similar competency and experience.
- 3.5 Regardless of whether or not the City consents to a substitution, or requests a substitution, the City will not be liable to pay additional compensation to the Consultant for any replacement Project Team member.
- 3A Living Wage**
- 3A.1 Subject to Section 3A.2, it is a condition of this Agreement that, for the duration of the Term, the Consultant pays all Living Wage Employees not less than the Living Wage.
- 3A.2 Notwithstanding Section 3A.1, the Consultant has up to 6 months from the date on which any increase in the Living Wage is published by the Living Wage Certifier to increase wages for all Living Wage Employees such that all Living Wage Employees continue to be paid not less than the Living Wage.
- 3A.3 The Consultant shall ensure that the requirements of Section 3A.1 apply to all Sub-contractors.
- 3A.4 A breach by the Consultant of its obligations pursuant to Sections 3A.1 and 3A.3 shall constitute a

material breach by the Consultant of this Agreement that shall entitle the City to terminate this Agreement with immediate effect if the Consultant has not remedied such breach within the time period specified by the City in writing to the Consultant.

- 3A.5 The Consultant shall maintain up-to-date records and accounts which clearly document its satisfaction of the requirements of this Article 3A 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 Consultant (subject to reimbursement of the Consultant'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 Services or earlier termination of this Agreement. For avoidance of doubt, any records and accounts provided by the Consultant in accordance with this Section 3A.5 shall be deemed to be Confidential Information.
- 3A.6 The Consultant shall prepare and submit to the City in a format reasonably acceptable to the City before January 31 of each calendar year of the term or, for each partial calendar year of the term, within 30 days of the expiry of the term a living wage report setting out:
- (a) the number of Living Wage Employees of the Consultant and each Sub-contractor who were paid a Living Wage pursuant to this Section 3A during the previous calendar year or portion thereof that would not have received a Living Wage for substantially similar work but for the obligations of the Consultant pursuant to this Section 3A; and
  - (b) the total incremental costs incurred by the Consultant, including any amounts paid to Sub-contractors, in order to fulfill its obligations pursuant to this Section 3A to pay a Living Wage to the Living Wage Employees described in Section 3A.6(a).

#### **4.0 SUB-CONTRACTORS**

- 4.1 Unless expressly permitted pursuant to Section 3.0, the Consultant may not engage any contractor or consultant (in each case a "**Sub-contractor**") for the performance of any part of the Services, unless the Consultant has first obtained the written consent of the City, which consent may be arbitrarily withheld.
- 4.2 The Consultant will administer, coordinate, and manage all Services provided by any Sub-contractors, and will assume full responsibility to the City for all work performed by the Sub-contractors in relation to the Services and will pay all fees and disbursements of all Sub-contractors, subject to reimbursement by the City where the City has expressly agreed in this Agreement that such reimbursement is to be separate from and additional to the fees and disbursements payable to the Consultant.
- 4.3 Where a Sub-contractor is used by the Consultant under this Agreement, the Consultant will legally bind the Sub-contractor to comply with this Agreement.
- 4.4 Nothing in this Agreement will create any contractual relationship between a Sub-contractor and the City.

#### **5.0 BASIS OF PAYMENT TO THE CONSULTANT**

- 5.1 In consideration of the Services performed by the Consultant to the satisfaction of the City and in strict conformity with the terms hereof, the City will pay the Consultant the fees and reimbursable expenses prescribed herein, plus GST and PST as applicable to the sale made to the City hereunder.

- 5.2 The fees for the Services are described in this Section 5.0 and in **[Reference each relevant section of the Proposal or other schedule to this Agreement and ensure there are no inconsistencies.]**. Subject to Section 5.3, payment to the Consultant will be based on hours worked by employees of the Consultant or by the Sub-contractors multiplied by the applicable hourly charge-out rates stated in the Proposal.
- 5.3 If there are maximum, lump sum or other limiting amounts for fees or disbursements indicated herein for the Services or for portions thereof, then notwithstanding anything to the contrary in this Agreement the maximum fees or disbursements to be paid by the City to the Consultant for the Services or such portions of the Services will not exceed those stated amounts, except as mutually agreed in writing. Any limit on the fees or disbursements to be paid by the City to the Consultant will in no way diminish the duties and obligations of the Consultant to provide the Services covered by this Agreement.
- 5.4 Notwithstanding anything to the contrary contained in this Agreement, save as otherwise mutually agreed in writing subsequent to the date hereof (or pursuant to Section 6.0), the total professional fees payable to the Consultant for the Services (not including GST AND PST or disbursements) will not exceed **[\$insert amount]**.
- 5.5 Notwithstanding anything to the contrary contained in this Agreement, save as otherwise mutually agreed in writing subsequent to the date hereof (or pursuant to Section 6.0), the total disbursements for which the City will reimburse the Consultant in respect of the Services will not exceed **[\$insert amount]** (the “**Fixed Disbursement Amount**”).
- 5.6 Notwithstanding anything to the contrary contained in this Agreement, save as otherwise mutually agreed in writing subsequent to the date hereof (or pursuant to Section 6.0), the maximum liability of the City hereunder (the “**Maximum Fees and Disbursements**”) will be **[\$insert amount]**, plus GST and PST as applicable to the sale made to the City hereunder.
- 5.7 Subject to any “Fixed Disbursement Amount” defined herein, or any other limit on disbursements stated herein, the City will reimburse the Consultant for disbursements reasonably incurred by the Consultant in the performance of the Services. Reimbursement of these expenses by the City will be at actual cost without any addition for overhead or profit.
- 5.8 If the Consultant has engaged Sub-contractors, then the Consultant will make full payment to said Sub-contractors for work performed in relation to the Services. Subject to any “Fixed Disbursement Amount” defined herein, or any other limit on disbursements stated herein, the City will reimburse the Consultant for payments made to Sub-contractors at amounts equal to such actual payments without any additions for overhead and profit to the Consultant.
- 5.9 The Consultant will, by the 25<sup>th</sup> day of each month, provide to the City’s Project Manager a draft invoice with an attached detailed account of all charges to be claimed by the Consultant for the preceding month (if any). The City’s Project Manager shall review the draft, raise any concerns with the Consultant within ten working days and, after settlement of any issues (in the City’s Project Manager’s discretion), approve the draft invoice. The Consultant, if so requested, will meet with the City’s Project Manager to expedite and settle of the draft invoice. The Consultant will submit its final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, by email to [APInvoice@vancouver.ca](mailto:APInvoice@vancouver.ca). The invoice must contain:
- (a) the Consultant’s name, address and telephone number;
  - (b) the City purchase order number;

- (c) the name of the City's Project Manager;
- (d) the invoice number and date;
- (e) details of any applicable taxes (with each tax shown separately); and
- (f) tax registration number(s).

5.10 If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning any of the Consultant's invoices, for whatever reason, the City will not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted until the date that the invoice is paid, provided however, the City will use reasonable efforts to have the review, audit or clarification resolved within a 60 day period. The City will, if it approves the amount of such invoice, cause the respective invoice to be paid within 30 days of approval by electronic funds transfer to the bank account indicated by the Consultant.

5.11 The Consultant will keep proper accounts and records of all costs and expenditures forming the basis of any billing to the City, including but not limited to hours worked, details of all disbursements and percentage amounts of work completed. The City will be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts from the books and records of the Consultant and by such other means as will be reasonably necessary or advisable.

5.12 The Consultant shall provide bank account information to the City to enable the City to make payments by electronic funds transfer, as contemplated hereby.

## **6.0 CHANGES TO SCOPE OF SERVICES**

6.1 The City's Project Manager may, from time to time and at any time on prior written notice to the Consultant, vary the scope of Services to be provided by the Consultant. In that case and where this Agreement contains delivery dates and/or limits as to fees or disbursements (or a defined "Maximum Fees and Disbursements") for all or any part of the Services, such delivery dates and/or limits will be adjusted as agreed to by both Parties in writing, and failing agreement, as reasonably determined by the City's Project Manager.

6.2 Should the Consultant consider that any request or instruction from the City's Project Manager constitutes a change in the scope of Services, the Consultant will provide the City's Project Manager with notice in writing within ten days of such request or instruction. If the Consultant does not deliver written notice to the City within the time period specified, the City will not be obligated to make any payments of additional fees, disbursements or out of pocket expenses to the Consultant.

6.3 The City's Project Manager will consider the Consultant's written notice (if any) within a further ten days of receipt of the Consultant's notice and determine and advise as to whether the request constitutes a change in the scope of the Services and, if necessary, the method by which the variation will be scoped and reimbursed. If the City determines that the professional fees payable to the Consultant should be increased due to an increase in the scope of the Services then any such increases will be based on the hourly rates set out in Section **[insert]** of the Proposal.

## **7.0 RELEASE AND INDEMNIFICATION**

7.1 The Consultant now releases the City, its officials, officers, employees and agents from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage,

loss and economic loss arising out of, suffered or experienced by the Consultant, its Sub-contractors, and their respective officers, employees and agents in connection with their performance of the Services under this Agreement.

- 7.2 In undertaking the Services, the Consultant acknowledges that the Consultant has inspected the City's Site, agrees to accept the City's Site "as-is" and undertakes to take all precautions necessary to ensure the safety of all persons employed or contracted by the Consultant to perform the Services.
- 7.3 Despite any insurance coverage of the City, the Consultant hereby agrees to indemnify and save harmless the City of Vancouver and its successors, assigns, official, employees, agents and authorized representatives and each of them (in each case an "**Indemnified Party**") from and against all costs, losses, claims, damages, actions, and causes of actions (collectively referred to as "**Claims**") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Consultant, its Sub-contractors, or their respective officers, employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.
- 7.4 This indemnity will not affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.
- 7.5 The release and indemnity set out above will survive the expiry or sooner termination of this Agreement.

## **8.0 INSURANCE**

- 8.1 The Consultant will comply with the insurance requirements set out in Appendix A - Insurance Requirements.

## **9.0 WORKSAFEBC**

- 9.1 The Consultant agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Consultant agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Consultant. The City will have the right to withhold payment under this Agreement until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.
- 9.2 The Consultant will provide the City with the Consultant's and each Sub-contractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the Consultant and each Sub-contractor are registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Agreement. The Consultant will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged by the Consultant in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafeBC, including penalties levied by WorkSafeBC.
- 9.3 Whenever the Consultant is required or permitted to perform any Services on any City sites, the Consultant is now appointed and now accepts appointment as the "prime contractor" (as defined in the WorkSafeBC regulations) in connection with such Services.

## 10.0 CITY INFORMATION/APPROVALS

- 10.1 No reviews, approvals or inspections carried out or information supplied by the City will derogate from the duties and obligations of the Consultant (with respect to designs, reviews, inspections, approvals or otherwise), and all responsibility related to the Services will be and remain with the Consultant. For greater certainty, any information provided by the City to the Consultant, whether under the RFP or under this Agreement, including any studies, reports, plans, drawings, or specifications, is provided to the Consultant for information purposes only and may not be relied upon by the Consultant.

## 11.0 COMMUNICATION BETWEEN CONSULTANT AND CITY

- 11.1 The City appoints [insert name] [email address] as the City's Project Manager for the purposes of this Agreement.

In the event of the revocation in writing of [insert name]'s appointment as the City's Project Manager by the City, [insert name] will have no further authority under this Agreement, except as may be specifically designated in writing by the City and agreed to in writing by [insert name], and all references to the City's Project Manager in this Agreement will thereafter be deemed to be a reference to the City or to such other person designated in writing by the City to the Consultant.

The City's Project Manager may from time to time delegate to a representative the performance of or the authority to perform the duties, responsibilities, rights and obligations of the City in respect of which the City's Project Manager has been designated and appointed its sole and exclusive agent.

- 11.2 The Consultant appoints [insert name] [email address] as its representative for the purposes of this Agreement (the "Consultant's Project Manager").
- 11.3 Unless otherwise agreed to in writing by the Parties, all material communication between the Consultant and the City regarding this Agreement, including performance of the Services, will be between the City's Project Manager and the Consultant's Project Manager.

## 12.0 TERM OF AGREEMENT

- 12.1 This Agreement will commence on the Effective Date and will expire on the completion of the Services, which Services must be completed by [insert date] (the "Term").

## 13.0 TERMINATION

- 13.1 The City at any time, in its sole judgment, may, whether or not cause exists, terminate the services of the Consultant in whole or in part by giving ten days' prior written notice to the Consultant. If termination is not for cause, the Consultant will be paid for all Services properly performed to the date of the delivery of the said notice (subject to the terms of this Agreement) plus all necessary and reasonable wind-up costs incurred, if any, in closing out the Services or the part terminated.
- 13.2 Despite Section 13.1, in no event and under no circumstances will the Consultant's "necessary and reasonable wind-up costs incurred" pursuant to Section 13.1 exceed \$5,000.00 (including all taxes).

#### 14.0 ASSIGNMENT

- 14.1 The Consultant will not assign this Agreement in whole or in part except with the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned. Any attempt to assign this Agreement without such consent will be void and of no effect. However, the Consultant will be permitted to assign this Agreement to any entity into, by or with which the business or assets of the Consultant have been merged, acquired, consolidated or re-organized, or any entity which purchases all or substantially all of the business or assets of the Consultant, provided always that the Consultant first provides the City with:
- (a) reasonable particulars of the transaction (permitting the City to independently verify the nature of the transaction); and
  - (b) a legally enforceable covenant from the new entity confirming that it is legally bound to the City to perform this Agreement.

#### 15.0 CONFIDENTIALITY

- 15.1 In the course of or for the purpose of performing the Services, the Consultant will obtain or have access to information, including but not limited to technical information, financial information and business information, which is confidential to the City, and is the exclusive, world-wide property of the City and/or its suppliers and customers (collectively “**Confidential Information**”). Excluded from the definition of Confidential Information is:
- (a) information which is in, or becomes part of, the public domain, not due to the Consultant’s breach of this Agreement or the Consultant’s actions;
  - (b) information which was previously in the Consultant’s possession and did not originate from the City; and
  - (c) information which lawfully becomes available to the Consultant from a third party not under an obligation of confidence to the City regarding such information.
- 15.2 The Consultant will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. The Consultant will not, without the prior written consent of the City given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except to only those of its own employees who have a need to know the Confidential Information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and use-restriction provisions in this Section 15.0. The Consultant will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.
- 15.3 If the Consultant is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, the Consultant shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure the Consultant will promptly notify the City in writing of the existence and the terms, and conditions of the required disclosure and, at the City’s request and expense, co-operate in obtaining a protective order or other assurance that confidential treatment and restrictions on use will be accorded such Confidential Information.
- 15.4 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 services to the City. The Consultant confirms and acknowledges its obligations to comply with all obligations imposed on it pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia) with respect to all personal information received from the City whether as part of the Confidential Information or otherwise.

15.5 The Consultant acknowledges that in the event of a breach by the Consultant or any of its employees of their respective confidentiality obligations pursuant to this Section 15.0, damages alone would not be an adequate remedy. The Consultant therefore agrees with the City that, in addition to and without limiting any other right or remedy it may have, the City will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.

15.6 The Consultant shall return all copies of the Confidential Information to the City, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following dates:

- (a) completion of the Services;
- (b) expiration or earlier termination of this Agreement; and
- (c) written request of the City for return of the Confidential Information;

provided that the Consultant shall have the right to retain one copy of the Confidential Information solely for archival purposes or as otherwise may be required by law, subject to its ongoing confidentiality and restricted use obligations.

15.7 This Section 15.0 shall survive the expiration or earlier termination of this Agreement.

#### **16.0 NO PROMOTION OF RELATIONSHIP**

16.1 The Consultant will not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, websites, internet domain names, press releases, brochures or other written materials (the “Communications”) without the express prior written consent of the City (except as may be necessary for the Consultant to perform its obligations under this Agreement).

16.2 Furthermore, the Consultant undertakes and will cause all of its Sub-contractors to undertake not to disclose or promote its relationship with the City in any Communications in a manner which could suggest or create an association, express or implied, between the Consultant and the City. Without limiting the generality of the foregoing, the Consultant will not refer to or use any website, domain name, official emblem, logo or mascot of the City of Vancouver in any Communications, without the express prior written consent of the City.

#### **17.0 DELIVERABLES**

17.1 As a result of or as part of providing the Services, the Consultant may receive, create, produce, acquire or collect one or more of the following:

- (a) products, goods, equipment, supplies, models, prototypes and other materials;
- (b) information and data;
- (c) reports, drawings, plans, designs, depictions, specifications and other documentation; and

- (d) any other items identified in this Agreement as deliverables;
- (collectively, the “**Deliverables**”).

17.2 Deliverables are deemed not to include:

- (a) any item not required to be produced by the Consultant or supplied to the City as part of or together with the Services, provided that if the City has paid or is liable to pay for any portion of such item’s creation, production, acquisition or collection then such item shall be deemed to be a Deliverable;
- (b) any item produced as a result of the Services, which is specified in this Agreement as being excluded from the Deliverables category; and
- (c) any item which pre-existed the effective date of this Agreement, that is owned by a third party or that is used by the Consultant as part of the services provided to any of its other customers (the “**Pre-Existing Materials**”).

17.3 All Deliverables will be owned solely by the City unless otherwise expressly provided herein. The City shall have the complete and unfettered right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation, and without accounting in any way to the Consultant.

17.4 The Consultant will keep accurate records and provide regular reports to the City about the Deliverables as they are created or acquired, and grant to the City access to the Deliverables at all times on reasonable notice. The Consultant will treat each Deliverable as subject to the confidentiality provisions set out in Section 15.0 unless advised otherwise by the City.

17.5 Each Deliverable, as to the whole or that portion of the Deliverable then existing, will be delivered by the Consultant to the City on the earliest of each of the following events:

- (a) the date specified in this Agreement for the delivery of such Deliverable;
- (b) immediately on the date of expiration or sooner termination of this Agreement; or
- (c) the date specified by written notice of the City requesting delivery of all or any part of the Deliverable.

17.6 The Consultant transfers to the City, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable by the Consultant. The Consultant irrevocably waives, in favour of the City, all moral rights in the Deliverables. The Consultant will obtain from its employees and any independent contractors, all required assignments and releases of intellectual property, and waivers of moral rights, in the Deliverables. The Consultant will not assert any rights to or interests in, or apply for or register any copyright or other rights or interests in, the Deliverables, or assist any other person in doing so. The Consultant shall provide to the City, during and after the term of this Agreement, any reasonable assistance required for the City to obtain, perfect and enforce its ownership of and rights in the Deliverables, including without limitation execution of assignments and transfers of the Deliverables. This Section does not apply to Pre-Existing Materials.

17.7 The Consultant will not incorporate any Pre-Existing Materials in any Deliverable without first:

- (a) advising the City, in writing, of the nature of the Pre-Existing Materials and their proposed use and obtaining the City's written consent to do so;
- (b) acquiring from each third-party owner of such Pre-Existing Materials, a fully paid-up, perpetual, non-exclusive license, in writing, for the City to use the Pre-Existing Materials as part of the Deliverable; and
- (c) granting, in writing, to the City with respect to such Pre-Existing Materials that the Consultant owns, a fully paid-up, perpetual, non-exclusive license to use the Pre-Existing Materials as part of the Deliverable.

17.8 The Consultant represents and warrants that the Deliverables will not infringe, misappropriate or misuse any copyright, patent, trade-mark, trade secret, or confidential or proprietary information of a third party. The Consultant shall defend, indemnify and hold the City harmless from and against any and all damage, liability, cost and expense incurred by the City in connection with any claim by a third party that a Deliverable infringed, misappropriated or misused its copyright, patent, trade-mark, trade secret, or confidential or proprietary information.

## 18.0 NOTICES

18.1 Any notice required or permitted to be given to the Consultant will be sufficiently given if delivered in writing by the City's Project Manager to the Consultant's Project Manager personally or, if mailed, by registered mail to the last known address of the Consultant.

18.2 Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing by the Consultant's Project Manager to the City's Project Manager personally or, if mailed, by registered mail to City of Vancouver at 453 West 12<sup>th</sup> Avenue, Vancouver, B.C., V5Y 1V4 (addressed to the attention of the City's Project Manager).

## 19.0 NO CONFLICT OF INTEREST

19.1 The Consultant agrees that during the Term the Consultant will not engage in any conduct which would or might put the interests of the City into conflict with the interests of any other person, whether or not a client of the Consultant's. Without limiting the general scope of this Section 19.1 and by way of example only, the Consultant is prohibited from and will not provide any services which assist or could be seen to be assisting any person in responding to a request for proposal or invitation to tender, or otherwise giving that person an unfair competitive advantage over other proponents or tenderers responding to a request for proposal or invitation to tender by the City. The Consultant now acknowledges that a breach of this Section 19.1 could constitute not only a breach of this Agreement but also a violation of the *Competition Act* (Canada) and *Criminal Code* of Canada, and accordingly, could be punishable as a crime (as well as a breach of contract).

19.2 The Consultant now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Consultant's organization (a "**person having an interest**") or any spouse, business associate, friend or relative of a person having an interest who is:

- (a) an elected official or employee of the City; or
- (b) related to or has any business or family relationship with an elected official or employee of the City, such that there would be any conflict of interest or any appearance of a conflict of interest in the administration of this Agreement or the performance of the Services.

**20.0 NON-RESIDENT WITHHOLDING TAX**

- 20.1 If the Consultant is a non-resident of Canada as defined in Canadian income tax legislation, the City may withhold from all monies payable under this Agreement such amounts as set out in Canadian income tax legislation, unless a Canada Revenue Agency waiver has been provided to the City within the time limit required under the Canada Revenue Agency administrative guidelines as in effect from time to time and, in any event, prior to payment of an invoiced amount.
- 20.2 The City shall receive full credit under this Agreement for monies withheld as of and from the date of the withholding and no interest will be payable by the City on sums withheld and later paid directly to the Consultant.
- 20.3 The Consultant shall indemnify the City for any losses, damages or expenses incurred by the City as a result of the Consultant's failure to properly disclose to the City its non-resident status, as defined in Canadian income tax legislation.

**21.0 COMPLIANCE WITH LAW**

- 21.1 The Consultant will comply with the City of Vancouver License By-law and maintain a valid business license throughout the duration of this Agreement.
- 21.2 The Consultant agrees that it will during the Term comply with all Applicable Laws.

**22.0 GOVERNING LAW AND RESOLUTION OF DISPUTES**

- 22.1 This Agreement will be governed by the laws of the Province of British Columbia and the courts of British Columbia will have exclusive jurisdiction to determine all disputes arising under this Agreement and the Parties now irrevocably agree to submit all disputes to the courts of British Columbia for resolution.

**23.0 INDEPENDENT CONSULTANT**

- 23.1 This Agreement is a contract for services and the Consultant, its permitted Sub-contractors, and the officers, directors, shareholders, partners, personnel, affiliates and agents of the Consultant and its permitted Sub-contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City.
- 23.2 The Consultant will not represent to anyone that the Consultant has any authority to bind the City in any way or that the Consultant is an employee or agent of the City.

**24.0 INDEPENDENT LEGAL ADVICE**

- 24.1 The Consultant acknowledges that the Consultant has been given the opportunity to seek independent legal advice before executing this Agreement.

**25.0 TIME FOR PERFORMANCE**

- 25.1 **Time of the Essence.** Time shall be of the essence of this Agreement.
- 25.2 **Unavoidable Delay.** Notwithstanding Section 25.1, except for the performance of obligations to pay money, the time periods for the City and the Consultant to perform under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section, an “**Unavoidable Delay**” means any

circumstances beyond the reasonable control of the party trying to perform (such as, for example, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by the Consultant's lack of financial resources; the Consultant's insolvency ; strikes, lockouts or other withdrawals of services arising out of any labour dispute involving the City, the Consultant or a Sub-contractor; or governmental action taken in the enforcement of any law specifically against the Consultant or its Sub- Consultants. If an Unavoidable Delay occurs, the non-performing party will, as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement.

## **26.0 GENERAL**

- 26.1 No Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach hereunder, except as may be specifically agreed in writing by the City.
- 26.2 Severability.** The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.
- 26.3 Remedies Cumulative.** The remedies of the Parties provided for in this Agreement are cumulative and are in addition to any remedies available to the Parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a Party to any other remedies against the other Party and a Party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.
- 26.4 Further Assurances.** Each Party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 26.5 Entire Agreement.** The Contract Documents constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.
- 26.6 Amendment.** This Agreement shall not be amended except as specifically agreed in writing by both the City and the Consultant.
- 26.7 Joint and Several Liability of Joint Venture Participants.** If the Consultant is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges and liabilities of the entities who comprise the Consultant shall be joint and several.
- 26.8 Schedules and Appendices.** The schedules and appendices attached hereto are incorporated by reference in and form an integral part of this Agreement.
- 26.9 Set-Off.** The City may at its option, withhold and set-off against any amount owing to the Consultant (whether under this Agreement or otherwise) any amounts payable by the Consultant to

the City (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against the Consultant, whether such claim is at law or in equity or tort or on any other basis.

26.10 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the City and the Consultant and their respective successors and permitted assigns.

26.11 **Execution.** This Agreement may be executed in one or more counterparts each of which will constitute an original and together will constitute one and the same Agreement. This Agreement may be executed by the Parties electronically or by facsimile and if so executed and transmitted, this Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement.

As evidence of their agreement to be bound by the above contract terms, the City and the Consultant each have executed this Agreement as of the day and year first above written.

CITY OF VANCOUVER

\_\_\_\_\_  
Authorized Signatory

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

[NAME OF CONSULTANT]

\_\_\_\_\_  
Authorized Signatory

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

**APPENDIX A - INSURANCE REQUIREMENTS**

**A1.1 Required Types/Amounts** Prior to commencing the Services, the Consultant will obtain at its own expense:

- (a) a professional (errors and omissions) liability insurance policy with limits of not less than \$2,000,000 per claim and not less than \$5,000,000 in aggregate and a deductible of not more than \$50,000, protecting the Consultant against all claims for loss or damage arising out of any error or omission of the Consultant or the Consultant's personnel in the performance of the Services; and
- (b) a commercial general liability insurance policy with a limit of not less than \$2,000,000 per occurrence, and a deductible of not more than \$5,000, protecting the Consultant and the Consultant's personnel against all claims for personal injury, including death and bodily injury, and property damage or loss, arising out of the operations of the Consultant or the actions of the Consultant or the Consultant's personnel. The policy must contain a cross-liability clause in favour of the City and will name the City and the City's officials, employees and agents as additional insureds.

**A1.2 Required Policy Terms**

All required insurance policies must remain in full force and effect at all times until completion of the Services or earlier cancellation of this Agreement, and for a period of not less than two years thereafter, and must:

- (a) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City's Director of Risk Management, acting reasonably;
- (b) be primary insurance in respect to the City, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute with such policies; and
- (c) contain a provision that such insurance coverage will not be cancelled without the insurer giving the City at least 30 calendar days' prior written notice,

and, for any property insurance carried by the Consultant, contain a clause that waives the insurer's right of subrogation against the City and the City's officials, employees and agents.

**A1.3 Insurance Certificate**

Prior to signing, and immediately following the signature of, this Agreement, the Consultant shall have provided, or shall provide, the City's Project Manager with evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance. The certificate(s) of insurance will identify the Agreement title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. Proof of insurance, in the form of such certificate(s) of insurance (or copies of the policy(ies) themselves, if requested), will be made available to the City's Project Manager at any time during the performance of the Services immediately upon request.

**A1.4 Sub-Contractors' Insurance**

The Consultant will provide in its agreements with its Sub-contractors insurance clauses in the same form as in this Agreement. Upon request, the Consultant will deposit with the City's Project Manager detailed certificates of insurance for the policies of its Sub-contractors (or copies of the policy(ies) themselves, if requested) and a copy of the applicable insurance clauses from its Sub-contractor agreements.

**A1.5 Insurance Requirements Additional to any other Requirements**

The Consultant and each of its Sub-contractors will provide, at its own cost, any additional insurance which it is required by law to provide or which it considers necessary.

**A1.6 Insurance Requirements Independent of Agreement Obligations**

Neither the providing of insurance by the Consultant or the Sub-contractors in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing, will be held to relieve the Consultant from any other provisions of this Agreement with respect to liability of the Consultant or otherwise.

APPENDIX B - PROPOSAL

APPENDIX C - RFP