



# REQUEST FOR PROPOSALS

## STREET LITTER AUDIT

RFP No. PS20200792

Issue Date: July 17, 2020

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

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STREET LITTER AUDIT  
PART A - INSTRUCTIONS AND INFORMATION

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PART A  
INSTRUCTIONS AND INFORMATION

1.0 INSTRUCTIONS

1.1 The City is interested in selecting an entity (each, a “Proponent”) that submits a proposal (each, a “Proposal”) with the capability and experience to efficiently and cost-effectively meet the requirements described in this RFP. The City expects to select a Proponent to enter into contract negotiations. The term of any agreement is expected to be three (3) years, with three (3) possible two (2) - year extensions, for a maximum total term of nine (9) years.

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.

1.2 Proponents should submit their proposals on or before 3:00pm on the 6<sup>th</sup> day of August, 2020 (the “Closing Time”) by email in accordance with the following:

- Subject of the file to be: PS# - Title - Vendor name.
- Document format for submissions:
  - RFP Appendix 1 in PDF format - 1 combined PDF file, including any other attachments if necessary; and
  - Pricing Table in Excel format separately submitted with the above mentioned 1 PDF file
- Zip the files to reduce the size if needed.
- Send your submissions to [Bids@vancouver.ca](mailto:Bids@vancouver.ca); do not deliver a physical copy to the City of Vancouver.
- If you did not receive an automated email within few minutes, check your junk folder first, and then contact [Purchasing@vancouver.ca](mailto:Purchasing@vancouver.ca)
- Submitting the files via Drop box, Fax, and FTP, or similar programs, is not acceptable.

1.3 To be considered by the City, a Proposal must be submitted in the form set out in Appendix 1 (the “Proposal Form”), completed and duly executed by the relevant Proponent.

1.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time. Proposals are revocable and may be withdrawn at any time before or after the Closing Time.

1.5 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.

1.6 All enquiries regarding the RFP must be addressed to contact person below:

Jing Fan  
[Jing.fan@vancouver.ca](mailto:Jing.fan@vancouver.ca)

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1.7 All enquiries must be made in writing and are to be directed only to the above contact person by 4:00 pm, July 30, 2020. 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.

**2.0 CHANGES TO THE RFP AND FURTHER INFORMATION**

2.1 The City may amend the RFP or make additions to it at any time. 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.

**3.0 EVALUATION OF PROPOSALS**

3.1 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal or Proposals offer the overall best value to the City. In so doing, the City expects to examine not only financial terms, but also:

- a) Respondents' (and Subcontractors' if any) specific relevant experience, knowledge, reputation, reference, and past performance;
- b) Respondents' (and Subcontractors' if any) quality and service factors
- c) Key personnel's subject matter experience, role in the example projects and hours to be contributed to the project;
- d) Project Methodology and Work plan;
- e) Respondents' ability to meet the project schedule requirements stated in RFP;
- f) Innovative Considerations / value added services;
- g) Sustainability considerations;

Certain other factors may be mentioned in Part B or elsewhere in the RFP.

Evaluation Criteria	Evaluation Weighting
Technical	45%
Financial	50%
Sustainability (Environmental and/or Social)	5%
Total	100%

**4.0 CITY'S DISCRETION**

4.1 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 Scope of Work 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

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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.

**5.0 LEGAL TERMS AND CONDITIONS**

- 5.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in Appendix 2. Except where expressly stated in these Legal Terms and Conditions: (i) no part of the RFP consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City. EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 2: (I) NO PART OF THE RFP CONSISTS OF AN OFFER BY THE CITY TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFP IS LEGALLY BINDING ON THE CITY.

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

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PART B - SCOPE OF WORK

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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.

## GENERAL REQUIREMENTS

### 1.0 Introduction

The purpose of this litter audit is to assess the type and amount of litter present on streetscapes in the city of Vancouver (“City”).

### 2.0 Background

#### 2.1 Greenest City Action Plan (GCAP) 2015-2020 Strategy

The City is committed to becoming the greenest city in the world by 2020. The GCAP 2015-2020 Strategy introduced high-priority actions and advocacy items, across ten distinct goal areas, outlining an approach to achieving and measuring the greening of Vancouver. Zero Waste is Goal 4 of the 2015-2020 Strategy, with the aim of reducing solid waste going to landfill and incinerator by 50% from 2008 levels.

#### 2.2 The litter audit described in this RFP is intended to support one of the priority actions, Action 4.3, discussed in the GCAP 2015-2020 Strategy.

<http://council.vancouver.ca/20151103/documents/rr1.pdf>

### 3.0 Scope of Work

3.1 The scope of this RFP includes the supply of services to conduct a litter audit to assess the type and amount of litter on streetscapes in the City, and to provide a final report as outlined within this RFP for a three-year period, with three possible two-year extensions, for a maximum total term of nine years.

3.2 In 2015, the City conducted its baseline litter audit at 108 locations within the public realm across the city. The City has subsequently completed additional litter audits in 2017, 2018 and 2019. The results of the previous years’ litter audits will be compared against the results of the litter audit in this RFP.

3.3 Additionally, the data gathered should be compared against the amount and type of litter in other major North American cities. The methodologies used in the litter audit must be consistent with those used by other North American cities and by the City to allow valid comparison.

3.4 The results of this study will be used to provide a snapshot into the type and quantities of street litter to help us assess the effectiveness of our street cleaning and litter reduction initiatives, and to help inform future strategies for litter reduction. The study will also examine which brands contribute the greatest litter to understand behavioral patterns in Vancouver.

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4.0 Communication

4.1 The successful proponent will provide regular progress reports/updates, budget tracking and reports to the City's Project Manager throughout the entire project term. These updates will be through various means including but not limited to phone conversations, written communications, face-to-face meetings and video conferencing.

5.0 City Provided

5.1 To assist consultants in cost estimating, a sample of an actual site location in pdf format is in Attachment #4.

5.2 The City will provide any background documents and existing data sources, including the 2015, 2017, 2018 and 2019 litter audit reports, complete site location details in gdb file format, and results to the successful proponent.

6.0 Key Deliverables and Schedule

The following deliverables are required but not limited to for the completion of the project:

Item	Deliverable	Date
1	Contract award	August 28, 2020
2	Project kick-off meeting with the City <ul style="list-style-type: none"><li>• 1-hour kick off meeting</li><li>• 1-hour Cleanliness Index training (refer to Part B, Section 8.2)</li></ul>	September 7, 2020
3	Audit schedule submission	September 8, 2020
4	Field work	Week of September 14, 2020
5	Draft report submission	Three weeks after the final day of auditing
6	Final report submission	Two weeks after receiving comments back from City on draft report

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**DETAILED REQUIREMENTS**

**1.0 Methodology**

- 1.1 The consultant is to follow the methodology used in the 2015 Litter Audit. The methodology is detailed in this RFP.
- 1.2 The litter audit methodology must involve counting “accumulated” litter and examining its characteristics as it is seen on the ground at the site and does not require removing the litter from the observation site. This methodology was chosen in order to have a simple, repeatable method for counting litter on public property.

**2.0 Site Selection**

- 2.1 A total of 110 litter sites were chosen for the 2015 Litter Audit. 108 of the 110 sites were audited, and two additional sites were chosen as back-up sites in case the pre-selected sites were not accessible. Additionally, 19 of the 108 sites were selected as “supersites,” where further examination of small litter was conducted across the site.
- 2.2 Two new additional sites were added in the 2019 audit. A total of 110 litter sites were audited in 2019.
- 2.3 An additional 14 litter sites will be included for the 2020 audit
- 2.4 The consultant is to survey the same 110 litter sites in the 2019 litter audit, plus an additional 14 litter sites, and conduct supersite audits for the same 19 sites. If a site is not accessible, the City’s project manager should be notified immediately and one of the two back up sites should be audited instead.

**3.0 Timing**

- 3.1 The litter audit shall be conducted between the hours of 7:00 am and 7:00 pm and started no earlier than the first full week of September and completed no later than the last full week of September. The City’s preference is to have the audit done in the third full week of September. To limit the impact of other variables the litter audit should be conducted in a timely manner and it shall be completed within 3 weeks from the time of commencement. The consultant will supply a sufficient number of staff to complete the work in the required timeframe.

**4.0 Conducting the Litter Audit**

- 4.1 Audit teams shall be comprised of a minimum of two people. Team members shall be dressed in high visibility reflective vests and any other personal protective equipment appropriate for the audit. Each team shall also have a charged and working cell phone at all times so that City staff may reach them if need be.
- 4.2 As per the methodology used in the City of Vancouver, Toronto, and Edmonton audits, audit areas are to be 200 feet (61 meters) x 18 feet (5.5 metres). These full sized audit areas are termed FIXED sites. The site width may be less than 18 feet in some cases, such as when in commercial areas the storefront is set back less than the prescribed distance. In these cases, each site should be 200 feet in length by the width available

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(<18 feet or 5.5 metres), which will be recorded. These sites are termed VARIABLE sites.

- 4.3 When the consultant comes across a curb bulge, they should follow the contour, staying 1.5 feet off the curb into the street and then adjust the width of the survey area accordingly.
- 4.4 Beginning at the front of the parked car or the start of the site, the team shall use a measuring device to measure 50 feet ahead of the start of the site. Using street marking paint (water based to dissolve) or some other temporary marking method (e.g. chalk, pylons), a mark should be made on the pavement ahead to denote the starting point of the audit site. From this point the team will measure 100 feet, marking the roadway with another identifier to show the mid-point of the site. A final measurement of an additional 100 feet denotes the end of the audit site. As mentioned above, each site is to be 200 feet in length.
- 4.5 The width measurement shall be taken at the start, midpoint and end of the site. The width of the site should be measured 1.5 feet from inside the curb or the start of the pavement, towards the outer edge of the site, up to a maximum width of 18 feet and marked to indicate the boundary. This rule is set to include 1.5 feet into the street since curbs are normal catchment structures for which the City is responsible for litter clean up. Refer to Figure 1 depicting the audit site setup.

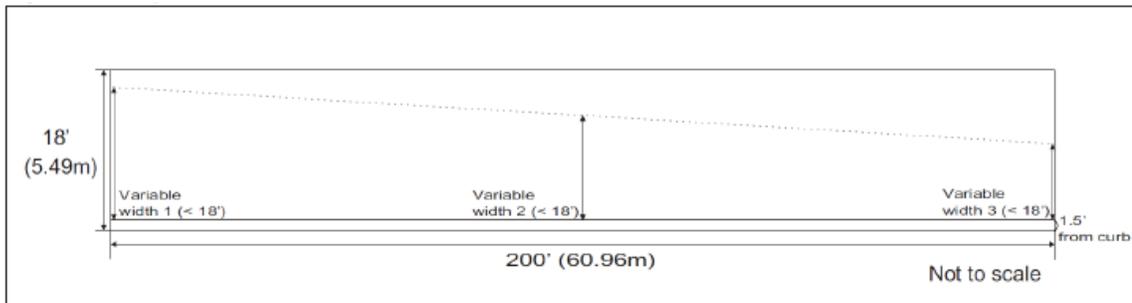


Figure 1 - Schematic of Litter Audit Site Setup

## 5.0 Classification for Large Litter

- 5.1 For purposes of classifying litter, and in accordance with the methodology used by City of Vancouver, Toronto, Edmonton and other major North American cities, large litter is defined as being greater than 4 square inches in size. To assist the field teams with determining the litter sizes, the consultant will supply each audit team with three templates of 4 square inches in rectangle, square and round shape form. Refer to Figure 2 depicting diagrams of the litter templates.
- 5.2 At each site location, the audit teams will observe and document large litter in 14 categories and 119 sub-categories. See Table 1 below for details of the classification of litter items. The consultant must complete a Site Surveyor-Large Item and Branded Litter Count form (see Attachment #1), or a pre-approved alternate form, for recording large litter items found at each site.

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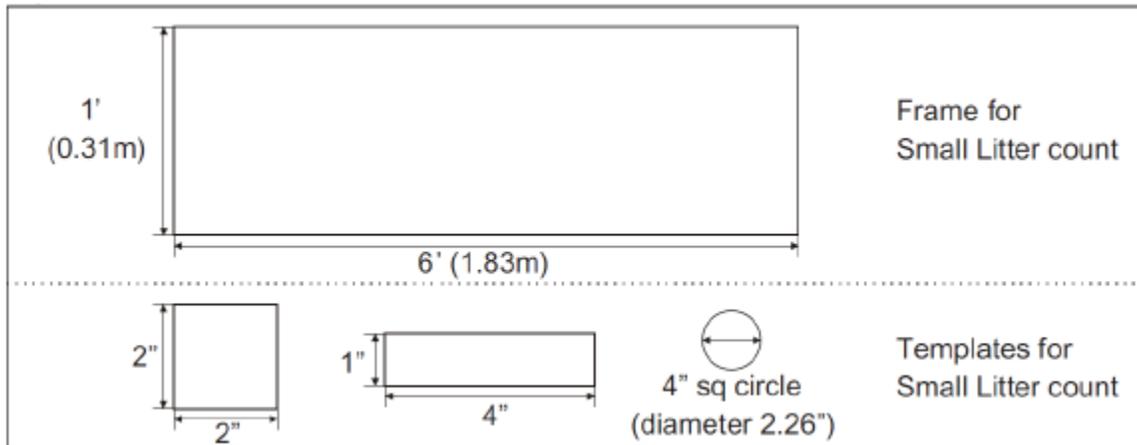


Table 1 - Categories of Large Litter

Major	Sub	Large Litter	Sub-Category	Material	Description
1	1	Beer Cans	Beverage	Metal	Consumer beer can containers
	2	Beer Bottles (Glass)	Beverage	Glass	Refillable and non-refillable beer bottles
	3	Soft Drink (Glass)	Beverage	Glass	Soft drinks, carbonated, non-carbonated, flavored drinks in glass containers
	4	Soft Drink (Cans)	Beverage	Metal	Soft drinks, carbonated, non-carbonated, flavored drinks in metal can containers
	5	Soft Drink (Plastic)	Beverage	Plastic	Soft drinks, carbonated, non-carbonated, flavored drinks in plastic containers
	6	Sport Drink (Glass)	Beverage	Glass	Sport drinks, carbonated or non-carbonated, flavored drinks in glass containers
	7	Sport Drink (Plastic)	Beverage	Plastic	Sport drinks, carbonated or non-carbonated, flavored drinks in plastic containers
	8	Water (Glass)	Beverage	Glass	Packaged water in glass containers
	9	Water (Plastic)	Beverage	Plastic	Packaged water in plastic containers

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Major	Sub	Large Litter	Sub-Category	Material	Description
	10	Wine/ Liquor (Glass)	Beverage	Glass	Wine & liquor in glass
	11	Wine/ Liquor (Plastic/Other)	Beverage	Plastic	Wine & liquor in plastic or other formats
	12	Juice (Plastic)	Beverage	Plastic	Juice in plastic containers
	13	Milk, Milk-type beverage (Plastic)	Beverage	Plastic	Milk or milk substitutes in plastic container
	14	Juice (Glass)	Beverage	Glass	Juice containers in glass
	15	Milk, Milk-type beverages (Glass)	Beverage	Glass	Milk or milk substitutes in glass containers
	16	Juice (Gable)	Beverage	Polycoat Paper	Juice in gable top carton
	17	Milk (Gable)	Beverage	Polycoat Paper	Milk in gable top cartons
	18	Non-milk beverage (Aseptic Box)	Beverage	Composite	Non-milk or milk-type beverages, such as juice, in drink boxes or other aseptic box
	19	Milk, Milk-type beverages (Aseptic Box)	Beverage	Composite	Milk, milk substitute, cream beverages in drink boxes or other aseptic box
	20	Drink Foil Pouches (Beverages)	Beverage	Composite	Foil beverage pouches
	21	Beverage Bi-metal	Beverage	Metal	Any beverage in bi-metal container, eg. Tomato juice, apple juice
2	22	Foil Pouches	Other Pckg	Composite	Packaged goods and pieces of non-beverage foil pouch pckg
	23	Non-beverage Aseptic (Box)	Other Pckg	Composite	Aseptic containers for non-beverage items eg. Soup, sauce, broth, etc
	24	Non-beverage Gable Containers	Other Pckg	Polycoat Paper	Gable top containers for non-beverage items, eg. Eggs, sugar, molasses, etc
	25	Broken Cont. Glass	Other Pckg	Glass	Glass bottle fragments
	26	Six Pack Plastic Rings	Other Pckg	Plastic	Retainer plastic for carrying cans

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Major	Sub	Large Litter	Sub-Category	Material	Description
	27	Foil Containers	Other Pckg	Metal	Foil wraps (e.g., ice cream)
3	28	Plastic Drink Cups	Cups	Plastic	Cups, all resin types
	29	Paper Cups (Cold)	Cups	Polycoat Paper	Cups, all paper types - cold drinks
	30	Paper Cups (Hot)	Cups	Polycoat Paper	Cups, all paper types - hot drinks
	31	Polystyrene Cups (Foam)	Cups	Plastic	Cups, all polystyrene types - hot drinks
	32	Other Paper Cups	Cups	Paper	Cups, other materials
	33	Cup Lids, Pieces Lids	Cups	Plastic	Cups, lids, straws and pieces
4	34	Plastic Retail & Grocery Bags	Bags	Plastic	Whole/pieces of retail and grocery single-use plastic shopping bags
	35	Paper Retail & Grocery Bags	Bags	Paper	Whole/pieces of retail and grocery single-use paper shopping bags
	36	Paper Bags - Fast Food	Bags	Paper	Whole/pieces of fast food paper bags
	37	Plastic Bags - Fast Food	Bags	Plastic	Whole/pieces of fast food plastic bags
	38	Plastic Bags - Consumables /Packaging	Bags	Plastic	Whole/pieces of consumables plastic bags (eg. produce bags, bread bags)
	39	Paper Bags - Consumables /Packaging	Bags	Paper	Whole/pieces of consumables paper bags (e.g., pastry bag, mushroom bag)
	40	Plastic Dry-cleaning Bags	Bags	Plastic	Plastic Bags used to cover dry-cleaning
	41	Other plastic bags used as packaging	Bags	Plastic	Miscellaneous plastic bags not covered in any of the above categories
	42	Pet waste bags (empty)	Bags	Plastic	Plastic bags sold as pet waste bags (empty)

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Major	Sub	Large Litter	Sub-Category	Material	Description
	43	Plastic Bags - non-packaging	Bags	Plastic	Non-packaging plastic bags which are sold as a product (eg. Garbage bags)
	44	Paper bags - non packaging	Bags	Paper	Non-packaging paper bags which are sold as a product (eg. kraft bags, food waste bags, leaf bags)
	45	Zipper/Sandwich bags	Bags	Plastic	Plastic zipper and sandwich bags and sacs
5	46	Cardboard Boxes & Material	Other Packaging	Paper	All cardboard and box materials
	47	Paperboard (Cereal Type)	Other Packaging	Paper	Cereal, shoe boxes and pieces etc.
	48	Paper Beverage Cases	Other Packaging	Paper	Paper material outer packaging for beverage products
	49	Expanded Polystyrene Clamshells	Other Packaging	Plastic	Whole and pieces of expanded foam containers
	50	Paper Clamshells	Other Packaging	Paper	Whole and pieces of take-away or other paper containers
	51	Other Plastic Shells/Boxes	Other Packaging	Plastic	Rigid PET, PVC, HDPE, PS & other material shells
6	52	Plastic Jars / Bottles/ Lids	Other Containers	Plastic	Non-beverage plastic jars/bottles, (e.g., detergent bottles)
	53	Paint containers/cans	Other Containers		All paint containers/cans, plastic, glass, metal, aerosols
	54	Pesticide Containers	Other Containers		All pesticide containers/cans - plastic, glass, metal
	55	Used lubricating oil containers	Other containers	Plastic	Motor Oil Containers
	56	Solvent Containers	Other Containers		All solvent containers/can - plastic, glass, metal
	57	Gasoline containers	Other containers	Plastic	Jerry Cans
	58	Glass Jars/ Bottles	Other Containers	Glass	Glass jars/bottles not described

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Major	Sub	Large Litter Misc.	Sub-Category	Material	Description above
	59	Cans/containers - Steel	Other Containers	Metal	Steel food/non-food containers not described above
	60	Cans - Aluminum	Other Containers	Metal	Aluminum food/non-food containers not described above
	61	Spiral wound containers	Other containers	Composite	Spiral wound cans eg, potato chips, frozen juice, etc
	62	Container Lids	Other Containers		All lids, closures, and pieces > 4 sq. in.
	63	Other Aerosol Cans (Oils, Etc.)	Other Containers	Metal	Aerosol cans, tops, lids - except for products captured in categories above
7	64	Paper Food Wrap	Food Wraps/Containers	Paper	Commercial/Non-commercial food wrap (e.g., meat wrap)
	65	Paper / Foil Composite Wrap	Food Wraps/Containers	Composite	Wrap for food/non-food (e.g., hamburger paper/foil)
	66	Plastic Wrap	Food Wraps/Containers	Plastic	All plastic wrap types, food, non-food
	67	Condiment Package (Salt, Etc.)	Take-Out Extras		Pouches (e.g., ketchup, salt), containers, creamers
	68	Utensils	Take-Out Extras	Plastic	Forks, knives, chop sticks etc.
	69	Branded Fast Food Towels/Napkins	Take-Out Extras	Paper	Towels & napkins with identifiable brand
	70	Paper Fast Food Plates	Take-Out Extras	Paper	Paper Plates used to serve fast food
	71	Poly Fast Food Plates	Take-Out Extras	Plastic	Polystyrene Plates used to serve fast food
	72	Aluminum Food Containers	Take-Out Extras	Metal	Aluminum take-out food containers plates, food trays etc.
	73	Other Plastic Fast Food Plates	Take-Out Extras	Plastic	Other Material Plates used to serve fast food
	74	Plates - Other Materials	Take-Out Extras		Plates - not fast food (e.g., picnic plates)

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Major	Sub	Large Litter	Sub-Category	Material	Description
8	75	Polystyrene Trays	Trays	Plastic	Take-out/non-take out, microwavable, display trays
	76	Paper Trays	Trays	Paper	Take-out/non-take out, microwavable, display trays
	77	Other Material Trays	Trays		Take-out/non-take out, microwavable, display trays
9	78	Gum Wrappers	Confectionary/ Snack		Packaging used to seal, sell gum products
	79	Candy Bar Wraps	Confectionary/ Snack		Packaging used to seal, sell candy products
	80	Candy Pouches	Confectionary/ Snack		Packaging used to seal, sell candy products - pouch format
	81	Sweet Packaging (Describe)	Confectionary/ Snack		Packaging used to seal confections (e.g., cakes, pies)
	82	Other Confectionery (Describe)	Confectionary/ Snack		All other packaging for confectionaries
	83	Snack Food Packaging	Confectionary/ Snack	Laminated metal	All snack food (e.g., chips)
10	84	Clothing Or Clothing Pieces	Cloth		All cloth, clothing pieces, and clothing discarded on site
	85	Other Cloth	Cloth		Tarps, industrial fabrics, etc.
11	86	Plastic Packaging - Other	Other Miscellaneous	Plastic	Plastic packaging otherwise not described
	87	Paper Packaging - Other	Paper/ Fibre Material	Paper	Paper packaging otherwise not described
	88	Plastic/Composite - Other	Other Miscellaneous		All paper and composite debris not previously described
	89	Foil Materials/Foil Pieces	Other Miscellaneous	Metal	Foils and pieces, aluminum food foils, industrial foils
12	90	Non-Brand Towels / Napkins	Paper/ Fibre Material	Paper	Napkins and towels - no brand identification
	91	Lottery Ticket Debris	Paper/ Fibre	Paper	Tickets, and gaming items

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Major	Sub	Large Litter	Sub-Category Material	Material	Description
	92	Printed Material (Newspapers, Etc.)	Paper/ Fibre Material	Paper	Commercially printed materials (newspapers, flyers, etc.)
	93	Stationary (School, Business Etc.)	Paper/ Fibre Material	Paper	School papers, business forms, etc.
	94	Receipts (Business, Transfers, Etc.)	Paper/ Fibre Material	Paper	Receipts, tickets, bus transfers, invoices, packing slips
13	95	Cigarette / Cigar Debris (>4")	Tobacco		Tobacco items
	96	Tobacco Pckg (Packs, Matches, Etc.)	Tobacco		Tobacco packaging, matches, lighters, matchboxes
14	97	Misc. Paper	Other Miscellaneous	Paper	All other paper whole or shredded, unidentifiable
	98	Misc. Plastic	Other Miscellaneous	Plastic	All other plastic whole or shredded, unidentifiable
	99	Misc. Paperboard	Other Miscellaneous	Paper	All other paperboard whole or shredded, unidentifiable
	100	Misc. Cardboard	Other Miscellaneous	Paper	All other cardboard whole or shredded, unidentifiable
	101	Misc. Glass	Other Miscellaneous	Glass	All other glass, whole or broken, unidentifiable
	102	Vehicle & Metal Road Debris	Other Miscellaneous		Debris associated with transportation
	103	Gypsum/Drywall	Other Miscellaneous		Gypsum/Drywall pieces
	104	Rigid Asphalt Products	Other Miscellaneous		Eg. shingles
	105	Carpet	Other Miscellaneous		Carpet
	106	Other Construction/Demolition Debris	Other Miscellaneous		Other debris associated with construction, demolition, or renovations
	107	Tire & Rubber Debris	Other Miscellaneous	Rubber	Rubber sheets/pieces, tire pieces, shock absorbers
	108	Cell phones	Other	Composite	Cell phones or pieces of cell

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Major	Sub	Large Litter	Sub-Category Miscellaneous	Material	Description phones
	109	Batteries	Other Miscellaneous	Metal	Batteries
	110	Audio-visual devices	Other Miscellaneous	Composite	Iphones, MP3 Players, headphones, etc
	111	Electronic Toys	Other Miscellaneous	Plastic	Electronic toys, whole or pieces
	112	Small appliances, power tools	Other Miscellaneous		Whole/pieces of small appliances and power tools
	113	Alarms	Other Miscellaneous	Composite	Smoke, carbon monoxide
	114	Light bulbs	Other Miscellaneous		Incandescent, CFLs, LEDs
	115	Home Articles	Other Miscellaneous		All non-described household items,
	116	Medications	Other Miscellaneous		Prescription & Non-prescription medicines, vitamins & supplements
	117	Food	Other Miscellaneous	Organics	All unpackaged food and food scraps
	118	Pet Waste	Other Miscellaneous	Organics	Pet waste (bagged and/or unbagged)
	119	Popsicle Sticks	Other Miscellaneous		Popsicle Sticks

## 6.0 Branded Litter

6.1 Branded Litter is described as any large litter (i.e. over 4 square inches) that has a recognizable brand name affixed. Any large branded litter item observed during the audit is to be recorded on the Site Surveyor-Large Item and Branded Litter Count form beside the appropriate category.

## 7.0 Classification of Small Litter

7.1 Small litter is defined as those pieces of debris that are less than 4 square inches in size. Two methodologies are to be used to count and classify small litter: the Three Segment Methodology, and the Supersite Methodology.

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7.2 Three Segment Methodology

Small litter is to be counted and classified under 25 categories, as listed in Table 2 below, at all sites that large litter is counted at. The small litter audit involves examining three segments, or slices taken through the audit site. The consultant shall construct a frame for each audit team, using ½ inch P.V.C. plastic tubing (or a similar material) to act as the template. This frame shall measure 1 foot wide and 6 feet long. Three successive “flips” of the frame will complete crossing the site to the 18 foot boundary of the site. The litter auditor will observe and count all the small litter contained within the frames at three locations within each site: at the start, mid-point and end of the site. At each segment three flips of the frame will be analyzed, thus surveying a total of 18 square feet segment for a total of 54 square feet of the entire site. See Figure 3 for a depiction of the site setup for the small litter survey - Three Segment Methodology. The Site Surveyor Form - Small Litter Count Sheet (Three Segment Methodology) (or pre-approved alternate) will be used to record the findings for each site. See Attachment #2 for a sample of this form.

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Table 2 - Categories of Small Litter

- cigarette butts/ debris
- other tobacco
- bottle caps
- straws
- candy packaging & wrappers
- expanded polystyrene packing materials, ie. foam peanuts
- other expanded polystyrene debris, ie. poly foam pieces
- glass
- paper
- cup sleeves
- plastic film
- hard plastic
- aluminum / foil debris
- rubber
- metal (not aluminum)
- chewing gum (stuck on pavement)
- food/food scraps
- pet waste
- needles/syringes
- Medications
- Cell phones
- Audi-visual devices
- Batteries
- Other electronic waste
- Other material



Figure 3 - Small Litter Site Setup - Three Segment Methodology

### 7.3 Supersite Methodology

In addition to the classification of small litter - Three Segment Methodology as outlined in Section 7.2, the consultant is to examine and classify ALL litter in 19 selected audit sites known as Supersites. All small litter within supersites is to be observed, counted and classified as per the categories outlined in Table 2. The Site Surveyor Form - Supersite Small Litter Count Sheet (or pre-approved alternate) will be used to record the findings for each site. See Attachment #3 for a sample of this form.

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## 8.0 Survey Counts

- 8.1 At each audit site, observations should be recorded on the Site Surveyor-Large Item and Branded Litter Count form. The form must be completed with all site specific information including the site name and ID number, location, GPS coordinates, date, start and end time, width of site (if variable), type of roadway and site (ie. residential, mixed use, commercial, mixed use, institutional) and other site attributes. The form should also include a visual rating of the site, which is the surveyor's "opinion" of the cleanliness of the site (1=cleanest; 4=dirtyest).
- 8.2 A visual rating was established in the 2015 litter audit which was followed in the baseline, 2017, 2018 and 2019 audits. Beginning the 2020 litter audit, the consultant will follow a City-developed Cleanliness Index rating. The Cleanliness Index is a tool that visually measures street cleanliness as a rating system. The visual rating for each site is based on the amount of litter visible. The sites are rated on a scale from 1 - 4. The City will provide training on the Cleanliness Index rating system to the consultant.
- 8.3 At each site, after setup is complete, one auditor will conduct the large litter survey count, while the other auditor will conduct the small litter survey. The auditor conducting the large litter audit shall walk the site slowly, recording his/her observations onto the Litter Survey-Large and Branded Litter Item Count form (see Appendix 1). This completes "Pass One". The surveyor shall then repeat the procedure, but in the opposite direction ("Pass Two"). If the counts differ from each pass the average will be recorded as the total.

## 9.0 Photographic Record of the Site

- 9.1 At each site location, the litter audit team should take at least three digital photographs. Each photograph should visibly show a description card identifying the site location. One shot should be taken at the start of the site, looking towards the end of the site, away from the vehicle. The second shot should be taken at the mid-point of the site, looking across the width of the site toward the boundary. The final photograph should be taken at the end of the site, looking back towards the start of the site or vehicle. The purpose of the photographs is to document the scene of the site, not to capture the litter on the ground, which is done through careful observation and data recording. The number of photographs taken at each site should be recorded on the Litter Survey-Large and Branded Litter Item Count form. All photographs are part of the archival record for this audit and will be part of the electronic database submitted to the City.

## 10.0 Reporting Requirements

- 10.1 Data collected on the surveyor forms are to be transferred to an electronic spreadsheet. The Consultant shall complete all required calculations and ensure that all results are accurate. This spreadsheet shall be provided to the City alongside the final report.
- 10.2 The final report shall include the results, observations and analysis, including comparisons with the City's past litter audits. Additionally, the report should compare

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Vancouver's litter audit results to litter audit results from other major North American cities, including, at a minimum, multi-year data from City of Toronto, City of Edmonton, and City of San Francisco. The City of Vancouver will supply this data to the consultant, likely in the form of pdf reports from the other Cities.

- 10.3 Any audited sites which have immediately adjacent construction are to be noted as such, and the data collected is to be analyzed separately from the remaining audit sites, and are to be reported under "sites under construction" within the main report. In our experience, litter is more prevalent within construction sites and while we want to quantify this, we do not want the remaining litter audit data skewed by the data from these sites.

At a minimum, the main final report submitted to the City must include:

- Executive Summary
- Introduction
- Methodology
- Summary of Litter Results
- Large Litter Results
  - Large Litter by Material Type
  - Large Litter by Category
  - Large Litter by Sub-Category
  - Large Litter by Sites
  - Large Litter - Compared to 2015 Baseline, 2017, 2018 and 2019 Follow-up Studies
  - Large Litter- City of Vancouver Results vs other North American cities using the same methodology (ie Toronto, San Francisco, Edmonton, etc): comparison of average large litter items per site and comparison of major categories of large litter against other cities
  - Large Litter Statistical Tests
- Small Litter Results
  - Small Litter by Sites
  - Small Litter - Compared to 2015 Baseline, 2017, 2018 and 2019 Follow-up Studies Small Litter - Current results in comparison to other North American cities using the same methodology (i.e. Toronto, San Francisco, Edmonton, etc): comparison of average small litter items per site and comparison of number of each small litter item against other cities
  - Small Litter Statistical Tests
- Small Litter Supersite Results
  - Supersite Small Litter by Item
  - Supersite Small Litter by Sites
  - Supersite Small Litter - City of Vancouver Results vs City of Vancouver 2017 Results
  - Supersite Small Litter - Current results in comparison to other North American cities using the same methodology (ie Toronto, San Francisco, etc): comparison of average small litter items per site and comparison of number of each small litter item against other cities
  - Supersite Small Litter Statistical Tests
  - Analysis of overall litter (small and large combined) on Supersites
- Sites Under Construction (if any)
  - Large Litter by Material
  - Large Litter by Category, and analysis of items within categories
  - Small Litter by Item

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- Additional Observations
- Site Ranking & Attributes
- Conclusion
- Recommendations
- Appendices
  - Site Location Details
  - Sites Distribution Map and Top Litter Hotspots
  - Methodology (including sample photos), and litter categories/subcategories with descriptions
  - Field Forms
  - Large Litter Data
  - Small Litter Data
  - Supersite Data
  - Ranking of Sites (quantity of total items observed)
  - Statistical Analysis of Litter Audit Results

Figures should be included as appropriate to help illustrate results, but should include as a minimum:

- Litter audit site distribution map
- Photographic record of the site
- Large litter average items per site: City of Vancouver previous results vs 2020 results (with sites under construction and remaining sites shown separately for 2020 results)
- Large litter average items per site: City of Vancouver vs other North American cities using the same methodology (ie Toronto, San Francisco, Edmonton, etc)
- Large litter by material type
- Large litter by category type
- Small litter average items per site: City of Vancouver previous results vs 2020 results
- Small litter average items per site: City of Vancouver vs other North American cities using the same methodology (ie Toronto, San Francisco, Edmonton, etc)
- Small litter by item description
- Cigarette butt litter composition
- Supersite results
- Supersite results - tobacco products as a percentage of total large and small litter

10.4 The Branded Litter results shall be analyzed and reported separately from the main litter audit report in the form of a technical memorandum. The memorandum should include the methodology and results of the branded litter observations, and include a table with the top 10 Brands, with number of items and percentage of total branded items, with an appendix listing all brand names recorded and the number of each brand's items observed, and percentage of total branded items.

10.5 The draft report shall be completed and provided to the City no later than three weeks after the final day of auditing. The final report shall be submitted no later than two weeks after the City's approval of the draft report. The Consultant shall provide the original of all completed and signed worksheets and forms with the final report.

10.6 The report will be sent to the City both electronically, and as three (3) printed, bound copies. The Consultant will also provide the City with a CD containing an electronic copy of the final report (in both pdf and MS Word formats) and all electronic data,

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including all photos, raw audit data (analyzable in MS Excel format), maps (including GPS data), detailed audit site information, and any other information used to generate the final report. The City's preferred format for receiving mapping data is Autodesk SDF3 file format; however, the consultant may propose providing the mapping data in other spatial formats such as ESRI, DWG, SHP, and TAB. Accompanying data attributes should be stored in the mapping file and every effort should be made to ensure that the data attributes are entered based on pick lists containing unique values and that date and time fields are provided based on a common, consistent date format (i.e. DD/MM/YYYY:HH:MM:SS). Free form data should be limited to COMMENTS fields where possible. The City's preference is that mapping data and GPS coordinates be provided using the NAD83 UTM Zone 10 coordinate projection if possible. All hard copy files, including all original field forms, will be sent to the City at the consultant's cost.

#### 11.0 Qualifications

- 11.1 Bidders must have recent experience conducting litter audits for municipalities using a methodology similar to that described in this document or other related waste audits. Bidders must provide three (3) references for municipal litter audits or other related waste audits conducted within the last five (5) years.
- 11.2 The City has the right to declare the bid non-compliant if it is deemed that the recent experience is not similar to the methodology described in this RFP.
- 11.3 Failure to complete and submit the reference information found in Attachment #5 will result in the Bid being rejected as informal. The City will contact the references provided. Should any reference fail to confirm that the services listed in Attachment #5 were performed in a satisfactory manner or using a similar methodology as listed in this RFP; the Quotation will be declared non-compliant.
- 11.4 To be considered for this contract bidders must provide a brief letter outlining the company's qualifications, experience, capacity and availability. The Bidder must also include a resume of the project lead for the audit, which must include two (2) years of experience conducting audits within the last five (5) years. The Bidder must also provide the total number of staff to be used for the audits.

#### 12.0 General Requirements

- 12.1 The consultant shall ensure that all of their staff understands the nature of the work and the risks presented and are familiar with techniques to minimize the risk of personal injury. The consultant is responsible for the training, health and safety of its staff and those of any and all of its subcontractors involved in the study, and will comply with the City's health and safety and security programs.
- 12.2 The consultant shall provide litter audit staff with high visibility reflective vests and any other personal protective equipment appropriate for the prescribed activities.
- 12.3 The consultant shall report all injuries to the City's representative immediately and shall provide all accident reports and associated documentation.
- 12.4 The consultant's staff shall demonstrate a level of professionalism in both appearance and conduct.
- 12.5 The consultant shall ensure that all persons participating in the litter audits have received suitable training prior to commencement to ensure that their staffs are

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familiar with the litter audit requirements and sampling methods and provide evidence thereof upon request by the City.

- 12.6 The consultant will be required to provide a litter auditing schedule and may be required to provide daily litter audit progress updates to the City's representative.
- 12.7 The consultant shall attend a project initiation meeting of approximately two-hour duration prior to the litter audit, commencing on a date convenient to the consultant and the City's representative. Questions from the public regarding the litter audit shall be directed to the City's representative.

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Attachment 1 - Site Surveyor Form - Large Items and Branded Litter Count

**Site Surveyor Form – Large Items and Branded Litter Count**

Date: \_\_\_\_\_(DD/MM/YYYY) Start Time: \_\_\_\_\_ (AM/PM) End Time: \_\_\_\_\_ (AM/PM)

Team ID \_\_\_\_\_ Surveyors Names: \_\_\_\_\_

Site ID Number: \_\_\_\_\_ Site Name: \_\_\_\_\_

Site Description (hundred block, street, side street, etc)

Hundred Block: \_\_\_\_\_ Street Name \_\_\_\_\_ Side of Street (NSEW) \_\_\_\_\_

GPS Location of Centre of Site: \_\_\_\_\_

Site type: Fixed  Variable  Site length: **Always 200 feet long**

**If variable:**  
Width 1 - Start: \_\_\_\_\_ ft. (up to 18ft.)  
Width 2 - Middle: \_\_\_\_\_ ft. (up to 18ft.)  
Width 3 - End: \_\_\_\_\_ ft. (up to 18ft.)

Road type (check one): Major City Street  Minor City Street  Laneway

Is roadway divided: Y / N

Number of Lanes: 2  4  6  Other  (explain): \_\_\_\_\_

**Area Attributes:**

Commercial  Residential  Industrial  Parkland  Institutional

Grass Height (Check one): N/A  < 3 inches  3" – 6"  over 6"

Fast food within sight: Y / N Name of Fast Food Facility: \_\_\_\_\_

Convenience store within sight: Y / N Traffic light or stop sign within sight? Y / N

Bus Stop within site? Y/N Bus stop within survey area? Y/N

Traffic Calming Device within survey area? (median bulge etc. Y/N If yes then describe?

City street/park litter bin within 50 meter radius from site boundary: Y / N

City street/park litter bin details: \_\_\_\_\_

Evidence of litter cleanup? Y / N

Cleanup details: \_\_\_\_\_

Catch point: fence  hedge  curb  grass line  tree line  other  \_\_\_\_\_

Details: \_\_\_\_\_

# Photos Taken: \_\_\_\_\_

Visual rating of site (1 = cleanest, ie. <5 large pieces of litter; 4 = dirtiest, ie. >20 large pieces of litter) \_\_\_\_\_

Additional Comments: \_\_\_\_\_

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Large Litter Survey Form Pg1 :

Site ID:

Site Name:

Time:

Survey Team :

CATEGORY	PASS 1	TOTAL	PASS 2	TOTAL	BRAND NAMES OBSERVED
<b>BEVERAGE CONTAINERS</b>					
Beer Cans					
Beer Bottles (glass)					
Soft Drink (glass)					
Soft Drink (cans)					
Soft Drink (plastic)					
Sport Drink (glass)					
Sport Drink (plastic)					
Water (glass)					
Water (plastic)					
Wine/ Liquor (glass)					
Wine/ Liquor (plastic/other)					
Juice (plastic)					
Milk-Milk Type Beverage (plastic)					
Juice (glass)					
Milk-Milk Type Beverage (Glass)					
Juice (gable top)					
Milk-Milk Type Beverage (gable top)					
Non-Milk Aseptic (box)					
Milk-Milk Type Beverage (Aseptic)					
Drink Foil Pouches					
Beverage Bi-Metal					
<b>OTHER PACKAGING</b>					
Foil Pouches					
Non-Beverage Aseptic Box					
Non-Beverage Gable Top					
Broken Cont. Glass					
Six Pack Plastic Rings					
Foil Containers					
<b>CUPS</b>					
Plastic Drink Cups					
Paper Cups (cold)					
Paper Cups (hot)					
Polystyrene Cups (foam)					
Other Paper Cups					
Cup Lids, Pieces, Lids					
<b>BAGS</b>					
Plastic Retail Bags & Grocery					
Paper Retail Bags& Grocery					
Paper Bags - Fast Food					
Plastic Bags - Fast Food					
Plastic Bags -Consumable Packaging					
Paper Bags -Consumable Packaging					
Plastic Bags-Dry-Cleaning Bags					
other plastic Bags					
Pet waste bags (empty)					
Plastic Bags non-packaging					
Paper Bags non-packaging					
Zipper Bags/Sandwich Bags					
<b>OTHER PACKAGING (Boxes)</b>					
Cardboard Boxes/ Box Material					
Paperboard (boxboard)					
Paper Beverage Cases/Sleeves					
Polystyrene Clamshells					
Paper Clamshells					
Other Plastic Shells/Boxes					

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CATEGORY	PASS 1	TOTAL	PASS 2	TOTAL	BRAND NAMES OBSERVED
<b>OTHER CONTAINERS</b>					
Plastic Jars / Bottles/ Lids					
Paint Containers/Cans					
Pesticide Containers					
Used Lubricating oil containers					
Solvent Containers					
Gasoline Containers					
Glass Jars/ Bottles Misc					
Cans/Containers-steel					
Cans-Aluminum					
Spiral Wound Containers					
Container Lids					
Other Aerosol Containers					
<b>FOOD WRAPS/CONTAINERS</b>					
Paper Food Wrap					
Paper /Foil Composite Wrap					
Plastic Wrap					
<b>TAKE OUT EXTRAS</b>					
Condiment Packaging					
Utensils					
Branded Napkins / Serviettes					
Paper Fast Food Plates					
Poly Fast Food Plates					
Aluminum Food Containers					
Other Plastic Fast Food Plates					
Plates-Other Materials					
<b>TRAYS</b>					
Polystyrene Trays					
Paper Trays					
Other Material Trays					
<b>CONFECTIONARY/ SNACK</b>					
Gum Wrappers					
Candy Bar Wrappers					
Candy Pouches					
Sweet Packaging (describe)					
Other Confectionary (describe)					
Snack Food Packaging					
<b>CLOTH</b>					
Clothing or Clothing Pieces					
Other Cloth					
<b>OTHER MISCELLANEOUS PACKAGING</b>					
Plastic Packaging Other					
Paper Packaging Other					
Plastic/ Composite Other					
foil Materials/Foil Pieces					
<b>PAPER/ FIBRE MATERIAL</b>					
Non-Brand Towels/Napkins					
Lottery \Ticket Debris					
Printed Material					
Stationary (school, business etc.)					
Receipts (business forms, bus tickets)					
<b>TOBACCO PRODUCTS</b>					
Cigarette / Cigar Debris					
Tobacco other					

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CATEGORY	PASS 1	TOTAL	PASS 2	TOTAL	BRAND NAMES OBSERVED
Large Litter Survey Form Pg 2: SiteID:					
<b>OTHER MISCELLANEOUS</b>					
Misc. Paper					
Misc. Plastic					
Misc. Paperboard					
Misc. Cardboard					
Misc. Glass					
Vehicle & Metal Road Debris					
Gypsum/ Drywall					
Rigid Asphalt Products					
Carpet					
Other Construction/Demolition Debris					
Tire & Rubber Debris					
Cell Phones					
Batteries					
Audio-Visual Devices					
Electronic Toys					
Small Appliances, power tools					
Alarms					
Light Bulbs					
Home Articles					
Medications					
Food					
Pet Waste (bagged)					
Pet Waste (loose)					
Popsicle Sticks					

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**Attachment 2 - Site Surveyor Form - Small Litter Count Sheet (Three Segment Methodology)**

**Site Surveyor Form - Small Litter (<4") Count Sheet**

Date (DD/MM/YY): \_\_\_\_\_ End Time: \_\_\_\_\_  
 Start Time: \_\_\_\_\_  
 Team ID: \_\_\_\_\_ Surveyors Names: \_\_\_\_\_  
 Site ID Number: \_\_\_\_\_  
 Site Name: \_\_\_\_\_

SMALL LITTER CATEGORY	Item	Section #1*				Section #2				Section #3				Grand Total
		Flip 1	Flip 2	Flip 3	Total	Flip 1	Flip 2	Flip 3	Total	Flip 1	Flip 2	Flip 3	Total	
Cigarette butts/debris	1													
Other tobacco	2													
Bottle caps	3													
Straws	4													
Candy packaging and wrappers	5													
Expanded Polystyrene packing materials, ie. foam peanuts	6													
Other polystyrene debris, ie. poly foam pieces	7													
Glass	8													
Paper	9													
Cup Sleeves	10													
Plastic film	11													
Hard plastic	12													
Aluminum/foil debris	13													
Rubber	14													
Metal (not aluminum)	15													
Chewing gum (stuck on pavement)	16													
Food & Food Scraps	17													
Pet Waste (bagged)	18													
Pet Waste (loose)	19													
Needles/Syringes	20													
Medications	21													
Cell Phones	22													
Audio-Visual devices	23													
Batteries	24													
Other Electronic Waste	25													
Other Material	26													

\*Sheet to be voided after first print

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**Attachment 3 - Site Surveyor Form - Supersite Litter Count Sheet**

Super Site Litter Survey Form

Site ID:

Site Name:

Date:

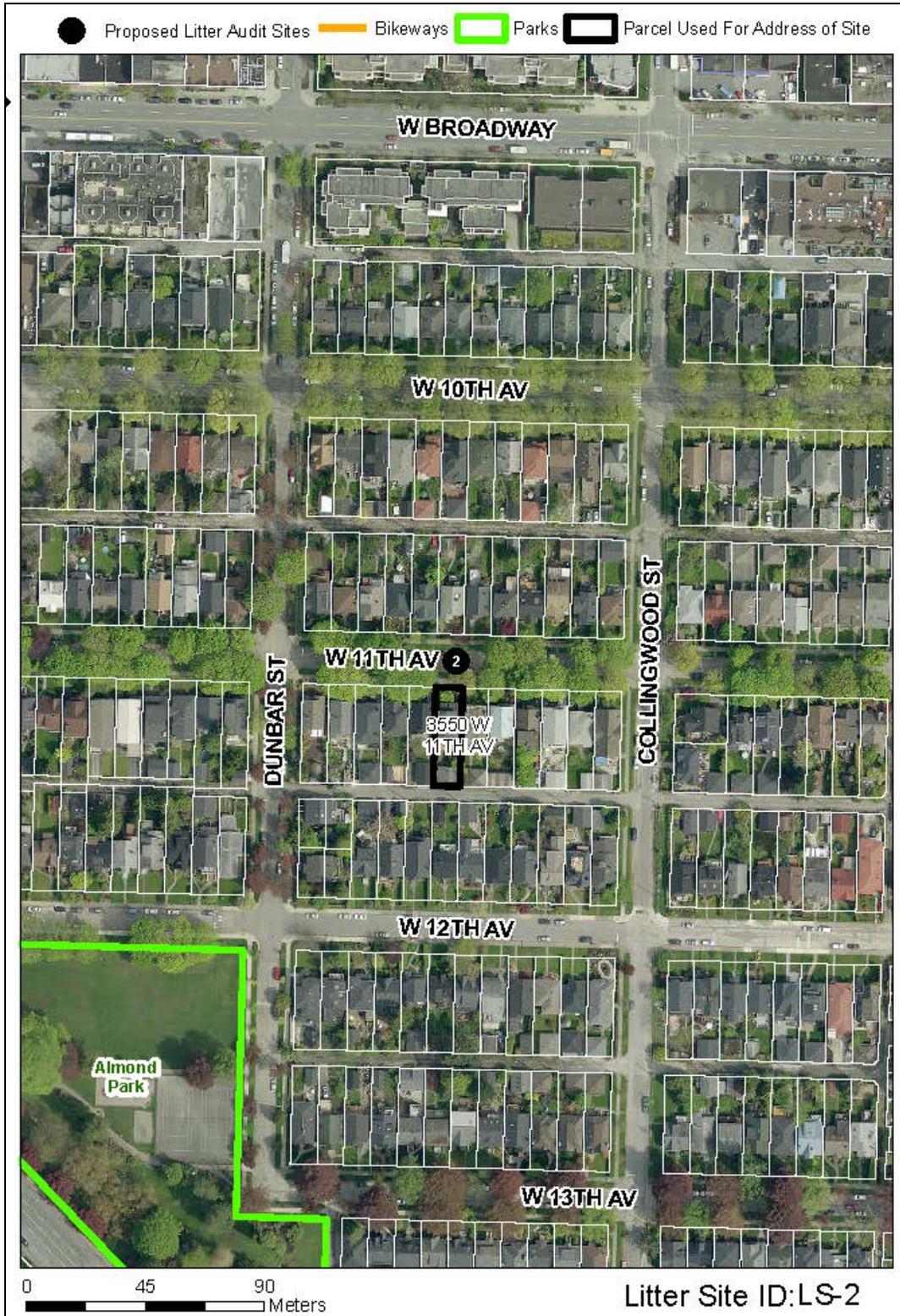
Time:

Survey Team:

CATEGORY	PASS 1	TOTAL
<b>Small Litter Categories</b>		
Cigarette butts/debris		
Other tobacco		
Bottle caps		
Straws		
Candy packaging and wrappers		
Expanded Polystyrene packing materials, i.e., foam peanuts		
Other polystyrene debris, i.e., poly foam pieces		
Glass		
Paper		
Cup Sleeves		
Plastic film		
Hard plastic		
Aluminum/foil debris		
Rubber		
Metal (not aluminum)		
Chewing gum (stuck on pavement)		
Food & Food Scraps		
Pet Waste Loose		
Pet Waste (bagged)		
Needles/Syringes		
Medications		
Cell Phones		
Audio-Visual devices		
Batteries		
Other Electronic Waste		
Other Material		

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Attachment 4 - Sample of Actual Site Location



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APPENDIX 1 - PROPOSAL FORM

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APPENDIX 1  
PROPOSAL FORM

RFP No. PS20200792, STREET LITTER AUDIT (the "RFP")

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

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

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

Date of Legal Organization: \_\_\_\_\_

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

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

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

The Proponent, having carefully examined and read the RFP, including all amendments 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 2 to the RFP.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

\_\_\_\_\_  
Signature of Authorized Signatory for the Proponent

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature of Authorized Signatory for the Proponent

\_\_\_\_\_  
Date

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

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APPENDIX 1 - PROPOSAL FORM**

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Complete the following Questionnaire in the form set out below or attached to this Form of Proposal as an additional Appendix clearly titled each section's name.

**1.0 Executive Summary**

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

**2.0 Proponent Overview**

In the space below, provide a description of the Proponent's company, number of employees, purpose and history of successes. If the head office of the Proponent is located within the City of Vancouver or if the Proponent is to perform any work at a site located within the City of Vancouver, this section should also indicate whether the Proponent has a valid City of Vancouver business license (or, if available, a Metro West Inter-municipal Business License).

**3.0 Past Experiences**

In the space below, identify and provide a summary of similar engagements the proponent has successfully undertaken in the last 5 years, especially related to conducting litter audits for municipalities using a methodology similar to that described in this document or other related waste audits.

Proponents should also clearly identify the relevant experience of both their firm and team members in "Key Personnel" and "References" sections below as defined in Part A Section 3.0 Evaluation of Proposals and Part B Scope of Work.

**4.0 Key Personnel**

In the space below, identify and provide professional biographical information for the key personnel that would perform the required services and outline their intended roles in meeting the Requirements.

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APPENDIX 1 - PROPOSAL FORM

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**5.0 Work Plan**

In the space below, detail the sequential process by which the Proponent proposes to undertake the work, including a timeline as necessary. The Proponent's work plan should make reference to the Scope of Work as appropriate.

The work plan shall demonstrate the Proponent's full understanding of project objectives and expected deliverables, and outline the approach to the work including a Gantt Chart to illustrate how the work will be performed. The Proponent's work plan should include a description of the methods to be employed to perform and coordinate the work and to control quality.

**6.0 Project Challenges, Innovation and Alternative Solutions**

In the space below, Proponents should provide details as to what they perceive to be the special challenges or considerations to successful completion of the project as described, as well as their strategy to overcome these challenges.

Notwithstanding any other provision hereof, the City welcomes Proposals respecting innovative or novel approaches to the City's objectives and requirements and may consider value-creating Proposals that derogate from the Requirements. In the space below, note any proposed innovative approaches to meeting the City's requirements.

Any pricing impact of the alternative solution(s) should also be provided.

**7.0 References**

Client Name # 1	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	

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APPENDIX 1 - PROPOSAL FORM

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	
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	

<b>8.0 Subcontractors</b>
List all of the subcontractors that the Proponent proposes to use in carrying out the required services

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and described the scope of subcontracted work (or write "None" if no subcontractors are proposed).  
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.

**9.0 Declaration of 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>>, which defines minimum labour and environmental standards for City suppliers and their subcontractors. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration.

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 below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action). 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: \_\_\_\_\_

**Exceptions to Declaration:**

**10.0 Conflicts, Collusion, Lobbying**

See Article 9 of Appendix 2 for instructions.

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**11.0 Proposed Amendments to Form of Agreement**

Detail below any proposed amendments to the Form of Agreement Appendix 3 of the RFP. 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

**12.0 Certificate of Insurance and Proof Of Worksafebc Registration**

Proponent is required to submit the following insurance and WCB Registration:

- CERTIFICATE OF EXISTING INSURANCE
- UNDERTAKING OF INSURANCE
- WORKSAFEBC REGISTRATION LETTER

Below CERTIFICATE OF EXISTING INSURANCE 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 (UNDERTAKING OF INSURANCE) 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 insurance certifications in the City' insurance form (Appendix D under Appendix 3 - Form of Agreement) prior to or concurrently with the City entering into any Agreement.

The City may also require that any proposed subcontractors undergo evaluation by the City

See below two forms

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**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:

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

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

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

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

**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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UNDERTAKING OF INSURANCE  
TO BE COMPLETED AND APPENDED TO THE PROPOSAL

To: CITY OF VANCOUVER

Re: RFP PS20200792 - STREET LITTER AUDIT

Dear Sirs:

We, the undersigned have completed, signed and attached the "Certificate of Existing Insurance" enclosed with this undertaking and now also do hereby undertake and agree that if \_\_\_\_\_ (the "Proponent") is awarded a Contract, we will insure the Contractor in accordance with the requirements of the Contract, the form of which is included in the RFP Documents and will form part of the Contract Documents.

Dated at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

By (name): \_\_\_\_\_

Title: \_\_\_\_\_

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

Full Corporate Name of Insurer:

*The "Certificate of Existing Insurance" provided with the RFP should be completed and signed and enclosed with this Appendix, both of which are to be signed by the Insurance Company or an authorized broker on behalf of the Insurance Company. A SEPARATE FORM (AND CERTIFICATE OF EXISTING INSURANCE) SHOULD BE SIGNED FOR EACH POLICY IF THE PROPOENT HAS MORE THAN ONE INSURER OR BROKER FOR ITS POLICIES.*

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**13.0 Pricing**

Complete Commercial Proposal which is attached as a separate and fillable Excel document named as "PS20200792 - Pricing Table".

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

Fixed prices must be quoted for the full term (three-year period) of the Proponent's proposed agreement.

Please ensure the Pricing table is submitted as a separate Excel file to the entire Proposal.

**14.0 Supplier Diversity**

Please note that these Supplier Diversity questions are optional and will not form part of the evaluation of this RFP. Proponent answers to Supplier Diversity questions are for information gathering purposes only and will be kept confidential in accordance with the Legal Terms and Conditions of this RFP.

In the space below, indicate the Proponent's company profile with regards to social value and economic inclusion supporting equity, diversity, inclusion and reconciliation, including social/environmental certifications, workforce diversity and/or if 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).

<p><b>Majority owned/controlled/ by:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Women</li> <li><input type="checkbox"/> Indigenous Peoples</li> <li><input type="checkbox"/> Non-Profit/Charity (Social Enterprise)</li> <li><input type="checkbox"/> Coop</li> <li><input type="checkbox"/> Community Contribution Corporation (3C/CCC)</li> <li><input type="checkbox"/> Ethno-cultural Persons</li> <li><input type="checkbox"/> People with Disabilities</li> <li><input type="checkbox"/> LGBTQ+</li> <li><input type="checkbox"/> Other: please indicate</li> </ul>	<p><b>Workforce Diversity:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> % Women</li> <li><input type="checkbox"/> % Indigenous Peoples</li> <li><input type="checkbox"/> % Ethno-cultural People</li> <li><input type="checkbox"/> % People with Disabilities</li> <li><input type="checkbox"/> % LGBTQ+</li> <li><input type="checkbox"/> % Other: please indicate</li> <li><input type="checkbox"/> None of the above</li> </ul>	<p><b>Social / Environmental Certifications</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> BCorp</li> <li><input type="checkbox"/> BuySocial</li> <li><input type="checkbox"/> Supplier Diversity Certification</li> <li><input type="checkbox"/> Fairtrade</li> <li><input type="checkbox"/> Green Business Certification (ie. LEED, ClimateSmart)</li> <li><input type="checkbox"/> Other: please indicate</li> </ul>
<ul style="list-style-type: none"> <li><input type="checkbox"/> None of the above</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Do not track this information</li> <li><input type="checkbox"/> Do not want to share this information</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> None of the above</li> </ul>

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APPENDIX 2 - LEGAL TERMS AND CONDITIONS OF RFP

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APPENDIX 2  
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 2 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 2, 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 2), 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 Appendix 2 of the RFP, as completed and executed by the Proponent.
- (g) "RFP" means the document issued by the City as Request for Proposals No. PS20200792, 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 2 (except only Sections 7, 8.2 and 10 of this Appendix 2, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

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

The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent

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

**5. EVALUATION OF PROPOSALS**

**5.1 Compliance / Non-Compliance**

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

**5.2 Reservation of Complete Control over Process**

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

**5.3 Discussions/Negotiations**

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 2, 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 2, 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));

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- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process,
- (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 2, 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 2), 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 2, 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 2 will: (i) bind the City, the Proponent and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

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**8. PROTECTION AND OWNERSHIP OF INFORMATION**

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

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

**8.2 Proponent's Submission Confidential**

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's right to publicly disclose information about or from the Proposal, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFP, the City will treat the Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

**8.3 All City Information Confidential**

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

**9. NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING**

**9.1 Declaration as to no Conflict of Interest in RFP Process**

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

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

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

**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 the section titled "Conflicts, Collusion, Lobbying" in the Proposal Form.

**9.4 Declaration as to Lobbying**

The Proponent confirms and warrants that:

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

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

**10. GENERAL**

- (a) All of the terms of this Appendix 2 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 2 will not affect the validity or enforceability of any other provision of this Appendix 2, 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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STREET LITTER AUDIT  
APPENDIX 3 - FORM OF AGREEMENT

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APPENDIX 3  
FORM OF AGREEMENT



**PROFESSIONAL SERVICES AGREEMENT  
STREET LITTER AUDIT**

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:

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- (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) **"Project Team"** has the meaning set out in subsection 2.2(c);
- (j) **"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;
- (k) **"RFP"** means Request for Proposal RFP 20200792 STREET LITTER AUDIT, together with all addenda and questions and answers attached hereto, or incorporated by reference herein by operation of, Appendix C;
- (l) **"Services"** has the meaning set out in Section 2.1;
- (m) **"Sub-contractor"** has the meaning set out in Section 4.1; and
- (n) **"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:

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- (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

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- 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,

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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.

**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 **Appendix C of the Agreement**.

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") ].

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- 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.
- 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.

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**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.

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**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.

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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 be a three-year period, with three possible two-year extensions, for a maximum total term of nine years (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 \$500 (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:

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- (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, cooperate 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;

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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.

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- 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.

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**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.

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**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.

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- 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.

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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

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**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 \$1,000,000 per claim and not less than \$1,000,000 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 with a limit of not less than \$2,000,000 per occurrence, and a deductible of not more than \$5,000 or other such amounts as the City may approve from time to time, protecting the Consultant and the Consultant's personnel against all claims for bodily injury including death, personal injury, advertising liability, completed operations, product liability, or 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:
  - (i) name the City and the City's officials, employees and agents as additional insureds;
  - (ii) include a cross-liability or severability of interest clause or endorsement in favour of the City;
  - (iii) include blanket contractual liability coverage; and
  - (iv) include non-owned auto liability coverage;
- (c) automobile liability insurance on all licensed vehicle owned or leased to the Consultant with a limit of not less than \$5,000,000 per occurrence or other such amount as the City may approve from time to time protecting against damages arising from bodily injury including death, and from claims for property damage arising from the operations of the Consultant or the Consultant's personnel;

**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 60 calendar days' prior written notice by registered mail. Should the policy be endorsed to restrict coverage midterm, written notice of such restriction will be sent by registered mail to the City no later than the effective

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date change; the exception is cancellation for non-payment of premium in which case the applicable statutory conditions will apply.

**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, or other lines of insurance coverages, endorsements or increased limits of insurance as deemed necessary by the City and as a reasonable and prudent architect, consultant, engineer, trade or other professional would require to protect their performance of services similar to the Services outlined.

**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.

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APPENDIX B - SCOPE OF WORK AND TIMELINES  
TO BE ATTACHED UPON AWARD

SAMPLE

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APPENDIX C - DELIVERABLES AND FEES

TO BE ATTACHED UPON AWARD

SAMPLE

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APPENDIX D

CERTIFICATE OF INSURANCE FROM FOR SUCCESSFUL PROPONENT  
(TO BE COMPLETED AND SUBMITTED UPON AWARD)

(SEE ATTACHED INSURANCE FORMS)

SAMPLE

Section 8 b) – City staff to select the required # of days Written Notice before sending the certificate out for completion  
 Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

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

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

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

DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE: \_\_\_\_\_

- PROPERTY INSURANCE** naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests and shall contain a waiver clause in favour of the City of Vancouver.  
 (All Risks Coverage including Earthquake and Flood)

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

- COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**

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

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

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

- UMBRELLA OR**  **EXCESS LIABILITY INSURANCE**

<b>INSURER:</b> _____	<b>LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)</b>
<b>POLICY NUMBER:</b> _____	Per Occurrence: \$ _____
<b>POLICY PERIOD:</b> From _____ to _____	Aggregate: \$ _____
	Self-Insured Retention: \$ _____

- OTHER INSURANCE (e.g. Boiler & Machinery, Business Interruption, Crime, etc.)** – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

- POLICY PROVISIONS:**

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

- The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license;
- THIRTY (30) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;
- The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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



## PROFESSIONAL LIABILITY INSURANCE CERTIFICATE

Section 4 – City staff to select the required # of days Written Notice before sending out for completion

Section 2, 3 & 4– to be completed and executed by the Insurer or its Authorized Representative

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

MAILING ADDRESS:

LOCATION ADDRESS:

DESCRIPTION OF OPERATION/CONTRACT:

### 3. PROFESSIONAL LIABILITY INSURANCE

	LIMITS OF LIABILITY:	
INSURER: _____	Per occurrence/claim:	\$ _____
POLICY NUMBER: _____	Aggregate:	\$ _____
POLICY PERIOD: From _____ to _____	Deductible per occurrence/claim:	\$ _____
<i>If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date:</i> _____		

### 4. POLICY PROVISIONS:

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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

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APPENDIX E - RFP

(NOT ATTACHED BUT INCORPORATED BY REFERENCE)

SAMPLE

APPENDIX F - PROPOSAL

(NOT ATTACHED BUT INCORPORATED BY REFERENCE)

SAMPLE