



REQUEST FOR EXPRESSIONS OF INTEREST NO. PS20171055 (the "RFEOI")

MOBILE PUMP-OUT BOAT SERVICE IN FALSE CREEK

Expressions of Interest are to be addressed to the Purchasing Services Office at City of Vancouver and MUST be received prior to 3:00 p.m., Vancouver Time (as defined in Note 3 below), on June 20<sup>th</sup>, 2017 (the "Closing Time").

EXPRESSIONS OF INTEREST WILL NOT BE PUBLICLY OPENED.

NOTES:

1. An Expression of Interest MUST be sent to the address specified below by mail or delivered by courier or otherwise in person to the bid drop box at the following address, in each case prior to the Closing Time.  

City of Vancouver  
Supply Chain Management  
4th Floor, Vancouver City Hall  
453 West 12th Avenue  
Vancouver, British Columbia  
Canada, V5Y 1V4
2. Each Expression of Interest must be marked with the vendor's name and the RFEOI title and number.
3. "Vancouver Time" will be conclusively deemed to be the time shown on the clock above the Supply Chain Management drop box on the 4th Floor of Vancouver City Hall.
4. The City of Vancouver is open on business days from 8:30 a.m. to 4:30 p.m., Vancouver Time, and is closed Saturdays, Sundays, and holidays.
5. DO NOT SUBMIT EXPRESSIONS OF INTEREST BY FAX OR EMAIL.
6. All queries related to this RFEOI should be submitted in writing to the attention of:

Wen Shi  
Buyer  
Email: [wen.shi@vancouver.ca](mailto:wen.shi@vancouver.ca)  
(the "Contact Person")

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MOBILE PUMP-OUT BOAT SERVICE IN FALSE CREEK  
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## SECTION 1 GENERAL INFORMATION

### 1.1 Introduction

The City of Vancouver (the “City”) is seeking expressions of interest (“Expressions of Interest”) from vendors with expertise in providing and operating a mobile (boat-based) pump-out service for the recreational, commercial (e.g. fishing, sightseeing, dinner cruises) and live-aboard boats in False Creek area.

### 1.2 Background

As part of City’s efforts to reduce sewage discharge from boats into False Creek and keep the water safe for all users, the City is seeking an entity to provide and operate a mobile (boat-based) pump-out service. This entity would provide mobile pump-outs for recreational, commercial (e.g. fishing, sightseeing, dinner cruises) and live-aboard boats in False Creek that require their black water tanks to be emptied, but that are unable or unwilling to use marina-based pump-out services.

### 1.3 Scope of Work

The entity would:

- 1) Provide and operate 1 boat in good condition. This vessel shall be Transport Canada certified and would ideally be between 26’ and 32’ in length. It would have the capability to pump out black water from other boats of various sizes at a rate of approximately 25 gallons/minute, and have an on-board storage tank with a capacity for approximately 1500-2000 litres of black water.
- 2) Hire and train qualified and friendly staff capable of operating the boat and reliably providing pump-out service for approximately 3 days per week, 6 hours per day, and for the period of July through October, 2017.
- 3) Equip staff with a cell phone that can be contacted to request pump-out service. Staff would also need to proactively approach boaters to offer this free service.
- 4) Provide services including:
  - Pumping-out recreational, commercial, and live-aboard boats, and tank flushes where requested and feasible. These services must be provided professionally and carefully so as to not damage the boats being serviced, any other boats nearby, or marina property.
  - Adding biodegradable dye tablets to vessel black water tanks upon being emptied.
  - Offering information on the pump-out service and related boating amenities to visiting vessels.
- 5) Observe boating activity in False Creek, and identify and implement opportunities for increasing the uptake of this service.
- 6) Report any suspected illegal discharges to the City’s Environmental Protection Officers.
- 7) Keep a log of the vessels serviced and an estimate of the black water pumped for each, and meet monthly performance targets for both.
- 8) Empty the pump out boat’s storage tank at the Burrard Civic Marina, as required (free of charge).

- 9) Operate the entity in a sustainable way, utilizing environmentally friendly supplies wherever possible, and making efforts to ensure that no garbage, oil, or black water from the pump-out boat enters False Creek.
- 10) Provide safety and other equipment as needed.
- 11) Ensure the ongoing operation of the vessel, including fueling and maintenance.
- 12) Create effective signage for the boat, and business cards that can be handed out.
- 13) Obtain required insurance as defined in the sample form of agreement for the entity.
- 14) Send monthly invoices to the City.

Because this trial service is being funded by the City, the entity will provide this service at no cost to boat owners, and therefore would not need to handle any payments. The City will provide free moorage of the selected entity's boat for the length of the contract at Burrard Civic Marina. The City will also provide advertising support for the selected entity.

#### 1.4 Sustainability

- 1.4.1 The City's Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx> align the City's approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each City vendor 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 Expressions of Interest, to the extent applicable.
- 1.4.2 Vendors are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that a vendor supply materials, and where such materials may cause adverse environmental effects, the vendor should indicate the nature of the hazard(s) in its Expression of Interest. Furthermore, each vendor is asked to advise the City of any known alternatives or substitutes for such materials that would mitigate such adverse effects.

#### 1.5 RFEI Process

- 1.5.1 Interested parties ("Respondents") are required to respond to this RFEI in accordance with the instructions set forth in this RFEI.
- 1.5.2 Expressions of Interest are being requested in order to afford the City of Vancouver the opportunity to gauge such responses and evaluate Respondents' expertise, so that the City may then conduct a more formal procurement process, tailored (as determined in the City's discretion) to the responses received and limited, should the City so determine, to all or some of the RFEI Respondents. The City currently anticipates that it will carry out a request for proposals and that the same will be released to multiple qualified Respondents during the period stated in Schedule 1 – Description of Requirements.
- 1.5.3 Notwithstanding the foregoing, the City may, as a result of the RFEI, decide to proceed directly to negotiate a contract with an outstanding Respondent (or the sole qualified Respondent, if there is only one).

- 1.5.4 The RFEI process is aimed at encouraging businesses with the required level of expertise to participate. Respondents should ensure that their Expressions of Interest demonstrate expertise in mobile pump-out boat services.
- 1.5.5 Any potential Respondent is requested to refrain from submitting an Expressions of Interest if it is not willing to submit bona fide proposal or tender in relation to the subject matter of the RFEI if the City invites the Respondent to participate in a request for proposals or invitation to tender.
- 1.5.6 If a potential Respondent believes that the City may be unable to select it due to a conflict of interest, but is uncertain about this, the potential Respondent is urged to contact the individual named on the cover page above as soon as possible with the relevant information so that the City may advise the vendor regarding the matter.

## 1.6 RFEI Documents

1.6.1 This RFEI consists of:

- (a) the cover page hereof and sections 1 through 6 hereof; and
- (b) schedules as follows:
  - (i) Schedule 1 – Description of Requirements;
  - (ii) Schedule 2 – Letter of Expression of Interest;
  - (iii) Schedule 3 – Format for Expressions of Interest; and
  - (iv) Schedule 4 – Certificate of Existing Insurance
  - (v) Schedule 5 – Declaration of Supplier Code of Conduct Compliance
  - (vi) Schedule 6 - Vendor Sustainability Leadership Questionnaire
  - (vii) Schedule 7 - Sample Form of Agreement (will be applied in the 2<sup>nd</sup> phase - Request for Proposals/Request for Quotations stage)

(collectively, the “RFEI Documents”)

1.6.2 If the City of Vancouver issues any amendments or addenda to the RFEI Documents, such amendments or addenda will form part of the RFEI Documents. It is the sole responsibility of all Proponents to check the City’s website at: <http://www.vancouver.ca/fs/bid/bidopp/openbid.htm> regularly for amendments or addenda to the RFEI Documents, including questions and answers posted by the City in relation to this RFEI.

## SECTION 2 QUALIFICATION CRITERIA

### 2.1 General

The City currently expects to base its decision with respect to each Respondent’s qualification (or not) to participate in a request for proposals on (i) whether the statement of qualifications submitted by the Respondent as part of its Expression of Interest (its “Statement of Qualifications”) has met, and whether such Statement of Qualifications shows that the Respondent has met, the requirements set out in the RFEI Documents and (ii) the evaluation criteria set out in Schedule 1 – Description of Requirements.

## 2.2 Key Personnel and Subcontractors

- 2.2.1 As part of its Statement of Qualifications, a Respondent should submit the names of proposed key personnel and subcontractors.
- 2.2.2 Qualification to participate in a request for proposals may be conditioned on the use of the key personnel and subcontractors specified in a Statement of Qualifications, or other personnel or subcontractors approved in advance by the City.
- 2.2.3 A Respondent should therefore not change its key personnel or subcontractors without discussing the same with the City.
- 2.2.4 Notwithstanding the following, by submitting an Expression of Interest, each Respondent acknowledges that if selected to participate in a request for proposals, the Respondent may be required to include subcontractors selected by the City.

## SECTION 3 COMMUNICATIONS

Respondents may not communicate with the City about the RFEOI except in writing by fax or email to the contact person listed on the cover page of this RFEOI.

## SECTION 4 SUBMISSION OF EXPRESSIONS OF INTEREST

### 4.1 Delivery

Each Respondent should submit an original of its Expression of Interest and the number of copies of its Expression of Interest specified in Schedule 1 – Description of Requirements, in a sealed envelope, delivered physically as stated on the cover page of the RFEOI. It is each Respondent's sole responsibility to ensure delivery of its Expression of Interest by the Closing Time. All submissions should be made at the Respondent's sole cost and expense.

### 4.2 Late Expressions of Interest

The City of Vancouver may, in its discretion, accept, or reject and return, any Expression of Interest received after the Closing Time.

### 4.3 Form of Expression of Interest

Each Expression of Interest must consist of a letter in the form set forth in Schedule 2 together with a Statement of Qualifications in the format set forth in Schedule 3, an insurance certificate in the form set forth as Schedule 4 and declaration of Supplier Code of Conduct compliance in the form of Schedule 5.

### 4.4 Lack of Information

Following receipt of an Expression of Interest, the City of Vancouver may, in its sole discretion and without having any duty or obligation to do so, request that the Respondent provide the City of Vancouver with additional information to clarify or substantiate the information provided by the Respondent. If a Respondent fails to provide information required for the City's evaluation of the Respondent's qualifications, or fails to provide timely clarification or substantiation of the information supplied, that failure may result in no further consideration being given to the Expression of Interest.

#### 4.5 Material Changes

Respondents should inform the City of Vancouver of any material change in information that might affect their qualification status at any time during the RFEOI process. Participants in a request for proposals will be required to update key qualification information at the time of proposal submission. Prior to the entry into any agreement for goods or services, a successful vendor will be required to confirm its continued status.

### SECTION 5 REVIEW OF EXPRESSIONS OF INTEREST

#### 5.1 Evaluation by the City of Vancouver

The City will review the Expressions of Interest submitted to determine whether, in the City's opinion, each Respondent has demonstrated that it has the required experience and qualifications in order for it to advance in the City's procurement process. In doing so, the City currently expects to base its decision with respect to each Respondent on (i) whether the Statement of qualifications submitted by the Respondent has met, and whether such Statement of Qualifications shows that the Respondent has met, the requirements set out in the RFEOI Documents and (ii) the evaluation criteria set out in Schedule 1 – Description of Requirements. The City currently expects to select a number of Respondents ("Pre-Qualified Respondents"); provided that:

5.1.1 the determination of which Respondents are designated as Pre-Qualified Respondents will be at the sole discretion of the City; and

5.1.2 the City reserves the right to limit the number of Respondents designated as Pre-Qualified Respondents.

#### 5.2 Inquiries

The City, in its sole discretion and without having any duty or obligation to do so, may conduct any inquiries or investigations, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with an Expression of Interest and may seek clarification from a Respondent's bankers and clients regarding any financial and experience issues.

#### 5.3 Non-Conforming Expressions of Interest

Expressions of Interest which fail to conform to the format requirements set forth in Schedule 3 hereto or which fail to conform to any other requirement of these RFEOI Documents may be rejected by the City of Vancouver, in its discretion. Notwithstanding the foregoing or any other provision of these RFEOI Documents, the City may at its sole discretion elect to retain for consideration Expressions of Interest which deviate either materially or non-materially from the format requirements set out in Schedule 3 hereto or which otherwise fail to conform to any other requirement of these RFEOI Documents.

### SECTION 6 NOTIFICATION AND RFP PROCESS

#### 6.1 Notification of Prequalification

Following the Closing Time, the City of Vancouver will only notify those Respondents which are selected as Pre-Qualified Respondents (or with which the City proposes to proceed to negotiate an agreement). The City of Vancouver thanks all other Respondents for their interest.

## 6.2 Changes after Pre-Qualification

Any change in the structure or formation of a Pre-Qualified Respondent will be subject to prior written approval of the City prior to the deadline for submission of proposals or tenders. The City may deny that approval if the change in the structure or formation of the Pre-Qualified Respondent, from that presented in the Expression of Interest, would have affected whether or not the Respondent would have been short-listed in the first instance.

## 6.3 The City of Vancouver Rights

6.3.1 The City may, without liability to any Respondent or Pre-Qualified Respondent, may:

- (a) amend the scope and description of the goods and services to be procured under the RFEOI or any subsequent request for proposals process, varying them from those described herein, or amend the qualifications that may be required to meet those requirements;
- (b) reject or accept any or all Expressions of Interest;
- (c) cancel the RFEOI process and reject all Expressions of Interest;
- (d) cancel the RFEOI process and commence a new process in respect of the same request for proposals with the same or an amended set of documents, information or requirements;
- (e) request that any Respondent provide additional information, clarifications or goods samples or demonstrations, without requesting the same from all Respondents; or
- (f) terminate the RFEOI process and enter into direct negotiations with any party whether or not a Respondent .

6.3.2 By submitting an Expression of Interest, a Respondent acknowledges and agrees that these RFEOI Documents are, in no way whatsoever, an offer to enter into an agreement (except on the limited terms and conditions expressly stated in Schedule 2), and that submission of an Expression of Interest by a Respondent does not in any way whatsoever create any obligation on the part of the City to treat the Respondent's or any other Respondent's Expression of Interest in any particular manner or undertake the City's RFEOI process in any particular manner (except as expressly stated in Schedule 2 with respect to confidentiality).

6.3.3 The form of letter set forth in Schedule 2 also contains a release of the City's liability and other important terms and conditions that should be reviewed carefully by each Respondent, and each Respondent should obtain the advice of independent legal counsel in connection therewith.

## 6.4 Information Disclaimer

6.4.1 The City makes no representation, warranty or undertaking with respect to these RFEOI Documents and the City and its directors, officers, employees, agents, consultants and advisors will not be liable or responsible for the accuracy or completeness of the information in these RFEOI Documents or for any other written or oral information made available to any interested person or its advisors, and any similar such liability however arising, is expressly disclaimed by the City.



- 6.4.2 Each Respondent should conduct its own independent investigations of all relevant matters and must not rely on the City in such regard. The information contained in the RFEOI Documents is provisional and is expected to be superseded by information in a request for proposals and other documents.

## SECTION 7 CONFLICTS/COLLUSION/LOBBYING

### 7.1 Conflicts of Interest Generally

Each Respondent must disclose whether any officer, director, shareholder, partner, employee or contractor of the Respondent or of any of its proposed subcontractors, or any other person related to the Respondent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest is:

- (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,

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

### 7.2 Former City Employees

Each Respondent must disclose whether any person having an interest (as defined above) is a former official, former employee or former contractor of the City who has non-public information relevant to the RFEOI obtained during his or her employment or engagement by the City. The City will evaluate each matter disclosed to determine whether and to what extent the Respondent can be given consideration in the RFEOI in light of the particular matter.

### 7.3 Other Clients

Each Respondent must disclose whether the Respondent or any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFEOI would create a conflict of interest or the appearance of a conflict of interest between the Respondent's duties to the City and the Respondent's or its subcontractors' duties to such third party. The City will evaluate each matter disclosed to determine whether and to what extent the Respondent can be given consideration in the RFEOI in light of the particular matter.

### 7.4 Collusion

Each Respondent is required to disclose whether the Respondent is competing for purposes of the RFEOI with any entity with which it is legally or financially associated or affiliated. Each Respondent must also disclose whether it is cooperating in any manner in relation to the RFEOI with any other Respondent responding to the RFEOI. The City will evaluate each matter disclosed to determine whether and to what extent the Respondent can be given consideration in the RFEOI in light of the particular matter.

7.5 Lobbying

Each Respondent is required to disclose whether it or any officer, director, shareholder, partner, employee or agent of the Respondent or any of its proposed subcontractors: (1) is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; or (2) has engaged in any form of political or other lobbying whatsoever with respect to the RFEOI or sought, other than through the submission of its Expression of Interest, to influence the outcome of the RFEOI process. The City will evaluate each matter disclosed to determine whether and to what extent the Respondent can be given consideration in the RFEOI in light of the particular matter.

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MOBILE PUMP-OUT BOAT SERVICE IN FALSE CREEK  
SCHEDULE 1 – DESCRIPTION OF REQUIREMENTS

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SCHEDULE 1 – DESCRIPTION OF REQUIREMENTS

RFEOI Section Reference	
1.1 - 1.5	<p>Description of Products and Services:</p> <p>The City seeks Expressions of Interest from Respondents who have expertise in mobile pump-out boat services.</p>
1.5	<p>If the City chooses to issue a Request for Proposals (“RFP”) pursuant to this RFEOI, the anticipated period of issuance of the RFP is estimated to be on or before September 2017. If a RFP is issued pursuant to this RFEOI, only the selected Respondents to the RFEOI may be permitted to respond to the RFP.</p>
2.1 & 5.1	<p>Evaluation Criteria</p> <p>Qualifications and relevant corporate experience and capability of the Respondent;</p> <ul style="list-style-type: none"><li>(a) Ability to meet City’s insurance requirements;</li><li>(b) Financial capability;</li><li>(c) Proposed approach and methodology including appropriate or required equipment;</li><li>(d) Proven track record substantiated by recent and relevant client references;</li><li>(e) Sustainability; and</li><li>(f) History of any litigation or claims made against the Respondent, or made by the Respondent against the City, during the three years previous to the Closing Time.</li></ul> <p>Note: The above evaluation criteria may not necessarily be listed in order of importance and will not necessarily be weighted equally.</p>
4.1	<p>Number of Copies of Each Expression of Interest (in Addition to the Original) to be Submitted:</p> <p>One (1) original hard copies and one (1) electronic copy on USB (in a single file, arranged in the same order as the hard copy).</p>

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MOBILE PUMP-OUT BOAT SERVICE IN FALSE CREEK  
SCHEDULE 2 – LETTER OF EXPRESSION OF INTEREST

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SCHEDULE 2 – LETTER OF EXPRESSION OF INTEREST

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*[Letterhead paper of the Respondent or participant responsible for a joint venture, including full postal address, telephone and facsimile.]*

Date: \_\_\_\_\_

TO: THE CITY OF VANCOUVER (the “City”)

RE: EXPRESSION OF INTEREST -- REQUEST FOR EXPRESSIONS OF INTEREST NO. PS20171055 (the “RFEOI”) IN RESPECT OF MOBILE PUMP-OUT BOAT SERVICE IN FALSE CREEK

1. Being duly authorized to represent and act on behalf of \_\_\_\_\_

*[Insert full corporate name and if a joint venture, then state “on behalf of...” and list the full corporate names of the companies forming the joint venture],* the undersigned hereby submits the attached Statement of Qualifications and supporting materials on behalf thereof.

2. Herein, the term “Respondent” refers to \_\_\_\_\_

*[insert full corporate name and if a joint venture, then state “...refers to each of” and list the full corporate names of the companies forming the joint venture].*

3. The City and its representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this Expression of Interest, and to seek clarification from the Respondent’s bankers and clients regarding any financial and experience issues, and to do all other things stated in the RFEOI.

4. Capitalized terms used herein have the definitions ascribed thereto in the RFEOI.

5. The City its representatives may contact the following persons for further information:

\_\_\_\_\_ *[Insert respondent’s information.]*

6. This Expression of Interest is made with the full understanding and agreement that:

- (a) any information submitted during qualification may be subject to verification by the City of Vancouver, including during evaluation of any subsequent proposal or tender;
- (b) the Respondent will (and does hereby undertake to) submit a bona fide proposal or tender in relation to the subject matter of the RFEOI (and consistent with this Expression of Interest) if the City invites the Respondent to participate in a request for proposals or invitation to tender;
- (c) the City of Vancouver may:
  - (i) amend the scope and description of the goods and services to be procured under the RFEOI or any subsequent request for proposals process, varying them

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MOBILE PUMP-OUT BOAT SERVICE IN FALSE CREEK  
SCHEDULE 2 – LETTER OF EXPRESSION OF INTEREST

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from those described in the RFEOI, or amend the qualifications that may be required to meet the City's requirements;

- (ii) reject or accept any or all Expressions of Interest;
  - (iii) cancel the RFEOI process and reject all Expressions of Interest;
  - (iv) cancel the RFEOI process and commence a new process in respect of the same request for proposals with the same or an amended set of documents, information or requirements;
  - (v) request any respondent to provide additional information or clarification or goods samples or demonstrations without requesting such information from all respondents; or
  - (vi) terminate the RFEOI process and enter into direct negotiations with any party whether or not a respondent; and
- (d) the City of Vancouver will not be liable in any way whatsoever for any actions described under 4(c) of this letter.
7. The Respondent acknowledges and agrees that the RFEOI Documents are, in no way whatsoever, an offer to enter into an agreement except on the limited terms and conditions expressly stated in this letter, and submission of this Expression of Interest by the Respondent does not in any way whatsoever create any obligation on the part of the City to treat the Respondent's or any other respondent's Expression of Interest in any particular manner or undertake the City's RFEOI process in any particular manner (except as expressly stated below in this letter with respect to confidentiality).
8. The Respondent acknowledges and agrees to the information disclaimers and other terms and conditions set forth in the RFEOI.
9. Except only and to the extent that the City is in breach of Section 10 of this letter, the Respondent now releases the City, its officials, its agents and its employees from all liability for any costs, damages or losses incurred in connection with the RFEOI, including any cost, damages or losses in connection with:
- (a) any alleged (or judicially determined) breach by the City or its officials, agents or employees any obligation or duty under the RFEOI;
  - (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFEOI; or
  - (c) the manner in which the City: reviews, considers, evaluates or negotiates any Expression of Interest; addresses or fails to address any Expression of Interest; or resolves to enter into any contract or not enter into any contract.
10. Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the City's right to publicly disclose information about or from any Expression of Interest, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFEOI, the City will treat the Expression of Interest (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

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SCHEDULE 2 – LETTER OF EXPRESSION OF INTEREST

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11. The Respondent acknowledges receipt of the following amendments and addenda (if applicable);
- Amendment/Addendum No. \_\_\_\_\_ [Complete] Date: \_\_\_\_\_ [Complete]
- Amendment/Addendum No. \_\_\_\_\_ [Complete] Date: \_\_\_\_\_ [Complete]
- Amendment/Addendum No. \_\_\_\_\_ [Complete] Date: \_\_\_\_\_ [Complete]
12. Any dispute relating to the RFEOI (except to the extent that the City breaches Section 10 above) 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 9 of this letter, and the other provisions hereof, will apply; and
  - (c) The Respondent will bear all costs of the arbitration.
13. The Respondent (a) has read, understands and agrees to the terms and conditions in this letter, (b) has had an opportunity to seek legal counsel and (c) affirms that the statements made in its Expression of Interest are true and correct in every detail.

Respondent Name(s): \_\_\_\_\_

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

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

Title of Signatory: \_\_\_\_\_

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

Cheque Payable/Remit to Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Key Contact Person: \_\_\_\_\_ E-mail: \_\_\_\_\_

GST Registration No.: \_\_\_\_\_ Date and Jurisdiction of Incorporation: \_\_\_\_\_

City of Vancouver Business License No.  
(or, if available, Metro West Inter-Municipal Business License No.): \_\_\_\_\_ WorkSafeBC Registration No.: \_\_\_\_\_

SCHEDULE 3 – FORMAT FOR EXPRESSIONS OF INTEREST

Expressions of Interest submitted by Respondents should consist of:

1. a completed and duly executed Letter of Expression of Interest (the foregoing Schedule 2);
2. a completed and duly executed insurance certificate (the following schedules 4);
3. a completed and duly executed Declaration of Supplier Code of Conduct Compliance (the following schedules 5); and
4. a Statement of Qualifications, consisting of and arranged as follows:

(a) Title Page (1 page)

The title page should identify the RFEOI number identified on the cover page of this RFEOI, the Closing Time, and the Respondent's name, address, telephone number, fax number and contact person.

(b) Table of Contents / Index

(c) Corporate Experience:

- Describe the type of entity (for example, individual, corporation, partnership, sole proprietorship) and if a joint venture, clearly state this and state who the joint venture parties are and identify who is acting as the lead.
- Describe the company/entity size, depth, and annual sales volumes (in dollars).
- Provide client references, where possible.
- Provide a history of litigation or claims made against the Respondent during the three years immediately prior to the Closing Time.

(d) Corporate Capability:

- Describe the Respondent's capability (financial, experience and workload capacity) to undertake the role of supplier.
- Provide resumes of proposed key personnel.

(e) Completed and Current Major Projects

- List three relevant projects, with names of customers, dollar amounts, names of company personnel involved and client/owner references.
- Describe the Respondent's capacity to undertake the project and describe any other projects scheduled during the anticipated time frame.

(f) Sustainability

The City seeks vendors who demonstrate a commitment to environmental and social sustainability in their own operations. Therefore, each Expression of Interest should

RFEI No. PS20171055  
MOBILE PUMP-OUT BOAT SERVICE IN FALSE CREEK  
SCHEDULE 3 – FORMAT OF EXPRESSION OF INTEREST

---

include a completed Schedule 6 - Vendor Sustainability Leadership Questionnaire outlining the Respondent’s sustainability practices.

(g) **Outline of Services to be Provided**

Provide a brief discussion of your methodology and approach to provide the mobile pump-out boat service.

(h) **Conflicts/Collusion/Lobbying**

Provide information responsive to Section 7.0 of the RFEI.

(i) **Deviations and Variations**

Each Proposal should contain a section titled “Deviations and Variations,” in which the Proponent shall:

- note proposed deviations or variations from the project requirements as outlined in Section 1.3 - Scope of Work, even if such deviations or variation are also noted elsewhere in the Proposal; and
- complete the form set out below by detailing any proposed amendments to the Form of Agreement (Schedule 7 - Sample Form of Agreement), which will be applied in the 2<sup>nd</sup> phase request for proposals stage. If no amendments to the Form of Agreement are proposed, the Proponent should state that its Proposal is fully consistent with the Form of Agreement. 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

- complete the form set out below to confirm whether your organization is able to comply with the City’s insurance requirements as outlined in Form of Agreement (Schedule 7 - Sample Form of Agreement), which will be applied in the 2<sup>nd</sup> phase request for proposals stage.

Type of Insurance	Able to Meet the requirement? (Yes / No)	Comments (if No)
Commercial general liability insurance		
Protection & Indemnity Insurance		
Environmental Impairment Liability Insurance		
All-risks property insurance		
Hull & Machinery Insurance		



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 MOBILE PUMP-OUT BOAT SERVICE IN FALSE CREEK  
 SCHEDULE 4 - CERTIFICATE OF EXISTING INSURANCE



SCHEDULE 4 - CERTIFICATE OF EXISTING INSURANCE  
 CERTIFICATE OF EXISTING INSURANCE  
 TO BE COMPLETED AND APPENDED TO THE PROPOSAL

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

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

**BUSINESS TRADE NAME or DOING BUSINESS AS**

**BUSINESS ADDRESS**

**DESCRIPTION OF OPERATION**

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

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

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**  
 Including the following extensions:
 

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

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

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

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

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

7. **PROFESSIONAL LIABILITY INSURANCE** **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** **Limits of Liability**  

TYPE OF INSURANCE _____	Per Occurrence \$ _____
INSURER _____	Aggregate \$ _____
POLICY NUMBER _____	Deductible Per Loss \$ _____
POLICY PERIOD From _____ to _____	
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**

RFEOI No. PS20171055  
MOBILE PUMP-OUT BOAT SERVICE IN FALSE CREEK  
SCHEDULE 5 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

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SCHEDULE 5 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE  
DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

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

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

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

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

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

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

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

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

RFEOI No. PS20171055  
MOBILE PUMP-OUT BOAT SERVICE IN FALSE CREEK  
SCHEDULE 6 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

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SCHEDULE 6 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

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

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

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

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

If additional space is required, the Respondents may attach its response(s) to this Schedule 6 and reference the relevant question and section number.

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

For all questions where the answer is ‘Yes’ and additional information is requested, if this information is not included in the Express of Interest, the answer may not be evaluated.

Questionnaire structure:

Section 1: Environmental Impact	Reducing greenhouse gas (GHG) emissions Reducing waste Sustainable purchasing
Section 2: Social Impact	Workplace development programs Supporting social enterprises
Section 3: Definitions	Definitions for key terms used in this Schedule.

**SECTION 1: ENVIRONMENTAL IMPACT**

This section of the leadership questionnaire addresses the following:

- reducing greenhouse gas (GHG) emissions
- reducing waste
- sustainable purchasing

1. Does your company own or lease buildings (including warehouses) in Metro Vancouver?

- Yes                       No

If no, skip to question 2.

If yes, describe efforts in the past three (3) years to improve the energy efficiency of buildings owned and/or leased in Metro Vancouver with respect to the elements listed below. Please limit answer to 300 words or less.

- a. Equipment and lighting upgrades (e.g., HVAC, water heaters, LED lighting):
- b. Building envelope improvements (e.g., insulation, windows):
- c. Staff conservation and engagement programs (e.g., turning off lights and computers, etc.)

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

- Yes                       No

If no, skip to question 3.

If yes, describe actions in the past three (3) years to reduce the GHG emissions of vehicles and heavy equipment operated in Metro Vancouver. (Actions could include: purchase of low emissions vehicles, use of alternative fuels, deployment of telematics software, driver training programs, etc.). Please limit answer to 300 words or less.

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3. Describe any other initiatives that have significantly reduced the GHG emissions of your operations. Please limit answer to 200 words or less.

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MOBILE PUMP-OUT BOAT SERVICE IN FALSE CREEK  
SCHEDULE 6 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

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4. Does your company have an office recycling program in place?

- Yes                       No

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

- office paper
- plastic and glass containers
- soft plastic
- food waste/compostables
- batteries
- printer or toner cartridges
- Styrofoam

5. Describe any other initiatives that have significantly reduced waste from your operations. Please limit answer to 200 words or less.

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6. Indicate which environmentally preferable goods or services your company currently purchases - check only those that apply:

- Fair trade and/or organic beverages or other sustainable food items
- Copy paper (e.g., 100 per cent post-consumer waste; Forest Stewardship Council certified, tree free)
- Janitorial supplies (e.g., ECOLOGO, Green Seal certified)
- IT equipment (e.g., ECOLOGO, EPEAT Gold, EnergyStar qualified)
- Office products
- Printing services
- Promotional (marketing) items (e.g, corporate giveaways, prizes, employee recognition awards)
- Courier services
- Catering services
- Landscaping Services
- Other: (list)

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**SECTION 2: SOCIAL IMPACT**

This section of the leadership questionnaire addresses the following elements:

- Workplace development programs
- Supporting social enterprises

1. Does your company employ and/or provide training opportunities for *people with barriers to employment* (e.g., people with addictions, disabilities, mental health issues; people who are newcomers or refugees, etc.) that go beyond the hiring practices required by law? See definition of *people with barriers* in Section 3 below.

- Yes                       No

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

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

- Yes                       No

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

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3. Is your company structure either of the following:

a. Social enterprise (as defined in Section 3 below).

- Yes                       No

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

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b. Community Contribution Company (C3 or CCC, as defined in Section 3 below)

- Yes                       No

4. Describe any additional social sustainability initiatives that demonstrate your company's commitment to the health and well-being of local communities. Please limit answers to 200 words or less.

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### SECTION 3: DEFINITIONS

#### Social Enterprise:

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

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

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

#### Person with Barriers to Employment:

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

#### Community Contribution Company (C3):

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

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

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

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

SCHEDULE 7 - SAMPLE FORM OF AGREEMENT



SERVICES CONTRACT

CONTRACT NO: PS20171055  
MOBILE PUMP-OUT BOAT SERVICE IN  
FALSE CREEK

City of Vancouver (the "City")

having the following address:  
453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia, Canada  
V5Y 1V4

Name of City Project Manager: [ ]  
Tel Number: 604 [phone number of project manager]  
Email: [email address of the project manager]

AND: <legal name of other party> (the "Contractor")

having the following address:  
[address of other party]

Name of Project Manager: [ ]  
Tel Number: 604.[phone number]  
Email: [email address]

This contract for services is comprised of this cover page, the following parts A, B, C, D and E, the attached Services Contract Terms and Conditions, and any other attachments, schedules, appendices or annexes expressly referred to in the aforementioned parts A, B, C, D and E, and the signature blocks following Part F below. By signing below, the City and the Contractor hereby agree to be bound by the terms of this contract.

PART A - SERVICES:

As part of City's efforts to reduce sewage discharge from boats into False Creek and keep the water safe for all users, the City is seeking an entity to provide and operate a mobile (boat-based) pump-out service. This entity would provide mobile pump-outs for recreational, commercial (e.g. fishing, sightseeing, dinner cruises) and live-aboard boats in False Creek that require their black water tanks to be emptied, but that are unable or unwilling to use marina-based pump-out services.

The Services are further described in Schedule A.

Start date for the Services: < > (the "Start Date")

The Contractor agrees to complete the Services by: < >

PART B - FEES AND EXPENSES:

Fees: < description >

Expenses: [Tick applicable ONE; tick one.]

- Reimbursable by the City but only in accordance with this Contract (see the Services Contract Terms and Conditions); or
- Not reimbursable (included in fees)

Maximum Amount of Fees and Expenses (the "Maximum Amount"): < description >

The fees and expenses are further described in Schedule B.

[Delete if not included.]

Billing Date(s): See Section 20 of the Services Contract Terms and Conditions

Definitions:

"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.

"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.

PART C: APPROVED SUBCONTRACTORS

< > [Provide names or write "None" .]



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MOBILE PUMP-OUT BOAT SERVICE IN FALSE CREEK  
SCHEDULE 7 - SAMPLE FORM OF AGREEMENT

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**PART D: INSURANCE**

Without limiting any of its obligations or liabilities under this Services Contract, the Contractor will obtain and continuously carry and will cause its subcontractors to obtain and continuously carry during the term of the Services Contract at its own expense and cost, the following insurance coverages with minimum limits of not less than those shown in the respective items set out below:

- (a) *Commercial general liability insurance* with a limit of not less than \$5,000,000 per occurrence, and a deductible of not more than \$5,000, protecting the Contractor and the Contractor'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 Contractor or the actions of the Contractor or the Contractor's personnel. The policy will contain a cross-liability clause in favour of the City and will name the City and the City's officials, officers, employees and agents as co-insureds;
- (b) *Protection & Indemnity Insurance* including City's legal liability insurance to cover all claims for bodily injury including death, property damage or loss arising out of the activities conducted by the Contractor, any Subcontractor, or their respective employees or agents in an amount no less than five million dollars (\$5,000,000) per occurrence and a deductible of not more than ten thousand dollars (\$10,000);
- (c) *Environmental Impairment Liability Insurance* if any for a limit not less than \$5,000,000 per occurrence for Contractors and for Subcontractors, and shall include a standard form of severability of interests and cross-liability clause. The deductible per occurrence shall not greater than \$50,000 covering third party bodily injury, property damage and clean-up costs arising out of a pollution event including but not limited to unexpected and unintentional spill, discharge, emission, dispersal, leakage, migration, release or escape of pollutants. Coverage will include the transportation, loading and unloading of materials. The City of Vancouver added as co-insured;
- (d) *All-risks property insurance* covering the Contractor's property of every description containing a provision in which the insurer waives all rights which it may acquire by payment of a claim to recover the paid amount from the City or its officials, officers, employees or agents; and
- (e) *Hull & Machinery Insurance* including towing liability, in the amount not less than the full value of the vessel, barge or equipment with a deductible of no more than ten thousand dollars (\$10,000) protecting the Contractor and its Subcontractors from all claims for loss or damage to any vessel, barge or equipment arising out of ownership or operation of the Contractor or its Subcontractors.

All insurance policies required by this Services Contract will be in a form, in amounts and with insurers acceptable to the City. All policies will provide that the insurer will provide the City with thirty (30) days' prior written notice of any material change, lapse or cancellation of the policy. Notice must identify the contract title, number, policy holder, and scope of work.

The Contractor and each of its subcontractors will provide at its own cost any additional insurance which it is required by law to provide or which it considers necessary.

Neither the providing of insurance by the Contractor 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 Contractor from any other provisions of the Services Contract with respect to liability of the Contractor or otherwise.

The insurance coverage will be primary insurance as respects the City. Any insurance or self-insurance maintained by or on behalf of the City or its officials, officers, employees, or agents will be excess of the Contractor's insurance and will not contribute with it.

Prior to the Start Date, the Contractor will provide the City with evidence of all required insurance in the form of a "Certificate of Insurance" (on the City's form).

The Certificate of Insurance will identify the contract title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. The Contractor will provide proof of insurance, in the form of a Certificate of Insurance or certified copies of all insurance policies to the Manager, Contracts and Administration at any time immediately upon request.

The Contractor will provide in its agreements with its subcontractors clauses in the same form as in this Part D. Upon request, the Contractor will deposit with the City detailed certificates of insurance for the policies it has obtained from its subcontractors and a copy of the applicable insurance clauses from its sub-contract agreements.

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MOBILE PUMP-OUT BOAT SERVICE IN FALSE CREEK  
SCHEDULE 7 - SAMPLE FORM OF AGREEMENT

The Contractor will ensure that the required insurance is provided only by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.

PART E: ADDITIONAL TERMS

<img alt="redacted" data-bbox="71 201 98 214"> [Describe or write "None" .]

The following are integral parts of this Services Contract:

- <img alt="redacted" data-bbox="138 255 165 268"/> name of first schedule>;
- <img alt="redacted" data-bbox="138 273 165 286"/> name of second schedule>; and
- <img alt="redacted" data-bbox="138 291 165 304"/> name of third schedule>.

[Delete if no attachments.]

The parties hereto have duly executed this Contract as of the <img alt="redacted" data-bbox="538 355 565 368"/> day of <img alt="redacted" data-bbox="633 355 660 368"/> month, 2017.

SIGNED AND DELIVERED on behalf of the City by its authorized signatory(ies):

Per: \_\_\_\_\_  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

SIGNED AND DELIVERED on behalf of the Contractor by its authorized signatory(ies):

Per: \_\_\_\_\_  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

RFEOI No. PS20171055  
MOBILE PUMP-OUT BOAT SERVICE IN FALSE CREEK  
SCHEDULE 7 - SAMPLE FORM OF AGREEMENT

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SERVICES CONTRACT TERMS AND CONDITIONS

**A. CONTRACTOR'S OBLIGATIONS**

1. **Performance of Services.** The Contractor agrees to provide the City with the services described in PART A (and in any schedule referred to therein), including, without limitation, and to the extent not expressly described in PART A (or in any such schedule), all services necessary or incidental to the completion of the services contemplated and described therein (the "Services"), all in accordance with the Services Contract (this "Contract"). The Contractor must provide the Services commencing on the Start Date described in PART A and in accordance with the delivery schedule (if any) specified in PART A (or in any schedule referred to therein), regardless of the date of execution or delivery of this Contract. The Contractor must comply with the City's instructions in performing the Services, but unless otherwise specified herein, the Contractor shall at all times retain control over the manner in which those instructions are carried out.
2. **Provision of Service Inputs.** Unless otherwise specified herein, the Contractor must supply and pay for all labour, materials, permits and approvals (including from any relevant government authority) necessary or advisable to provide the Services.
3. **Standard of Care and Applicable Laws.** The Contractor must perform the Services to the standard of care, skill, and diligence prescribed herein, or where not prescribed herein, to the standard customarily maintained by persons providing, on a commercial basis, services similar to the Services, and in accordance with 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 Contractor and its personnel and the Services.
4. **Warranty.** Without limitation to any additional warranties provided by the Contractor, whether indicated on the face of this contract or otherwise provided, the Contractor warrants that: (a) all goods, provided by the Contractor in connection with its performance of the Services ("Goods"), shall be of merchantable quality and free from defects in workmanship and materials; (b) all Goods shall strictly conform to applicable samples, specifications and drawings; (c) all Goods and Services shall be fit for the purpose intended by the City; (d) all Goods shall be free and clear of all liens, charges and encumbrances; (e) the Goods and Services shall comply with the standards set forth by applicable federal, provincial, municipal and industry regulatory agencies; (f) the shipping and handling of any hazardous material will be made in accordance with all applicable laws and regulations; and (g) the Goods and Services shall comply with all applicable environmental protection laws and regulations.  
Unless a longer warranty period is specified on the face of this Contract or is otherwise provided, the foregoing warranty shall be valid for one year from the date of acceptance of the Goods and Services by the City. If at any time prior to the expiration of any applicable warranty period, any weakness, deficiency, failure, breakdown or deterioration in workmanship or material should appear or be discovered in the Goods and Services furnished by the Contractor, or if the Goods and Services do not conform to the terms and conditions of this Contract, the City may at its option (a) require the Contractor to promptly replace, redesign or correct the defective and non-conforming Goods and Services at no expense to the City, or (b) the City may replace or correct the defective Goods and Services and charge the Contractor with all expenses incurred by the City. The Contractor agrees to indemnify and save harmless the City, its officials, officers, employees, assigns, agents, clients and the public from any liability, loss, cost and expense arising either directly or indirectly, from breach of any warranty given by the Contractor hereunder.
5. **Contractor Personnel.** The Contractor must ensure that all persons it employs or retains to perform the Services are competent to perform them and are properly trained, instructed, and supervised, and that all such persons comply with the provisions of this Contract.
6. **Reporting.** The Contractor must, upon the City's request, fully report to the City on all work it does or has done in connection with providing the Services.
7. **Deliverables.** As a result of or as part of providing the Services, the Contractor may receive, create, produce, acquire or collect items including, without limitation, products, goods, equipment, supplies, models, prototypes and other materials; information and data; reports, drawings, plans, designs, depictions, specifications and other documentation (collectively, "Deliverables"). Deliverables do not include items that are: not required to be produced by the Contractor or supplied to the City as part of or together with the Services unless the City pays for such items; or specified in this Contract as being excluded from the

Deliverables category; or items which pre-existed the effective date of this Agreement that are owned by a third party or that are used by the Contractor as part of the services provided to any of its other customers. All Deliverables will be owned solely by the City unless otherwise expressly provided herein and the City will have the complete right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation. The Contractor waives, in favour of the City, all moral rights in the Deliverables, 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. The Contractor will permit the City to inspect and copy all Deliverables.

8. **Confidentiality.** The Contractor acknowledges that, in performing the Services required under this Contract, it may acquire information about matters which are confidential to the City, which information is the exclusive world-wide property of the City or its suppliers or citizens, as the case may be. The Contractor undertakes to treat as confidential all Deliverables and all information received by reason of its position as Contractor and agrees not to disclose the same to any third party either during or after the performance of the Services under this Contract, without the City's express prior written consent.
9. **Insurance.** The Contractor must provide, maintain and pay for, and cause all subcontractors to provide, maintain and pay for, the insurance coverage (if any) described in PART D (including the type and form of policy, the coverage amounts, and the amount of deductible). If no insurance coverage is specified in PART D, the Contractor must provide, maintain and pay for, and cause all subcontractors to provide, maintain and pay for, such insurance as would be obtained by a prudent consultant or contractor providing services similar to the Services. The Contractor must provide written proof of such insurance coverage upon the written request of the City.
10. **WorkSafeBC.** The Contractor 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 Contract. The Contractor 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 Contractor. The City will have the right to withhold payment under this Contract until the WorkSafeBC premiums, assessments or penalties in respect of work done or services performed in fulfilling this Contract have been paid in full. The Contractor will provide the City with the Contractor's and each subcontractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the contractor and each subcontractor is in good standing with WorkSafeBC prior to the City having any obligation to pay monies under this Agreement.  
Whenever the Contractor is required or permitted to perform any Services on any City sites, the Contractor is now appointed and now accepts appointment as the "prime contractor" in connection with such Services and will fulfil its obligations as Prime Contractor in accordance with the Workers Compensation Act (British Columbia), and the regulations thereunder, and the Contractor shall comply with all applicable health and safety laws.
11. **City Business Licence.** The Contractor will maintain a valid City of Vancouver business licence in good standing throughout the duration of this Contract.
12. **Resolution of Disputes.** This Contract will be governed by the laws of British Columbia and the parties now irrevocably attorn to the exclusive jurisdiction of, and agree to submit all disputes to, the courts of British Columbia for resolution. The Contractor shall continue performance of its obligations under this Contract notwithstanding the existence of a dispute.
13. **Independent Contractor.** This Contract is a contract for services and neither the Contractor nor the Contractor's personnel or permitted subcontractors, are, or deemed to be, partners, appointees, employees or agents of the City. The Contractor will not represent to anyone that the Contractor has any authority to bind the City or that the Contractor is an employee or agent of the City.

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14. **No Assignment or Subcontracting.** The Contractor will not assign or subcontract (other than to persons listed in PART C (or a schedule referred to therein)), either directly or indirectly (including, without limitation, by way of any transfer of control of the shares or ownership interests in the Contractor), this Contract or any right or obligation of the Contractor under this Contract, without the prior written consent of the City, which consent may be arbitrarily withheld. No assignment or subcontract, whether consented to or not, relieves the Contractor from any obligations under this Contract. The Contractor must ensure that any assignee or subcontractor fully complies with this Contract in performing the Services and nothing in this Contract creates any contractual relationship between a subcontractor and the City.
15. **Conflict of Interest.** The Contractor must not provide any services to any person in circumstances which, in the City's reasonable opinion, could give rise to a conflict of interest between its duties to that person and its duties to the City under this Contract.
16. **Release and Indemnification**
- a. Release
- The Contractor now releases the City and the City's personnel from all losses including those caused by personal injury, death, property damage or loss, and economic loss, arising out of, suffered or experienced by the Contractor or the Contractor's personnel in connection with their performance of the Services.
- b. Acceptance "As Is"
- In undertaking the Services, the Contractor acknowledges that it has inspected the City's site(s), agrees to accept the site(s) "as-is" and undertakes to take all precautions necessary to ensure the safety of all the Contractor's personnel.
- c. Indemnity
- Despite any insurance which may be placed by the City, the Contractor now agrees to indemnify and save harmless the City and its officials, officers, employees, agents, successors, assigns and authorized representatives (in each case, an "Indemnified Party") from and against all costs, losses, claims, damages, actions and causes of action ("Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the completion of the Services or sooner cancellation of this Contract, that arise out of any act or failure to act of the Contractor or the Contractor's personnel, permitted assignees or subcontractors in connection with the performance of this Contract, including any Claims that arise out of or are in any way related to unpaid WorkSafeBC assessments or the failure to observe safety rules, regulations and practices of WorkSafeBC, 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.
- d. Separate from Other Remedies and Rights
- Nothing in this Contract (including this indemnity) will affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.
- e. Survival of Release/Indemnity
- This Section 16 will survive the expiry or sooner termination of this Contract.
- B. CHANGES TO SERVICES**
17. **Changes.** The City may, at any time and from time to time and without invalidating this Contract, require a change to the Services and/or to the schedule for the delivery of the Services. Should the Contractor consider that any such request or instruction constitutes a change warranting amendment of the Maximum Amount, another price or the schedule for the Services set forth in the Contract, the Contractor must advise the City in writing prior to acting on any such request or instruction, and in any event within five (5) City of Vancouver business days of such request or instruction. In that case, the Maximum Amount, other price and/or schedule will be adjusted, if/as agreed to by both parties in writing, and failing agreement, if/as the City may determine, acting reasonably. Failing any such adjustment, the Services provided pursuant to the request or instruction will be deemed to be included within the prices specified herein, and to be subject to the schedule prescribed herein.
18. **Changes to Key Personnel.** The City may from time to time request reasonable changes to the key personnel of the Contractor engaged in performing the Services, and the Contractor shall comply with any such request. The Contractor shall not change any of such key personnel without the prior written approval of the City, which approval will not be unreasonably withheld.
- C. PAYMENT**
19. **Payment of Fees and Expenses.** In consideration for the satisfactory performance of the Services, The City will pay to the Contractor the fees specified in PART B (as supplemented by any schedule referred to therein), subject to this Section C. In addition, if the parties have specified in PART B that the Contractor's expenses are reimbursable in accordance with this Contract, the City will reimburse the Contractor for all expenses that: (i) are approved by the City in writing (in accordance with the City's existing policies and procedures for expense reimbursement) prior to their being incurred by the Contractor; (ii) are necessary, in the opinion of the City, to perform the Services; and (iii) are supported by proper receipts or other documentation satisfactory to the City (acting reasonably), provided always that the City reserves the right to make arrangements through its service providers for any flights and/or accommodations required by the Contractor in connection with its performance of the Services. If a "Maximum Amount" is specified in Part B, then the City is not, and shall not be, obliged to pay to the Contractor more than such Maximum Amount on account of aggregate fees (and, if applicable, expenses). Payment terms are "net 30 days" from the date of receipt of a valid invoice.
20. **Invoicing.** The Contractor will, by the 25<sup>th</sup> day of each month, provide to the City's Project Manager (named on the cover page of this Contract) a draft invoice with an attached detailed account of all charges to be claimed by the Contractor for the preceding month. The City's Project Manager shall review the draft, raise any concerns with the Contractor within ten working days and, after settlement of any issues (in the Project Manager's discretion), approve the draft invoice. The Contractor, if so requested, will meet with the City's Project Manager to expedite and settle the draft invoice. The Contractor 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). Each invoice must contain:
- Contractor name, address and telephone;
  - City purchase order number;
  - Name of the City's Project Manager;
  - Invoice number and date; and
  - Tax registration number(s).
21. **Builders Lien Act.** If the Services to be performed under this Contract are subject to the holdback requirements set out in the *Builders Lien Act* (British Columbia) (the "Lien Act"), the City will withhold and discharge the required holdback amounts in accordance with the requirements set out in the Lien Act.
22. **Discharge of Liens and Withholding.** The Contractor will, if applicable, make payment and take all other steps which may be necessary so that no lien claims, including lien claims made under the Lien Act, are made in connection with the provision of the Services, and that the compensation payable to the Contractor by the City is not subject to attachment for debt, garnishing process or otherwise. In the event that any lien is filed in connection with the provision of the Services at any court or land title office, the Contractor shall immediately cause such lien to be discharged. The City may withhold from any payment due to the Contractor an amount sufficient to indemnify the City against any lien claim that could arise in connection with the provision of the Services, until such time as the lien has been discharged or other arrangements to satisfy such lien have been made by the Contractor.
23. **Withholding for Non-Residents.** If the Contractor is a non-resident of Canada, the City may withhold from any payment due to the Contractor such amounts as may be required to be withheld pursuant to the applicable provisions of the Canada *Income Tax Act* (the "ITA"). Any amount so withheld shall be remitted to the Receiver General for Canada or otherwise dealt with by the City strictly in accordance with the provisions of the ITA.
24. **Record Keeping.** The Contractor must maintain, and shall cause any subcontractors to maintain, time records and books of account, invoices, receipts, and vouchers of all expenses incurred, in form and content satisfactory to the City. The City or any of its authorized representatives will, for the purposes of audit and examination, have access and be permitted, upon reasonable notice to the Contractor, to inspect such records for review, copy and audit at any time and from time to time while this Contract is in effect and for a period of three years after the expiry or termination of this Contract for any reason.
25. **Currency.** Unless otherwise specified in this Contract, all references to money are to Canadian dollars.
- D. GENERAL**
26. **Time for Performance.** Time is of the essence in this Contract.
27. **Amendments.** No modification of this Contract is effective unless it is in writing and signed by all the parties.
28. **Entire Agreement.** This Contract constitutes the entire agreement between the parties as to performance of the Services, and replaces and supersedes any other agreements, correspondence or other discussions between the parties, whether or not any of the foregoing have been reduced to writing.



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29. **Conflict.** If there is a conflict between a provision of a schedule to this Contract and the terms and conditions of this Services Contract, the provision in the relevant schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Contract.
30. **Severability.** If any provision of this Contract is determined to be void or unenforceable, in whole or in part, it shall not be deemed to affect or impair the enforceability or validity of any other provision of this Contract, and any such void or unenforceable provision may be severed from this Contract without affecting the remainder of the Contract.
31. **Termination.** The City may terminate this Contract:
- a. Upon failure of the Contractor to comply with this Contract, immediately on giving written notice of termination to the Contractor, or
  - b. For any other reason, on giving at least 10 days' written notice of termination to the Contractor.

If the City terminates this Contract under paragraph b. above, the City must pay the Contractor that portion of the fees and expenses described in PART B which equals the portion of the Services that was competed to the City's satisfaction before termination. That payment discharges the City from all liability to the Contractor under this Contract. If the Contractor fails to comply with this Contract, the City may terminate it and pursue other remedies as well.

32. **Binding Effect.** This Contract shall be binding on the Contractor's successors and permitted assigns and shall enure to the benefit of any successors and assigns of the City.
33. **Voluntary Agreement.** The Contractor acknowledges and declares that it has carefully considered and understood the terms of this Contract, that it has either consulted legal counsel or waived such right, and that it is executing this Contract voluntarily.
34. **Further Assurances.** The Contractor agrees that upon any reasonable request of the City, the Contractor will make, do, execute or cause to be made, done or executed all such other acts as may be required to more fully give effect to the terms and conditions hereof.
35. **Headings.** The headings used in the Parts and sections of this Contract are for convenience of reference only, and shall not operate to expand, modify or interpret the language therein.
36. **Counterparts.** This Contract may be executed in one or more counterparts, including by facsimile or other electronic transmission, and each of such counterparts shall be deemed to be taken together to constitute one and the same original document.
37. **Additional Terms:** The additional terms set out in Part E (or in any schedule referred to therein) apply to this Contract.

END OF TERMS AND CONDITIONS OF SERVICES CONTRACT