



## REQUEST FOR APPLICATIONS

### PROVISION OF DRY CLEANING AND LAUNDRY SERVICES TO THE CITY OF VANCOUVER

RFA No. PS20171002

Issue Date: May 19, 2017

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

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**PART A  
INSTRUCTIONS AND INFORMATION**

**1.0 INSTRUCTIONS**

1.1 The City is interested in selecting multiple entities (each, an “Applicant”) that submit applications (each, an “Application”) with the capability and experience to efficiently and cost-effectively meet the Dry Cleaning and Laundry Services requirements of Vancouver Fire & Rescue Services (“VF&RS”) and Vancouver Civic Theatres (“VCT”), as described in this RFA. VF&RS members and VCT uniformed staff are expected to drop-off and pickup their uniforms at storefront locations which are in close proximity to each of the twenty (20) firehalls. The City expects to select multiple qualified applicants to enter into contract negotiations. The term of any agreement is expected to be three (3) years, with two (2) possible one-year extensions, for a maximum total term of five (5) years.

However, the City may: (i) decline to select any Applicant; (ii) decline to enter into any agreement; (iii) select multiple Applicants for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFA with one or more Applicants or other entities at any time. The City may also terminate the RFA at any time.

1.2 Each Applicant should submit two hard copies of its application, and one electronic copy of its application on USB, on or before 3:00pm on June 30, 2017 (the “Closing Time”) with attention to the person identified below (the “Contact Person”) in an envelope clearly marked with the Applicant’s name and the RFA title and number to the following address:

By mail:           attn.: Diana Chan, Contracting Specialist  
City of Vancouver - 4<sup>th</sup> Floor, Supply Chain Management  
453 West 12<sup>th</sup> Avenue  
Vancouver, BC V5Y 1V4

1.3 Faxed or emailed applications will not be accepted.

1.4 To be considered by the City, an application must be submitted in the form set out in Appendix 1 (the “Application Form”), completed and duly executed by the relevant Applicant.

1.5 Amendments to an application may be submitted via the same methods, at any time prior to the Closing Time. Applications are revocable and may be withdrawn at any time before or after the Closing Time.

1.6 Applications that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Applicant, in the City’s sole discretion.

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

2.1 The City may amend the RFA or make additions to it at any time. It is the sole responsibility of Applicants to check the City’s website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFA.

**3.0 EVALUATION OF APPLICATIONS**

3.1 The City currently intends that all Applications submitted to it in accordance with the RFA will be evaluated to determine overall best value to the City. The City expects to evaluate: (i) financial terms; (ii) Applicants’ skills, knowledge, reputations and previous experience(s), including experience(s) with the City (if any); (iii) Applicants’ approach to meeting the City’s requirements; and (iv) environmental or social sustainability impacts.

Evaluation Criteria	Evaluation Weighting
Technical	50%

Financial	40%
Sustainability	10%
Total	100%

**4.0 CITY'S DISCRETION**

4.1 For the avoidance of doubt, notwithstanding any other provision in the RFA, the City has in its sole discretion, the unfettered right to: (a) accept any Application; (b) reject any Application; (c) reject all Applications; (d) accept an application which is not the lowest-price application; (e) accept an application that deviates from the Requirements or the conditions specified in the RFA; (f) reject an application even if it is the only Application received by the City; (g) accept all or any part of an application; (h) split the Requirements between one or more Applicants; and (i) enter into one or more agreements respecting the subject matter of the RFA with any entity or entities at any time. Without limiting the foregoing, the City may reject any Application by an applicant that has a conflict of interest, has engaged in collusion with another Applicant or has otherwise attempted to influence the outcome of the RFA other than through the submission of its Application.

**5.0 LEGAL TERMS AND CONDITIONS**

5.1 The legal obligations of an applicant that will arise upon the submission of its Application are stated in Appendix 4. Except where expressly stated in these Legal Terms and Conditions: (i) no part of the RFA consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFA is legally binding on the City. EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 4: (I) NO PART OF THE RFA CONSISTS OF AN OFFER BY THE CITY TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFA IS LEGALLY BINDING ON THE CITY.

**POTENTIAL APPLICANTS MUST REVIEW THESE LEGAL TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING AN APPLICATION.**

**PART B  
CITY REQUIREMENTS**

**1.0 REQUIREMENTS**

The City has the following Requirements:

- 1.1 The Applicant is required to be the principal owner of its business for at least four (4) years.
- 1.2 The Applicant should have experience in servicing contracts similar in scope to this RFA. The average estimated volume of uniform items is shown in Appendix 6, which is provided not as a guarantee of volume, but rather, as an indication of total volumes.
- 1.3 The Applicant's storefront location should be in close proximity to one or more of the twenty (20) VF&RS firehalls and/or one or both of the VCT locations:

Firehall #	Address
1	900 Heatley
2	199 Main
3	2801 Quebec
4	1475 W. 10th
5	3090 E. 54th
6	1001 Nicola
7	1090 Haro
8	895 Hamilton
9	1805 Victoria
10	2992 Wesbrook
12	2460 Balaclava
13	4013 Prince Albert
14	2804 Venables
15	3003 E. 22nd
17	7070 Knight
18	1375 W. 38th
19	4396 W. 12th
20	5402 Victoria
21	5425 Carnarvon
22	1005 W. 59th

VCT	Address
Queen Elizabeth Theatre	649 Cambie Street
The Orpheum Theatre	865 Seymour Street

- 1.4 The Applicant is required to comply with the City's Security Policy. This includes, but is not limited to:

- (a) Providing the Applicant's business license, certificate of incorporation, and insurance information/certificate(s); and
  - (b) Security and background screening of the Applicant, its employees, and Sub-Contractors, as required by the City.
- 1.5 The Applicant is required to have an identification system that enables quick and easy identification and retrieval of garments for each VF&RS member or VCT uniformed staff.
- 1.6 The Applicant is required to have the capacity and capability to continue to provide the Requirements during periods where volumes increase with little or no advanced notice (e.g. during emergency situations, or special events).
- 1.7 The Applicant should be able to provide a maximum three-day turnaround service.
- 1.8 The Applicant is required to adhere to contamination standards for the cleaning of VF&RS garments contaminated with:
- (a) Bodily fluids;
  - (b) Blood-borne pathogens;
  - (c) Hazardous materials; and
  - (d) Fuel(s).
- 1.9 The Applicant's cleaning process(es) shall prevent cross-contamination across different streams (e.g. contaminated items shall be separated from non-contaminated items).
- 1.10 The Applicant is required to provide dry cleaning and laundry services for VF&RS which will maintain uniforms as follows:
- (a) Mitigate bleeding of garment colours into flashes attached to shirts;
  - (b) Finishing of shirts and pants will not result in "shiny" areas;
  - (c) Cleaning methodologies will be appropriate for special materials including, but not limited to, Gore-Tex and Nomex; and
  - (d) Cleaning methodologies will be appropriate for items contaminated with bodily fluids, blood-borne pathogens, hazardous materials, and fuel(s).
- 1.11 The Applicant shall use appropriate dry cleaning and laundering methodologies, and apply appropriate special treatments that may be required to maintain the integrity of garments.
- 1.12 The Applicant shall be responsible for damage to City garments caused by inappropriate methodologies and/or treatments, and shall pay full replacement costs to the City.
- 1.13 The Applicant shall purchase and pay for, as part of its operational costs, all related supplies required in the provision of the Requirements, including products required to treat specialized uniform items. Note: the City shall provide the Applicant with braid, emblems, and crested buttons.
- 1.14 To the furthest extent possible, the Applicant shall provide all services described in the Requirements in-house at the Applicant's processing facility (e.g. services such as alterations, repairs, application of braids, emblems, or crested buttons should be performed in the Applicant's processing facility).
- 1.15 The Applicant is required to provide delivery slips to accompany each item returned to each VF&RS member or VCT uniformed staff. The delivery slip will:
- (a) Identify the owner of the garment;
  - (b) Identify the type of garment;

- (c) State the service performed;
- (d) State the drop-off and pickup dates.

1.16 The Applicant's monthly invoices should include summaries of volumes and costs, by location.

1.17 The Applicant's management reports should present details of usage data in both a summary and detailed format, showing:

- (a) Total number of items cleaned by period (year, quarter, month), with corresponding costs; and
- (b) Other relevant metrics.

1.18 The Applicant shall provide a single point-of-contact for the City in relation to contract management and customer service.

1.19 The Applicant shall have a quality assurance program and escalation procedure to address lost or damaged garments, and to ensure effective resolution of disputes arising from City complaints.

1.20 Sustainability

- (a) The Applicant shall offer cost-effective environmentally-preferable cleaning methods and cleaning agents, to minimize impacts to the environment including human, plant and animal health, and to minimize potential allergic reactions to the users of the uniforms and other items.
- (b) The Applicant shall minimize energy and water use associated with the laundering and dry cleaning equipment used to provide the Requirements.
- (c) If available, the successful Proponent shall offer solutions that minimize or divert packaging waste from the landfill (e.g. using reusable garment bags/totes).

1.21 Form of Agreement

The Applicant shall enter into an agreement (in the form of Appendix 5) with the City, upon contract award.

APPENDIX 1  
APPLICATION FORM

RFA No. PS20171002, Provision of Dry Cleaning and Laundry Services to the City of Vancouver (the "RFA")

Applicant's Name: \_\_\_\_\_  
"Applicant"

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

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

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

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

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

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

The Applicant, having carefully examined and read the RFA, including all amendments thereto, if any, and all other related information published on the City's website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Application.

The Applicant further acknowledges that it has read and agrees to the Legal Terms & Conditions attached as Appendix 4 to the RFA.

IN WITNESS WHEREOF the Applicant has executed this Application Form:

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

**Applicant's Response Form (refer to Part B - City Requirements)**

1.1 Please describe how long the Applicant has been the principal owner of its business:

*Applicant's response:*

1.2 Please describe the Applicant's experience in servicing contracts similar in scope to this RFA:

*Applicant's response:*

1.3 Please check off the following locations that are in close proximity to the Applicant's storefront:

*Applicant's response:*

Firehall #	Address	Applicant's storefront is in close proximity to:	Distance from Applicant's storefront to Firehall:
1	900 Heatley	<input type="checkbox"/>	_____ km
2	199 Main	<input type="checkbox"/>	_____ km
3	2801 Quebec	<input type="checkbox"/>	_____ km
4	1475 W. 10th	<input type="checkbox"/>	_____ km
5	3090 E. 54th	<input type="checkbox"/>	_____ km
6	1001 Nicola	<input type="checkbox"/>	_____ km
7	1090 Haro	<input type="checkbox"/>	_____ km
8	895 Hamilton	<input type="checkbox"/>	_____ km
9	1805 Victoria	<input type="checkbox"/>	_____ km
10	2992 Wesbrook	<input type="checkbox"/>	_____ km
12	2460 Balaclava	<input type="checkbox"/>	_____ km
13	4013 Prince Albert	<input type="checkbox"/>	_____ km
14	2804 Venables	<input type="checkbox"/>	_____ km

15	3003 E. 22nd	<input type="checkbox"/>	_____ km
17	7070 Knight	<input type="checkbox"/>	_____ km
18	1375 W. 38th	<input type="checkbox"/>	_____ km
19	4396 W. 12th	<input type="checkbox"/>	_____ km
20	5402 Victoria	<input type="checkbox"/>	_____ km
21	5425 Carnarvon	<input type="checkbox"/>	_____ km
22	1005 W. 59th	<input type="checkbox"/>	_____ km

VCT	Address	Applicant's storefront is in close proximity to:	Distance from Applicant's storefront to VCT location:
Queen Elizabeth Theatre	649 Cambie Street	<input type="checkbox"/>	_____ km
The Orpheum Theatre	865 Seymour Street	<input type="checkbox"/>	_____ km

1.4 If the Applicant is offering dry cleaning and laundry services to VF&RS, please describe the Applicant's ability to comply with the City's Security Policy, as described in Part B - City Requirements, Section 1.4:

*Applicant's response:*

1.5 The Applicant shall describe its identification system for garments brought in by City staff members:

*Applicant's response:*

1.6 How will the Applicant meet peaks in volumes, with little or no advanced notice (refer to Part B,

Section 1.6)?

*Applicant's response:*

1.7 Please describe how the Applicant will be able to meet the 3-day turnaround service requirement:

*Applicant's response:*

1.8 If applicable, please describe how the Applicant is able to adhere to contamination standards for the cleaning of contaminated garments as described in Part B, Section 1.8?

*Applicant's response:*

1.9 How does the Applicant prevent cross-contamination across different streams (e.g. contaminated items separated from non-contaminated items)?

*Applicant's response:*

1.10 Describe how the Applicant will be able to provide dry cleaning and laundry services which will maintain City uniforms as described in Part B, Section 1.10?

*Applicant's response:*

1.11 Describe how the Applicant's use of appropriate dry cleaning and laundering methodologies, and application of appropriate special treatments, will be able to maintain the integrity of garments:

*Applicant's response:*

1.12 Please describe the Applicant's ability to pay full replacement costs to the City, if the Applicant causes damage to City garments as a result of using inappropriate methodologies and/or treatments:

*Applicant's response:*

1.13 Please describe the Applicant's ability to purchase and pay for all of its operational costs, all related supplies required in the provision of the Requirements, including products required to treat specialized uniform items:

*Applicant's response:*

1.14 Please describe the Applicant's ability to provide all services described in the Requirements in-house at the Applicant's processing facility, as described in Part B, Section 1.14:

*Applicant's response:*

1.15 Please include, or enclose sample(s) of the Applicant's delivery slips which meet requirement 1.15 in Part B:

*Applicant's response:*

1.16 Please include, or enclose sample(s) of the Applicant's monthly invoices which meet

requirement 1.16 in Part B:

*Applicant's response:*

1.17 Please include, or enclose sample(s) of the Applicant's management reports which meet requirement 1.17 in Part B:

*Applicant's response:*

1.18 Please provide information on the proposed single point-of-contact for the City (e.g. name, title, number of years' experience)

*Applicant's response:*

1.19 Please describe the Applicant's quality assurance program and escalation procedure to address lost or damaged garments, and to ensure effective resolution of disputes arising from City complaints.

*Applicant's response:*

Refer to Part B, Sustainability - Section 1.20(a):

1.20(a) Please describe the extent to which the Applicant can offer cost-effective environmentally-preferable cleaning methods and cleaning agents, to minimize impacts to the environment including human, plant and animal health, and to minimize potential allergic reactions to the users of the uniforms and other items:

*Applicant's response:*

Refer to Part B, Sustainability - Section 1.20(b):

1.20(b) Please describe the extent to which the Applicant will be able to minimize energy and water use associated with the laundering and dry cleaning equipment used to provide the Requirements:

*Applicant's response:*

Refer to Part B, Sustainability - Section 1.20(c)

1.20(c) Please describe the extent to which the Applicant will be able to minimize or divert packaging waste from the landfill:

*Applicant's response:*

1.21 The Applicant shall use the space below to confirm if the Applicant has any proposed changes to the model form of agreement included as Appendix 5, or if the Applicant is fully in compliance with the model form of agreement:

*Applicant's response:*

**Applicant's References - please provide details on three current Clients similar to the scope of this RFA:**

<b>Client Name # 1</b>	
<b>Address</b>	
<b>Contact Name</b>	
<b>Title of Contact</b>	
<b>Telephone No.</b>	
<b>E-mail Address</b>	
<b>Length of Relationship</b>	

Services provided to this Client	
Client Name # 2	
Address	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Services provided to this Client	
Client Name # 3	
Address	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Services provided to this Client	

<p><b>Subcontractors</b></p> <p>Applicants must list all of the subcontractors that the Applicant proposes to use in carrying out the required services and described the scope of subcontracted work (or write "None" if no subcontractors are proposed).</p>
<p><i>Applicant's response:</i></p>

**Declaration of Supplier Code of Conduct - (below) to be completed by the Applicant**

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

As an authorized signatory of \_\_\_\_\_ (vendor name), I declare that I have reviewed the SCC and to the best of my knowledge, \_\_\_\_\_ (vendor name) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action). I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of \_\_\_\_\_ (vendor name).

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

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

**Exceptions to Declaration:**

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

In the space below, the Applicant should state its understanding of Appendix 4 - *Legal Terms and Conditions of RFA*, and declare No Conflict of Interest, No Collusion, and No Lobbying as described in Section 9.0 of Appendix 4.

*Applicant's response:*

**Pricing for Years 1-3:**

Please complete the pricing tables below. All prices are to be quoted in in Canadian currency and exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs (e.g. all related supplies (except Braids, Emblems) required to provide the services).

Item	YEARS 1-3	Optional YEARS 4 & 5
	Unit price for Laundry only	Unit price for Dry Cleaning
Shirt (short- or long-sleeve, light or heavy weight)	\$ /each	\$ /each
Trousers or Dress Pants (cotton or wool)	\$ /each	\$ /each
Wool Tunic or Blazer	n/a	\$ /each
Work Jacket, Old-style	\$ /each	n/a
Work Jacket, with Liner - Launder & hang-dry	\$ /each	n/a
Coverall - Navy	\$ /each	\$ /each
Coverall worn by Fire Prevention & Investigation	\$ /each	\$ /each
Neck Tie	n/a	\$ /each
Raincoat	\$ /each	\$ /each

Alterations & Specialized Work	Unit Price
Braid, Buttons	\$ /each
Braid Changes	\$ /each
Emblem Changes	\$ /each
Hemming Trousers or Shorts	\$ /each
Replace Zippers (Pants, Shorts)	\$ /each
Replace Buttons	\$ /each
Sew Crests on Shirts, Sweaters, Jackets, Tunics	\$ /each
Repair - Belt Loops	\$ /each
Repair - Holes/Tears/Seams [requires pre-approval of repair by authorized VF&RS A/P Contact]	\$ /each
Take-in/Let-out Waist (Pants) [requires pre-approval of alteration by authorized VF&RS A/P Contact]	\$ /each

Water-Repellant Application [requires pre-approval of treatment by authorized VF&RS A/P Contact]	\$ /each
Re-usable/recyclable garment bags	\$ /each
Contaminated items surcharge	\$ /each

Please use the space below to describe any discounts (e.g. volume discount), or value-added services the proponent is willing to offer to the City.

*Applicant's response:*

#### Pricing for Optional Years 4 & 5:

Please complete the pricing tables below. All prices are to be quoted in in Canadian currency and exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs (e.g. all related supplies (except Braids and Emblems) required to provide the services).

Item	OPTIONAL YEARS 4 & 5	
	Unit price for Laundry only	Unit price for Dry Cleaning
Shirt (short- or long-sleeve, light or heavy weight)	\$ /each	\$ /each
Trousers or Dress Pants (cotton or wool)	\$ /each	\$ /each
Wool Tunic or Blazer	n/a	\$ /each
Work Jacket, Old-style	\$ /each	n/a
Work Jacket, with Liner - Launder & hang-dry	\$ /each	n/a
Coverall - Navy	\$ /each	\$ /each
Coverall worn by Fire Prevention & Investigation	\$ /each	\$ /each
Neck Tie	n/a	\$ /each
Raincoat	\$ /each	\$ /each

Alterations & Specialized Work	Unit Price
Braid, Buttons	\$ /each
Braid Changes	\$ /each
Emblem Changes	\$ /each
Hemming Trousers or Shorts	\$ /each
Replace Zippers (Pants, Shorts)	\$ /each
Replace Buttons	\$ /each
Sew Crests on Shirts, Sweaters, Jackets, Tunics	\$ /each
Repair - Belt Loops	\$ /each
Repair - Holes/Tears/Seams [requires pre-approval of repair by authorized VF&RS A/P Contact]	\$ /each
Take-in/Let-out Waist (Pants) [requires pre-approval of alteration by authorized VF&RS A/P Contact]	\$ /each
Water-Repellant Application [requires pre-approval of treatment by authorized VF&RS A/P Contact]	\$ /each
Re-usable/recyclable garment bags	\$ /each
Contaminated items surcharge	\$ /each

Please use the space below to describe any discounts (e.g. volume discount), or value-added services the proponent is willing to offer to the City.

*Applicant's response:*

Leadership and Sustainability Questionnaires

Applicants must complete Appendices 2 and 3.

APPENDIX 2  
VENDOR LEADERSHIP QUESTIONNAIRE

As part of the City's Corporate Procurement Policy and related Supplier Code of Conduct, all City vendors must meet minimum requirements related to ethical, social and environmental standards.

Beyond these basic requirements, the City would like to recognize vendors that are demonstrating leadership and innovation in sustainability. In order to be able to do so, the City requires that Applicants answer the following questions. The answers provided will be evaluated as part of the Application evaluation process for this RFA.

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

**For all questions where the answer is 'Yes' and additional information is requested, if this information is not included in the Application, the answer may not be evaluated.**

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

Questionnaire structure:

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

SECTION 1: ENVIRONMENTAL IMPACT

*This section of the leadership questionnaire addresses the following:*

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

1. Does your company own buildings in Metro Vancouver?

- Yes                       No

If no, skip to question 2.

If yes, describe efforts in the past three (3) years to improve the energy efficiency of owned buildings owned and/or rented space in Metro Vancouver with respect to the elements listed below. **Please limit answer to 400 words or less.**

- a. Equipment and lighting upgrades (e.g., HVAC, water heaters, LED lighting)
  - b. Building envelope improvements (e.g., insulation, windows)
  - c. Staff conservation and engagement programs (e.g., turning off lights and computers, etc.)
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2. Does your company own or lease fleet vehicles and/or heavy off-road equipment to be operated in Metro Vancouver?

- Yes                       No

If no, skip to question 3.

If yes, describe actions in the past three (3) years to reduce the GHG emissions of vehicles and heavy equipment operated in Metro Vancouver. (Actions could include: purchase of low emissions vehicles, use of alternative fuels, deployment of telematics software, driver training programs, etc.). **Please limit answer to 250 words or less.**

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3. Describe any other initiatives undertaken past three (3) years that have significantly reduced the GHG emissions of your operations. **Please limit answer to 250 words or less.**

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

- Yes                       No

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

- office paper
- plastic and glass containers
- soft plastic
- food waste/compostables
- batteries
- printer or toner cartridges
- Styrofoam
- IT equipment / electronics / mobile devices
- clean wood (e.g., pallets)
- metals

5. Describe any other initiatives undertaken in the past three (3) years that have significantly reduced waste from your operations. **Please limit answer to 250 words or less.**

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

- Sustainable food items (e.g., Fairtrade coffee; organic produce; OceanWise seafood)

- Copy paper (e.g., 100 per cent post-consumer waste; Forest Stewardship Council certified; tree free)
  - Janitorial supplies (e.g., ECOLOGO or Green Seal certified)
  - IT equipment (e.g., EPEAT Gold, EnergyStar qualified)
  - Office products (e.g., ECOLOGO; recycled; non-toxic)
  - Printing services (e.g., Forest Stewardship Council certified paper and printer)
  - Promotional / marketing items (e.g., fair labour practices; reusable; recyclable)
  - Courier services (e.g., use energy efficient, low carbon or alternative fuel vehicles)
  - Catering services (e.g., serve sustainable food; employ social enterprises; use reusable serving ware)
  - Landscaping services (e.g., use energy efficient equipment; employ social enterprises)
  - Other: (list)
- 
- 
- 

## SECTION 2: SOCIAL IMPACT

*This section of the leadership questionnaire addresses the following elements:*

- *Workplace development programs*
- *Supporting social enterprises*
- *Other social sustainability initiatives*

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

- Yes                       No

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

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

- Yes                       No

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

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3. Is your company structure either of the following:

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

- Yes                       No

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

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

- Yes       No

4. Describe any additional social sustainability initiatives that demonstrate your company's commitment to the health and well-being of local communities. Please limit answers to 250 words or less.

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### SECTION 3: DEFINITIONS

#### Social Enterprise:

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

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

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

#### Person with Barriers to Employment:

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

#### Community Contribution Company (C3):

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

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

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

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

**APPENDIX 3  
SUSTAINABILITY REQUIREMENTS QUESTIONNAIRE**

The City seeks an applicant that can deliver the proposed service(s) in an environmentally and socially responsible manner. This includes the following requirements:

- a) uses the most energy efficient equipment and vehicles possible or provides a viable low carbon alternative to the use of equipment or vehicles that consume energy;
- b) minimizes waste disposed to landfill or incinerator;
- c) uses environmentally preferable products or materials in delivering the service (e.g., products that contain higher post-consumer recycled content; that carry a 3<sup>rd</sup> party eco-certification; or do not contain or create substances of concern);
- d) uses social enterprises and/or employs people with barriers to employment in delivering part, or all, of the service.

**The Applicant is encouraged to provide services that meet the above requirements where applicable.**

In the Application, please address the following questions regarding the service(s) that will be provided. Please review the definitions section prior to answering the questions. **If a question is not applicable to the service provided, indicate "not applicable."**

1. Does delivery of the service require the use of equipment and/or vehicles?

Yes                      No

If yes, provide information to demonstrate that the equipment and/or vehicles to be used are the most energy efficient possible (e.g., ENERGY STAR qualified; position on the EnerGuide label; use lower carbon fuels; use renewable energy):

If a low carbon alternative is being proposed, provide information to demonstrate that it consumes less energy.

2. Will the delivery of the service generate solid waste that must be disposed of to landfill or incinerator?

Yes                      No

If yes, describe how your company would minimize solid waste disposed to landfill or incinerator.

3. Are any of the products and/or materials to be used in delivering the service environmentally preferable (e.g., contain higher post-consumer waste recycled content; carry a 3<sup>rd</sup> party eco-certification; non-toxic)? See definitions below for more information.

Yes                      No                      Not applicable to service

If yes, please provide information to demonstrate that the products or materials are environmentally preferable (e.g. per cent post-consumer waste; 3<sup>rd</sup> party certification; free of substances of concern):

4. Is your company able to use a social enterprise and/or employ people with barriers to employment in delivering part, or all, of the service(s)?

Yes                      No

If yes, please describe how your company would propose to do this:

5. Definitions:

Energy Efficient:

Ways to demonstrate energy efficiency, include, but are not limited to the following types of measures:

- ENERGY STAR qualified,
- position on the EnerGuide label “energy consumption indicator” (e.g., above 50%),
- equipment uses renewable energy sources such as solar power

### Environmentally preferable products

Environmentally preferable products are products that:

- have the highest possible post-consumer recycled content
- carry a 3<sup>rd</sup> party certification
- do not contain or create substances of concern

*Post-consumer recycled content:* is the amount of material in a product that has completed its intended use as a consumer item (such as a sheet of copy paper or a plastic bottle), has been diverted from the waste stream by having been collected in a residential or commercial recycling program, and has been incorporated into a new product.)

*3<sup>rd</sup> party eco-certification:* refers to a type 1 eco-label that is a voluntary, multiple-criteria based, third party program that awards a license that authorizes the use of environmental labels on products - indicating overall environmental prefer-ability of a product within a particular product category based on life cycle considerations. Examples include: ECOLOGO, GREENGUARD, Green Seal, etc.

*Substances of concern:* The following are substances of concern to the City due to their adverse effects on the environment including human, plant and animal health. Products and/or materials used to provide the service should:

- not contain “persistent bioaccumulative and toxic” (PBT) chemicals (such as hexachlorobenzene, DDT, PCBs, mercury, etc.). See <http://www.epa.gov/pbt/pubs/cheminfo.htm> for more information;
- not contain heavy metals of concern such as lead, mercury, nickel, cadmium, etc.; and
- not create dioxins during its manufacture, use or disposal.

### Social Enterprise

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

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

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

### Person with Barriers to Employment

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

**APPENDIX 4  
LEGAL TERMS AND CONDITIONS OF RFA**

**1. APPLICATION OF THESE LEGAL TERMS AND CONDITIONS**

These legal terms and conditions set out the City's and the Applicant's legal rights and obligations only with respect to the RFA application process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this Appendix 4 apply to, or have the effect of supplementing, any Contract formed between the City and the Applicant, or otherwise apply as between the Applicant and the City following the signing of any such Contract.

**2. DEFINITIONS**

In this Appendix 4, the following terms have the following meanings:

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Applicant following and as a result of the Applicant's selection by the City in the City's RFA process.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Applicant" means the legal entity which has signed the Application Form, and "Applicant" means any Applicant responding to the RFA, excluding or including the Applicant, as the context requires.
- (e) "Application" means the package of documents consisting of the Application Form (including this Appendix 4), the Applicant's application submitted under cover of the Application Form, and all schedules, appendices and accompanying documents, and "application" means any application submitted by any Applicant, excluding or including the Applicant, as the context requires.
- (f) "Application Form" means Appendix 4 of the RFA, as completed and executed by the Applicant.
- (g) "RFA" means the document issued by the City as Request for Applications No. PS20171002, as amended from time to time and including all addenda.

**3. NO LEGAL OBLIGATION ASSUMED BY THE CITY**

Despite any other term of the RFA or the Application Form, including this Appendix 4 (except only Sections 7, 8.2 and 10 of this Appendix 4, in each case to the extent applicable), the City assumes no legal duty or obligation to the Applicant or to any proposed subcontractor in respect of the RFA, its subject matter or the Application unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

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

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

**5. EVALUATION OF APPLICATIONS**

**5.1 Compliance / Non-Compliance**

Any application which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFA, or which otherwise fails to conform to the RFA may or may not be rejected by the City at the City's sole discretion. The City may also invite an applicant to adjust its

application to remedy any such problem, without providing the other Applicants an opportunity to amend their applications.

## **5.2 Reservation of Complete Control over Process**

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

## **5.3 Discussions/Negotiations**

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFA, any application or any proposed agreement with any one or more of the Applicants without having any duty or obligation to advise the Applicant or to allow the Applicant to vary its Application as a result of such discussions or negotiations with other Applicants or changes to the RFA or such applications or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 4, the City will have no liability to the Applicant as a result of such discussions, negotiations or changes.

## **5.4 Acceptance or Rejection of Applications**

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

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

## **6.1 Release by the Applicant**

Except only and to the extent that the City is in breach of Section 8.2 of this Appendix 4, the Applicant now releases the City, its officials, its agents and its employees from all liability for any Losses incurred in connection with the RFA or the Application, including any Losses in connection with:

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

## **6.2 Indemnity by the Applicant**

Except only and to the extent that the City breaches Section 8.2 of this Appendix 4, the Applicant indemnifies and will protect, save and hold harmless the City, its officials, its agents and its employees from and against all Losses, in respect of any claim or threatened claim by the Applicant or any of its proposed subcontractors or agents alleging or pleading:

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

### 6.3 Limitation of City Liability

In the event that, with respect to anything relating to the RFA or this application process (except only and to the extent that the City breaches Section 8.2 of this Appendix 4), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Applicant or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Applicant or its subcontractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

## 7. DISPUTE RESOLUTION

Any dispute relating in any manner to the RFA or the application process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 4, and also excepting any disputes arising between the City and the Applicant under a Contract (or a similar contract between the City and an applicant other than the Applicant)) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

- (a) The arbitrator will be selected by the City's Director of Legal Services;
- (b) Section 6 of this Appendix 4 will: (i) bind the City, the Applicant and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and
- (c) The Applicant will bear all costs of the arbitration.

## 8. PROTECTION AND OWNERSHIP OF INFORMATION

### 8.1 RFA and Application Documents City's Property

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

### 8.2 Applicant's Submission Confidential

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

### 8.3 All City Information Confidential

- (a) The Applicant will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Applicant at any time (whether before, during or after the RFA process). Furthermore, the Applicant agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Application.
- (b) The Applicant now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Application (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to

the receipt, evaluation or selection of its Application (or any other submissions) including, without limitation, records relating only to the Applicant.

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

### **9.1 Declaration as to no Conflict of Interest in RFA Process**

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

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

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

### **9.3 Declaration as to No Collusion**

The Applicant confirms and warrants that:

- (a) the Applicant is not competing within the RFA process with any entity with which it is legally or financially associated or affiliated, and
- (b) the Applicant is not cooperating in any manner in relation to the RFA with any other Applicant responding to the RFA,

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

### **9.4 Declaration as to Lobbying**

The Applicant confirms and warrants that:

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

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

**10. GENERAL**

- (a) All of the terms of this Appendix 4 to this Application Form which by their nature require performance or fulfillment following the conclusion of the application process will survive the conclusion of such process and will remain legally enforceable by and against the Applicant and the City.
- (b) The legal invalidity or unenforceability of any provision of this Appendix 4 will not affect the validity or enforceability of any other provision of this Appendix 4, which will remain in full force and effect.
- (c) The Applicant now assumes and agrees to bear all costs and expenses incurred by the Applicant in preparing its Application and participating in the RFA process.



APPENDIX 5 - FORM OF  
AGREEMENT  
STANDING OFFER SERVICES  
CONTRACT

CONTRACT NO: PS20171002

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]

having the following address:

[address of other party]

Tel Number: 604.[phone number]

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, any and all Terms Agreements 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:**

*Provision of Dry Cleaning and Laundry Services to the City of Vancouver*

[Note: Provide a general description of the nature of the services to be provided. The details of a specific engagement, including, where services will be performed, who will be performing them, delivery/performance schedule, milestones, etc. should be set out in the relevant Terms Agreement. ]

Term of Contract: 3 years from the    of                     , 2017 (the "Term"), after which the City has the option to extend the Term by two additional one-year periods.

**PART B - FEES AND EXPENSES:**

Billing Date(s): See Section 22 of the Services Contract Terms and Conditions

Fees: <description>

[Insert description of general fee structure for the Services 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.

"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.

The fees for a particular set of Services are further described in the Terms Agreement for those Services.

**PART C: APPROVED SUBCONTRACTORS**

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

## 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 \$2,000,000 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

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.

PART E: ADDITIONAL TERMS

<img alt="redaction icon" data-bbox="55 136 75 152"> [Describe or write "None".]

The following are integral parts of this Services Contract:

- <img alt="redaction icon" data-bbox="120 207 140 223"/> name of first schedule>;
- <img alt="redaction icon" data-bbox="120 223 140 239"/> name of second schedule>; and
- <img alt="redaction icon" data-bbox="120 239 140 254"/> name of third schedule>.

[Delete if no attachments.]

The parties hereto have duly executed this Contract as of the <img alt="redaction icon" data-bbox="525 305 545 321"/> day of <img alt="redaction icon" data-bbox="625 305 645 321"/> month>, 2017.

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

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

Authorized Signatory

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

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

Authorized Signatory

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

Authorized Signatory

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

Authorized Signatory

## SERVICES CONTRACT TERMS AND CONDITIONS

### A. CONTRACTOR'S OBLIGATIONS

#### 1. Performance of Services.

During the Term: (i) the City agrees to maintain the Contractor on its internal list of approved contractors for the type of services described in Part A; and (ii) the Contractor shall provide the services described in Part A and as further detailed in an executed terms agreement (each, a "Terms Agreement") in the form attached hereto as Schedule A, including all services necessary or incidental to the completion of such services (collectively, the "Services") to the City in accordance with the directions of the City and in conformity with this Contract. The Contractor must provide the Services in accordance with the schedule set out in the applicable Terms Agreement. 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. Procedure for Specific Services. The City and the Contractor shall adhere to the following procedure in respect of specific Services:

- (a) First, the City may identify a need for Services and, if it does so, it may complete a draft of the Terms Agreement and send the draft to the Contractor, leaving the price provisions blank.
- (b) Second, the Contractor, upon receipt of a draft Terms Agreement, shall promptly complete the price provisions of the draft Terms Agreement (provided that the price provisions must be completed consistently with PART B) and otherwise amend and complete the Terms Agreement, have it executed on behalf of the Contractor, and return it to the City.
- (c) Third, the City shall review Contractor's finalized Terms Agreement, including price, and if it approves of the Terms Agreement, it shall have it executed on behalf of the City by the City's Project Manager and return it to the Contractor. If it does not approve, the City may in its discretion cease discussions with the Contractor in relation to the particular Services or request that the Contractor propose a varied Terms Agreement.

#### 3. Volume of Services. The City makes no representations, warranties or covenants hereunder respecting the volume of Services, if any, to be procured from the Contractor.

#### 4. 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.

#### 5. 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.

#### 6. 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.

#### 7. 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.

#### 8. 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.

#### 9. 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.

#### 10. 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.

#### 11. 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.

#### 12. 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.

13. **City Business Licence.** The Contractor will maintain a valid City of Vancouver business licence in good standing throughout the duration of this Contract.
14. **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.
15. **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.
16. **No Assignment or Subcontracting.** The Contractor will not assign or subcontract (other than to persons listed in the applicable Terms Agreement), 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.
17. **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.

18. **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 18 will survive the expiry or sooner termination of this Contract.

**B. CHANGES TO SERVICES**

19. **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 set out in the applicable Terms Agreement (if any), another price or the schedule for the Services set forth in the applicable Terms Agreement, 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, as applicable, 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.

20. **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 (as set out in the applicable Terms Agreement), 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**

21. **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 the applicable Terms Agreement, 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 the applicable Terms Agreement, then the City is not, and shall not be, obliged to pay to the Contractor more than such Maximum Amount in connection with the specific Services described in the Terms Agreement to which that Maximum Amount applies on account of aggregate fees (and, if applicable, expenses). Payment terms are "net 30 days" from the date of receipt of a valid invoice.

22. **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).

23. **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.

24. **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.

25. **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.

26. **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.

27. **Currency.** Unless otherwise specified in this Contract, all references to money are to Canadian dollars.
28. **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**

29. **Time for Performance.** Time is of the essence in this Contract.
30. **Amendments.** No modification of this Contract is effective unless it is in writing and signed by all the parties.
31. **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.
32. **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.
33. **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.
34. **Termination.** The City may terminate this Contract:
- Upon failure of the Contractor to comply with this Contract, immediately on giving written notice of termination to the Contractor, or
  - 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.

35. **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.
36. **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.
37. **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.
38. **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.
39. **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.
40. **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**

APPENDIX 6 - HISTORICAL VOLUMES (ESTIMATED, FOR INFORMATION PURPOSES ONLY)

Vancouver Fire & Rescue Services [VF&RS]

Item	Annual Volume
Shirt, Long Sleeve, Cotton, Light Blue	3,000
Shirt, Long Sleeve, Cotton, White	2,400
Shirt, Short Sleeve, Cotton	11,300
Shirt, Short Sleeve, Cotton, Heavy Weight	1,400
Shirt, Long Sleeve, Wool, Poly/Wool, Blue	600
Shirt, Short Sleeve, Wool, Poly/Wool, Blue	1,200
Shirt, White, Heavily-Soiled - Dry Clean only	3,500
Trousers, Cotton	2,300
Trousers, Wool	15,800
Trousers, Hemming	1,300
Vest	110
Wool Tunic	500
Sweater	330
Tie	80
Raincoat	5
Jacket, Work, Old Style	80
Jacket, Work, with Liner: Launder & Hang Dry	155
Coverall, Navy 2408NVY	370
Coverall, for Fire Prevention & Investigation	230
Burberry Wool Coat	30
Coat, Navy/Charc/White 2810NVY/CGY/WHT	150
Coat, Navy/Charc 2415NVY/CGY	1,800
Coat, Long, White	12
Braid, Buttons	20
Braid Changes	140
Emblem Changes	15

Vancouver Civic Theatres [VCT]

Item	Annual Volume
Jackets	120
Vests	160
Pants	320
Shirts	600

