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**REQUEST FOR QUOTATIONS NO. PS20190245 (the “RFQ”) IN RESPECT OF  
CONTRACTOR SERVICES FOR DOG WASTE COLLECTION AND DISPOSAL**

Quotations are to be submitted by email in accordance with the instructions below and should be received prior to 3:00 p.m., Vancouver Time (as defined in Note 3 below), on April 2, 2019 (the “Closing Time”).

**QUOTATIONS WILL NOT BE PUBLICLY OPENED.**

**NOTES:**

1. Quotations should be submitted by email prior to the Closing Time in accordance with the following:
  - Subject of the file to be: PS# - Title – Vendor name.
  - Document format for submissions:
    - RFQ Part C in PDF format – 1 combined PDF file.
  - Zip the files to reduce the size or email separately if needed.
  - Send your submissions to [Bids@vancouver.ca](mailto:Bids@vancouver.ca); do not deliver a physical copy to the City of Vancouver.
  - 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, FTP, or similar programs, is not acceptable.
2. Quotations must be marked with the vendor’s name and the RFQ title and number.
3. “Vancouver Time” will be conclusively deemed to be time in the City of Vancouver, as indicated in the electronic timestamp the Quotation receives upon delivery to the email address specified herein, which is in turn synchronized to Network Time Protocol (NTP) provided by the National Research Council of Canada adjusted to local Pacific Time Zone.
4. **DO NOT SUBMIT QUOTATIONS BY FAX**
5. All queries related to this RFQ should be submitted in writing to the attention of:

**Dino Goundouvas, Contracting Specialist**

Email: [dino.goundouvas@vancouver.ca](mailto:dino.goundouvas@vancouver.ca)

(the “Contact Person”)

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**1.0 INTRODUCTION AND SUBMISSION INSTRUCTIONS**

- 1.1 The City of Vancouver (the “City”) is seeking quotations to determine if it will enter into a three year contract with two optional – one year extensions in respect of Contractor Services for Dog Waste Collection and Disposal.
- 1.2 Vendors should carefully review Appendix 1 – Requirements for a detailed description of the City’s requirements.
- 1.3 **THIS IS NOT AN INVITATION TO TENDER. VENDORS ARE NOT REQUIRED TO SUBMIT IRREVOCABLE OFFERS.**
- 1.4 Vendors should carefully review the City’s intended form of agreement attached as Appendix 3.
- 1.5 Vendors should submit quotations on the form provided. Failure to do so may result in the quotation being put aside and given no further consideration. Failure to complete all fields in the quotation form may result in the vendor’s quotation being set aside and given no further consideration.
- 1.6 If a vendor believes that the City may be unable to select it due to a conflict of interest, but is uncertain about this, the vendor is urged to contact the individual named on the cover page above as soon as possible with the relevant information so that the City may advise the vendor regarding the matter.

**2.0 SUSTAINABILITY**

- 2.1 The City’s Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx> align the City’s approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City’s commitment to maximize benefits to the environment through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected.
- 2.2 Each vendor is expected to: (a) complete the form attached as Appendix 2 and attach it to its quotation; and (b) adhere to the supplier performance standards set forth in the Supplier Code of Conduct. In addition, the Ethical Purchasing Policy shall be referred to in the evaluation of quotations, to the extent applicable.
- 2.3 Vendors are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that a vendor supply materials, and where such materials may cause adverse environmental effects, the vendor should indicate the nature of the hazard(s) in its quotations. Furthermore, each vendor is asked to advise the City of any known alternatives or substitutes for such materials that would mitigate such adverse effects.

**3.0 INQUIRIES**

- 3.1 It is the responsibility of each vendor to satisfy itself as to the requirements set out in this RFQ. Inquiries are to be addressed only to the contact person named on the cover page of this RFQ no later than **3pm, March 26, 2019** five (5) business days prior to Closing Time. If required, an addendum will be issued to all vendors.

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**4.0 PRICING**

- 4.1 Prices quoted are to be inclusive of provincial sales tax payable by the City under the *Provincial Sales Tax Act* (“**PST**”), but exclusive of any tax calculated upon such prices under the federal *Excise Tax Act* (“**GST**”), where applicable, except where expressly requested to the contrary.
- 4.2 Each vendor should indicate any time limitation on its pricing. The City expects that, if it purchases the services as a result of responses to this RFQ, it will do so between approximately **April 8 and May 1, 2019** therefore, each vendor should indicate whether or not its pricing will remain in effect throughout that period.
- 4.3 Prices are to include all taxes (excluding GST and PST, except where expressly requested to be included), fees, charges, overhead, profit and other expenses or costs of any kind whatsoever necessary for or incidental to the supply and delivery of the specified item.
- 4.4 Prices are to be quoted in Canadian currency.

**5.0 ADDRESS(ES) FOR DELIVERIES OR WORK**

- 5.1 Any successful vendor of goods may be asked to deliver goods to or perform work at the following address(es): **See Appendix 1 – Requirements – No. 1 – Locations** or to such other addresses as are specified in a City contract.

**6.0 THIS SECTION HAS BEEN INTENTIONALLY DELETED**

**7.0 QUANTITIES**

- 7.1 Each quantity stated herein is the City’s best estimate of its requirements. Actual quantities may vary.

**8.0 TERMS OF PAYMENT**

- 8.1 The City’s standard payment terms are “net thirty (30) days” after receipt and approval of an invoice. The City’s proposed payment terms are as indicated in the form of agreement attached as Appendix 3, however, any discounts or more favourable (or less favourable) terms which may be offered by a vendor will be taken into consideration in evaluating quotations. Each vendor should indicate in its quotation if it offers or requires particular payment terms.
- 8.2 Vendors should indicate whether they can accept payment by EFT (electronic funds transfer) and/or by credit card.

**9.0 CONTRACTING**

- 9.1 The City currently expects that the result of this RFQ will be that it will contact a successful vendor to propose the entry into a contract in the form of Appendix 3.
- 9.2 The City may elect not to buy anything or enter into any contract as a result of this RFQ. The City may elect to enter into a contract or place an order resulting from this RFQ with one vendor or more than one vendor. The City is not obligated to enter into an exclusive arrangement with any vendor or to purchase any quantity of goods or services.
- 9.3 Where the head office of a successful vendor is located within the City of Vancouver and/or where a successful vendor is required to perform services at a site located within the City of Vancouver, the successful vendor is required to have a valid City of

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Vancouver business license (or, if available, a Metro West Inter-municipal Business License).

**10.0 ALTERNATIVES / DEVIATIONS**

10.1 If a vendor offers goods or services that do not meet all of the requirements of Appendix 1 instead of, or as an alternative to, goods or services meeting all of such requirements, the deviations or alternatives should be indicated in the vendor's quotation. The City may elect to consider and/or accept an offer of goods or services that deviate from those stated in Appendix 1, or the City may decide not to consider them, and may set aside the relevant vendor's quotation if it does not also offer goods or services meeting all of the requirements of Appendix 1.

**11.0 EVALUATION CRITERIA**

11.1 Quotations will be evaluated to determine which are likely to offer the overall best value to the City. The City expects to place the greatest emphasis on price; however, the City may take into account other factors affecting value, including those concerning quality, service or sustainability, or vendors' past work, reputations or experience. Therefore, the City may accept a quotation other than the lowest quotation.

11.2 The City may elect to not accept any quotation, and may terminate or amend this RFQ at anytime.

11.3 The City may discuss or negotiate variations from the scope of the RFQ or changes to the scope of supply to be offered by a vendor or the pricing therefor, with any one or more of the vendors responding to the RFQ without having any duty or obligation to advise other vendors or to allow other vendors to vary their quotations as a result of such discussions or negotiations.

**12.0 NO CLAIMS AGAINST THE CITY**

12.1 In submitting a quotation, the vendor acknowledges and agrees that:

- (a) this RFQ is in no way whatsoever an offer to enter into a supply agreement or an agreement imposing any duty of fairness on the City;
- (b) submission of a quotation does not in any way whatsoever create any obligation on the part of the City to treat the vendor's or any other vendor's quotation in any particular manner or undertake this RFQ process in any particular manner (except as expressly stated in Section 12.1(c);
- (c) subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act (British Columbia)* and the City's right to publicly disclose information about or from any quotation, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFQ, the City will treat each quotation (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information; and
- (d) the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred or alleged to be incurred by the vendor in relation to its submission of a quotation, except under the preceding Section 12.1(c).

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**13.0 CONFLICTS/COLLUSION/LOBBYING**

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

- (a) an elected official or employee of the City; or
- (b) related to or has any business or family relationship with an elected official or employee of the City,

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

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

13.3 Each vendor must disclose whether the vendor or any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that becoming a supplier to the City in response to this RFQ would create a conflict of interest or the appearance of a conflict of interest between the vendor's duties to the City and the vendor's or its subcontractors' duties to such third party. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

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

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

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**14.0 INSURANCE AND WORKERS' COMPENSATION COVERAGE**

- 14.1 Each vendor must complete, sign and attach to its quotation the insurance form(s) included as Appendix 4.
- 14.2 In addition, each vendor must include with its quotation a letter confirming its current WorkSafeBC registration.

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 QUOTATION FORM

**ATTENTION: Dino Goundouvas**

**FROM:** \_\_\_\_\_ (Company Name)  
 \_\_\_\_\_ (Contact Name)

**SUBJECT: REQUEST FOR QUOTATIONS NO. PS20190245 (THE "RFQ")**

The undersigned vendor, having carefully read and examined the RFQ and having full knowledge of the requirements described therein, does hereby offer to provide the goods and/or services in accordance with the specifications and terms and conditions set out in the RFQ (except as expressly noted below in this completed Quotation Form) and upon the pricing and other terms and conditions referred to below in this completed Quotation Form.

**1.0 TABLE OF PRICES:**

*(If the vendor is not offering goods or services that fully comply with the requirements set forth in Appendix 1 of the RFQ, do not complete this table of prices and instead complete only the table under Section 2.0 of this form below.)*

Item	Description	Unit of Measure	Quantity	Total Price
1.	<b>Collection &amp; Disposal of Dog Waste up to 60 litres per cart/week</b> in accordance with the specifications set out in Appendix 1 – Requirements	Litres	<b>Up to 60</b>	\$
2.	<b>Collection &amp; Disposal of Dog Waste up to 120 litres per cart/week</b> in accordance with the specifications set out in Appendix 1 – Requirements	Litres	<b>Up to 120</b>	\$
3.	<b>Collection &amp; Disposal of Dog Waste in excess of 60 or 120 litres per cart/week (by 10 Litre increments)</b> in accordance with the specifications set out in Appendix 1 – Requirements	Litres	<b>Per 10</b>	\$
4.	<b>Check &amp; Repalce Dog Waste bags stations on weekly basis.</b>	Each	<b>6 Stations</b>	\$
<p><b>Note: Potential bidders may offer pricing for either item 1 or 2 or offer pricing for both items.</b></p> <p>GST should not be included in prices but prices should be inclusive of all PST. Delivery costs should be included in prices.</p>				<p><b>TOTAL</b></p> <p>\$:</p>



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**2.0 THIS SECTION HAS BEEN INTENTIONALLY DELTED**

**3.0 TIME LIMITATIONS ON PRICING:**

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*(Indicate any such limitations in the spaces provided or state that there are none. See Section 4.2 of the RFQ's Instructions to Vendors.)*

**4.0 TIMES AND SCHEDULING**

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*(Provide the information requested by Section 6.0 of the RFQ's Instructions to Vendors.)*

**5.0 ENVIRONMENTAL AND SOCIAL SUSTAINABILITY**

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*(Please indicate information concerning the environmental sustainability of the goods or services offered with regards to Healthy Ecosystems (minimizing pollution/toxicity, conserving natural resources, and regenerating ecological; local food; clean water / water consumption), Zero Waste (reducing and/or diverting), Zero Carbon (reducing/eliminating greenhouse gases), including an explanation of any on-going efforts or plans that the vendors has, or steps that it has taken in the past to improve energy efficiency and / or minimise production of "greenhouse gas" emissions.)*

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*(Please indicate information concerning the social sustainability of the goods or services offered with regards to advancing inclusion, reconciliation, equity and diversity by increasing economic opportunities for equity seeking populations (including but not limited to non-profits/coops, women, Indigenous persons, people with disabilities, LGBTQ+), including an explanation of any on-going efforts or plans the vendor has, or steps that it has taken in the past, to contribute to City goals & strategies of advancing inclusion, reconciliation, equity and diversity and / or to your organization's efforts to promote workforce diversity for underemployed, unemployed, under-represented populations (including but not limited to women, Indigenous People, newcomers/immigrants, visible minorities, People with Disabilities, and LGBTQ+ people).)*

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**6.0 SUPPLIER AND WORKPLACE DIVERSITY**

Please note that the Supplier and Workplace Diversity questions in this Section 6.0 are optional and will not form part of the evaluation of this RFQ. Vendors' answers to the following questions are for information gathering purposes only and will be kept confidential in accordance with the Legal Terms and Conditions of this RFQ.

In the space below, indicate the vendor's company profile with regards to social value and economic inclusion including social/environmental certifications 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>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>
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As best known, in the space below, indicate the vendor's company profile with regards to economic inclusion supporting employment equity, diversity, inclusion and reconciliation by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people). *Confidential & for information only*

<p><b>Workforce Diversity:</b></p> <ul style="list-style-type: none"> <li>% Women</li> <li>% Indigenous Peoples</li> <li>% Ethno-cultural People</li> <li>% People with Disabilities</li> <li>% LGBTQ+</li> <li>% Other: please indicate</li> </ul>
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**7.0 TERMS OF PAYMENT**

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*(Provide the information requested by Section 8.0 of the RFQ's Instructions to Vendors.)*

**8.0 CONFLICTS/COLLUSION/LOBBYING**

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*(Provide the information requested by Section 13.0 of the RFQ's Instructions to Vendors.)*

**9.0 OTHER INFORMATION/ALTERNATE TERMS OF PAYMENT**

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*(Please set forth in this Section 8.0 all other details requested or required by the RFQ, or which the vendor wishes to include as part of its offer. Among other things, note here any proposed deviations from Appendix 3. Add additional pages as necessary.)*

**10.0 ADDITIONAL QUESTIONS**

What is the maximum number of bins and frequency per week/bi weekly/month, etc. your company can service under its current capabilities? \_\_\_\_\_ No. of bins per \_\_\_\_\_ week/bi weekly/month, etc

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QUOTATION FORM

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**11.0 TERMS AND CONDITIONS**

By signing this form, the vendor acknowledges that: (a) it has read, understands and agrees to the terms and conditions set out in the RFQ's Instructions to Vendors (except as noted above); (b) it has read and understands the information in Appendix 1 and Appendix 3 of the RFQ; (c) it has noted herein any deviations from the requirements of Appendix 1 of the RFQ; and (d) it has completed, executed and attached hereto the forms set out in Appendix 2 and Appendix 4 of the RFQ, as well as having attached a letter from WorkSafeBC confirming the vendor's current registration.

Moreover, by signing this form, the vendor also acknowledges and agrees that it has determined that the terms and conditions stated in Appendix 3 would be acceptable to it, or it has noted required deviations above.

Company Name: \_\_\_\_\_

Signature of Authorized Signing Officer: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Authorized Signing Officer: \_\_\_\_\_

Title of Authorized Signing Officer: \_\_\_\_\_

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

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

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

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

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

City of Vancouver Business License No. \_\_\_\_\_

(or, if available, Metro West Inter-Municipal Business License No.): \_\_\_\_\_

WorkSafeBC Registration No.: \_\_\_\_\_

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APPENDIX 1 - REQUIREMENTS

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Description of Services: The successful contractor will provide separate dog waste collection from City provided carts located in a number of parks in the City.

### **1. Locations**

Current locations of carts are as follows:

- Hinge Park – 2 Locations
- Coopers Park – 4 Locations
- Charleson Park – 4 Locations
- Emery Barnes Park – 2 Locations
- Grimett Park – 1 Location
- John Hendry Park (Trout Lake) – 8 Locations

Specific collection maps are included in Appendix 5. Most cart locations within the parks are accessible by a vehicle/pickup truck via a paved or gravel path. Travel is not permitted on the grass.

### **2. Collection Frequency**

The minimum collection frequency is once per week per cart and may increase depending on the time of the year. Collection must take place before 9:00 am to minimize safety concerns and impact on the public. During the peak season, certain carts may require daily collection or even twice a day collection. On-call collection that is unscheduled such as a cart that requires more than one collection per day or an urgent collection may be required periodically.

### **3. Separation and Disposal of Material**

The contractor will separate the dog waste from the dog waste bags at their own facility. Debugging or separating of dog waste may not occur within parks, City properties or public spaces. The separated dog waste is to be transported and disposed of at a regionally approved wastewater treatment facility, with the preference being at the Annacis Island Wastewater Treatment Plant in Delta. The contractor is responsible for the disposal/recycling of other non-dog waste materials that may end up in the dog waste cart.

### **4. Disposal of Empty Dog Waste Bags**

The dog waste bags should be properly disposed of according to any applicable legislations and regulations. Currently, empty dog waste bags are not accepted at the Vancouver South Transfer Station. At the Vancouver Landfill, the empty dog waste bags are considered a nuisance waste and are subject to a special waste (burial) fee. Metro Vancouver is currently working on a regional strategy for excrement (human and pet waste) disposal. Please check their website for the latest updates

### **5. Additional Requirements**

The successful contractor will also complete the following requirements as part of their service:

- Notify the City if any of the red carts are missing, or require maintenance
- Provide and replace liner bags for the 120L carts
- Ongoing refill and monitoring of dog waste bags in dispensers
  - The City will provide the supply of dog waste bags for the dispensers. As required, these supplies will be distributed to the contractor to manage
- General cleaning and picking up of any dog waste or dog waste bags around the dog waste cart
- Provide regular reporting of collection data and summaries to the City; data should include the following breakdown:
  - Location collected (separated by Park)
  - waste types (dog waste and garbage)
  - estimated weight collected
  - estimated percentage composition of cart contents (% dog waste and % garbage)

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APPENDIX 1 - REQUIREMENTS

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- The data should be recorded with each collection and a monthly Excel report must be generated and sent to the City. The City will provide an Excel spreadsheet template for the reporting of this information.
- Follow all City codes and policies:
  - Solid Waste Bylaw 8417: <http://former.vancouver.ca/bylaws/8417c.PDF>
  - Noise Control Bylaw 6555: <http://former.vancouver.ca/bylaws/6555c.PDF>
  - Any applicable legislations and regulations and obtain any necessary permits while conducting work for the City

#### **6. Contractor Conduct**

The contractor shall conform to the following conditions:

- A standard of dress that meets with approval of the City's representative.
- Will at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property.

#### **7. Safety**

The contractor will satisfy all safety requirements as may be required by local, Provincial and Federal laws, rules and regulations. Any required site safety orientations or safety plan submissions will be completed prior to the contractor starting any work.

All contractor vehicles used for collection must be outfitted (at Contractors expense) with a roof-top mounted, rotating amber beacon, and a reverse/back-up beeper. The amber beacon must be used at all times while driving in City parks.

#### **8. Expansion or Reduction of Program**

The City may, at any time, decide to add or remove bins from the collection program. This could be anywhere from adding an extra one or two parks per year, all the way up to a city-wide program incorporating all City parks. Expansion of the program could also necessitate a change in the way dog waste is collected by the contractor. For example, City crews would collect directly from in-park carts, and the contractor then collects dog waste from a central point. Any substantial change to the program such as this would involve consultation with the selected contractor.

Please include in pricing a cost for collection, separation and disposal costs for each additional bin added or subtracted from the contract. As well, please include an estimate for the maximum number of additional bins, collection points or volume/weight that could be handled. See Question 9.0, page QF3, of the Quotation Form.

#### **9. Contractor to Provide in Proposal**

- Proposed Disposal Location
- Description of collection methodology
- Description of separation and disposal methodology
- Description of bag disposal methodology
- Social Responsibility Impacts
- Collection cost per cart
- Separation and disposal cost per cart? Per weight?
- Maximum collection volume or maximum number of bins possible to added to the contractors workload.

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APPENDIX 2 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

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**DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE**

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

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

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

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

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

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

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

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



## SERVICES CONTRACT

CONTRACT NO: PS20190245

City of Vancouver (the "City")

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

having the following address:

453 West 12<sup>th</sup> Avenue

Vancouver, British Columbia, Canada

V5Y 1V4

Tel Number: 604 [phone number of project manager]

Email: [email address of the project manager]

Name of City Project Manager: [ ]

having the following address:

[address of other party]

Tel Number: 604.[phone number]

Email: [email address]

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



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PART A - SERVICES:

<Insert description.>

[Note: Describe in detail what the services are, where they will be performed, who will be performing them, etc. Whenever necessary, supplement with a Schedule A further describing the services, as well as any delivery/performance schedule, milestones, etc.]

The Services are further described in Schedule A. <Delete if not included.>

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

Note: the intail term of the agreement is anticipated to be three years with two optional - one year extensions

The Contractor agrees to complete the intial Services by: <>

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**PART B - FEES AND EXPENSES:**

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

**Fees:** <description>

[Insert description of fees and state which taxes will be charged in addition to the fees and/or which taxes are included in the fees.]

**Defintions:**

“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.

**Expenses:** [Tick applicable ONE; tick one.]

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

“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.

**Maximum Amount of Fees and Expenses (the “Maximum Amount”):**

<description>

[Insert description of cap and state which taxes will be charged on top of the cap and/or which taxes are to be included in the cap.]

The fees and expenses are further described in Schedule B.

[Delete if not included.]

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**PART C: APPROVED SUBCONTRACTORS**

[Provide names or write “None” .]

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**SCHEDULE D: INSURANCE**

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

- (a) Commercial general liability insurance with a limit of not less than \$5,000,000 per occurrence, and a deductible of not more than \$5,000, protecting the Contractor and the Contractor's personnel against all claims for personal injury, including death and bodily injury, and property damage or loss, arising out of the operations of the Contractor or the actions of the Contractor or the Contractor's personnel. The policy will contain a cross-liability clause in favour of the City and will name the City and the City's officials, officers, employees and agents as additional insureds;
- (b) Professional (errors and omissions) liability insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 in aggregate, and a deductible of not more than \$50,000, protecting the Contractor against all claims for loss or damage arising out of any error or omission of the Contractor or the Contractor's personnel in the performance of the Services;
- (c) All-risks property insurance covering the Contractor's property of every description containing a provision in which the insurer waives all rights which it may acquire by payment of a claim to recover the paid amount from the City or its officials, officers, employees or agents; and
- (d) Automobile insurance covering all vehicles owned, leased or operated by the Contractor in connection with this Services Contract, including third party legal liability insurance in an amount not less than \$5,000,000 per occurrence, or such higher amount as the City may require from time to time.]

All insurance policies required by this Services Contract will be in a form, in amounts and with insurers acceptable to the City. All policies will provide that the insurer will provide the City with sixty (60) days' prior written notice of any material change, lapse or cancellation of the policy. Notice must identify the contract title, number, policy holder, and scope of work.

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

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

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

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

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

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

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

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PART E: ADDITIONAL TERMS

[Describe or write "None".]

The following are integral parts of this Services Contract:

- <name of first schedule>;
- <name of second schedule>; and
- <name of third schedule>.

[Delete if no attachments.]

The parties hereto have duly executed this Contract as of the <day> day of <month>, 20<year>.

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

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

Per: \_\_\_\_\_

Authorized Signatory

Per: \_\_\_\_\_

Authorized Signatory

\_\_\_\_\_

Date

\_\_\_\_\_

Date

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**SERVICES CONTRACT TERMS AND CONDITIONS**

**A. CONTRACTOR'S OBLIGATIONS**

1. **Performance of Services.** The Contractor agrees to provide the City with the services described in PART A (and in any schedule referred to therein), including, without limitation, and to the extent not expressly described in PART A (or in any such schedule), all services necessary or incidental to the completion of the services contemplated and described therein (the "Services"), all in accordance with the Services Contract (this "Contract"). The Contractor must provide the Services commencing on the Start Date described in PART A and in accordance with the delivery schedule (if any) specified in PART A (or in any schedule referred to therein), regardless of the date of execution or delivery of this Contract. The Contractor must comply with the City's instructions in performing the Services, but unless otherwise specified herein, the Contractor shall at all times retain control over the manner in which those instructions are carried out.
2. **Provision of Service Inputs.** Unless otherwise specified herein, the Contractor must supply and pay for all labour, materials, permits and approvals (including from any relevant government authority) necessary or advisable to provide the Services.
3. **Standard of Care and Applicable Laws.** The Contractor must perform the Services to the standard of care, skill, and diligence prescribed herein, or where not prescribed herein, to the standard customarily maintained by persons providing, on a commercial basis, services similar to the Services, and in accordance with all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Contractor and its personnel and the Services.
4. **Warranty.** Without limitation to any additional warranties provided by the Contractor, whether indicated on the face of this contract or otherwise provided, the Contractor warrants that: (a) all goods, provided by the Contractor in connection with its performance of the Services ("Goods"), shall be of merchantable quality and free from defects in workmanship and materials; (b) all Goods shall strictly conform to applicable samples, specifications and drawings; (c) all Goods and Services shall be fit for the purpose intended by the City; (d) all Goods shall be free and clear of all liens, charges and encumbrances; (e) the Goods and Services shall comply with the standards set forth by applicable federal, provincial, municipal and industry regulatory agencies; (f) the shipping and handling of any hazardous material will be made in accordance with all applicable laws and regulations; and (g) the Goods and Services shall comply with all applicable environmental protection laws and regulations.

Unless a longer warranty period is specified on the face of this Contract or is otherwise provided, the foregoing warranty shall be valid for one year from the date of acceptance of the Goods and Services by the City. If at any time prior to the expiration of any applicable warranty period, any weakness, deficiency, failure, breakdown or deterioration in workmanship or material should appear or be discovered in the Goods and Services furnished by the Contractor, or if the Goods and Services do not conform to the terms and conditions of this Contract, the City may at its option (a) require the Contractor to promptly replace, redesign or correct the defective and non-conforming Goods and Services at no expense to the City, or (b) the City may replace or correct the defective Goods and Services and charge the Contractor with all expenses incurred by the City. The Contractor agrees to indemnify and save harmless the City, its officials, officers, employees, assigns, agents, clients and the public from any liability, loss, cost and expense arising either directly or indirectly, from breach of any warranty given by the Contractor hereunder.

5. **Contractor Personnel.** The Contractor must ensure that all persons it employs or retains to perform the Services are competent to perform them and are properly trained, instructed, and supervised, and that all such persons comply with the provisions of this Contract.
6. **Reporting.** The Contractor must, upon the City's request, fully report to the City on all work it does or has done in connection with providing the Services.
7. **Deliverables.** As a result of or as part of providing the Services, the Contractor may receive, create, produce, acquire or collect items including, without limitation, products, goods, equipment, supplies, models, prototypes and other materials; information and data; reports, drawings, plans, designs, depictions, specifications and other documentation (collectively, "Deliverables"). Deliverables do not include items that are: not required to be produced by the Contractor or supplied to the City as part of or together with the Services unless the City pays for such items; or specified in this Contract as being excluded from the Deliverables category; or items which pre-existed the effective date of this Agreement that are owned by a third party or that are used by the Contractor as part of the services provided to any of its other customers. All Deliverables will be owned solely by the City unless otherwise expressly provided herein and the City will have the complete right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation. The Contractor waives, in favour of the City, all moral rights in the Deliverables, transfers to the City, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable. The Contractor will permit the City to inspect and copy all Deliverables.
8. **Confidentiality.** The Contractor acknowledges that, in performing the Services required under this Contract, it may acquire information about matters which are confidential to the City, which information is the exclusive world-wide property of the City or its suppliers or citizens, as the case may be. The Contractor undertakes to treat as confidential all Deliverables and all information received by reason of its position as Contractor and agrees not to disclose the same to any third party either during or after the performance of the Services under this Contract, without the City's express prior written consent.
9. **Insurance.** The Contractor must provide, maintain and pay for, and cause all subcontractors to provide, maintain and pay for, the insurance coverage (if any) described in PART D (including the type and form of policy, the coverage amounts, and the amount of deductible). If no insurance coverage is specified in PART D, the Contractor must provide, maintain and pay for, and cause all subcontractors to provide, maintain and pay for, such insurance as would be obtained by a prudent consultant or contractor providing services similar to the Services. The Contractor must provide written proof of such insurance coverage upon the written request of the City.
10. **WorkSafeBC.** The Contractor agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Contract until the WorkSafeBC premiums, assessments or penalties in respect of work done or services performed in fulfilling this Contract have been paid in full. The Contractor will provide the City with the Contractor's and each subcontractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the contractor and each subcontractor is in good standing with WorkSafeBC prior to the City having any obligation to pay monies under this Agreement.

Whenever Contractor is required or permitted to perform any Services on any City sites, the Contractor is now appointed and now accepts appointment as the "prime contractor" in connection with such Services and will fulfil its obligations as Prime Contractor in accordance with the Workers Compensation Act (British Columbia), and the regulations thereunder, and the Contractor shall comply with all applicable health and safety laws.

11. **City Business Licence.** The Contractor will maintain a valid City of Vancouver business licence in good standing throughout the duration of this Contract.
12. **Resolution of Disputes.** This Contract will be governed by the laws of British Columbia and the parties now irrevocably attorn to the exclusive jurisdiction of, and agree to submit all disputes to, the courts of British Columbia for resolution. The Contractor shall continue performance of its obligations under this Contract notwithstanding the existence of a dispute.

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13. **Independent Contractor.** This Contract is a contract for services and neither the Contractor nor the Contractor's personnel or permitted subcontractors, are, or deemed to be, partners, appointees, employees or agents of the City. The Contractor will not represent to anyone that the Contractor has any authority to bind the City or that the Contractor is an employee or agent of the City.
14. **No Assignment or Subcontracting.** The Contractor will not assign or subcontract (other than to persons listed in PART C (or a schedule referred to therein)), either directly or indirectly (including, without limitation, by way of any transfer of control of the shares or ownership interests in the Contractor), this Contract or any right or obligation of the Contractor under this Contract, without the prior written consent of the City, which consent may be arbitrarily withheld. No assignment or subcontract, whether consented to or not, relieves the Contractor from any obligations under this Contract. The Contractor must ensure that any assignee or subcontractor fully complies with this Contract in performing the Services and nothing in this Contract creates any contractual relationship between a subcontractor and the City.
15. **Conflict of Interest.** The Contractor must not provide any services to any person in circumstances which, in the City's reasonable opinion, could give rise to a conflict of interest between its duties to that person and its duties to the City under this Contract.
16. **Release and Indemnification**

a. Release

The Contractor now releases the City and the City's personnel from all losses including those caused by personal injury, death, property damage or loss, and economic loss, arising out of, suffered or experienced by the Contractor or the Contractor's personnel in connection with their performance of the Services.

b. Acceptance "As Is"

In undertaking the Services, the Contractor acknowledges that it has inspected the City's site(s), agrees to accept the site(s) "as-is" and undertakes to take all precautions necessary to ensure the safety of all the Contractor's personnel.

c. Indemnity

Despite any insurance which may be placed by the City, the Contractor now agrees to indemnify and save harmless the City and its officials, officers, employees, agents, successors, assigns and authorized representatives (in each case, an "Indemnified Party") from and against all costs, losses, claims, damages, actions and causes of action ("Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the completion of the Services or sooner cancellation of this Contract, that arise out of any act or failure to act of the Contractor or the Contractor's personnel, permitted assignees or subcontractors in connection with the performance of this Contract, including any Claims that arise out of or are in any way related to unpaid WorkSafeBC assessments or the failure to observe safety rules, regulations and practices of WorkSafeBC, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.

d. Separate from Other Remedies and Rights

Nothing in this Contract (including this indemnity) will affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.

e. Survival of Release/Indemnity

This Section 16 will survive the expiry or sooner termination of this Contract.

**B. CHANGES TO SERVICES**

17. **Changes.** The City may, at any time and from time to time and without invalidating this Contract, require a change to the Services and/or to the schedule for the delivery of the Services. Should the Contractor consider that any such request or instruction constitutes a change warranting amendment of the Maximum Amount, another price or the schedule for the Services set forth in the Contract, the Contractor must advise the City in writing prior to acting on any such request or instruction, and in any event within five (5) City of Vancouver business days of such request or instruction. In that case, the Maximum Amount, other price and/or schedule will be adjusted, if/as agreed to by both parties in writing, and failing agreement, if/as the City may determine, acting reasonably. Failing any such adjustment, the Services provided pursuant to the request or instruction will be deemed to be included within the prices specified herein, and to be subject to the schedule prescribed herein.
18. **Changes to Key Personnel.** The City may from time to time request reasonable changes to the key personnel of the Contractor engaged in performing the Services, and the Contractor shall comply with any such request. The Contractor shall not change any of such key personnel without the prior written approval of the City, which approval will not be unreasonably withheld.

**C. PAYMENT**

19. **Payment of Fees and Expenses.** In consideration for the satisfactory performance of the Services, The City will pay to the Contractor the fees specified in PART B (as supplemented by any schedule referred to therein), subject to this Section C. In addition, if the parties have specified in PART B that the Contractor's expenses are reimbursable in accordance with this Contract, the City will reimburse the Contractor for all expenses that: (i) are approved by the City in writing (in accordance with the City's existing policies and procedures for expense reimbursement) prior to their being incurred by the Contractor; (ii) are necessary, in the opinion of the City, to perform the Services; and (iii) are supported by proper receipts or other documentation satisfactory to the City (acting reasonably), provided always that the City reserves the right to make arrangements through its service providers for any flights and/or accommodations required by the Contractor in connection with its performance of the Services. If a "Maximum Amount" is specified in Part B, then the City is not, and shall not be, obliged to pay to the Contractor more than such Maximum Amount on account of aggregate fees (and, if applicable, expenses). Payment terms are "net 30 days" from the date of receipt of a valid invoice.
20. **Invoicing.** The Contractor will, by the 25<sup>th</sup> day of each month, provide to the City's Project Manager (named on the cover page of this Contract) a draft invoice with an attached detailed account of all charges to be claimed by the Contractor for the preceding month. The City's Project Manager shall review the draft, raise any concerns with the Contractor within ten working days and, after settlement of any issues (in the Project Manager's discretion), approve the draft invoice. The Contractor, if so requested, will meet with the City's Project Manager to expedite and settle the draft invoice. The Contractor will submit its final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, by email to [APIInvoice@vancouver.ca](mailto:APIInvoice@vancouver.ca). Each invoice must contain:
- Contractor name, address and telephone;
  - City purchase order number;
  - Name of the City's Project Manager;

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- Invoice number and date; and
  - Tax registration number(s).
21. **Builders Lien Act.** If the Services to be performed under this Contract are subject to the holdback requirements set out in the *Builders Lien Act* (British Columbia) (the "Lien Act"), the City will withhold and discharge the required holdback amounts in accordance with the requirements set out in the Lien Act.
22. **Discharge of Liens and Withholding.** The Contractor will, if applicable, make payment and take all other steps which may be necessary so that no lien claims, including lien claims made under the Lien Act, are made in connection with the provision of the Services, and that the compensation payable to the Contractor by the City is not subject to attachment for debt, garnishing process or otherwise. In the event that any lien is filed in connection with the provision of the Services at any court or land title office, the Contractor shall immediately cause such lien to be discharged. The City may withhold from any payment due to the Contractor an amount sufficient to indemnify the City against any lien claim that could arise in connection with the provision of the Services, until such time as the lien has been discharged or other arrangements to satisfy such lien have been made by the Contractor.
23. **Withholding for Non-Residents.** If the Contractor is a non-resident of Canada, the City may withhold from any payment due to the Contractor such amounts as may be required to be withheld pursuant to the applicable provisions of the Canada *Income Tax Act* (the "ITA"). Any amount so withheld shall be remitted to the Receiver General for Canada or otherwise dealt with by the City strictly in accordance with the provisions of the ITA.
24. **Record Keeping.** The Contractor must maintain, and shall cause any subcontractors to maintain, time records and books of account, invoices, receipts, and vouchers of all expenses incurred, in form and content satisfactory to the City. The City or any of its authorized representatives will, for the purposes of audit and examination, have access and be permitted, upon reasonable notice to the Contractor, to inspect such records for review, copy and audit at any time and from time to time while this Contract is in effect and for a period of three years after the expiry or termination of this Contract for any reason.
25. **Currency.** Unless otherwise specified in this Contract, all references to money are to Canadian dollars.
- D. GENERAL**
26. **Time for Performance.** Time is of the essence in this Contract.
27. **Amendments.** No modification of this Contract is effective unless it is in writing and signed by all the parties.
28. **Entire Agreement.** This Contract constitutes the entire agreement between the parties as to performance of the Services, and replaces and supersedes any other agreements, correspondence or other discussions between the parties, whether or not any of the foregoing have been reduced to writing.
29. **Conflict.** If there is a conflict between a provision of a schedule to this Contract and the terms and conditions of this Services Contract, the provision in the relevant schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Contract.
30. **Severability.** If any provision of this Contract is determined to be void or unenforceable, in whole or in part, it shall not be deemed to affect or impair the enforceability or validity of any other provision of this Contract, and any such void or unenforceable provision may be severed from this Contract without affecting the remainder of the Contract.
31. **Termination.** The City may terminate this Contract:
- a. Upon failure of the Contractor to comply with this Contract, immediately on giving written notice of termination to the Contractor, or
  - b. For any other reason, on giving at least 10 days' written notice of termination to the Contractor.
- If the City terminates this Contract under paragraph b. above, the City must pay the Contractor that portion of the fees and expenses described in PART B which equals the portion of the Services that was completed to the City's satisfaction before termination. That payment discharges the City from all liability to the Contractor under this Contract. If the Contractor fails to comply with this Contract, the City may terminate it and pursue other remedies as well.
32. **Binding Effect.** This Contract shall be binding on the Contractor's successors and permitted assigns and shall enure to the benefit of any successors and assigns of the City.
33. **Voluntary Agreement.** The Contractor acknowledges and declares that it has carefully considered and understood the terms of this Contract, that it has either consulted legal counsel or waived such right, and that it is executing this Contract voluntarily.
34. **Further Assurances.** The Contractor agrees that upon any reasonable request of the City, the Contractor will make, do, execute or cause to be made, done or executed all such other acts as may be required to more fully give effect to the terms and conditions hereof.
35. **Headings.** The headings used in the Parts and sections of this Contract are for convenience of reference only, and shall not operate to expand, modify or interpret the language therein.
36. **Counterparts.** This Contract may be executed in one or more counterparts, including by facsimile or other electronic transmission, and each of such counterparts shall be deemed to be taken together to constitute one and the same original document.
37. **Additional Terms:** The additional terms set out in Part E (or in any schedule referred to therein) apply to this Contract. **END OF TERMS AND CONDITIONS OF SERVICES CONTRACT**

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 APPENDIX 4 - INSURANCE FORMS



**CERTIFICATE OF EXISTING INSURANCE**

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 \_\_\_\_\_ **Insured Values (Replacement Cost)** -  
 TYPE OF COVERAGE \_\_\_\_\_ Building and Tenants' Improvements \$ \_\_\_\_\_  
 POLICY NUMBER \_\_\_\_\_ Contents and Equipment \$ \_\_\_\_\_  
 POLICY PERIOD From \_\_\_\_\_ to \_\_\_\_\_ Deductible Per Loss \$ \_\_\_\_\_

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**  
 Including the following extensions: INSURER \_\_\_\_\_  
 Personal Injury POLICY NUMBER \_\_\_\_\_  
 Property Damage including Loss of Use POLICY PERIOD From \_\_\_\_\_ to \_\_\_\_\_  
 Products and Completed Operations **Limits of Liability (Bodily Injury and Property Damage Inclusive) -**  
 Cross Liability or Severability of Interest Per Occurrence \$ \_\_\_\_\_  
 Employees as Additional Insureds Aggregate \$ \_\_\_\_\_  
 Blanket Contractual Liability All Risk Tenants' Legal Liability \$ \_\_\_\_\_  
 Non-Owned Auto Liability Deductible Per Occurrence \$ \_\_\_\_\_

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles  
 INSURER \_\_\_\_\_ **Limits of Liability -**  
 POLICY NUMBER \_\_\_\_\_ Combined Single Limit \$ \_\_\_\_\_  
 POLICY PERIOD From \_\_\_\_\_ to \_\_\_\_\_ *If vehicles are insured by ICBC, complete and provide Form APV-47.*

6.  **UMBRELLA OR**  **EXCESS LIABILITY INSURANCE** **Limits of Liability (Bodily Injury and Property Damage Inclusive) -**  
 INSURER \_\_\_\_\_ Per Occurrence \$ \_\_\_\_\_  
 POLICY NUMBER \_\_\_\_\_ Aggregate \$ \_\_\_\_\_  
 POLICY PERIOD From \_\_\_\_\_ to \_\_\_\_\_ Self-Insured Retention \$ \_\_\_\_\_

7. **PROFESSIONAL LIABILITY INSURANCE** **Limits of Liability**  
 INSURER \_\_\_\_\_ Per Occurrence/Claim \$ \_\_\_\_\_  
 POLICY NUMBER \_\_\_\_\_ Aggregate \$ \_\_\_\_\_  
 POLICY PERIOD From \_\_\_\_\_ to \_\_\_\_\_ Deductible Per Occurrence/Claim \$ \_\_\_\_\_

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

8. **OTHER INSURANCE**  
 TYPE OF INSURANCE \_\_\_\_\_ **Limits of Liability**  
 INSURER \_\_\_\_\_ Per Occurrence \$ \_\_\_\_\_  
 POLICY NUMBER \_\_\_\_\_ Aggregate \$ \_\_\_\_\_  
 POLICY PERIOD From \_\_\_\_\_ to \_\_\_\_\_ Deductible Per Loss \$ \_\_\_\_\_  
 TYPE OF INSURANCE \_\_\_\_\_ **Limits of Liability**  
 INSURER \_\_\_\_\_ Per Occurrence \$ \_\_\_\_\_  
 POLICY NUMBER \_\_\_\_\_ Aggregate \$ \_\_\_\_\_  
 POLICY PERIOD From \_\_\_\_\_ to \_\_\_\_\_ Deductible Per Loss \$ \_\_\_\_\_

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

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

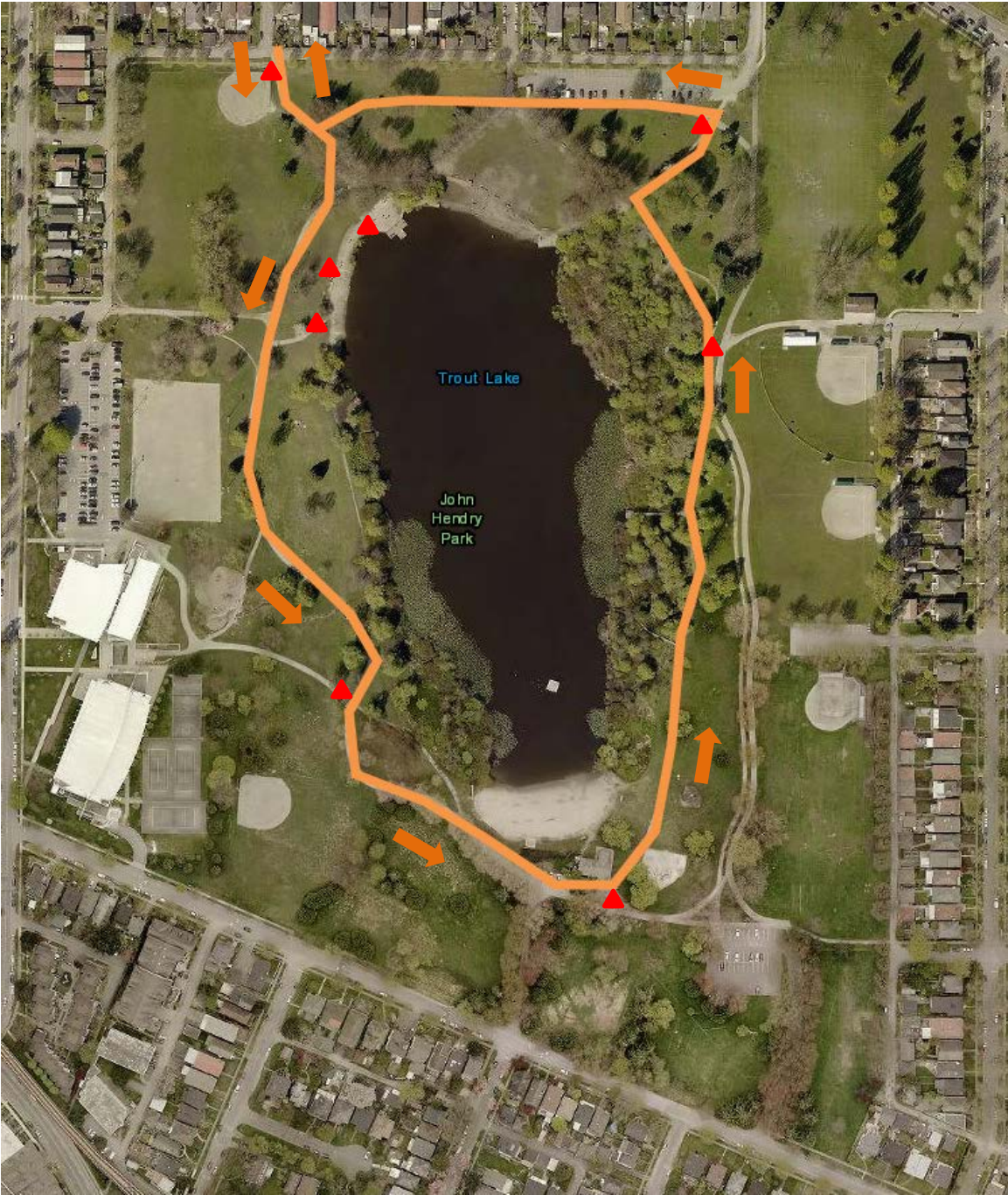


REQUEST FOR QUOTATIONS No. PS20190245  
CONTRACTOR SERVICES FOR DOG WASTE COLLECTION AND DISPOSAL  
APPENDIX 5 - CURRENT SITE COLLECTION MAPS

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**SEE ATTACHED BELOW**

John Hendry Park (Trout Lake)



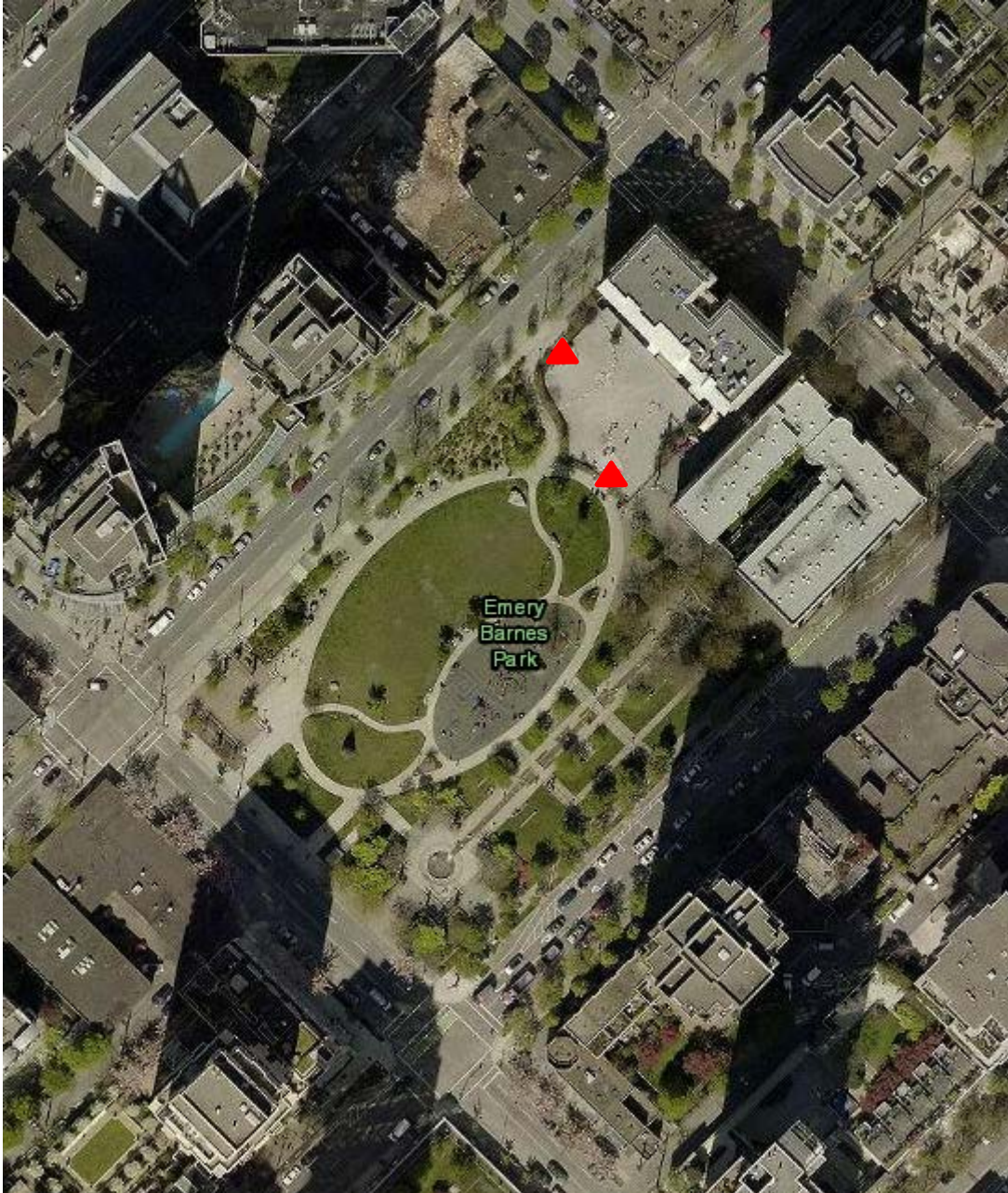
# Charleson Park



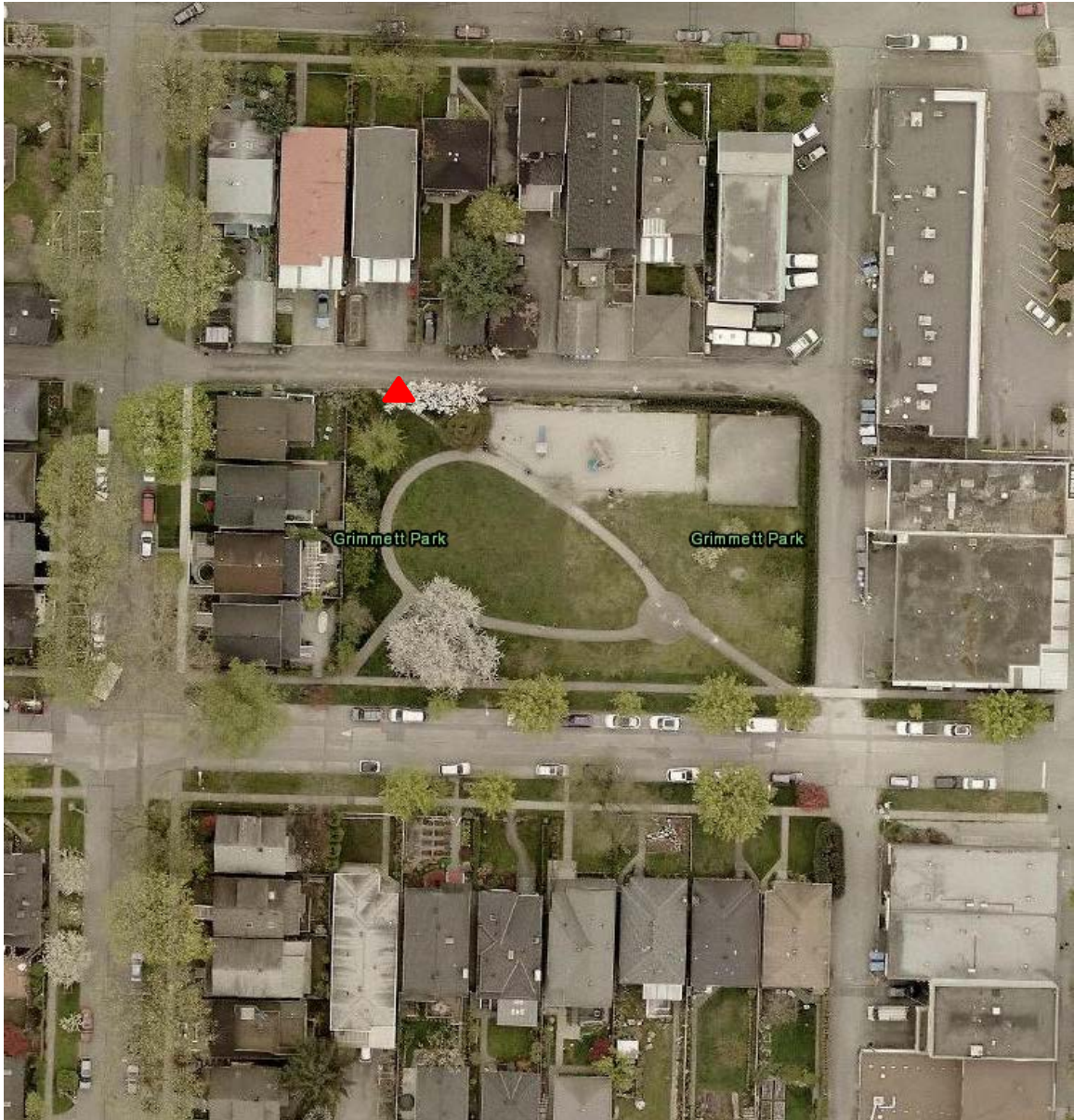
# Hinge Park



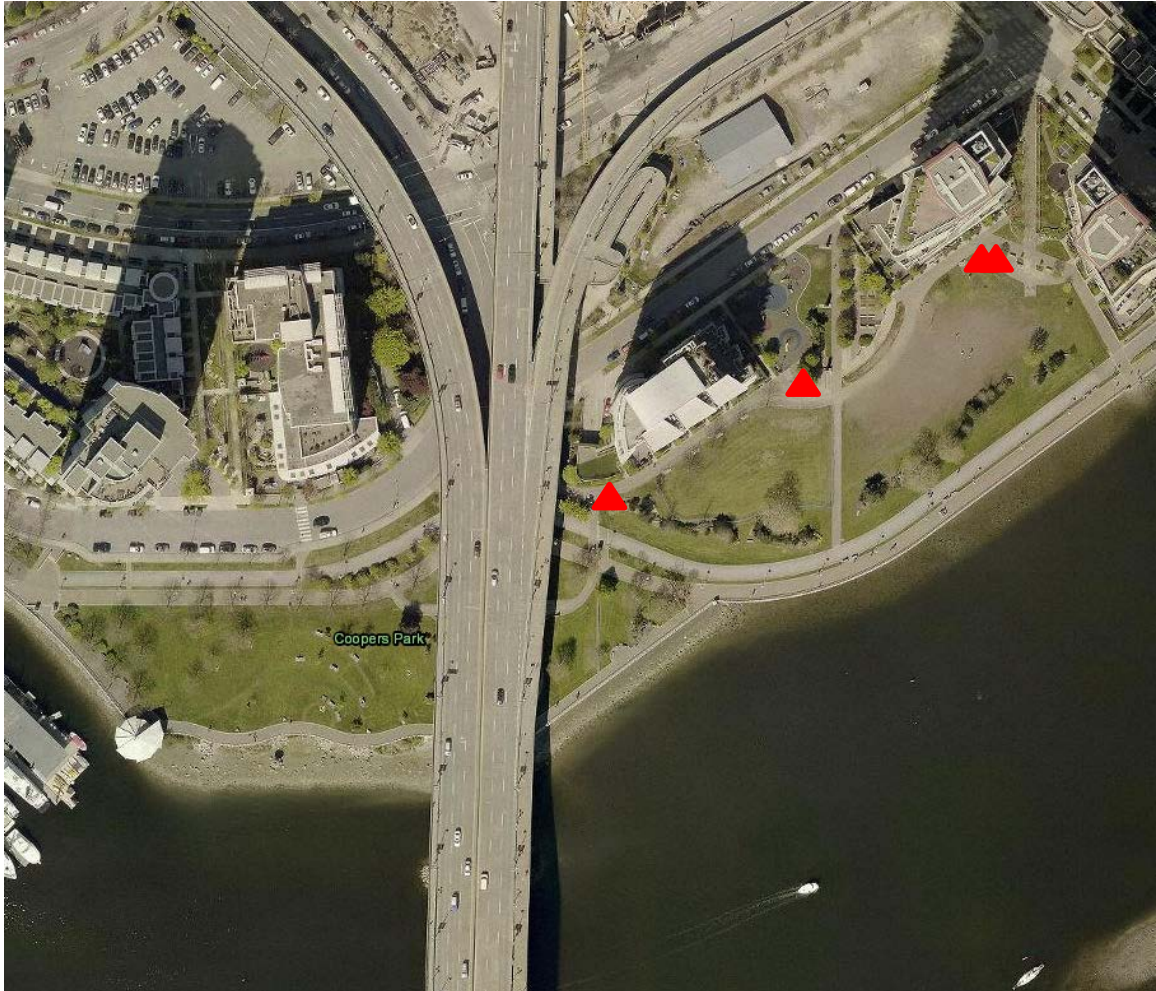
Emery Barnes Park  
(no driving access into park necessary)



Grimmett Park  
(no driving access into park necessary)



Coopers Park  
(no driving access into park necessary)



REQUEST FOR QUOTATIONS No. PS20190245  
CONTRACTOR SERVICES FOR DOG WASTE COLLECTION AND DISPOSAL  
APPENDIX 6 - OWNERS KNOWN WORKPLACE HAZARDS

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**SEE ATTACHED BELOW**



## Owners List of Known Workplace Hazards

CONTRACT TITLE DOG WASTE COLLECTION SERVICES

PROJECT MANAGER (CITY EMPLOYEE) DAVE TOLNAI

CONTRACT NAME & # (IF KNOWN) PS20190245

### Purpose

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

### Definitions

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

### Instructions for Completion

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

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

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

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

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

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

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

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

### Assistance in Completing this Document

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

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

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

3. <b>OTHER HAZARDOUS MATERIALS</b> - may include ammonia, pcb's, cfc's, moulds, mercury, ozone depleting substances (ods), radioactive substances, sewage, unknown contaminated materials, other: (list other here)_____	Yes (Y) No (N) or Not Applicable (NA)
a) A hazardous materials assessment for ammonia is provided in the tender package	Y <b>N</b> NA TBD
b) A hazardous materials assessment for (list the specific hazardous material) will be provided in the tender package	Y <b>N</b> NA TBD
c) A hazardous materials assessment for (list the specific hazardous materials) will be the contractors responsibility  As these are public facing bins, and there is little to no control over what members of the public will deposit in these bins, there is a potential for the contractor to encounter unknown hazardous substances deposited into the bins.	Y <b>N</b> NA TBD

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

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

If yes to a) or b) describe:

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

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

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

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

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

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

Odours, vapours and dusts from handling dog waste and other waste deposited in dog waste carts  
will be encountered.

<b>10. NOISE</b> - (existing work processes only)	Yes (Y) No (N) or Not Applicable (NA)
a) Employees will be exposed to noise levels above 85dbA	Y <b>N</b> NA

<b>OTHER HAZARDS (NOT IDENTIFIED ABOVE)</b>	
a) Mobile equipment and traffic.	
b) Eye hazards	
c) Fire/explosion (from propane tanks improperly deposited in dog waste carts, for example)	
d) Slip/trip hazards	
e) Violence/encounters with the public	
f) Animal or wildlife encounters	
g) Working alone	

h) Biohazards - for example, needles, medical waste, animal carcasses

**KNOWN WORKPLACE HAZARDS LIST COMPLETED BY**

**Project Manager Name (print): Dave Tolnai**

**Project Manager Signature:**

**Date: Feb 26, 2019**

**Title: CEII**

**Phone: 604-873-7239**