

File No.: 04-1000-20-2022-069

March 18, 2022

s.22(1)

Dear s.22(1)

Re: **Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")**

I am responding to your request of February 8, 2022 under the ***Freedom of Information and Protection of Privacy Act, (the Act)***, for:

1. **Contracts between the City of Vancouver and Karen Ward, Drug Policy Advisor, including rate of pay, length of contract, and credentials for the position; and**
  2. **Record of position being put to tender or otherwise.**
- Date range: October 3, 2020 to February 7, 2022.**

All responsive records are attached. Some information in the records has been severed, (blacked out), under s. 15(1)(l), s.19, and s.22(1) of the Act. You can read or download these sections here: [http://www.bclaws.ca/EPLibraries/bclaws\\_new/document/ID/freeside/96165\\_00](http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00)

Under section 52 of the Act, and within 30 business days of receipt of this letter, you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your FOI request by writing to: Office of the Information & Privacy Commissioner, [info@oipc.bc.ca](mailto:info@oipc.bc.ca) or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number (#04-1000-20-2022-069); 2) a copy of this letter; 3) a copy of your original request; and 4) detailed reasons why you are seeking the review.

Yours truly,

*[Signed by Cobi Falconer]*

**Cobi Falconer, MAS, MLIS, CIPP/C**  
**Director, Access to Information & Privacy**  
[cobi.falconer@vancouver.ca](mailto:cobi.falconer@vancouver.ca)  
453 W. 12th Avenue Vancouver BC V5Y 1V4

If you have any questions, please email us at [foi@vancouver.ca](mailto:foi@vancouver.ca) and we will respond to you as soon as possible. Or you can call the FOI Case Manager at 604-871-6584.

Encl. (Response Package)

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## **REQUEST FOR QUOTATION**

### **CONTRACTOR SERVICES – DRUG POLICY ADVISORS**

RFQ No. PS20211728

Issue Date: December 10, 2021

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

**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 2 below), on December 16, 2021 (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:
    - PDF format – 1 combined PDF file.
  - Zip the files to reduce file size if needed.
  - Send your submissions to [dino.goundouvas@vancouver.ca](mailto:dino.goundouvas@vancouver.ca); do not deliver a physical copy to the City of Vancouver.
  - Submitting the files via Drop box, FTP, or any other method, is not acceptable.
  - Due to cybersecurity concerns, the City of Vancouver will quarantine any inbound email with attachments not in PDF or Microsoft Office formats which will result in non-delivery to Supply Chain Management and will be deemed not submitted. Non-compliant file formats will be detected and quarantined even if they are compressed, zipped, renamed, and include password protected zipped files.
  - The maximum size limit for an email message, including all attachments, is 5MB per message
2. “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.
3. 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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## **INSTRUCTIONS TO VENDOR**

### **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 contract in respect of an Non-Profit Organization providing two drug policy advisors
- 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 via email in accordance with the above submission instructions and in the format 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 Contact Person as soon as possible with the relevant information so that the City may advise the vendor regarding the matter.

### **2.0 COMPLIANCE WITH CITY POLICY**

- 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 two business days prior to Closing Time. If required, an addendum will be issued to all vendors.

#### **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 goods or services as a result of responses to this RFQ, it will do so between approximately **January 5 – 11, 2022**; therefore, each vendor should indicate whether or not its pricing will remain in effect throughout that period.
- 4.3 Prices are to include the taxes required to be included under Section 4.1 above as well as all 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 or the performance of the applicable services.
- 4.4 Prices are to be quoted in Canadian currency.

#### **5.0 THIS SECTION HAS BEEN INTENTIONALLY DELETED**

#### **6.0 THIS SECTION HAS BEEN INTENTIONALLY DELETED**

#### **7.0 THIS SECTION HAS BEEN INTENTIONALLY DELETED**

#### **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;
- 8.2 Canadian-based vendors will be paid by direct deposit via Electronic Funds Transfer (EFT) and US-based vendors will be paid by direct deposit via Automated Clearing House (ACH) while international vendors will be paid by cheque.

#### **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 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 goods/services 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).

## **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.

#### **14.0 INSURANCE AND WORKERS' COMPENSATION COVERAGE**

- 14.1 Each vendor must include with its quotation a letter confirming its current WorkSafeBC registration.

## QUOTATIONS FORM

**ATTENTION:** Dino Goundouvas

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

\_\_\_\_\_ (Contact Name)

**SUBJECT:** REQUEST FOR QUOTATIONS NO. PS20211728 (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:

Item	Description	Admin %	Admin Fee
1.	<b>Administrative fee</b> in accordance with the specifications or scope set out in the RFQ. and Appendix 1	\$	\$

### 2.0 THIS SECTION HAS BEEN INTENTIONALLY DELETED

### 3.0 TIME LIMITATIONS ON PRICING:

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*(Indicate any such limitations in the spaces provided or state that there are none.)*

### 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.)*

*(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).)*

## 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).

### Majority owned/controlled/ by:

- ☐ Women
- ☐ Indigenous Peoples
- ☐ Non-Profit/Charity (Social Enterprise)
- ☐ Coop
- ☐ Community Contribution Corporation (3C/CCC)
- ☐ Ethno-cultural Persons
- ☐ People with Disabilities
- ☐ LGBTQ+
- ☐ Other: please indicate

### Social / Environmental Certifications

- ☐ BCorp
- ☐ BuySocial
- ☐ Supplier Diversity Certification
- ☐ Fairtrade
- ☐ Green Business Certification (ie. LEED, ClimateSmart)
- ☐ Other: please indicate

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*

### Workforce Diversity:

% Women
% Indigenous Peoples
% Ethno-cultural People
% People with Disabilities
% LGBTQ+
% Other: please indicate

## 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

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*(Please set forth in this Section 9.0 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 TERMS AND CONDITIONS

The vendor should print, sign and scan this form for submission to the city via email in accordance with the instructions for submission provided above. 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 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:	_____	

## **APPENDIX 1 – REQUIREMENTS**

### **1.0 Introduction**

The City is seeking a non-profit organization (NPO) to recruit, hire and supervise two peer positions at the City of Vancouver: 1) Drug Policy Advisor, and 2) Indigenous Drug Policy Advisor. Both positions will support the City's work in the overdose crisis, including supporting the City's ongoing work on decriminalization and the Section 56 exemption to decriminalize personal possession in Vancouver, the work of the Mayor's Overdose Emergency Task Force, and other areas related to urban health, particularly in mental health and substance use. The positions are advisory in nature and require people with lived experience. Activities will focus on community information gathering, providing input into policy and planning related to drug policy and the overdose crisis, engaging with communications and media as required, identifying and supporting City responses to immediate issues arising in the community related to the drug supply or overdose crisis. The NPO will liaise with City staff to agree upon the work to be completed by the two positions, and the NPO will coordinate the work with the Advisors, supervise the positions, provide payment and other areas of administrative support, and provide wrap around supports as needed. The two positions will be for 2.5 days per week for one year with possibility of extension.

### **2.0 Background**

Thousands have lives have been lost since 2016 due to a poisoned drug supply. On average, someone living in Vancouver has died every 18 hours this year, as the BC Coroners Service has reported 239 drug toxicity deaths in the first half of 2021. City of Vancouver data indicates police have responded to an estimated 397+ deaths in Vancouver from January to November 7, 2021, with an average of 149 calls to police every week for a suspected overdose death. Last year there were an estimated 413 overdose deaths in Vancouver. Since the public health emergency was declared in 2016, over 2,017 people have died in the city.

Recognizing the urgent need to address overdose and death prevention, last December Council approved a motion to submit an application for a Section 56 exemption to the Controlled Drugs and Substances Act to decriminalize personal possession in Vancouver. The City submitted an application to Health Canada in April 2021 and the status is currently pending, however, the City has continued to plan for implementation and evaluation of the decriminalization model if approved by Health Canada. This work builds on a number of other initiatives related to the overdose crisis that the City is leading, including implementing over 31 recommendations from the Mayor's Overdose Emergency Task Force, developing strategies for safe supply in partnership with Vancouver Coastal Health and partners including the Vancouver Community Action Team, finding safe places for people to use and access community-based harm reduction supports and services, supporting Indigenous health and wellness initiatives, reviewing the Four Pillars Drug Strategy and other municipal policies related to mental health and substance use, and engaging with communications and media to keep the overdose crisis at the forefront and continue to address stigma of substance use.

The City recognizes the value of people with lived experience and the need to include people who use drugs in all aspects of drug policy. The City has a long-standing relationship with many peers, particularly those affiliated with community groups in the Downtown Eastside (DTES), and values fair compensation for hiring peers for their subject matter expertise. This RFQ is a step forward in creating a more streamlined and supportive process for employing peers in drug policy work at the City.

### **3.0 Summary of Requirement**

The NPO will recruit, hire and supervise two peer Drug Policy Advisor positions at the City of Vancouver. The two positions will advise on areas related to drug policy at the City and other areas related to the overdose crisis, such as decriminalization, safe supply, and anti-stigma related to substance use – see job description templates attached. The NPO will pay peers and provide administrative and wrap around supports to peers as needed.

### **4.0 Work Scope**

This work requires an NPO with experience in training, hiring and supervising peer employees, particularly people with lived experience and Indigenous peers. The NPO requires access to supports for peer employees and can accommodate work schedules and other arrangements needed to support people who may identify as having mental health and substance use needs. Using a gender equity, cultural safety, trauma-informed and harm reduction approach is an asset. The NPO will provide a safe and supportive work environment and physical space in which to work if needed.

### **5.0 City Provided**

City will compensate the NPO for administrative fee based on payment fees of two positions at \$52,000 for the two positions. The City requests the NPO provide a percentage and fee based on the Requirements in Appendix 1.

### **6.0 Deliverables**

Key Deliverables will be to:

- Recruit, hire, train and supervise two peer Drug Policy Advisor positions, using the two job descriptions as templates
- Biweekly and/or monthly liaising with CoV staff about the Advisor roles, including work to be completed and addressing any emerging issues
- Liaise with Drug Policy Advisors about the work and completion of tasks
- Provide administration of payment and wrap around supports for Advisors
- Provide ongoing supervision including connecting with Advisors at the start and end to each work day
- Coordinate the scope of work with Advisors

### **7.0 Acceptance Criteria**

Upon the Senior Planner and Managing Director discretion. Weekly meetings and updates are expected.

## APPENDIX 2 – 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) <<https://policy.vancouver.ca/AF01401P1.pdf>>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an 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: \_\_\_\_\_



## APPENDIX 3 – FORM OF AGREEMENT



### PS20211728 SERVICES CONTRACT

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

having the following address:

[address of other party]

Tel Number: [phone number of project manager]

Tel Number: [phone number]

Email: [email address of the project manager]

Email: [email address]

Name of City Project Manager: [ ]

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

PART A - SERVICES:

<🗑️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")

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

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.]

Definitions:

"GST" means the tax payable and imposed pursuant to Part IX of the *Excise Tax Act* (Canada), as amended or replaced from time to time.

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.]

PART C: APPROVED SUBCONTRACTORS

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



#### PART D: INSURANCE

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

- (a) Commercial general liability insurance with a limit of not less than \$5,000,000 per occurrence and a deductible of not more than \$5,000 or other such amounts as the City may approve from time to time, protecting the Contractor and the Contractor's personnel against all claims for bodily injury including death, personal injury, advertising liability, products liability, sudden & accidental pollution, completed operations, or 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 carry blanket contractual liability coverage, include 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) 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
- (c) Automobile insurance covering all vehicles owned, leased, rented 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 other amount as the City may approve from time to time.

The Contractor and each of its subcontractors will provide at its own cost other lines of insurance coverages, endorsements, or increased limits of insurance as deemed necessary by the City and as a reasonable and prudent contractor would require to protect their operations or performance of services.

All insurance policies required by this Services Contract shall be with insurers duly authorized to carry on business in the Province of British Columbia, in a form and in amounts satisfactory from time to time and acceptable to the City's Director of Risk Management.

The required insurance shall not be cancelled or endorsed to reduce the limits of liability without thirty (30) days' written notice by registered mail to the City. Should the policy be endorsed to restrict coverage midterm, written notice of such restriction will be provided by registered mail to the City no later than the effective date of change; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply. Notice must identify the contract title, number, policy holder, and scope of work.

The Contractor's insurance policy (policies) shall be primary with respect to all claims arising out of the operations of the Contractor. 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 to it.

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.

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 satisfactory to the City. The certificate of insurance will identify the contract title, number, policyholder, and scope of work. 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.



PART E: ADDITIONAL TERMS

<img alt="icon" data-bbox="75 175 105 185"> [Describe or write "None".]

The following are integral parts of this Services Contract:

- <img alt="icon" data-bbox="135 245 165 255"/>name of first schedule>;
- <img alt="icon" data-bbox="135 260 165 270"/>name of second schedule>; and
- <img alt="icon" data-bbox="135 275 165 285"/>name of third schedule>.

[Delete if no attachments.]

The parties hereto have duly executed this Contract as of the <img alt="icon" data-bbox="535 345 565 355"/> day of <img alt="icon" data-bbox="630 345 660 355"/>month>, 20<img alt="icon" data-bbox="750 345 780 355"/>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: \_\_\_\_\_

[Name and Title]

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

[Name and Title]



## SERVICES CONTRACT TERMS AND CONDITIONS

### A. CONTRACTOR'S OBLIGATIONS

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

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

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

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

11. **City Business Licence.** The Contractor will maintain a valid City of Vancouver business licence in good standing throughout the duration of this Contract.
12. **Resolution of Disputes.** This Contract will be governed by the laws of British Columbia and the parties now irrevocably attorn to the exclusive jurisdiction of, and agree to submit all disputes to, the courts of British Columbia for resolution. The Contractor shall continue performance of its obligations under this Contract notwithstanding the existence of a dispute.
13. **Independent Contractor.** This Contract is a contract for services and neither the Contractor nor the Contractor's personnel or permitted subcontractors, are, or deemed to be, partners, appointees, employees or agents of the City. The Contractor will not represent to anyone that the Contractor has any authority to bind the City or that the Contractor is an employee or agent of the City.



14. **No Assignment or Subcontracting.** The Contractor will not assign or subcontract (other than to persons listed in PART C. (or a schedule referred to therein)), either directly or indirectly (including, without limitation, by way of any transfer of control of the shares or ownership interests in the Contractor), this Contract or any right or obligation of the Contractor under this Contract, without the prior written consent of the City, which consent may be arbitrarily withheld. No assignment or subcontract, whether consented to or not, relieves the Contractor from any obligations under this Contract. The Contractor must ensure that any assignee or subcontractor fully complies with this Contract in performing the Services and nothing in this Contract creates any contractual relationship between a subcontractor and the City.
15. **Conflict of Interest.** The Contractor must not provide any services to any person in circumstances which, in the City's reasonable opinion, could give rise to a conflict of interest between its duties to that person and its duties to the City under this Contract.
16. **Release and Indemnification**
- a. Release
- The Contractor now releases the City and the City's personnel from all losses including those caused by personal injury, death, property damage or loss, and economic loss, arising out of, suffered or experienced by the Contractor or the Contractor's personnel in connection with their performance of the Services.
- b. Acceptance "As Is"
- In undertaking the Services, the Contractor acknowledges that it has inspected the City's site(s), agrees to accept the site(s) "as-is" and undertakes to take all precautions necessary to ensure the safety of all the Contractor's personnel.
- c. Indemnity
- Despite any insurance which may be placed by the City, the Contractor now agrees to indemnify and save harmless the City and its officials, officers, employees, agents, successors, assigns and authorized representatives (in each case, an "Indemnified Party") from and against all costs, losses, claims, damages, actions and causes of action ("Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the completion of the Services or sooner cancellation of this Contract, that arise out of any act or failure to act of the Contractor or the Contractor's personnel, permitted assignees or subcontractors in connection with the performance of this Contract, including any Claims that arise out of or are in any way related to unpaid WorkSafeBC assessments or the failure to observe safety rules, regulations and practices of WorkSafeBC, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.
- d. Separate from Other Remedies and Rights
- Nothing in this Contract (including this indemnity) will affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.
- e. Survival of Release/Indemnity
- This Section 16 will survive the expiry or sooner termination of this Contract.
- B. CHANGES TO SERVICES**
17. **Changes.** The City may, at any time and from time to time and without invalidating this Contract, require a change to the Services and/or to the schedule for the delivery of the Services. Should the Contractor consider that any such request or instruction constitutes a change warranting amendment of the Maximum Amount, another price or the schedule for the Services set forth in the Contract, the Contractor must advise the City in writing prior to acting on any such request or instruction, and in any event within five (5) City of Vancouver business days of such request or instruction. In that case, the Maximum Amount, other price and/or schedule will be adjusted, if/as agreed to by both parties in writing, and failing agreement, if/as the City may determine, acting reasonably. Failing any such adjustment, the Services provided pursuant to the request or instruction will be deemed to be included within the prices specified herein, and to be subject to the schedule prescribed herein.
18. **Changes to Key Personnel.** The City may from time to time request reasonable changes to the key personnel of the Contractor engaged in performing the Services, and the Contractor shall comply with any such request. The Contractor shall not change any of such key personnel without the prior written approval of the City, which approval will not be unreasonably withheld.
- C. PAYMENT**
19. **Payment of Fees and Expenses.** In consideration for the satisfactory performance of the Services, The City will pay to the Contractor the fees specified in PART B (as supplemented by any schedule referred to therein), subject to this Section C. In addition, if the parties have specified in PART B that the Contractor's expenses are reimbursable in accordance with this Contract, the City will reimburse the Contractor for all expenses that: (i) are approved by the City in writing (in accordance with the City's existing policies and procedures for expense reimbursement) prior to their being incurred by the Contractor; (ii) are necessary, in the opinion of the City, to perform the Services; and (iii) are supported by proper receipts or other documentation satisfactory to the City (acting reasonably), provided always that the City reserves the right to make arrangements through its service providers for any flights and/or accommodations required by the Contractor in connection with its performance of the Services. If a "Maximum Amount" is specified in Part B, then the City is not, and shall not be, obliged to pay to the Contractor more than such Maximum Amount on account of aggregate fees (and, if applicable, expenses). Payment terms are "net 30 days" from the date of receipt of a valid invoice.
20. **Invoicing.** The Contractor will, by the 25<sup>th</sup> day of each month, provide to the City's Project Manager (named on the cover page of this Contract) a draft invoice with an attached detailed account of all charges to be claimed by the Contractor for the preceding month. The City's Project Manager shall review the draft, raise any concerns with the Contractor within ten working days and, after settlement of any issues (in the Project Manager's discretion), approve the draft invoice. The Contractor, if so requested, will meet with the City's Project Manager to expedite and settle the draft invoice. The Contractor will submit its final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, by email to [APInvoice@vancouver.ca](mailto:APInvoice@vancouver.ca). Each invoice must contain:
- Contractor name, address and telephone;
  - City purchase order number;
  - Name of the City's Project Manager;
  - Invoice number and date;
  - Details of any applicable taxes; 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.
26. **Electronic Funds Transfer.** The City expects to make payments by electronic funds transfer and the Contractor must provide banking information to the City in order to permit this.
- D. **GENERAL**
27. **Time for Performance.** Time is of the essence in this Contract.
28. **Amendments.** No modification of this Contract is effective unless it is in writing and signed by all the parties.
29. **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.
30. **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.
31. **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.
32. **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.

33. **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.
34. **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.
35. **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.
36. **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.
37. **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.
38. **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**



[Add schedules.]

SAMPLE



## SERVICES CONTRACT

REFERENCES: PS20200132

City of Vancouver (the "City")

AND: Karen Ward (the "Contractor")

having the following address:

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

having the following address:

s.15(1)(l), s.19, s.22(1)

Tel Number: 604-673-8286  
Email: dianna.hurford@vancouver.ca

Tel Number: 604-655-0276  
Email: s.22(1)

Name of City Project Manager: Dianna Hurford

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

### PART A - SERVICES:

This position will advise on areas related to corporate priorities led by Social Policy and Projects, including but not limited to the Mayor's Overdose Emergency Task Force 2020 work plan - project implementation, communications and engagement with drug users, and knowledge translation, partnership development and research, as well as Temporary Modular College (TMC), supported employment, and poverty reduction plans.

Key Deliverables will be to:

- Work to engage drug users on safe supply drug policy reform
- Advise City with on-the-ground public surveillance data to inform research and decision-making on areas of investment and policy
- Develop communication strategy for rapid dissemination of alerts for contaminated supply to drug users
- Facilitate knowledge mobilization with people who are marginalized by current systems and policies through community participatory practice, community engaged arts and social change practices, thereby creating more inclusive and effective policy making
- Advise on program development for Temporary Modular College Implementation
- Provide recommendations for Vancouver poverty reduction plans
- Weekly meetings and updates are expected.

Key milestone and delivery dates: Council Update on Task Force initiatives: Q1 2020 & Winter 2020  
Council Report on Poverty Reduction Plan: 2020

End date: December 31, 2020

### PART B - FEES AND EXPENSES:

Fees: \$30.00 per hour CAD

Expenses: Not to exceed \$6000.00 (Technology upgrades)

Maximum Amount of Fees and Expenses (the "Maximum Amount"): \$25,500.00 CAD

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

#### Definitions:

"GST" means the tax payable and imposed pursuant to Part IX of the *Excise Tax Act* (Canada), as amended or replaced from time to time.

"PST" means the provincial sales tax payable and imposed pursuant to the Provincial Sales Tax Act (British Columbia), as amended or replaced from time to time.

### PART C: APPROVED SUBCONTRACTORS

"None"

PART D: INSURANCE has been waived by Department Risk Management Designate: MaryClare Zak. maryclare.zak@vancouver.ca

PART E: ADDITIONAL TERMS

"None"

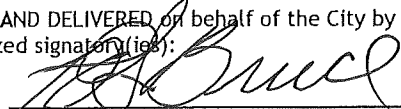
The following are integral parts of this Services Contract:

- Written proposal from Karen Ward; and
- CoV Scope of work;

The parties hereto have duly executed this Contract as of the 24th day of February, 2020.

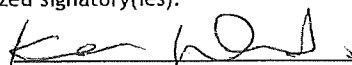
SIGNED AND DELIVERED on behalf of the City by its  
authorized signatory(ies):

Per:

  
Paul Bruce, Manager, Contracts and  
Administration

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

Per:

  
Karen Ward

SERVICES CONTRACT TERMS AND CONDITIONS

**A. CONTRACTOR'S OBLIGATIONS**

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

Unless a longer warranty period is specified on the face of this Contract or is otherwise provided, the foregoing warranty shall be valid for one year from the date of acceptance of the Goods and Services by the City. If at any time prior to the expiration of any applicable warranty period, any weakness, deficiency, failure, breakdown or deterioration in workmanship or material should appear or be discovered in the Goods and Services furnished by the Contractor, or if the Goods and Services do not conform to the terms and conditions of this Contract, the City may at its option (a) require the Contractor to promptly replace, redesign or correct the defective and non-conforming Goods and Services at no expense to the City, or (b) the City may replace or correct the defective Goods and Services and charge the Contractor with all expenses incurred by the City. The Contractor agrees to indemnify and save harmless the City, its officials, officers, employees, assigns, agents, clients and the public from any liability, loss, cost and expense arising either directly or indirectly, from breach of any warranty given by the Contractor hereunder.
5. **Contractor Personnel.** The Contractor must ensure that all persons it employs or retains to perform the Services are competent to perform them and are properly trained, instructed, and supervised, and that all such persons comply with the provisions of this Contract.
6. **Reporting.** The Contractor must, upon the City's request, fully report to the City on all work it does or has done in connection with providing the Services.
7. **Deliverables.** As a result of or as part of providing the Services, the Contractor may receive, create, produce, acquire or collect items including, without limitation, products, goods, equipment, supplies, models, prototypes and other materials; information and data; reports, drawings, plans, designs, depictions, specifications and other documentation (collectively, "Deliverables"). Deliverables do not include items that are: not required to be produced by the Contractor or supplied to the City as part of or together with the Services unless the City pays for such items; or specified in this Contract as being excluded from the Deliverables category; or items which pre-existed the effective date of this Agreement that are owned by a third party or that are used by the Contractor as part of the services provided to any of its other customers. All Deliverables will be owned solely by the City unless otherwise expressly provided herein and the City will have the complete right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation. The Contractor waives, in favour of the City, all moral rights in the Deliverables, transfers to the City, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable. The Contractor will permit the City to inspect and copy all Deliverables.
8. **Confidentiality.** The Contractor acknowledges that, in performing the Services required under this Contract, it may acquire information about

matters which are confidential to the City, which information is the exclusive world-wide property of the City or its suppliers or citizens, as the case may be. The Contractor undertakes to treat as confidential all Deliverables and all information received by reason of its position as Contractor and agrees not to disclose the same to any third party either during or after the performance of the Services under this Contract, without the City's express prior written consent.

9. **Insurance.** The Contractor must provide, maintain and pay for, and cause all subcontractors to provide, maintain and pay for, the insurance coverage (if any) described in PART D (including the type and form of policy, the coverage amounts, and the amount of deductible). If no insurance coverage is specified in PART D, the Contractor must provide, maintain and pay for, and cause all subcontractors to provide, maintain and pay for, such insurance as would be obtained by a prudent consultant or contractor providing services similar to the Services. The Contractor must provide written proof of such insurance coverage upon the written request of the City.
10. **WorkSafeBC.** The Contractor agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Contract until the WorkSafeBC premiums, assessments or penalties in respect of work done or services performed in fulfilling this Contract have been paid in full. The Contractor will provide the City with the Contractor's and each subcontractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the contractor and each subcontractor is in good standing with WorkSafeBC prior to the City having any obligation to pay monies under this Agreement.

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

11. **City Business Licence.** The Contractor will maintain a valid City of Vancouver business licence in good standing throughout the duration of this Contract.
12. **Resolution of Disputes.** This Contract will be governed by the laws of British Columbia and the parties now irrevocably attorn to the exclusive jurisdiction of, and agree to submit all disputes to, the courts of British Columbia for resolution. The Contractor shall continue performance of its obligations under this Contract notwithstanding the existence of a dispute.
13. **Independent Contractor.** This Contract is a contract for services and neither the Contractor nor the Contractor's personnel or permitted subcontractors, are, or deemed to be, partners, appointees, employees or agents of the City. The Contractor will not represent to anyone that the Contractor has any authority to bind the City or that the Contractor is an employee or agent of the City.
14. **No Assignment or Subcontracting.** The Contractor will not assign or subcontract (other than to persons listed in PART C (or a schedule referred to therein)), either directly or indirectly (including, without limitation, by way of any transfer of control of the shares or ownership interests in the Contractor), this Contract or any right or obligation of the Contractor under this Contract, without the prior written consent of the City, which consent may be arbitrarily withheld. No assignment or subcontract, whether consented to or not, relieves the Contractor from any obligations under this Contract. The Contractor must ensure that any assignee or subcontractor fully complies with this Contract in performing the Services and nothing in this Contract creates any contractual relationship between a subcontractor and the City.
15. **Conflict of Interest.** The Contractor must not provide any services to any person in circumstances which, in the City's reasonable opinion, could give rise to a conflict of interest between its duties to that person and its duties to the City under this Contract.
16. **Release and Indemnification**
  - a. Release

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

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

Despite any insurance which may be placed by the City, the Contractor now agrees to indemnify and save harmless the City and its officials, officers, employees, agents, successors, assigns and authorized representatives (in each case, an "Indemnified Party") from and against all costs, losses, claims, damages, actions and causes of action ("Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the completion of the Services or

sooner cancellation of this Contract, that arise out of any act or failure to act of the Contractor or the Contractor's personnel, permitted assignees or subcontractors in connection with the performance of this Contract, including any Claims that arise out of or are in any way related to unpaid WorkSafeBC assessments or the failure to observe safety rules, regulations and practices of WorkSafeBC, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.

d. Separate from Other Remedies and Rights

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

e. Survival of Release/Indemnity

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

**B. CHANGES TO SERVICES**

17. **Changes.** The City may, at any time and from time to time and without invalidating this Contract, require a change to the Services and/or to the schedule for the delivery of the Services. Should the Contractor consider that any such request or instruction constitutes a change warranting amendment of the Maximum Amount, another price or the schedule for the Services set forth in the Contract, the Contractor must advise the City in writing prior to acting on any such request or instruction, and in any event within five (5) City of Vancouver business days of such request or instruction. In that case, the Maximum Amount, other price and/or schedule will be adjusted, if/as agreed to by both parties in writing, and failing agreement, if/as the City may determine, acting reasonably. Failing any such adjustment, the Services provided pursuant to the request or instruction will be deemed to be included within the prices specified herein, and to be subject to the schedule prescribed herein.

18. **Changes to Key Personnel.** The City may from time to time request reasonable changes to the key personnel of the Contractor engaged in performing the Services, and the Contractor shall comply with any such request. The Contractor shall not change any of such key personnel without the prior written approval of the City, which approval will not be unreasonably withheld.

**C. PAYMENT**

19. **Payment of Fees and Expenses.** In consideration for the satisfactory performance of the Services, The City will pay to the Contractor the fees specified in PART B (as supplemented by any schedule referred to therein), subject to this Section C. In addition, if the parties have specified in PART B that the Contractor's expenses are reimbursable in accordance with this Contract, the City will reimburse the Contractor for all expenses that: (i) are approved by the City in writing (in accordance with the City's existing policies and procedures for expense reimbursement) prior to their being incurred by the Contractor; (ii) are necessary, in the opinion of the City, to perform the Services; and (iii) are supported by proper receipts or other documentation satisfactory to the City (acting reasonably), provided always that the City reserves the right to make arrangements through its service providers for any flights and/or accommodations required by the Contractor in connection with its performance of the Services. If a "Maximum Amount" is specified in Part B, then the City is not, and shall not be, obliged to pay to the Contractor more than such Maximum Amount on account of aggregate fees (and, if applicable, expenses). Payment terms are "net 30 days" from the date of receipt of a valid invoice.

20. **Invoicing.** The Contractor will, by the 25<sup>th</sup> day of each month, provide to the City's Project Manager (named on the cover page of this Contract) a draft invoice with an attached detailed account of all charges to be claimed by the Contractor for the preceding month. The City's Project Manager shall review the draft, raise any concerns with the Contractor within ten working days and, after settlement of any issues (in the Project Manager's discretion), approve the draft invoice. The Contractor, if so requested, will meet with the City's Project Manager to expedite and settle the draft invoice. The Contractor will submit its final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, by email to [APInvoice@vancouver.ca](mailto:APInvoice@vancouver.ca). Each invoice must contain:

- Contractor name, address and telephone;
- City purchase order number;
- Name of the City's Project Manager;
- Invoice number and date;
- Details of any applicable taxes; 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.

26. **Electronic Funds Transfer.** The City expects to make payments by electronic funds transfer and the Contractor must provide banking information to the City in order to permit this.

**D. GENERAL**

27. **Time for Performance.** Time is of the essence in this Contract.

28. **Amendments.** No modification of this Contract is effective unless it is in writing and signed by all the parties.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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.

36. **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.

37. **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.

38. **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**