



REQUEST FOR QUOTATION

SUPPLY, INSTALL AND SERVICE LEASED LAUNDRY EQUIPMENT

RFQ No. PS20190472

Issue Date: August 29th, 2019

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 September 24th, 2019 (the “Closing Time”).

QUOTATIONS WILL NOT BE PUBLICLY OPENED.

NOTES:

1. Quotations should be submitted by email prior to the Closing Time in accordance with the following:
 - Subject of the file to be: PS# - Title – Vendor name.
 - Document format for submissions:
 - PDF format – Quotation Form, Appendix 2 and Appendix 4-1, 4-2 in **1 combined** PDF file.
 - Excel sheet format - Pricing Table
 - Zip the files to reduce file size if needed.
 - Send your submissions to Bids@vancouver.ca; do not deliver a physical copy to the City of Vancouver.
 - If you did not receive an automated email within few minutes, check your junk folder first, and then contact Purchasing@vancouver.ca.
 - Submitting the files via Drop box, Fax, FTP, or any other method, is not acceptable.
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. Optional Information Meeting

Any vendors would like to take a look at any specific buildings, please contact Jing Fan at jing.fan@vancouver.ca by September 6th, 2019.
4. All queries related to this RFQ should be submitted in writing to the attention of:

Jing Fan, Buyer

Email: jing.fan@vancouver.ca

(the “Contact Person”)

REQUEST FOR QUOTATIONS NO. PS20190472
SUPPLY, INSTALL AND SERVICE LEASED LAUNDRY EQUIPMENT
TABLE OF CONTENTS

INSTRUCTIONS TO VENDORS

Pages 1 – 5

- 1.0 Introduction and Submission Instructions
- 2.0 Sustainability
- 3.0 Inquiries
- 4.0 Pricing
- 5.0 Address(es) for Deliveries or Work
- 6.0 Delivery Times or Work Schedules
- 7.0 Quantities
- 8.0 Terms of Payment
- 9.0 Contracting
- 10.0 Alternatives / Deviations
- 11.0 Evaluation Criteria
- 12.0 No Claims Against the City
- 13.0 Conflicts/Collusion/Lobbying
- 14.0 Insurance and Workers' Compensation Coverage

QUOTATION FORM

Pages QF1 – QF5

APPENDIX 1 – SCHEDULE OF DETAILED REQUIREMENTS

Pages A1-1 – A1-5

APPENDIX 2 – DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Page A2-1

APPENDIX 3 – FORM OF AGREEMENT

Pages A3-1 – A3-10

APPENDIX 4 – INSURANCE FORMS

Pages A4-1 – A4-4

REQUEST FOR QUOTATIONS NO. PS20190472
SUPPLY, INSTALL AND SERVICE LEASED LAUNDRY EQUIPMENT
INSTRUCTIONS TO VENDORS

1.0 INTRODUCTION AND SUBMISSION INSTRUCTIONS

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

2.0 SUSTAINABILITY

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

3.0 INQUIRIES

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

4.0 PRICING

- 4.1 The term of any Agreement is expected to be an initial five (5) - year period with two (2) possible two-year extensions, for a maximum total term of nine (9) years.

REQUEST FOR QUOTATIONS NO. PS20190472
SUPPLY, INSTALL AND SERVICE LEASED LAUNDRY EQUIPMENT
INSTRUCTIONS TO VENDORS

- 4.2 Fixed prices must be quoted for the full term of the proposed agreement.
- 4.3 Prices are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.
- 4.4 Prices are to be quoted in Canadian currency.
- 5.0 ADDRESS(ES) FOR DELIVERIES OR WORK**
- 5.1 Any successful vendor of goods may be asked to deliver goods to or perform work at the address(es) as specified in appendix 1, or to such other addresses as are specified in a City contract or purchase order.
- 6.0 DELIVERY LEADTIME OR WORK SCHEDULES**
- 6.1 Vendors are asked to state in their quotations the time(s) required from the placement of an order to delivery of goods or completion of work. The City may give precedence to vendors who can meet the City's delivery lead time stated in Appendix 1.
- 7.0 QUANTITIES**
- 7.1 Each quantity stated herein is the City's best estimate of its requirements. Actual quantities may vary.
- 8.0 TERMS OF PAYMENT**
- 8.1 The City's proposed payment terms are as indicated in the form of agreement attached as Appendix 3; however, any discounts or more favourable (or less favourable) terms which may be offered by a vendor will be taken into consideration in evaluating quotations. Each vendor should indicate in its quotation if it offers or requires particular payment terms.
- 8.2 Vendors should indicate whether they can accept payment by EFT (electronic funds transfer) and/or by credit card.
- 9.0 CONTRACTING**
- 9.1 The City currently expects that the result of this RFQ will be that it will contact a successful vendor to propose the entry into a contract in the form of Appendix 3.
- 9.2 The City may elect not to buy anything or enter into any contract as a result of this RFQ. The City may elect to enter into a contract or place an order resulting from this RFQ with one vendor or more than one vendor. The City is not obligated to enter into an exclusive arrangement with any vendor or to purchase any quantity of goods or services.
- 9.3 Where the head office of a successful vendor is located within the City of Vancouver and/or where a successful vendor is required to perform services at a site located within the City of Vancouver, the successful vendor is required to have a valid City of 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

REQUEST FOR QUOTATIONS NO. PS20190472
SUPPLY, INSTALL AND SERVICE LEASED LAUNDRY EQUIPMENT
INSTRUCTIONS TO VENDORS

relevant vendor's quotation if it does not also offer goods or services meeting all of the requirements of Appendix 1.

11.0 EVALUATION CRITERIA

- 11.1 Quotations will be evaluated to determine which are likely to offer the overall best value to the City. The City expects to place the greatest emphasis on price; however, the City may take into account other factors affecting value, including those concerning quality, service or sustainability, or vendors' past work, reputations or experience. Therefore, the City may accept a quotation other than the lowest quotation.
- 11.2 The City may elect to not accept any quotation, and may terminate or amend this RFQ at anytime.
- 11.3 The City may discuss or negotiate variations from the scope of the RFQ or changes to the scope of supply to be offered by a vendor or the pricing therefor, with any one or more of the vendors responding to the RFQ without having any duty or obligation to advise other vendors or to allow other vendors to vary their quotations as a result of such discussions or negotiations.

12.0 NO CLAIMS AGAINST THE CITY

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

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,

REQUEST FOR QUOTATIONS NO. PS20190472
SUPPLY, INSTALL AND SERVICE LEASED LAUNDRY EQUIPMENT
INSTRUCTIONS TO VENDORS

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 complete, sign and attach to its quotation the insurance form as Appendix 4-1 along with a letter as Appendix 4-2 filled out by its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in Schedule D of the form of agreement (Appendix 3), should the vendor be selected as a successful vendor. (Any successful vendor will also be required to provide proof of the satisfaction of all insurance requirements on the City's insurance form as Appendix 4-3 prior to or concurrently with the City entering into any Agreement..
- 14.2 In addition, each vendor must include with its quotation **a letter** confirming its current WorkSafeBC registration.

REQUEST FOR QUOTATIONS NO. PS20190472
SUPPLY, INSTALL AND SERVICE LEASED LAUNDRY EQUIPMENT
QUOTATION FORM

ATTENTION: Jing Fan

FROM: _____ (Company Name)

_____ (Contact Name)

SUBJECT: REQUEST FOR QUOTATIONS NO. PS20190472 (THE "RFQ")
SUPPLY, INSTALL AND SERVICE LEASED LAUNDRY EQUIPMENT

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:

1.1 Pricing Table

A separate Excel Spreadsheet is provided for the quotation. Pricing is to be entered and submitted into the Excel spreadsheet. The quotation should be in accordance with INSTRUCTIONS TO VENDORS, Section 4.0 of the RFQ.

REQUEST FOR QUOTATIONS NO. PS20190472
SUPPLY, INSTALL AND SERVICE LEASED LAUNDRY EQUIPMENT
QUOTATION FORM

2.0 DEVIATIONS, ALTERNATIVES AND ADDITIONAL GOODS OR SERVICES

- 2.1 *Are there goods or services with deviations, or alternative or additional goods or services suggested by the vendor? If yes, list them and their price(s) on the pricing table and describe them below and provide documentation (attachments if necessary) to the Quotation:*

DESCRIPTIONS OF GOODS AND SERVICES:

(Describe the deviations or describe the alternative goods or services or suggested additional goods or services. Attach documents if necessary.)

- 2.2 *Are there any deviations from the terms and conditions of the form of agreement attached (for reference only) as Appendix 3 of this RFQ? If yes, list and describe them in detail below:*

Description of Deviations from the Form of Agreement (Appendix 3):

3.0 KEY PERSONNEL AND REPRESENTATION

(Vendor should identify key personnel and their roles in providing the services, as defined by Section 9.0 of the Appendix 1.)

4.0 DELIVERY LEADTIME OR WORK SCHEDULES

(Vendor should outline process that will meet the City's mandatory requirements as defined by Section 6.0 and 8.0 of the Appendix 1.)

5.0 DETAILED WORK SCOPE

REQUEST FOR QUOTATIONS NO. PS20190472
SUPPLY, INSTALL AND SERVICE LEASED LAUNDRY EQUIPMENT
QUOTATION FORM

(Vendor should confirm if they are able to be in compliance with the requirements as defined by Section 4.0 of Appendix 1.)

6.0 PRICE AND SUPPLY CERTAINTY

(Vendor should confirm if they are able to be in compliance with the requirements as defined by Section 4.0 of RFQ's Instructions to Vendors.)

7.0 SUPPLIER DIVERSITY

In the space below, indicate the Proponent's company profile with regards to social value and economic inclusion supporting equity, diversity, inclusion and reconciliation, including social/environmental certifications, workforce diversity and/or if owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).

Majority owned/controlled/ by: <input type="checkbox"/> Women <input type="checkbox"/> Indigenous Peoples <input type="checkbox"/> Non-Profit/Charity (Social Enterprise) <input type="checkbox"/> Coop <input type="checkbox"/> Community Contribution Corporation (3C/CCC) <input type="checkbox"/> Ethno-cultural Persons <input type="checkbox"/> People with Disabilities <input type="checkbox"/> LGBTQ+ <input type="checkbox"/> Other: please indicate	Workforce Diversity: % Women % Indigenous Peoples % Ethno-cultural People % People with Disabilities % LGBTQ+ % Other: please indicate	Social / Environmental Certifications <input type="checkbox"/> BCorp <input type="checkbox"/> BuySocial <input type="checkbox"/> Supplier Diversity Certification <input type="checkbox"/> Fairtrade <input type="checkbox"/> Green Business Certification (ie. LEED, ClimateSmart) <input type="checkbox"/> Other: please indicate
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REQUEST FOR QUOTATIONS NO. PS20190472
SUPPLY, INSTALL AND SERVICE LEASED LAUNDRY EQUIPMENT
QUOTATION FORM

8.0 SUSTAINABILITY

Please indicate in this Section information concerning the sustainability of the goods or services offered. Please also refer to Section 2.0 of the RFQ's Instructions to Vendors.

9.0 TERMS OF PAYMENT

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

10.0 CONFLICTS/COLLUSION/LOBBYING

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

11.0 OTHER INFORMATION

(Please set forth in this Section all other details requested or required by the RFQ, or which the vendor wishes to include as part of its offer.)

REQUEST FOR QUOTATIONS NO. PS20190472
SUPPLY, INSTALL AND SERVICE LEASED LAUNDRY EQUIPMENT
QUOTATION FORM

12.0 TERMS AND CONDITIONS

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

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

Company Name: _____

Signature of Authorized Signing Officer: _____ Date: _____

Name of Authorized Signing Officer: _____

Title of Authorized Signing Officer: _____

Mailing Address: _____

Telephone No.: _____ Fax No.: _____

Key Contact Person: _____ E-mail: _____

City of Vancouver _____

Business License No. _____

(or, if available, Metro _____

West Inter-Municipal _____

Business License _____ WorkSafeBC

No.): _____ Registration

No.: _____

APPENDIX 1 - SCHEDULE OF DETAILED REQUIREMENTS

1.0 INTRODUCTION

The City of Vancouver is seeking a lease agreement with a proponent to supply, install and service leased laundry room equipment for a number of locations which are owned and/or operated by the City of Vancouver.

2.0 BACKGROUND

The City presently leases 50 washers, 47 dryers and one gas dryer which are operated at 13 locations throughout the city. Eleven locations are housing related facilities and two locations are operated as community resource centres. In the housing related facilities the equipment is operated by tenants and in the community centres, staff and volunteers operate the equipment. The city charges no fees for this service except for the 1430 Haro location within the housing program; this location will require card operated machines and a card reloading machine to support the ability to add funds onto card holder's accounts. The majority of the existing washing machine equipment is of top load variety and is the preferred choice for a number of the locations. The two community centres presently operate a mix of top load and front load energy efficient washing machines with the majority of the washing machines being of the top load variety. In addition, the proponent will need to incorporate flexibility with the number and location of sites serviced as the City of Vancouver anticipates a new site, currently under development, will open in the later part of 2020 or early 2021 and, which will be located at 124 Dunlevy St.

3.0 SUMMARY OF REQUIREMENT

The proponent will be required to supply, install, service and maintain a total of 97 leased laundry room equipment (washers and dryers) for the term of the lease agreement. The details of locations and machines are set out in the following table in Section 6.0. For the purpose of this RFQ each stackable washer/dryer combo units is counted to be a single unit. The proponent will be also required to supply, install, service and maintain any new leased laundry room equipment for any upcoming new locations during the term of the lease agreement.

4.0 DETAILED WORK SCOPE

- 4.1 Supply and install 28 washers top loading and 4 card operated washer top loading, 13 washers front loading, 5 stackable washer/dryer combo units front loading, where 2 of the 5 units to be washers that are able to fully extract water from the load with no additional spin cycles required, 42 dryers, 4 card operated dryers, and 1 gas dryer of leased laundry room equipment during the term of the Contract.
- 4.2 All the top load washers shall be 12lbs machines and one front loading machine shall be 18-20lbs machines, with the exception of 12 front loading washers to be < 12lbs and 2 front loading washers to be > 20lbs. The gas dryer shall be a 28-30lbs machine. All other dryers shall be 18lbs machines.

REQUEST FOR QUOTATIONS NO. PS20190472
SUPPLY, INSTALL AND SERVICE LEASED LAUNDRY EQUIPMENT
APPENDIX 1 - SCHEDULE OF DETAILED REQUIREMENTS

- 4.3 All equipment must be Energy Star certified where available for the type of use specified.
- 4.4 All equipment must be commercial grade and CSA approved.
- 4.5 All washing machines must have cold, warm and hot settings.
- 4.6 All equipment must be energy efficient.
- 4.7 Provide twice a year preventive maintenance inspections for all supplied equipment at 320 Alexander and 609 Helmcken buildings, and once a year preventive maintenance inspections for all supplied equipment for the rest of buildings.
- 4.8 Provide all repairs and maintenance as identified within 24 hours of notification. In addition, provide preventive maintenance for all other equipment in the same building after the equipment requiring repair has been fixed.
- 4.9 Provide replacement equipment when equipment repair on site cannot be completed within 48 hours.
- 4.10 Provide 24/7 emergency call services 365 days a year.
- 4.11 The proponent will supply, install and service additional leased laundry room equipment if any new locations and additional units are requested by the City.

5.0 CITY PROVIDES

- 5.1 All requirements for electrical, plumbing and required venting will be the responsibility of the city.
- 5.2 Access to city personnel to ensure all mechanical needs are met.
- 5.3 All revenues from the equipment will be collected and retained by the City.

REQUEST FOR QUOTATIONS NO. PS20190472
SUPPLY, INSTALL AND SERVICE LEASED LAUNDRY EQUIPMENT
APPENDIX 1 - SCHEDULE OF DETAILED REQUIREMENTS

6.0 DELIVERABLES

Location & Machine Listings

Item	Buildings	Address	Washers Front Loading Less Than 12 lbs	Washers Top Loading 12 lbs	Washers Top Loading 12 lbs - Card Operated	Washers Front Loading 18- 20 lbs	Stacking Washer and Dryer Combo Front Loading Washer More Than 20 lbs	Stacking Washer and Dryer Combo Front Loading Washer 18-20 lbs	Dryers 18 lbs	Dryers 18 lbs - Card Operated	Gas Dryer 28 -30 lbs
1	Antoinette Residence	535 East Cordova		3					3		
2	Central Residence	42 East Cordova	3	0					3		
3	Gresham Residence	716 Smithe	2	0					2		
4	Barclay Residence	1430 Haro			4					4	
5	Alexander Lodge	58 Alexander	2	0					2		
6	Oppenheimer Lodge	450 East Cordova	3	1					3		
7	New Continental Residence	1067 Seymour	2	4					6		
8	Evelyne Saller Centre	320 Alexander		6		1			7		
9	Gathering Place	609 Helmcken		5			2		7		1
10	Granville Residence	1261 Granville		2					2		
11	Kingsway Continental	3484 Kingsway		5					5		
12	Modular Units	220 Ternianl Ave		1				3	1		
13	Real Estate	2055 West 6th		1					1		
Total			12	28	4	1	2	3	42	4	1

REQUEST FOR QUOTATIONS NO. PS20190472
SUPPLY, INSTALL AND SERVICE LEASED LAUNDRY EQUIPMENT
APPENDIX 1 - SCHEDULE OF DETAILED REQUIREMENTS

- 6.1 Minimal disruption to the daily operations of the community centres and housing operations;
- 6.2 Minimal impact of existing levels of service during installation of equipment. Site installation of equipment is not to shut down daily operations without prior consultation and approval from the city; and
- 6.3 All equipment listed above except the gas dryer will be installed with new equipment.
- 6.4 All equipment will need to be installed and operational by December 15th, 2019

7.0 ACCEPTANCE CRITERIA

- 7.1 Minimum lease term of five years with three two-year extension options.
- 7.2 Installation of energy efficient machines is mandatory for new equipment where applicable based on operational management preference. All equipment must be Energy Star certified where available for the type of use specified.
- 7.3 All the Requirements as described under Section 11.0 of INSTRUCTIONS TO VENDORS and APPENDIX 1.

8.0 SCHEDULE

- 8.1 Supply and Installation of equipment will need to be completed and operational by December 15th, 2019.
- 8.2 Proponent also need to detail the key schedules, including but not limited to the delivery lead time of the equipment, the installation lead time for each location.

9.0 CONTRACT MANAGEMENT

- 9.1 Any successful vendor and the City will develop a strategy for transition and implementation, and a protocol for the management of the Agreement wherein the City requires the right to review any changes to the contractor's representation, prior to any changes taking effect.
- 9.2 Any successful vendor should designate an account representative who will make decisions to ensure that the Agreement implementation and day-to-day operation are as specified herein, and who will service as a point of contact for the City.
- 9.3 The account representative should meet with the City's contract administrator(s) or designate(s) as determined by the City as part of the transition period to co-ordinate deliveries and to solve any problems. Thereafter, regular meetings will be conducted at mutually agreed times.
- 9.4 Any successful vendor should exercise competent supervision of all work, at all times through a Representative who must:
 - i) be fully knowledgeable of schedules and service requirements;
 - ii) be fully accessible at all times; and

REQUEST FOR QUOTATIONS NO. PS20190472
SUPPLY, INSTALL AND SERVICE LEASED LAUNDRY EQUIPMENT
APPENDIX 1 - SCHEDULE OF DETAILED REQUIREMENTS

- iii) have authority to receive on behalf of the successful Proponent any communication relating to the Work.

REQUEST FOR QUOTATIONS NO. PS20190472
SUPPLY, INSTALL AND SERVICE LEASED LAUNDRY EQUIPMENT
APPENDIX 2 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

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

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <http://vancouver.ca/policy_pdf/AF01401P1.pdf>. 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

This APPENDIX 3 contains the City's proposed terms and conditions for the Agreement that will be executed between the City and the successful vendor, if any.

(SEE ATTACHED)



SERVICES CONTRACT

CONTRACT NO: PS20181739

City of Vancouver (the "City")

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

having the following address:

453 West 12th Avenue
Vancouver, British Columbia, Canada
V5Y 1V4

Tel Number: 604 [phone number of project manager]
Email: [email address of the project manager]

Name of City Project Manager: []

having the following address:

[address of other party]

Tel Number: 604.[phone number]
Email: [email address]

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

PART A - SERVICES:

 Insert description.>

The Services are further described in Schedule A.

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

The Contractor agrees to complete the Services by: 

PART B - FEES AND EXPENSES:

Fees:  description>

Maximum Amount of Fees and Expenses (the "Maximum Amount"):

 description>

The fees and expenses are further described in Schedule B.

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

Definitions:

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

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

PART C: APPROVED SUBCONTRACTORS

 [Provide names or write "None" .]

REQUEST FOR QUOTATIONS NO. PS20190472
SUPPLY, INSTALL AND SERVICE LEASED LAUNDRY EQUIPMENT
APPENDIX 3 - FORM OF AGREEMENT

SCHEDULE D: INSURANCE

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

- (a) Commercial general liability insurance with a limit of not less than \$5,000,000 per occurrence, and a deductible of not more than \$5,000, protecting the Contractor and the Contractor's personnel against all claims for personal injury, including death and bodily injury, and property damage or loss, arising out of the operations of the Contractor or the actions of the Contractor or the Contractor's personnel. The policy will contain a cross-liability clause in favour of the City and will name the City and the City's officials, officers, employees and agents as additional insureds;
- (b) All-risks Property Insurance covering all equipment/property involved in this project for its full replacement cost value. Coverage should include transportation / transit coverage and a Waiver of Subrogation against the City of Vancouver; and
- (c) Automobile insurance covering all vehicles owned, leased or operated by the Contractor in connection with this Services Contract, including third party legal liability insurance in an amount not less than \$5,000,000 per occurrence, or such higher amount as the City may require from time to time.

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

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

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

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

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

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

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

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

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.

REQUEST FOR QUOTATIONS NO. PS20190472
SUPPLY, INSTALL AND SERVICE LEASED LAUNDRY EQUIPMENT
APPENDIX 3 - FORM OF AGREEMENT

PART E: ADDITIONAL TERMS

<📎> [Describe or write "None".]

The following are integral parts of this Services Contract:

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

[Delete if no attachments.]

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

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

Per: _____
[Name and Title]

Per: _____
[Name and Title]

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

Per: _____
[Name and Title]

Per: _____
[Name and Title]

REQUEST FOR QUOTATIONS NO. PS20190472
SUPPLY, INSTALL AND SERVICE LEASED LAUNDRY EQUIPMENT
APPENDIX 3 - FORM OF AGREEMENT

SERVICES CONTRACT TERMS AND CONDITIONS

SAMPLE

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 Schedule D (including the type and form of policy, the coverage amounts, and the amount of deductible). If no insurance coverage is specified in Schedule 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 25th 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. 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

APPENDIX 4 – INSURANCE FORMS

APPENDIX 4 – 1 EXISTING INSURANCE FORM
(TO BE COMPLETED AND APPENDED TO THE QUOTATIONS)

A LETTER WHICH IS UNDERTAKING OF INSURANCE APPENDIX 4 - 2
(TO BE COMPLETED AND APPENDED TO THE QUOTATION)

APPENDIX 4 – 3 CERTIFICATE OF INSURANCE FROM FOR SUCCESSFUL PROPONENT
(TO BE COMPLETED AND SUBMITTED UPON AWARD)

(SEE ATTACHED INSURANCE FORMS)

REQUEST FOR QUOTATIONS NO. PS20190472
SUPPLY, INSTALL AND SERVICE LEASED LAUNDRY EQUIPMENT
APPENDIX 4 - INSURANCE FORMS



APPENDIX 4 - 1 CERTIFICATE OF EXISTING INSURANCE
TO BE COMPLETED AND APPENDED TO THE QUOTATION

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

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

BUSINESS TRADE NAME or DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

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

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

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**

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

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

INSURER	Limits of Liability -
POLICY NUMBER	Combined Single Limit
POLICY PERIOD From	\$

If vehicles are insured by ICBC, complete and provide Form APV-47.

6. ☐ **UMBRELLA OR** ☐ **EXCESS LIABILITY INSURANCE**

INSURER	Limits of Liability (Bodily Injury and Property Damage Inclusive)
POLICY NUMBER	Per Occurrence
POLICY PERIOD From	\$
	Aggregate
	\$
	Self-Insured Retention
	\$

7. **PROFESSIONAL LIABILITY INSURANCE**

INSURER	Limits of Liability
POLICY NUMBER	Per Occurrence/Claim
POLICY PERIOD From	\$
	Aggregate
	\$
	Deductible Per
	\$
	Occurrence/Claim

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

8. **OTHER INSURANCE**

TYPE OF INSURANCE	Limits of Liability
INSURER	Per Occurrence
POLICY NUMBER	\$
POLICY PERIOD From	Aggregate
	\$
	Deductible Per Loss
	\$
TYPE OF INSURANCE	Limits of Liability
INSURER	Per Occurrence
POLICY NUMBER	\$
	Aggregate
	\$
POLICY PERIOD From	Deductible Per Loss
	\$

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Dated

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

APPENDIX 4 - 2

UNDERTAKING OF INSURANCE

To: CITY OF VANCOUVER

Re: SUPPLY, INSTALL AND SERVICE LEASED LAUNDRY EQUIPMENT

Dear Sirs:

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

Dated at _____, British Columbia, this _____ day of _____ 20____.

By (name): _____

Title: _____

Signature: _____

Full Corporate Name of Insurer:

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

APPENDIX 4 - 3

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

See attached

GENERAL CERTIFICATE OF INSURANCE

(TO BE COMPLETED AND SUBMITTED UPON AWARD)

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

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.

2. **NAMED INSURED:** *[must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]*

MAILING ADDRESS:

LOCATION ADDRESS:

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

RFP PS20190472 - SUPPLY, INSTALL AND SERVICE LEASED LAUNDRY EQUIPMENT

3. **PROPERTY INSURANCE** naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests and shall contain a waiver clause in favour of the City of Vancouver.

(All Risks Coverage including Earthquake and Flood)

INSURED VALUES: (Replacement Cost)

INSURER: _____

Building and Tenants' Improvements: \$ _____

TYPE OF COVERAGE: _____

Contents and Equipment: \$ _____

POLICY NUMBER: _____

Deductible Per Loss: \$ _____

POLICY PERIOD: From _____ to _____

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**

Including the following extensions:

LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)

✓ Personal Injury

Per Occurrence: \$ _____

✓ Products and Completed Operations

Aggregate: \$ _____

✓ Cross Liability or Severability of Interest

All Risk Tenants' Legal Liability: \$ _____

✓ Employees as Additional Insureds

✓ Blanket Contractual Liability

✓ Non-Owned Auto Liability

INSURER: _____

POLICY NUMBER: _____

Deductible Per Occurrence: \$ _____

POLICY PERIOD: From _____ to _____

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

INSURER: _____

LIMITS OF LIABILITY:

POLICY NUMBER: _____

Combined Single Limit: \$ _____

POLICY PERIOD: From _____ to _____

If vehicles are insured by ICBC, complete and provide Form APV-47.

6. ☐ **UMBRELLA OR** ☐ **EXCESS LIABILITY INSURANCE**

LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)

INSURER: _____

Per Occurrence: \$ _____

POLICY NUMBER: _____

Aggregate: \$ _____

POLICY PERIOD: From _____ to _____

Self-Insured Retention: \$ _____

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

8. **POLICY PROVISIONS:**

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

- a) *The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license;*
- b) *SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;*
- c) *The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.*

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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

Dated: _____