



REQUEST FOR PROPOSAL

SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

RFP No. PS20110596

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**REQUEST FOR PROPOSALS NO. PS20110596
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT**

PART A - INTRODUCTION

PART A - INTRODUCTION

Pages 4 - 8

- 1.0 Overview
- 2.0 Mandatory Pre-Submittal Requirements
- 3.0 Mandatory Pre-Contractual Requirements
- 4.0 Background and Scope
- 5.0 Objectives of the RFP
- 6.0 Bid and Performance Security
- 7.0 Insurance
- 8.0 General Requirements

PART B - INSTRUCTIONS TO PROPONENTS

Pages 9 -16

- 1.0 Administrative Requirements
- 2.0 Conduct of RFP - Inquiries and Clarifications
- 3.0 Contract Requirements - Form of Agreement
- 4.0 Pricing
- 5.0 Consortium Proposals
- 6.0 Submission of Proposal
- 7.0 Form of Proposal
- 8.0 Bid and Performance Security
- 9.0 Conflict of Interest/Solicitation
- 10.0 Opening of Proposals
- 11.0 Evaluation of Proposals
- 12.0 Deviation from Requirements or Conditions
- 13.0 Proposal Approval
- 14.0 Quantities
- 15.0 Brand Names - Not Applicable and Intentionally Omitted
- 16.0 Alternates and/or Variations to Requirements
- 17.0 Environmental Responsibility
- 18.0 Freedom of Information and Protection of Privacy Act
- 19.0 Confidentiality
- 20.0 Advertising
- 21.0 Special Conditions
- 22.0 Non-Resident Withholding Tax
- 23.0 Legal Terms and Conditions

PART C - SPECIAL CONDITIONS

Pages 17 -18

- 1.0 Performance Security - Letter of Credit
- 2.0 Evaluation Criteria
- 3.0 Pricing
- 4.0 Security Policy
- 5.0 Security - VPD Buildings
- 6.0 Security - Inspection of Premises
- 7.0 Contract Management Requirements

PART D - PROPOSAL FORM

Pages PF1 - PF3

- 1.0 Required Documents
- 2.0 Compliance

**REQUEST FOR PROPOSALS NO. PS20110596
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT**

PART A - INTRODUCTION

- 3.0 Required Proposal Documents
- 4.0 Proponent's Declaration and Acknowledgement

PROPOSAL FORM - ATTACHMENT A - LEGAL TERMS AND CONDITIONS **Pages PF4 -PF10**

- 1.0 Legal Terms and Conditions of Proposal Process
- 2.0 General Terms and Conditions of RFP/Proposal Process
- 3.0 Evaluation of Proposals
- 4.0 Protection of City and VPD Against Lawsuits
- 5.0 Access/Ownership of Proposal Information
- 6.0 Declaration - No Conflict of Interest/No Collusion
- 7.0 Survival/Legal Effect of Proposal Contract
- 8.0 Consent to Security/Background Screening
- 9.0 No Lobby Status

SCHEDULES: **Pages PF11 - PF29**

- Schedule A - Requirements
- Schedule B - Pricing
- Schedule C - Deviations and Variations
- Schedule D - Sub-Contractors

APPENDIX 1 - HISTORICAL VOLUME (1 page)

APPENDIX 2 - FORM OF AGREEMENT (18 pages)

APPENDIX 3 - VANCOUVER POLICE DEPARTMENT CERTIFICATE OF EXISTING INSURANCE FORM (1 page)

APPENDIX 4 - RESPONSE NOTIFICATION FORM (1 page)

APPENDIX 5 - INFORMATION MEETING ATTENDANCE FORM (1 page)

APPENDIX 6 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE (1 page)

APPENDIX 7 - PRIME CONTRACTOR AGREEMENT FORM (2 pages)

APPENDIX 8 - VANCOUVER POLICE DEPARTMENT LIABILITY INSURANCE CERTIFICATE (1 page)

APPENDIX 9 - VANCOUVER POLICE DEPARTMENT SECURITY CLEARANCE FORMS (6 pages)

APPENDIX 10 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE (3 pages)

REQUEST FOR PROPOSALS NO. PS20110596
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

PART A - INTRODUCTION

1.0 Overview

This Request for Proposal (“RFP”) identifies a business opportunity for the successful Proponent to supply dry cleaning and laundry services to the Vancouver Police Department (“VPD”), as represented by its Vancouver Police Board, set out herein.

The VPD is seeking a Proponent to supply care and maintenance services for clothing, uniforms and bedding for its members that will include dry cleaning and laundry services, centralized pick up and drop off, alterations, repairs, and the application of flashes, crests or crested buttons. Thus, it is paramount that the successful Proponent will be able to meet the requirements of the VPD with the highest level of service for a minimum contract term of two (2) years, with the option to extend for three (3) additional one-year terms, for a total possible maximum contract term of five (5) years.

As a pre-condition of submitting a Proposal, the VPD requires the Proponent to be the principal owner of its business for at least four years, and who has experience in servicing contracts similar in scope to this RFP.

Services required include, but are not limited to, dry cleaning and laundry services (inclusive of alteration, repairs, and other specialized services) for pick up and delivery at the following VPD locations:

- a) 2120 Cambie Street;
- b) 3585 Graveley Street; and
- c) 312 Main Street.

In addition to Proponents being able to offer centralized pick up and delivery service to the above-mentioned VPD buildings, Proponents with storefront locations near 312 Main Street will be preferred, to service the needs of VPD uniform members who will drop off and pick up their laundry items personally, instead of utilizing one of the VPD centralized pick up and delivery locations noted above.

Qualified and experienced Proponents are invited to submit Proposals for the above locations and the VPD will consider all Proposals meeting the Requirements. However, the successful Proponent will be the Proponent who demonstrates a high level of service and provides “best practice” business solutions.

1.2 A mandatory Information Meeting will be held:

Date and Time: 2:00pm - 4:00pm, April 24, 2012

Location: Vancouver Police Department,
3585 Graveley Street,
Vancouver, BC

The Information Meeting will include a visit to one of the designated laundry rooms where laundry items will be picked up and delivered as part of the Requirements. The Information Meeting will also provide an overview of the RFP Requirements as well as the document and process, and will give Proponents the opportunity to address questions to the City in a communal forum.

REQUEST FOR PROPOSALS NO. PS20110596
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

PART A - INTRODUCTION

Proponents are to complete the Information Meeting Attendance Form (Appendix 5) and email to the attention of the City of Vancouver - Purchasing Services at purchasing@vancouver.ca, before close of day, April 20, 2012.

NOTE: Failure to complete and submit Appendix 5 and failure to attend the Information Meeting may result in the Proponent's Proposal being put aside and given no further consideration.

- 1.3 Proponents are encouraged to pre-read this document and submit any questions pertaining to this RFP in advance of the Information Meeting by e-mail to: purchasing@vancouver.ca.

Following the Information Meeting, Proponents are requested to advise by e-mail whether or not they intend to submit a Proposal prior to the Closing Time, by sending the Response Notification Form (Appendix 4).

- 1.4 Key dates to be noted are:

Event	Dates
Release of RFP	April 12, 2012
Deadline for submission of Information Meeting Attendance Form	April 20, 2012
Information Meeting	April 24, 2012
Deadlines for Enquiries	May 8, 2012
Deadline for Response Notification Form	May 8, 2012
RFP Closing	May 15, 2012

- 1.5 Sustainability

- a) The City's Procurement Policy and related Supplier Code of Conduct found at <http://vancouver.ca/fs/bid/epp/index.htm> align the City's overall approach to procurement with its corporate social, environmental and economic sustainability values and goals. It establishes a commitment to maximize benefits to the environment through product and service selection, to ensure safe and healthy workplaces, where human and civil rights are respected, and to support an environmentally sustainable local economy, whenever possible. In doing so, the Policy ensures incorporation of sustainability and ethical considerations as integral evaluation components in best-value supply selection.
- b) Vendors are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Vendor supplies materials, and where such materials may cause adverse effects, the Proponent is to indicate the nature of the hazard in its Proposal. The Proponent is to advise the VPD of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse conditions on the environment.

**REQUEST FOR PROPOSALS NO. PS20110596
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT**

PART A - INTRODUCTION

- 1.6 The requirements are as envisioned by the City and the VPD at the time of writing of this RFP, but may change or be refined in the course of the evaluation and award process.

2.0 Mandatory Pre-Submittal Requirements

In responding to this RFP, the Proponent must meet the following mandatory requirements:

- 2.1 The Proponent must attend the mandatory Information Meeting held on April 24, 2012 at 2:00 PM at the Vancouver Police Department, 3585 Graveley Street, Vancouver, BC
- 2.2 Proponents must register in advance of the mandatory Information Meeting by completing the registration form (Appendix 5) and returning it to City of Vancouver - Purchasing Services by email to purchasing@vancouver.ca on or before close of business day April 20, 2012.
- 2.3 Proponents intending to submit a Proposal must submit a Response Notification Form by the May 8, 2012 deadline noted in the table above.
- 2.4 Note: Where a requirement is deemed “mandatory”, a Proponent **MUST** meet the requirement. Failure to do so may result in the Proposal being put aside and given no further consideration.

3.0 Mandatory Pre-Contractual Requirements

- 3.1 The preferred Proponent will be requested to provide full security and financial background/ownership and insurance information.
- 3.2 Compliance with VPD Security Policy. This includes security and background screening of the preferred Proponent, its employees, Sub-Contractors and inspection of premises and/or operations.
- 3.3 The Proponent shall be the principal owner of its business for at least four years, and shall have experience in servicing contracts with scope similar to this RFP.

4.0 Background and Scope

- 4.1 The VPD has approximately 1400 members that have uniforms or plain clothes requiring dry cleaning and/or laundry services contemplated in this RFP. Approximately 700 members work from 2120 Cambie Street, 200 members work from 3585 Graveley Street, and 200 members work in close proximity to the 312 Main Street area. The VPD provides cleaning services to all employees who are required to wear a uniform in the performance of their duties, with the following maximums:
- 1 (one) uniform shirt per working day
 - 1 (one) pair of uniform pants per week
 - 1 (one) uniform fleece/soft-shell jacket fleece/soft-shell jacket every 2 weeks
 - 1 (one) Gore-Tex or Nomex jacket every month
 - body armour carriers to be cleaned on an as-needed basis

The VPD also provides cleaning services to all members granted a plain clothes allowance, with the following maximums:

REQUEST FOR PROPOSALS NO. PS20110596
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

PART A - INTRODUCTION

- 1 (one) shirt per working day
- 1 (one) pair of pants per week
- 1 (one) sport or suit jacket every 2 weeks
- 1 (one) overcoat every month

The above information is provided only as an indicator of volume and should not be considered as a guarantee of quantity. The historical volume of uniform items, plain clothes and bedding items is shown on Appendix 1 "Historical Volume", for purposes of giving Proponents an order of magnitude of volume only, rather than exact volume requirements.

4.2 Scope

The Scope of this contract will include dry cleaning or laundering (as may be appropriate) of uniforms, clothing and bedding for the VPD. If required, the service may also include alterations, repairing, hemming and the application of flashes, crests or crested buttons supplied by the VPD.

The services required are explained in more detail within Schedule A, including but not limited to pick up and delivery services at:

- a) the VPD building located at 2120 Cambie Street, Vancouver, BC;
- b) the VPD building located at 3585 Graveley Street, Vancouver, BC; and
- c) 312 Main Street [or alternatively, a centrally-located storefront that is in close proximity to 312 Main Street, with three or four available parking spaces, at no cost, for VPD members to personally drop off and pick up their uniform or laundry items].

5.0 Objectives of the RFP

- 5.1 The objective of this RFP is to select a successful Proponent who can supply dry cleaning and laundry services for the VPD as set out in Schedule A - Requirements.
- 5.2 Within each of the service requirements, the contract will enable the VPD to realize the following (not arranged in any particular order of importance):
 - Uniform security;
 - High-quality service and workmanship;
 - Lowest possible cost, without unplanned/unwarranted price adjustments;
 - Assurance of Continuity of Service/Assurance of Capacity;
 - Collaborative and proactive business relationship with the successful Proponent;
 - Sustainable and environmentally-preferable provision of goods and services; and
 - Management reporting capability.

6.0 Bid and Performance Security

No Bid Security is required, since no irrevocable legally binding offer is required in this RFP. However, the Proponent will be required to include with its Proposal a letter from its bank, confirming that the Proponent has sufficient credit-worthiness to obtain from a Canadian Chartered bank, an irrevocable, perpetual, demand letter of credit in the amount of no less than seventy-five thousand dollars (\$75,000.00) as detailed within the Form of Agreement (Appendix 2 of this RFP).

REQUEST FOR PROPOSALS NO. PS20110596
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

PART A - INTRODUCTION

7.0 Insurance

Proponents shall review and ensure that they fully understand and have the ability to meet the City's insurance requirements as outlined within Section 29 of the Form of Agreement in Appendix 2.

8.0 General Requirements

In support of the objectives as outlined above, the VPD has identified general requirements identified within Schedule A of this RFP and for which the Proponent should propose its solution.

**REQUEST FOR PROPOSALS NO. PS20110596
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT**

PART B - INSTRUCTIONS TO PROPONENTS

NOTE: The definitions set out in Attachment A - Legal Terms and Conditions of the Proposal Form (Part D) and in the Form of Agreement (Appendix 2) apply throughout this RFP, including this Part B of this RFP, except where otherwise expressly stipulated or the context otherwise requires.

1.0 Administrative Requirements

1.1 Registration to attend the Information Meeting

Proponents are required to complete the mandatory Information Meeting Registration Form (Appendix 5) and send by email to purchasing@vancouver.ca before close of day, April 20, 2012.

1.2 RFP Process Registration

After attending the Information Meeting, or prior to the deadline shown in Part A, section 1.4, Proponents are to indicate whether or not they will be submitting a Proposal prior to the Closing Time by sending the Response Notification Form (Appendix 4).

1.3 Changes or Additional Information

It is the sole responsibility of the Proponent to check the City's website at <http://www.city.vancouver.bc.ca/bid/bidopp/openbid.htm> regularly for amendments, addenda, and questions and answers related to this RFP.

1.4 Proposal Submission

The Proponent shall submit its Proposal in accordance with the instructions identified on the cover page and as provided within this Part B - Instructions to Proponents.

2.0 Conduct of RFP - Inquiries and Clarifications

2.1 The City's Chief Purchasing Official will have conduct of this RFP, and all communications are to be directed only to the contact person named on the cover page.

2.2 It is the responsibility of the Proponent to thoroughly examine these documents and satisfy itself as to the full requirements of this RFP. Inquiries are to be in written form only, e-mailed to purchasing@vancouver.ca to the attention of the contact person shown on the cover page before the applicable deadline date. If required, an addendum will be issued to all registered Proponents and posted on the City's website as noted in item 1.3 above.

3.0 Contract Requirements - Form of Agreement

3.1 The term of contract will be for a two-year period with the option to renew for three (3) additional one-year periods to a maximum total term of five (5) years. The option to extend the contract will be at the sole and absolute discretion of the VPD, and will be subject to further written agreement between the successful Proponent and the VPD.

REQUEST FOR PROPOSALS NO. PS20110596
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

PART B - INSTRUCTIONS TO PROPONENTS

- 3.2 Where the head office of the successful Proponent is located within the City of Vancouver and/or where the successful Proponent is required to provide any Services at a site located within the City of Vancouver, the successful Proponent is required to have a valid City of Vancouver business license prior to execution of the Form of Agreement.
- 3.3 The successful Proponent will be requested to enter into the Form of Agreement substantially in accordance with Appendix 2. Where the Proponent is proposing modifications to the Form of Agreement, the Proponent shall attach a copy of the proposed contract language and indicate in the Proposal Form (Schedule D - Deviations and Variations) which clauses in the attached Form of Agreement and which clauses in the Proponent's form of contract apply to the Proponent's Proposal.
- 3.4 If any of the terms set out in the Form of Agreement are unacceptable to the Proponent, the Proponent shall identify such terms and provide suggested alternatives in its Proposal. While the VPD is not obligated to accept any alternative, all suggested alternatives will be considered during the evaluation process, but may or may not be acceptable to the City or the VPD.

4.0 Pricing

- 4.1 Proponents are to offer firm pricing for the first two (2) years of the contract along with suggested contract language describing how prices would be adjusted in the additional three (3) one-year extensions.
- 4.2 Prices quoted shall be exclusive of taxes (HST), and shall include all pick up and delivery charges to and from the delivery locations of the VPD.
- 4.3 Prices shall be quoted in Canadian currency.
- 4.4 Pricing for the three one-year extensions shall be agreed upon by the successful Proponent and the VPD prior to execution of the Form of Agreement.

5.0 Consortium Proposals

- 5.1 The VPD welcomes proposals from two or more persons or companies having no formal corporate links who wish to form a joint venture or consortium solely for the purpose of submitting a proposal in response to this RFP, provided they disclose the names of all members of the joint venture or consortium and all members sign the Proposal Form.
- 5.2 One person or company is to be identified as the Key Contact Person on the Proposal Form (Part D), and be prepared to represent the consortium to the VPD. The Key Contact Person will serve as the primary contact and will take overall responsibility for all communications with the City during the Proposal submission, evaluation, and any negotiation process.
- 5.3 Consortium Proposals should include proposed contract language describing each consortium members' roles and responsibilities and the proposed legal contract structure.

6.0 Submission of Proposal

- 6.1 Proponents are to submit their Proposal in sealed envelopes or packages with Schedule 'C' - Pricing submitted in a separate envelope within each set.

**REQUEST FOR PROPOSALS NO. PS20110596
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT**

PART B - INSTRUCTIONS TO PROPONENTS

- 6.2 Proponents shall submit five (5) copies of their Proposal, with each section tabbed and including all accompanying schedules, appendices or addenda in a sealed envelope or package marked with the Proponent's name, the RFP title and number, prior to the Closing Time set out on the date and to the location indicated in 6.6 below.. Proponents shall also submit one (1) electronic copy of their Proposal.
- 6.3 Only the English language may be used in responding to this RFP.
- 6.4 Proposals received after the Closing Time or in locations other than the address indicated, may or may not be accepted and may and may not be returned. The City may or may not elect to extend the Closing Time.
- 6.5 Amendments to a Proposal shall be accepted by the City only if received on or before the Closing Date and time, and shall be submitted in writing in a sealed envelope or package, marked with the Proponent's name and the RFP title and number.
- 6.6 Proposals may be withdrawn at any time before or after the Closing Time and are to be withdrawn by written notice, signed by the authorized signatory for the Proponent, and delivered to: City Square, 555 West 12th Avenue, Office 310, East Tower, Vancouver, BC, V5Z 3X7.
- 6.7 All costs associated with the preparation and submission of the Proposal, including any costs incurred by the Proponent after the Closing Time, will be borne solely by the Proponent.

7.0 Form of Proposal

- 7.1 Unnecessarily elaborate Proposals, beyond that sufficient to present a complete and effective response, are not required and unless specifically requested, the inclusion of corporate brochures and narratives is discouraged.
- 7.2 Proponents are to complete all forms included in this RFP attaching any additional appendices that may be required. Proposals are to be arranged as follows:

Title Page: The title page will show the RFP title and number, Closing Time and Date, Proponent name, address, telephone number and the name and title of the Proponent's contact person.

Table of Contents: Key proposal categories referencing the respective page numbers.

Executive Summary: A short summary of the key features of the Proposal demonstrating the Proponent's understanding of the scope of the Requirements.

Proposal Form: The Proponent is to complete the Proposal Form and attached Attachment A included in this RFP in accordance with the instructions.

Schedules: The Proponent is to complete and provide the information within the respective schedules included in this RFP. If additional space is required to respond to the requirements as outlined, then additional pages can be attached. Schedule 'C'

REQUEST FOR PROPOSALS NO. PS20110596
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

PART B - INSTRUCTIONS TO PROPONENTS

Pricing is to be enclosed in a separate sealed envelope with each Proposal set.

Alternate Solutions: PropONENTS may submit alternative solutions to the requirements as appendices, clearly identified, within their Proposal.

8.0 Bid and Performance Security

- 8.1 No Bid Security is required, since no irrevocable legally binding offer is required in this RFP.
- 8.2 The Proponent will include with its Proposal a letter from its bank, confirming that the Proponent has sufficient credit-worthiness to obtain from a Canadian Chartered bank, an irrevocable, perpetual, demand letter of credit in the amount of no less than seventy-five thousand dollars (\$75,000.00) as required by the Form of Agreement.

9.0 Conflict of Interest/Solicitation

- 9.1 Proponents are to ensure that any and all conflicts or potential conflicts and any and all collusion, or appearance of collusion is fully and properly disclosed in Section 6.0 of Attachment A of the Proposal Form.
- 9.2 Failure to disclose this information may result in the rejection of the Proposal, the associated entity's Proposal, and/or the immediate cancellation of any Form of Agreement should one be concluded in reliance on the information contained in the submitted Proposal.
- 9.3 If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation offering a personal benefit of any kind, directly or indirectly, to any officer, employee, agent of the VPD, or elected official of the City with respect to the Proposal, whether before or after the submission of the Proposal, the City will automatically disqualify such Proponent.

10.0 Opening of Proposals

- 10.1 The City reserves the right to open all Proposals in a manner and at the time and place determined by the City or the VPD.

11.0 Evaluation of Proposals

- 11.1 Proposals will be evaluated by representatives of the City and the VPD on the basis of the overall best value based on quality, service, sustainability, price, total cost of ownership and any other relevant criteria as determined by the VPD in its sole and absolute discretion. Relevant criteria include, but are not limited to:
 - a) The Proponent's ability to meet Part C - Special Conditions 2.0 Evaluation Criteria;
 - b) the Proponent's ability to meet the Requirements;
 - c) the Proponent's ability to deliver the Requirements when and where required;
 - d) financial offer including but not limited to prices, volume discounts, and proposed prices for the optional third, fourth, and fifth years of the Agreement;
 - e) operating and maintenance costs, warranty, and any life cycle considerations;

REQUEST FOR PROPOSALS NO. PS20110596
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

PART B - INSTRUCTIONS TO PROPONENTS

- d) the Proponent's business and technical reputation and capabilities; experience and where applicable, the experience of its personnel; financial stability; track record with the City or the VPD; and references of current and former customers;
 - e) equipment quality, configuration, age and condition;
 - f) environmental responsibility demonstrated by the Proponent;
 - g) quality of Proposal submitted;
 - h) the Proponent's ability to meet and maintain adherence to VPD's security policy;
 - i) the Proponent's ability to deliver timely and relevant management reporting to VPD; and
 - j) any other criteria set out in the RFP or otherwise reasonably considered relevant.
- 11.2 The City reserves the right to retain complete control over the RFP process at all times until the execution and delivery of the Form of Agreement. Accordingly, neither the City nor the VPD is not legally obligated to review, consider or evaluate the Proposals and need not necessarily review, consider or evaluate the Proposals in accordance with the procedures set out in this RFP. The City and the VPD reserve the right to continue, interrupt, cease or modify its review, evaluation and negotiation process on any or all Proposals at any time without further explanation or notification to any of the Proponents subject only to the express legal terms and conditions which bind the City and the VPD.
- 11.3 The City or the VPD may, at any time prior to signing a contract, discuss or negotiate changes to the scope of the RFP Requirements with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.
- 11.4 The City or the VPD may elect to short list Proponents in stages as deemed necessary. Short-listed Proponents may be asked to provide additional information or details for clarification, which may include the Proponent (and any or all sub-contractors of the Proponent) attending interviews, making a presentation, supplying samples, performing demonstrations, furnishing additional technical data and/or proposing amendments to the Form of Agreement. The City or the VPD will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate all or any one set of negotiations with the short-listed Proponents.
- 11.5 Samples of items, when required, should be submitted within the time specified and must be supplied at no expense to the City or the VPD. If not destroyed in testing, they will be returned at the Proponent's request and expense.
- 11.6 Prior to approval of a Proposal, the VPD must be satisfied as to the Proponent's financial stability and the security clearances (refer to Appendix 9) of its personnel. The Proponent may be asked to provide (a) security/background information on all personnel and (b) annual financial reports or a set of financial statements prepared by an accountant and covering the Proponent's last two (2) fiscal years.
- 11.7 The VPD may request that any or all sub-contractors of the Proponent undergo the same evaluation process.
- 11.8 Preference may be given to Proposals offering sustainable and environmentally beneficial products or services.

REQUEST FOR PROPOSALS NO. PS20110596
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

PART B - INSTRUCTIONS TO PROPONENTS

12.0 Deviation from Requirements or Conditions

- 12.1 Any deviation from the Requirements or the conditions specified in this RFP should be clearly stated in the Proponent's Proposal within Schedule C - Deviations and Variations. The VPD will be the sole judge as to what constitutes an acceptable deviation. If no deviations are indicated in the Proponent's Proposal, the VPD will assume that the Proponent is proposing full compliance with the Requirements and conditions of this RFP.

13.0 Proposal Approval

- 13.1 Proposal approval is contingent on funds being approved and the Proposal being approved by the VPD and where applicable Vancouver City Council. Only then may the successful Proponent and the VPD proceed to settle, draft and sign the Form of Agreement.
- 13.2 The City will notify the successful Proponent in writing that its Proposal has been approved in principle and invite the Proponent to proceed with discussions to settle, draft and sign the Form of Agreement.
- 13.3 The VPD is not under any obligation to approve any Proposal and may elect to terminate this RFP at any time.
- 13.4 Notwithstanding any other provision in the RFP documents, the VPD has in its sole discretion, the unfettered right to:
- (a) accept any Proposal;
 - (b) reject any Proposal;
 - (c) reject all Proposals;
 - (d) accept a Proposal which is not the lowest cost or price;
 - (e) accept a Proposal that deviates from the Requirements or the conditions specified in this RFP;
 - (f) reject a Proposal even if it is the only Proposal received by the City;
 - (g) accept all or any part of a Proposal; and
 - (h) split the Requirements between one or more Proponents.

14.0 Quantities

- 14.1 The stated quantities are best estimates of the VPD's requirements and should not be relied on. Actual quantities may vary.

15.0 Brand Names - Not applicable and intentionally omitted

16.0 Alternates and/or Variations to Requirements

REQUEST FOR PROPOSALS NO. PS20110596
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

PART B - INSTRUCTIONS TO PROPONENTS

- 16.1 Except where otherwise stated, the Requirements described in Schedule A is what is considered necessary to meet the performance requirements of the VPD and Proponents are to submit Proposals in accordance with the Specifications, or if the Proponent cannot meet those Requirements, an alternative which they believe to be the equivalent or exceeds, may be offered.
- 16.2 Proponents shall clearly describe any variances from the Requirements, no matter how slight. The attachment of descriptive literature from which variations may be gleaned will not be considered as a sufficient statement of variations.
- 16.3 If in addition to proposing goods and/or services which meet the Specifications, the Proponent wishes to offer an alternative, the alternative solution is to submitted separately as an appendix within the Proposal.
- 16.4 The City or the VPD will, during the evaluation process determine what constitutes allowable or acceptable variations or alternatives, and an alternative may not be accepted by the City or the VPD.

17.0 Environmental Responsibility

- 17.1 The City is committed to preserving the environment. Proponents are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that the successful Proponent supplies materials, and where such materials may cause adverse effects, the Proponent is to indicate the nature of the hazard in its Proposal.
- 17.2 The Proponent is to advise the VPD of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse conditions on the environment.
- 17.3 The Proponent shall advise the VPD of any opportunities to phase out less environmentally-preferable goods/services, and any opportunities for innovative solutions.

18.0 Freedom of Information and Protection of Privacy Act

- 18.1 Proponents should note that the City of Vancouver and the Vancouver Police Department are subject to the Freedom of Information and Protection of Privacy Act (British Columbia), which imposes significant obligations on the City's and the VPD's contractors to protect all personal information acquired from the City or the VPD in the course of providing any service to the City or the VPD.

19.0 Confidentiality

- 19.1 Proponents should note that upon submitting their Proposal Form, they will be legally bound to certain confidentiality obligations not to disclose any VPD information without the VPD's prior written consent.
- 19.2 This RFP is the property of the City and the VPD. Except for the purpose of submitting a Proposal, copies may not be made or distributed without the prior written approval of the City's Chief Purchasing Official.

20.0 Advertising

REQUEST FOR PROPOSALS NO. PS20110596
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

PART B - INSTRUCTIONS TO PROPONENTS

- 20.1 The approval of any Proposal and the signing of a Form of Agreement does not permit a Proponent to advertise its relationship with the City or the VPD, without the City's or the VPD's prior written authorization.

21.0 Special Conditions

- 21.1 Proponents should note that if the Special Conditions of Part C of this RFP (if any) conflict with Parts A and B of this RFP, the Special Conditions are intended to govern over Parts A and B.

22.0 Non-resident Withholding Tax

- 22.1 Proponents should note that the Income Tax Act (Canada) requires that payments to non-residents for any services performed in Canada are subject to a Non-resident Withholding Tax of a specified percentage (depending on residency of the successful Proponent). Exemption from this withholding tax is available in some circumstances, but the non-resident must apply directly to the Canada Revenue Agency (CRA) at least 30 days before commencing the effective date of the Form of Agreement.

23.0 Legal Terms and Conditions

- 23.1 No part of Part A - Introduction, this Part B - Instructions to Proponents nor Part C - Special Conditions, will be legally binding on the City, the VPD, or the Proponent. All legal terms and conditions of the process contemplated by this RFP are contained in the Proposal Form (Part D), including without limitation, Attachment A to the Proposal Form.

REQUEST FOR PROPOSAL NO. PS03015
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE
DEPARTMENT

PART C –SPECIAL CONDITIONS

1.0 Performance Security - Letter of Credit

- 1.1 The Proponent shall review the Form of Agreement requirements for the Letter of Credit and satisfy themselves that they can comply.

2.0 Evaluation Criteria

- 2.1 The following Proposal evaluation criteria listed below, which are not listed in any order of importance, include but are not limited to:
- 2.1.1 Price;
 - 2.1.2 Capacity & Capability, including qualifications of key personnel assigned to the contract, Proponent's detailed methodology for delivering the Requirements, and Proponent's proposed transition and implementation plan;
 - 2.1.3 Sustainability considerations;
 - 2.1.4 Centralized Drop-off, Pick-up, and Delivery services;
 - 2.1.5 Central Store-front location(s) and accessibility;
 - 2.1.6 Processing methods used;
 - 2.1.7 Information management;
 - 2.1.8 Management Report Capability;
 - 2.1.9 General Communication with the VPD;
 - 2.1.10 Order Processing;
 - 2.1.11 Billing / Invoice Processing;
 - 2.1.12 Security (minimum basic criminal records check);
 - 2.1.13 Customer Service history with the City and/or any of its Boards; and
 - 2.1.14 Business' future growth and development plans/Business Continuity Plan.

3.0 Pricing

- 3.1 Pricing shall be submitted in a separate envelope/package.
- 3.2 Prices shall be quoted in Canadian currency.
- 3.3 Prices quoted are to be exclusive of HST but inclusive of all other costs including, without limitation, freight, fuel, fuel surcharge, unloading at destination, import duties, taxes (other than HST), brokerage fees, royalties, handling, overhead, and profit.
- 3.4 Proponents are to complete all fields for all items on Schedule B - Pricing. For items that it does not or cannot supply, the respective field is to be completed as "N/Q" (not quoting). The successful Proponent shall be able to complete all fields for all items. Proponents completing any fields as "N/Q" may not be the successful Proponent.
- 3.5 The VPD requires that the pricing offered on all items, except where specifically identified within the contract, will remain firm for the first two-year period. Pricing on the third, fourth, and fifth optional extension years of the contract may be adjusted by mutual agreement between the successful Proponent and the VPD, and shall be determined prior to execution of the Form of Agreement. Any proposed price adjustments in the third and fourth optional extension years shall be provided in writing to the VPD at least 60 days prior to the contract anniversary date, for the VPD's approval.
- 3.6 Pursuant to the above clause 3.5, if the successful Proponent's price is reduced, or if the successful Proponent offers lower prices to the market than the contracted price due to manufacturers' offers or other promotions etc., the VPD shall be entitled to receive such price reductions accordingly.

REQUEST FOR PROPOSAL NO. PS03015
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE
DEPARTMENT

PART C –SPECIAL CONDITIONS

4.0 Security Policy

- 4.1 In compliance with the VPD Security Policy, the successful Proponent, its employees or sub-contractors will be subject to security and background screening (refer to Appendix 9).

5.0 Security - VPD Buildings

- 5.1 Security in VPD buildings is of paramount importance. The successful Proponent may have access only to the pick up and delivery areas of the buildings at 2120 Cambie Street and 3585 Gravelley Street or any other building belonging to and permitted by the VPD.
- 5.2 Submission of a Proposal by a Proponent constitutes its acknowledgement of the VPD's enhanced security clearance process (refer to Appendix 9) and its consent to such investigation, as set out in Attachment A - Legal Terms and Conditions to the Proposal Form.

6.0 Security - Inspection of Premises

In order to ensure the security of uniform items, the VPD may, in accordance with the VPD Security Policy, inspect the successful Proponent's premise(s) used for the cleaning, servicing, and/or storage of uniforms.

7.0 Contract Management Requirements

- 7.1 The successful Proponent will exercise competent supervision of the delivery of the Requirements at all times through a single point-of-contact who must be:
- a) fully knowledgeable of the VPD's schedules and service requirements;
 - b) fully accessible at all times; and
 - c) authorized to receive any communication from the VPD, relating to the Requirements, on behalf of the successful Proponent.
- 7.2 The VPD's representatives shall have the right to determine the acceptability of the quality of services provided under the contract and the timing or scheduling of the product delivery or service.
- 7.3 The successful Proponent's overall performance and the quality of its delivery of the Requirements will be determined by the VPD. Performance will be judged on such criteria as service dependability, workmanship, turn-around time, issues resolution, uniform security, and any other criteria that the VPD judges in its sole and absolute discretion to be key performance indicators.

REQUEST FOR PROPOSAL NO. PS03015
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

PART D -PROPOSAL FORM

Proponent's Legal Name: _____
"Proponent"

Legal Address: _____

Telephone: _____ Fax: _____

Key Contact Person: _____

E-mail: _____ Incorporation Date: _____

HST number: _____ City of Vancouver Business License number: _____

WorkSafeBC Account number: _____ Dunn and Bradstreet number: _____

Attach additional pages immediately behind this page for sub-contractors, if applicable.

To the Vancouver Police Department,

The Proponent, having carefully examined and read the RFP, including the Form of Agreement and its Schedules, now submits the following Proposal:

1.0 Required Documents

If the documents listed below do not accompany the Proposal at the time of opening, the Proposal may be given no further consideration.

Description	Required	Received
Letter from Proponent's Financial Institution for Letter of Credit	Yes	
Appendix 3 Vancouver Police Department Certificate of Existing Insurance form	Yes	
Appendix 6 Declaration of Supplier Code of Conduct Compliance	Yes	
Appendix 10 Vendor Sustainability Leadership Questionnaire	Yes	

To be Initialled at Proposal Opening:

City of Vancouver - Supply Management designate

Witness - City of Vancouver - City Clerk

REQUEST FOR PROPOSAL NO. PS03015
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

PART D -PROPOSAL FORM

2.0 Compliance

The Proponent shall initial each item in the table below.

By initialling each item, the Proponent acknowledges it has read and understands the Requirements, has submitted the required addenda, has identified deviations or alternatives, and has provided an explanation of where it does not comply with the Requirements. **If additional space is required, the Proponent shall describe deviations and/or suggested amendments in Schedule C - Deviations and Variations.**

Section Title	Understand, Will Comply	Does Not Comply	Variations, Alternatives or Explanation for Non-Compliance
<u>Part B</u> Instructions to Proponents			
<u>Part C</u> Special Conditions			
<u>Part D</u> Proposal Form			
<u>Proposal Form - Attachment A</u> Legal Terms and Conditions			
<u>Form of Agreement,</u> <u>Appendix 2</u>			

3.0 Required Proposal Documents

The Proponent shall initial each item in the table below.

By initialling each item, the Proponent confirms it has completed and enclosed the Proposal Form and the required Schedules and any required addenda, and has identified any deviations or items of non-compliance providing an explanation of where it does not comply.

Section Title	Submitted	Variations, Alternatives or Explanation for Non-Compliance
<u>The Proposal Form</u>		
<u>Proposal Form,</u> <u>Attachment A, Legal</u> <u>Terms and Conditions</u>		

REQUEST FOR PROPOSAL NO. PS03015
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

PART D -PROPOSAL FORM

Section Title	Submitted	Variations, Alternatives or Explanation for Non-Compliance
<u>The Proposal Form</u>		
<u>Schedule A</u> Requirements and Product Specifications (Appendix 1)		
<u>Schedule B</u> Pricing		
<u>Schedule C</u> Deviations and Variations		
<u>Schedule D</u> Sub-Contractors		

4.0 Proponent's Declaration and Acknowledgement

- 4.1 The undersigned Proponent confirms that it has read and agreed to the Legal Terms and Conditions attached as Attachment A and agrees to be bound by the same.

IN WITNESS TO THE ABOVE, the Proponent has executed this Proposal Form and submits same with the attached Schedules:

Authorized Signatory for the Proponent

Date

Name and Title (*please print*)

REQUEST FOR PROPOSAL NO. PS03015
THE SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

PROPOSAL FORM - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

1.0 LEGAL TERMS AND CONDITIONS OF PROPOSAL PROCESS:

1.1 Application of These Terms and Conditions

These legal terms and conditions set out the City's, the VPD's and Proponent's/Sub-Contractors' legal rights and obligations only with respect to this RFP and Proposal process. In no event will the legal terms and conditions of this Attachment A apply to the contract formed between the VPD and the successful Proponent following the signing of the Form of Agreement (if any).

1.2 Definitions

In this Attachment A, the following terms have the following meanings:

- (a) "VPD" means the Vancouver Police Department, or the Vancouver Police Board, a statutory board constituted pursuant to the Police Act, and where applicable, includes its authorized agent, the City of Vancouver, a municipal corporation constituted pursuant to the *Vancouver Charter*, as represented by the Vancouver Police Department.
- (b) "Proposal" means the package of documents, consisting of this Proposal Form as well as all Schedules, once completed and submitted to the VPD by the Proponent, and "Proposal" means any Proposal submitted by any other proponent, excluding or including the Proponent, depending on the context.
- (c) "Proponent" means the legal entity(ies) who has (have) signed and delivered this Proposal Form, and "proponent" means any proponent responding to the Instructions to Proponents, excluding or including the Proponent, depending on the context.
- (d) "Losses" means in respect of any matter all
 - (i) direct or indirect, as well as
 - (ii) 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).
- (e) "RFP" means the documents issued by the City as Request for Proposal No. PS20110596, including all addenda.
- (f) "Sub-Contractors" includes any or all third parties listed in Schedule E of this Proposal Form.

All other terms (capitalized or not) have the meanings given to them in the Form of Agreement attached as Appendix 2 to this RFP.

2.0 GENERAL TERMS AND CONDITIONS OF RFP/PROPOSAL PROCESS

REQUEST FOR PROPOSAL NO. PS03015
THE SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

PROPOSAL FORM - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

2.1 No Legal Obligation Assumed by the City or the VPD

Despite any other term of this Proposal Form (except only (where applicable) Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Proponent's Submission Confidential*, and Section 5.5 - *Declaration of Confidentiality*, neither the City nor the VPD assumes any legal duty or obligation in respect of this RFP or a Proposal unless and until the VPD enters into a Form of Agreement). This RFP and Proposal process is at all times contingent on funds being approved by the VPD (and, where applicable, Vancouver City Council) and a Form of Agreement being signed by the VPD.

2.2 Legal Rights and Obligations Suspended

Despite any other term of this Proposal Form (except only (where applicable) Section 5.2 - *Proponent's Submission Confidential*, and Section 5.5 - *Declaration of Confidentiality*, the VPD and Proponent agree that all of their respective rights and obligations at law and in equity, in contract and in tort, in all matters relating to the RFP and this Proposal will be absolutely and unconditionally subject to Section 4.0 - *Protection of the City and the VPD Against Lawsuits*, and the following:

(a) No Duty

The VPD has no legally enforceable duty or obligation to the Proponent unless and until the VPD signs a Form of Agreement.

(b) Proponent's Risk

The Proponent acknowledges that the VPD is a public body required by law to act in the public interest. Accordingly, in no event does the VPD owe to the Proponent (as opposed to the public):

- (i) a contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP or Proposal process; or
- (ii) any contract or tort law duty to preserve the integrity of the RFP or Proposal process,

and the Proponent now waives and releases both the City and the VPD from all such duties and expressly assumes the risk of all Losses arising from participating in the RFP and Proposal process on this basis.

(c) Proponent's Cost

The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP and Proposal process.

3.0 EVALUATION OF PROPOSALS

3.1 Compliance/Non-Compliance

Any Proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or

REQUEST FOR PROPOSAL NO. PS03015
THE SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

PROPOSAL FORM - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

expectations of the RFP, does not meet specified mandatory requirements, or which otherwise fails to conform to the RFP may be rejected by the VPD at the VPD's sole and absolute discretion.

3.2 Reservation of Complete Control over the RFP Process

The City reserves the right to retain complete control over the RFP process at all times until the execution and delivery of the Form of Agreement. Accordingly, neither the City nor the VPD is legally obligated to review, consider or evaluate the Proposals and need not necessarily review, consider or evaluate the Proposals in accordance with the procedures set out in this RFP. The City and the VPD reserve the right to continue, interrupt, cease or modify the review, evaluation and negotiation process on any or all Proposals at any time without further explanation or notification to any of the Proponents subject only to the express legal terms and conditions which bind the City and the VPD, as set out in Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Proponent's Submission Confidential*, and Section 5.5 - *Declaration of Confidentiality*.

3.3 Discussions/Negotiations

The VPD may, at any time prior to signing a contract, discuss or negotiate changes to the scope of the RFP Requirements with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations, and, without limiting the general scope of Section 4.0 - *Protection of the City and the VPD Against Lawsuits*, and by way of example only, neither the City nor the VPD will have any liability to the Proponent as a result of such discussions, negotiations or changes.

4.0 PROTECTION OF THE CITY AND THE VPD AGAINST LAWSUITS

4.1 Release

Except only and to the extent that the City or the VPD is in breach of Section 5.2 - *Proponent's Submission Confidential*, or Section 5.5 - *Declaration of Confidentiality*, the Proponent now releases the City and the VPD from all liability for any Losses in respect of:

- (a) any alleged (or judicially imposed) breach by the City or the VPD of the RFP (it being acknowledged and agreed that to the best of the parties' knowledge, neither the City nor the VPD has any obligation or duty under the RFP or Proposal which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the City occurring in the course of conducting this RFP and Proposal process;
- (c) the Proponent preparing and submitting its Proposal;
- (d) the VPD accepting or rejecting its Proposal or any other submission;
- (e) the manner in which the VPD:
 - (i) reviews, considers, evaluates or negotiates any Proposal,
 - (ii) deals with or fails to deal with any Proposal or Proposals, or

REQUEST FOR PROPOSAL NO. PS03015
THE SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

PROPOSAL FORM - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

(iii) decides to enter into a Form of Agreement or not enter into any Form of Agreement;

(f) the Proponent(s), if any, with whom the VPD enters into a Form of Agreement.

4.2 Indemnity

Except only and to the extent that the City or the VPD breaches Section - 5.2 - *Proponent's Submission Confidential* or Section 5.5 - *Declaration of Confidentiality*, the Proponent now indemnifies and will protect and save the City and the VPD harmless from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its Sub-Contractors or agents alleging or pleading:

- (a) any alleged (or judicially imposed) breach by the City or the VPD or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, neither the City nor the VPD has any obligation or duty under the RFP or Proposal 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 the VPD or its officials or employees occurring in the course of conducting this RFP or Proposal process; or
- (c) liability on any other basis related to this RFP or the Proposal process.

4.3 Limitation

In the event that, with respect to anything relating to this RFP or Proposal process (except only and to the extent that the VPD breaches Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Proponent's Submission Confidential*, or Section 5.5 - *Declaration of Confidentiality*), the City or the VPD or its officials, officers, agents or employees are found to have breached any duty or obligation of any kind to the Proponent or its Sub-Contractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its Sub-Contractors or agents on any basis or legal principle of any kind, the City and the VPD's combined liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

4.4 Dispute Resolution

Any dispute relating in any manner to this RFP or the Proposal process (except only and to the extent that the City or the VPD breaches Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Proponent's Submission Confidential*, or Section 5.5 - *Declaration of Confidentiality*, and also excepting any disputes arising between the City or the VPD and any Proponent with whom the VPD has entered into a Form of Agreement), 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) This Section 4.0 - *Protection of the City and the VPD from Lawsuits* will:
 - (i) bind the City and the VPD, Proponent and the arbitrator; and
 - (ii) survive any and all awards made by the arbitrator.
- (c) The Proponent will bear all costs of the arbitration.

REQUEST FOR PROPOSAL NO. PS03015
THE SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

PROPOSAL FORM - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

5.0 ACCESS/OWNERSHIP OF PROPOSAL INFORMATION

5.1 Proposal Documents Remain/Proposal Becomes - City's Property

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

5.2 Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the VPD's full right to publicly disclose any and all aspects of the Proposal in the course of publicly reporting to the Vancouver Police Department and (where applicable) Vancouver City Council on the Proposal results or announcing the results of the Proposals to the Proponent(s), the City and the VPD will treat all material and information expressly submitted by the Proponent (and the City's and the VPD's evaluation of it) in confidence in substantially the same manner as it treats its own confidential material and information.

The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City and/or the VPD in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or the VPD for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

5.3 All Owner Data/Information is Confidential

The Proponent will not divulge or disclose to any third parties any information concerning the affairs of the City or the VPD which may be communicated to the Proponent at any time (whether before or after the closing date and time of this RFP process). Recognizing the need for confidentiality of the City's and the VPD's data, files and other confidential information, the Proponent will not use, exploit or divulge or disclose to third parties any confidential or proprietary information of the City and the VPD of which the Proponent may gain knowledge in connection with or in the course of discussions or negotiations with the City or the VPD.

All material and information that has or will come into the Proponent's possession or knowledge in connection with this Proposal process is confidential and may not be disclosed or utilized in any way except in accordance with the Instructions to Proponents and this Proposal Form.

5.4 Disclosure Requires Prior Consent

The Proponent may not divulge any information respecting the RFP process to any third party without the prior written consent of the City, which consent may be arbitrarily withheld unless it is information which the City has already made public or has been required to disclose pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia).

REQUEST FOR PROPOSAL NO. PS03015
THE SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

PROPOSAL FORM - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

5.5 Declaration of Confidentiality

The Proponent now declares and agrees that, except for the information disclosed by the VPD in the course of publicly reporting to the Vancouver Police Department and (where applicable) to the Vancouver City Council or any public proposal opening:

- (a) the information supplied by the Proponent in response to the RFP is expressly provided in strict confidence;
- (b) any records made of the evaluation of this Proposal and all other submissions will be the property of, and private to, the City and the VPD and will not be disclosed to the Proponent nor anyone else;
- (c) the disclosure of the information in items (a) and (b) above to anyone outside of the City's or the VPD's staff would reveal the Proponent's trade secrets or proprietary commercial information concerning its private business affairs; and
- (d) the disclosure of the information in items (a) and (b) above, could reasonably be expected to harm the Proponent's competitive position, harm the City's or the VPD's ability to engage in competitive procurement of goods and services, and result in undue financial loss to the Proponent and/or the City and the VPD.

6.0 DECLARATION - NO CONFLICT OF INTEREST / NO COLLUSION

6.1 Declaration as to Conflict of Interest

The Proponent now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Proponent's or Sub-successful Proponent's organizations (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:

- (a) an elected official of the City, appointed official of the VPD, or employee of the VPD; or
- (b) related to or has any business or family relationship with any elected official of the City, appointed official of the VPD, or employee of the VPD, such that there would be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of this Proposal by the VPD, except as set out below:

[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any or all relationships which might give rise to a conflict of interest or an appearance of a conflict of interest].

6.2 Declaration as to Collusion

The Proponent now confirms and warrants that:

- (a) the Proponent has no affiliation, whether legal or financial, with any other entity which is in the business of providing the same type of goods or services which are the subject of this RFP; and

REQUEST FOR PROPOSAL NO. PS03015
THE SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

PROPOSAL FORM - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

- (b) the Proponent is not competing within this RFP process with any entity which it is legally or financially associated or affiliated, except as set out below:

[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any and all affiliations or relationships which might give rise to collusion or an appearance of collusion].

7.0 SURVIVAL/LEGAL EFFECT OF PROPOSAL CONTRACT

All of the terms of this Attachment A to this Proposal Form which by their nature require performance or fulfilment following the conclusion of the Proposal process will survive such issuance and will remain legally enforceable by and against the Proponent and VPD.

As evidence of the Proponent's intent to be legally bound by this Attachment A, the Proponent has executed and delivered this Attachment A as an integral part of this Proposal Form in the manner and space set out above.

8.0 CONSENT TO SECURITY/BACKGROUND SCREENING

The Proponent now agrees and consents to the VPD performing any and all background and security inquiries as it deems necessary or appropriate on the Proponent, its Sub-Contractors and their respective employees and agents, and the Proponent now warrants that it has obtained the necessary consents to same from its personnel and its Sub-Contractors and Sub-Contractors' personnel.

9.0 NO LOBBY STATUS

The Proponent now confirms that neither it nor any officers, directors, shareholders, partners, or employees of the Proponent or any of its proposed Sub-Contractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America, except as set out below:

[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any or all lobbyist registrations of the type described above.]

REQUEST FOR PROPOSAL NO. PS03015
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

SCHEDULE A - REQUIREMENTS

This Schedule A - Requirements identifies the Requirements to which the VPD is seeking a solution or a response. Proponents shall, at minimum, address the respective requirements shown below in italics. Proponents may submit their solution or response on a separate sheet, maintaining the same numbering sequence shown below.

1.0 Mandatory Service Requirements

There are no mandatory service requirements for this RFP, however Proponents shall ensure that they meet the mandatory pre-submittal and pre-contractual requirements outlined within Sections 2.0 and 3.0 of Part A - Introduction.

2.0 General Requirements

The Proponent shall address the following key requirements in its Proposal:

2.1 General Service Requirement

- (a) The VPD seeks a Proponent with the ability to provide a three (3)-day “turn-around” service capability from the time of picking up the garments until garments are dropped off/delivered to the VPD’s laundry room.

The Proponent is requested to explain its ability to meet the above service requirement and provide specific details for each of the three (3) locations.

- (b) The successful Proponent shall launder or dry clean, alter, repair, hem, apply flashes or crested buttons as required. Flashes, crests and crested buttons will be provided by the VPD. In-house alterations and in-house repairs, is preferred. High-quality and durability of alterations and repairs are preferred.

The Proponent is requested to explain its ability to meet this service requirement.

- (c) The successful Proponent may be required to launder the bedding used in the member’s sleeping quarters located at 2120 Cambie Street and 3858 Graveley Street. Bedding will be dropped off at the designated laundry rooms for pick up, cleaned and returned to the same designated laundry rooms, for retrieval by VPD members.

The Proponent is requested to explain its ability to meet this service requirement.

In additional, the Proponent may address any additional issues it feels may concern its ability to meet the requirements, or the Proponent may propose alternate solutions to meet the requirements. The Proponent shall understand, however, that its alternate solution may not be accepted by the City or the VPD.

- (d) The successful Proponent 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, and excluding flashes, crests and crested buttons.

REQUEST FOR PROPOSAL NO. PS03015
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

SCHEDULE A - REQUIREMENTS

The Proponent is to confirm its understanding of this arrangement or provide details in its proposal of any normal practices, and offer its best solution that will provide best value to the VPD. Any additional costs are to be included in Schedule 'B' Pricing.

2.2 Capacity and Capability

- (a) To avoid service disruptions, the VPD requires assurance that the successful Proponent has sufficient capacity to meet the VPD's volume requirements for dry cleaning, laundry, alterations, repairs, and specialized services, in-house, with a three-day turn-around time. **This is a mandatory requirement.**
- (b) Furthermore, to avoid service disruptions, the VPD requires assurance that the successful Proponent has the capability to manage emergency situations where spikes in demand for dry cleaning, laundry, alterations, repairs, and specialized services may be required, with very little or short notice. **This is a mandatory requirement.**

The Proponent shall describe, and demonstrate its understanding of the importance of no service interruptions, and shall describe how it will manage emergency situations to avoid service disruptions. Examples of relevant past performance must be provided in the Proposal.

2.3 Sustainability

- 2.3.1 The City is committed to preserving the environment. Proponents should provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Proponent supplies materials, and where such materials may cause adverse effects, the Proponent is to indicate the nature of the hazard in its Proposal. The Proponent is to advise the VPD of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse conditions on the environment.
- 2.3.2 The successful Proponent shall offer cost-effective methods and cleaning agents that are environmentally preferable, to minimize impacts to the environment and minimize potential allergic reactions to the users of the uniforms and bedding.
- 2.3.3 The successful Proponent shall be able to offer solutions that minimize packaging waste (e.g. reusable bags for dry-cleaned and laundered items).
- 2.3.4 The successful Proponent shall transport and deliver dry-cleaned and laundered items in such a manner to minimize environmental impacts (e.g. emissions).

The Proponent shall complete the table below, to demonstrate its initiatives in the area of Sustainability.

Sustainability Initiative	Description	Details	Response
a. Packaging Reduction	The VPD aims to reduce the packaging associated with acquiring	Describe your proposed measures to reduce product packaging such as recyclability, percentage of recycled content, return/collections programs and/or re-use. Examples include	

REQUEST FOR PROPOSAL NO. PS03015
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

SCHEDULE A - REQUIREMENTS

Sustainability Initiative	Description	Details	Response
	various products. More and more suppliers are adopting innovative programs to reduce packaging.	providing products in reusable packaging such as plastic totes, reducing unnecessary packaging such as shrink wrap or offering packaging that is made from recycled material.	
b. Greenhouse Gas/Carbon Reduction	The VPD aims to reduce its greenhouse gas/carbon emissions, where possible as part of its Climate Protection Program.	Describe how the design and use of your product or service takes into account strategies to reduce its carbon footprint. Examples may include offering products with a limited amount of embedded carbon, having a strategy for limiting transportation-related to service provision and/or purchasing carbon credits to offset emissions	
c. Waste Reduction	The VPD aims to reduce waste where possible.	Describe how your firm addresses waste minimization and diversion of waste from the landfill in the design of your product or service and its associated delivery, use and disposal. Examples may include take-back programs you may have for your products at end-of-life or products that are made from recycled materials.	
d. Toxic Reduction	The VPD aims to reduce toxins and hazardous substances in the workplace where possible.	Describe what steps your firm has taken to use 'design for environment' principles to reduce toxic and hazardous substances found in your products. Examples may include products that contain polyvinyl chlorides (PVCs) or volatile organic compounds (VOCs).	
e. Third Party Eco-labeling	The VPD aims to purchase, when possible, products that are eco-certified or eco-labeled by a recognized third party.	Describe and explain third party certification for the products to be supplied, which includes labeling requirements. State the type of testing performed and the standards applicable to support biodegradable products completely breaking down in the landfills.	
f. Socio-economic Sustainability	Socio-economic sustainability is important to the VPD. As	Describe your firm's efforts regarding socio-economic sustainability. Examples may include, but are not limited to, broadening educational and professional development opportunities, supporting	

REQUEST FOR PROPOSAL NO. PS03015
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

SCHEDULE A - REQUIREMENTS

Sustainability Initiative	Description	Details	Response
	such, the VPD aims to do business with suppliers who are striving to advance social and economic well-being in the community.	minority/youth groups, supporting low-threshold job programs for vulnerable people.	

2.4 Cleaning and Delivery Methodologies

The VPD requires the successful Proponent to launder or dry clean uniform, plain clothes (ranging from low-end to high-end quality material), and bedding items using methods recommended by the garment manufacturer or based on its industry and/or personal knowledge and experience of the methods required for the type and colour of the fabric. This will include any special treatments that may be required to maintain the integrity of garments. Damage to garments caused by using incorrect methods shall be the responsibility of the successful Proponent and the VPD will seek full replacement costs.

a) The Proponent shall provide details of its knowledge, experience, expertise or training in the care and handling of fabrics. The Proponent shall also describe its distribution channel(s) and delivery methods. The Proponent may enclose any letters or certificates relating to recognition or achievements in the areas of garment cleaning and care, and environmental sustainability.

The VPD requires the successful Proponent to treat garments contaminated with blood-borne pathogens, hazardous materials, fuel(s), and other contaminants. **This is a mandatory requirement.**

b) The Proponent shall describe and demonstrate its adherence to contamination standards and its procedures for treating items contaminated with:

- i) blood-borne pathogens;*
- ii) hazardous materials; and*
- iii) fuel(s).*

c) The Proponent shall describe and demonstrate its process to prevent cross-contamination across different streams (e.g. contaminated items separated from non-contaminated items).

d) The Proponent shall complete the following table to indicate the processes and chemicals/cleaning agents used in its operations:

Process Name	Name of Chemical/Cleaning Agent(s) used	Advantage(s)	Disadvantage(s)	Percentage of Chemical/Cleaning Agent Used in Proponent's Total Operations

REQUEST FOR PROPOSAL NO. PS03015
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

SCHEDULE A - REQUIREMENTS

				%
				%
				%
				%
				Total = 100%

2.5 Uniform Dry Cleaning and Laundry Process

2.5.1 The VPD uniformed members currently wear dark navy 75% poly/25% wool shirts and pants.

- (a) The Proponent shall provide details on its recommendation for cleaning VPD garments;*
- (b) The Proponent shall recommend the type of finishing for VPD garments;*
- (c) The Proponent shall explain how to handle bleeding of the garment colours into flashes attached to the shirts;*
- (d) The Proponent shall indicate if it can provide a guarantee that finishing of the shirts and pants will not result in "shiny" areas, and if so, provide an explanation of what technique or process it uses to avoid "shiny" areas.*

2.5.2 The VPD also requires cleaning services for other items including but not limited to items made of special materials such as Gore-Tex and Nomex.

- (e) The Proponent shall provide details on its recommendation for cleaning items made with special materials including but not limited to Gore-Tex and Nomex.*

2.5.3 The VPD has plain clothes items requiring cleaning services.

- (f) The Proponent shall recommend the type of cleaning for plain clothes.*

2.5.4 The VPD requires cleaning of items contaminated with bodily fluids.

- (g) The Proponent shall provide details on its recommendation for cleaning items contaminated with bodily fluids.*

2.6 Requirements Specific to VPD's Designated Laundry Rooms

VPD currently receives centralized pickup and delivery services to the following locations:

- a) 2120 Cambie Street;
- b) 3585 Graveley Street; and
- c) 312 Main Street.

REQUEST FOR PROPOSAL NO. PS03015
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

SCHEDULE A - REQUIREMENTS

General Information and guidelines concerning the VPD's designated laundry rooms are as follows:

- Each designated laundry room provides protection for items dropped off for cleaning, and storage for cleaned garments.
- Stationary racking is installed in the laundry room. The racking system facilitates the drop off of soiled garments, and provides storage for the efficient retrieval of cleaned garments.
- Any equipment that the successful Proponent wishes to install in the laundry room in conjunction with the existing racking system shall be at the successful Proponent's expense and shall require prior approval from the VPD's Inspector i/c Facilities. Any equipment being used or installed by the successful Proponent in conjunction with the existing racking system shall not impair the VPD members' ability to drop off or pick up garments in the laundry room on a twenty-four (24) hour a day, seven (7) day a week basis, three hundred sixty five (365) days per year.
- The successful Proponent shall be responsible for any damage to the laundry room, racking and/or any other equipment resulting from the successful Proponent's negligence.
- The successful Proponent shall be responsible for keeping the laundry room in a clean and orderly manner to facilitate the quick and efficient drop off and retrieval of garments by VPD members.
- Upon termination of the contract, and within thirty (30) days after date of termination, the successful Proponent shall return the laundry room to its original, pre-contract condition, and the successful Proponent shall solely bear all costs associated with such reinstatement.

2.6.1 The Proponent shall confirm and demonstrate its ability to provide centralized pick up and delivery services as described above.

2.6.2 The Proponent shall indicate any concerns it may have with the care of the laundry room as outlined above, or offer its best solution that will provide best value to the VPD.

2.6.3 In addition to the above, the Proponent is requested to address and explain its solution to the following transition and implementation issues:

2.6.3.1 If approved by the VPD's Inspector i/c Facilities, what additional equipment (in addition to the existing racking system) does the Proponent plan to install in the laundry room to efficiently provide the pick up and delivery services?

2.6.3.2 The Proponent shall provide its best estimate on when after execution of the Form of Agreement, it expects the laundry room to be available for service per the Requirements.

2.6.3.3 The Proponent shall provide details on any and all costs associated with the installation of the Proponent's equipment, including an explanation

REQUEST FOR PROPOSAL NO. PS03015
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

SCHEDULE A - REQUIREMENTS

of what percentage of the quoted contract price is used to recover those costs and the length of time envisioned to recover those costs. The Proponent may offer its solution to mitigating these costs, and shall include those additional implementation costs within Schedule 'B' Pricing as "other costs".

2.7 Pick up and Delivery Service to VPD's Designated Laundry Rooms

(a) Identification

The Successful Proponent is required to have an identification system that enables quick and easy identification of garments, to facilitate appropriate garment retrieval by VPD members. All VPD members have a personal identification number "PIN" consisting of three to five digits, which may be used as part of an identification system.

The VPD is seeking an accurate and efficient method of identification. The Proponent shall provide details of any proposed identification system, and shall describe in detail how it will ensure that garments are clearly identified and can be retrieved by the correct VPD member.

(b) Pick up and delivery Service

The successful Proponent shall pick up garments from the laundry room, launder, clean, alter, repair, etc., provide any other required services, and deliver garments on racking in a manner that will allow the VPD member to quickly locate and retrieve garments.

Bedding will be dropped off in the laundry room where it can be picked up by the successful Proponent, cleaned, and returned to the laundry room for pickup.

The Proponent shall explain its ability to meet the requirement for drop off and pick up service, or offer an alternative solution, which may or may not be accepted by the City or the VPD. Proponents shall also specify any special requirements of, or cooperation from, the VPD in order for it to meet this service requirement.

2.8 Accessibility to Proponent's Premises

The VPD envisions that the successful Proponent's premises will have at minimum three or four open and available parking spots, at no cost to the VPD, at most times, to facilitate the drop off of garments requiring alteration or repair, as well as to facilitate the drop off of crests, flashes, and crested buttons as necessary, prior to garments being delivered to the appropriate VPD's designated laundry room.

The Proponent is to explain the accessibility of its premises.

2.9 Business Process

2.9.1 Order Processing

The VPD prefers a successful Proponent who has a point of sale software technology, or who can offer a clear and efficient process for placement of orders.

2.9.1.1 The Proponent is to provide details of its ability to provide this technology or process.

REQUEST FOR PROPOSAL NO. PS03015
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

SCHEDULE A - REQUIREMENTS

The successful Proponent shall provide quick and reliable turn around time, and shall be responsive to the different requirements of the VPD.

2.9.1.2 The Proponent shall provide examples to demonstrate that it can meet the VPD's requirement for quick and reliable turn around time, and responsiveness to the VPD's requirements.

2.9.2 Delivery Slips

The VPD requires delivery slips to accompany each item returned to each designated laundry rooms. The delivery slip will identify the owner of the garment, the type of garment (i.e. pants, shirt, jacket, etc.) the service performed (e.g. dry cleaning, laundering, alteration, etc.) the pick up date from the laundry room, and the delivery date to the laundry room (or to the VPD member, as applicable).

Delivery slips for bedding shall show the number and type of items, the service performed and the date the items were picked up and returned to the laundry room.

The delivery slip shall identify the owner of the garment, the type of garment (ie. pants, shirt, jacket, etc.) the service performed, the date the garment was dropped off, and the date the garment was delivered to the laundry room, or picked up by the VPD member (as applicable).

2.9.2.1 The Proponent is to address or provide details of its ability to provide delivery slips as envisioned above, or offer an alternative best practices and lowest-cost solution. Relevant samples of delivery slips shall be included in the Proposal.

2.9.3 Billing / Invoicing

Pricing on invoices shall be accurate and consistent.

Monthly summary invoices shall be provided for:

- a) VPD uniform items ;
- b) Traffic Authority uniform items;
- c) Jail staff uniform items;
- d) Plain clothes (ranging from low-end to high-end quality material);
- e) Repairs or alterations; and
- f) Bedding

The invoice for cleaning of all uniform items shall include a summary of activity with back up documentation (i.e. copies of delivery slips or an itemized report referencing the delivery slips), showing individual transactions listed by the VPD member's name, personal identification number (consisting of three to five digits) or alternate form of identification proposed by the Proponent.

The invoice for cleaning of street clothing shall include a summary of all activity with back up documentation (i.e. copies of delivery slips or an itemized report referencing the delivery slips), showing individual transactions listed by the VPD member's name, personal identification number (consisting of three to five digits) or alternate form of identification proposed by the Proponent.

REQUEST FOR PROPOSAL NO. PS03015
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

SCHEDULE A - REQUIREMENTS

The invoice for repairs or alterations (and other specialised services) of uniform items shall include a summary of all activity with back up documentation (i.e. copies of delivery slips or an itemized report referencing the delivery slips), showing individual transactions listed by the VPD member's name, personal identification number (consisting of three to five digits) or alternate form of identification proposed by the Proponent

The invoice for bedding shall include back up documentation (i.e. copies of delivery slips or an itemized report referencing the delivery slips), showing the number of sheets, blankets, pillow cases, etc.

Invoices for all services are to be sent directly to the Vancouver Police Department at 3585 Graveley Street, Vancouver, BC, V5K 5J5.

2.9.3.1 The VPD requires an efficient means of processing payment for this Service. The Proponent shall describe what system they can provide, and include actual samples with their submission.

Suggested items, but not limited to, are listed for guidance:

- a) Paper*
- b) Email*
- c) Online*

2.9.3.2 The Proponent shall indicate if it is able to provide separate billing for VPD, Traffic Authority, and Jail staff.

2.9.3.3 Any additional costs related to the proposed invoicing solution shall be included in Schedule B-Pricing of this RFP.

2.9.4 Management Reports

The Successful Proponent shall be required to prepare reports for audit purposes showing the number and type of garments being dry cleaned or laundered.

Report details shall include usage and pricing, at both macro and micro levels of detail, to aid the VPD in:

- i) monitoring and measuring compliance with VPD policy and Collective Agreement;
- ii) tracing items, to reduce stale inventory or lost uniform items; and
- iii) evolving towards a vendor-managed process whereby the service provider shall remind VPD members who have not picked up uniforms/items for an extended period.

2.9.4.1 The Proponent shall demonstrate its ability to meet the above requirements, and shall provide examples of what reports it can provide. Therefore, the Proponent's Management Reports shall:

- i) contain a summary as well as detailed breakdowns on items dry cleaned and/or laundered;*
- ii) contain dry cleaning and laundering costs per department, division or branch; and*

REQUEST FOR PROPOSAL NO. PS03015
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

SCHEDULE A - REQUIREMENTS

- iii) *enable the VPD to analyze the details of usage data in both a summary or detailed manner, according to the following:*
 - i. *total number of items cleaned by period (year, month, quarter, day, etc.), with corresponding costs;*
 - ii. *total number of items cleaned by member, by period, with corresponding costs;*
 - iii. *total number of items cleaned by location by period, with corresponding costs; and*
 - iv. *other relevant metrics.*

2.10 Quality Assurance

From time to time issues may arise regarding garments lost or damaged during the cleaning process.

2.10.1 The Proponent shall provide details of, or include in the Proposal, the Proponent's quality assurance procedure, as well as any escalation procedure.

2.10.2 The Proponent shall describe the steps or process that would be taken if a garment at any time in the Proponent's care becomes lost or damaged.

2.10.3 The Proponent shall describe its escalation procedure for ensuring effective resolution of disputes.

2.11 Other Items

Despite the Requirements outlined within this document, there may be other issues or aspects that the Proponent may feel that the City has not identified that should be considered.

Please describe any other issues or aspects not covered in this document which you feel would be of value in the provision of the Requirements.

2.12 Value Added Services

In Schedule B, the Proponent may offer or describe any value added services it can supply as part of the Requirements.

Proponents shall describe any value added services that the Proponent can supply as part of the Requirements. Unless otherwise stated, it is understood that there are no extra costs for these value added services. However, if there are any additional costs for these value added services, a summary and explanation of those costs shall be appended to Schedule C - Price Information Sheet.

2.13 Contract Management

Following the execution of a Form of Agreement with the successful Proponent, the VPD will conduct periodic Vendor Performance Evaluations to ensure that the successful Proponent fully complies with all service and performance requirements of the Form of Agreement.

Proponents shall describe its methodology for efficient management of the Contract.

REQUEST FOR PROPOSAL NO. PS03015
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

SCHEDULE A - REQUIREMENTS

2.14 Transition and Implementation

Prior to executing a Form of Agreement, the successful Proponent and the VPD shall develop a timely and orderly transition plan prior to commencing service under the Form of Agreement.

The Proponent shall list and detail the methodology it will employ for an orderly transition and implementation of Requirements under a Form of Agreement.

3 Proponent Information

Key determinants of how well the successful Proponent will be able to meet the Requirements include, but are not limited to, the Proponent's company profile, industry experience, experience with the City and/or the VPD, key personnel who will be servicing the VPD, and relevant references. All are important factors on which the Proponent will be evaluated.

Proponents shall at minimum, include in their Proposal, the following elements:

3.1 Company Profile

Insert a brief description of your company; purpose (including company objectives); location of head office, branches; customer base (Canadian and world wide); and history (including years of operation and successes).

3.2 Experience

In response to the qualifying requirements identified within Section 2 of this Schedule A, describe relevant experience during the last four (4) years.

3.3 Key Personnel & Security

VPD Enhanced Security Clearance (refer to Appendix 9) is mandatory for the successful Proponent's personnel.

3.3.1 Identify single point-of-contact for the VPD (i.e. relationship manager).

3.3.2 Identify key personnel to be assigned to the proposed Form of Agreement, including their names, responsibilities, relevant experience, and resumes. Indicate if any key personnel have obtained VPD security clearance.

3.3.3 Proponent shall provide evidence of theft, arson, and break-and-enter prevention programs.

3.3.4 Proponent shall include in its Proposal what process and/or procedure it follows to deal with lost uniforms, particularly law enforcement uniforms.

3.4 References

In evaluating the Proposals, the VPD prefers companies that have successfully done business with the VPD or the City in the past, and that have successfully demonstrated

REQUEST FOR PROPOSAL NO. PS03015
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

SCHEDULE A - REQUIREMENTS

their ability to meet the VPD's or the City's service standards, peaks in demand, and emergency requirements.

3.4.1 The Proponent shall include VPD or City references in the table below, and may include examples of instances where the Proponent's staff has demonstrated flexibility in resolving order issues/complaints/disputes to the VPD's satisfaction.

City or VPD only [indicate which]	City or VPD Contact Name and Telephone Number	Brief Description of Work and Date Performed

3.4.2 The Proponent is to complete the table outlined below and provide the relevant information by listing at least three (3) relevant references for similar goods and/or services it has supplied to three (3) different clients, preferably law enforcement agencies and/or municipalities. The Proponent may, at its own discretion, expand on the number of references and information that it deems necessary to support its Proposal.

Name and Address of Client Company [excluding City or VPD]	Client Contact Name and Telephone Number	Brief Description of Work and Date Performed

By submitting a Proposal, the Proponent consents to the City or the VPD contacting these references at its discretion, and also consents to the City or the VPD contacting any other organization for the purposes of evaluating the Proponent's qualifications and Proposal.

REQUEST FOR PROPOSAL NO. PS03015
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

SCHEDULE A - REQUIREMENTS

3.5 Training of Personnel

The Proponent shall provide details on the type of training it provides to its personnel, including principals and staff. Details shall include how the Proponent ensures its knowledge and skills are current.

3.6 Business' Future Growth and Development Plans / Business Continuity Plan

The VPD will consider the Proponent's future plans to grow its business.

3.6.1 The Proponent shall describe its business growth and development plan in terms of meeting and adapting to:

- a) Changes in consumer demand;*
- b) Trends in the dry cleaning and laundering industry; and*
- c) Market pressure for companies to improve corporate environmental performance and sustainability leadership.*

3.6.2 The Proponent shall provide examples of its current 'Green' Initiatives.

3.6.3 The Proponent shall demonstrate its innovative initiatives in the areas of electronic tracking of uniforms/item by staff member (e.g. use of RFID/barcode technology), if applicable.

The VPD requires knowledge of Proponents currently and/or contemplating expanding their business to include jail laundry, contaminated jail bedding, healthcare and medical facilities' laundry, etc.

3.6.4 If applicable, the Proponent shall indicate if it is currently and/or contemplating including jail laundry, contaminated jail bedding, healthcare and medical facilities' laundry, etc. in their dry cleaning and/or laundry streams. If so, the Proponent shall provide a declaration or statement in their Proposal, with details on what process is in place to deal with cross-contamination.

REQUEST FOR PROPOSAL NO. PS03015
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

SCHEDULE B - PRICING

1. The Proponent is to complete all fields within this Schedule 'B' form and submit their financial offering within in a separate sealed envelope or package, separate from, but enclosed with each copy of its Proposal.
2. Prices quoted are to include any and all pick and delivery costs to the VPD delivery locations.
3. Prices quoted shall indicate what volume discounts apply.
4. HST is to be excluded in the prices quoted.
5. Proponents may offer alternative pricing options, but are to submit separately in Schedule C - Deviations and Variations.
6. Proponents are to offer firm pricing for the first two (2) years of the contract and state how prices would be adjusted in the optional three (3) one-year extensions of the contract term.

Price for pick up and delivery service to and from the VPD laundry rooms (price will include the cost (if applicable) of installation of any Proponent-supplied equipment approved by the VPD's Inspector i/c Facilities Development required to service the location).

If prices are the same for the three (3) locations, the Proponent shall indicate with a check-mark, the locations for which the pricing is applicable.

If prices are different for different locations, the Proponent shall print one set of tables for each location.

Uniform Item (please select applicable location(s)) <input type="checkbox"/> 2120 Cambie Street <input type="checkbox"/> 3585 Graveley Street <input type="checkbox"/> 312 Main Street	Laundry (enter price & volume discount as applicable)	Dry Clean (enter price & volume discount as applicable)	Prices for optional three one-year extensions
1. Uniform Dress Shirts - Cotton, 75% Poly / 25% Wool - Long & Short Sleeved	\$ ea	\$ ea	
2. Uniform Pants - 75% Poly/25% Wool [cargo pants worn by majority of VPD uniformed members]	\$ ea	\$ ea	
3. Uniform Dress Pants [worn by Inspectors, Chiefs]	\$ ea	\$ ea	
4. Mounted Squad Breeches with leather patch	\$ ea	\$ ea	

REQUEST FOR PROPOSAL NO. PS03015
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

SCHEDULE B - PRICING

Uniform Item (please select applicable location(s)) <input type="checkbox"/> 2120 Cambie Street <input type="checkbox"/> 3585 Graveley Street <input type="checkbox"/> 312 Main Street	Laundry (enter price & volume discount as applicable)	Dry Clean (enter price & volume discount as applicable)	Prices for optional three one-year extensions
5. Motorcycle Breeches	\$ ea	\$ ea	
6. Bike Pants	\$ ea	\$ ea	
7. Bike Shorts	\$ ea	\$ ea	
8. Bike Shirts	\$ ea	\$ ea	
9. T-Shirts, 100% Cotton	\$ ea	\$ ea	
10. Vests - Body Armour Carrier	\$ ea	\$ ea	
11. Coveralls	\$ ea	\$ ea	
12. Tunics [i.e. jackets for Dress Uniform]	\$ ea	\$ ea	
13. Sweaters	\$ ea	\$ ea	
14. Pants - Gore-Tex	\$ ea	\$ ea	
15. Pants - Nomex	\$ ea	\$ ea	
16. Jackets - heavy [including Gore-Tex, water-resistant bomber]	\$ ea	\$ ea	
17. Jackets - Nomex	\$ ea	\$ ea	
18. Jackets - 75% poly/25% wool Uniform fleece/soft-shell	\$ ea	\$ ea	
19. Ties, hats, belts	\$ ea	\$ ea	

REQUEST FOR PROPOSAL NO. PS03015
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

SCHEDULE B - PRICING

Plain Clothes (please select applicable location(s)) <input type="checkbox"/> 2120 Cambie Street <input type="checkbox"/> 3585 Graveley Street <input type="checkbox"/> 312 Main Street	Launder (enter price & volume discount as applicable)	Dry Clean (enter price & volume discount as applicable)	Prices for optional three one-year extensions
1. Dress Shirts	\$ ea	\$ ea	
2. Suit Pants and 100% Cotton Pants	\$ ea	\$ ea	
3. Suit Jackets	\$ ea	\$ ea	
4. Plain Blouses - cotton or wool	\$ ea	\$ ea	
5. Plain Skirts - cotton or wool	\$ ea	\$ ea	
6. Sweatshirts	\$ ea	\$ ea	
7. Rugby Shirts	\$ ea	\$ ea	

Alterations & Specialized Work (please select applicable location(s)) <input type="checkbox"/> 2120 Cambie Street <input type="checkbox"/> 3585 Graveley Street <input type="checkbox"/> <u>312 Main Street</u>	Launder (enter price & volume discount as applicable)	Dry Clean (enter price & volume discount as applicable)	Prices for optional three one-year extensions
1. Sew on stripes that show rank of member	\$ ea	\$ ea	
2. Sew on personal identification number (consisting of three to five digits) badges (badge is approximately 1" x ½")	\$ ea	\$ ea	
3. Hemming pants - all materials	\$ ea	\$ ea	
4. Hemming skirts - all materials	\$ ea	\$ ea	
5. Replace Zippers	\$ ea	\$ ea	
6. Sew Crests on Jackets	\$ ea	\$ ea	

REQUEST FOR PROPOSAL NO. PS03015
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

SCHEDULE B - PRICING

7. Sew Crests on Shirts	\$ ea	\$ ea	
8. Water-repellant Application	\$ ea	\$ ea	
9. Miscellaneous Repairs	\$ ea	\$ ea	

Bedding (please select applicable location(s)) <input type="checkbox"/> 2120 Cambie Street <input type="checkbox"/> 3585 Graveley Street <input type="checkbox"/> 312 Main Street	Launder (enter price & volume discount as applicable)	Dry Clean (enter price & volume discount as applicable)	Prices for optional three one-year extensions
1. Bed Sheet	\$ ea	\$ ea	
2. Pillow Case	\$ ea	\$ ea	
3. Blanket	\$ ea	\$ ea	
4. Bed Sheet	\$ ea	\$ ea	
5. Pillow Case	\$ ea	\$ ea	
6. Blanket	\$ ea	\$ ea	

Proponents are to list any additional costs or discounts not provided for in the above tables.

Other Costs or Discounts as Applicable	Cost / Discount
e.g. Re-usable or re-cyclable bags or packaging [indicate unit and total costs]	
e.g. Contaminated items	
e.g. Volume discounts	

**REQUEST FOR PROPOSAL NO. PS03015
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT**

SCHEDULE C - DEVIATIONS AND VARIATIONS

Further to Part 'D', Section 2 - Compliance, Proponents are to use this Schedule to detail any deviations and/or variations from the terms and conditions set out in this RFP and if applicable, detail proposed amendments.

Where Proponent is proposing the use of contract language/clauses other than those set out in the Form of Agreement, such clauses are to be attached to this Schedule C. The City will assume such clauses are in addition to those in the Form of Agreement unless otherwise indicated by the Proponent.

The proposed use of contract language/clauses other than those set out in the Form of Agreement may not be accepted by the City or the VPD, and may reduce the Proposal's overall evaluation score.

REQUEST FOR PROPOSAL NO. PS03015
SUPPLY OF DRY CLEANING AND LAUNDRY SERVICES FOR THE VANCOUVER POLICE DEPARTMENT

SCHEDULE D - SUB-CONTRACTORS

The Sub-Contractors shown below are the Sub-Contractors that the Proponent proposes to use to carry out the Requirements. The VPD expects that the Proponent will engage the listed Sub-Contractors and no others in their stead, without prior written authorization of the City or the VPD. (For contractual requirements, Proponents should note Section 13.0 of the Form of Agreement.)

If no Sub-Contractors will be used, indicate "Not Applicable".

Company Name, Address	Contact Name and Telephone Number	Area of Responsibility

2120 Cambie Street, 3585 Graveley Street, and 312 Main Street Locations		HISTORICAL VOLUME ¹ (number of items)		
ITEM		2010	2011	Average
UNIFORM ITEMS				
Uniform Dress shirts - cotton, 75% poly/25% wool - long & short sleeved		45,278	40,873	43,076
Uniform Pants - 75% poly/25% wool [cargo pants worn by majority of VPD uniformed members]		26,083	25,682	25,883
Uniform Dress pants [worn by Inspectors, Chiefs]		977	1,400	1,189
Uniform Shorts		775	568	672
T-shirts, Bike Shirts		13,774	14,777	14,276
Vests - Body Armour Carrier		1,916	1,472	1,694
Tunics [jackets for dress uniform]		460	596	528
Sweaters		1,786	1,985	1,886
Pants - Gore-Tex		264	179	222
Pants - Nomex		4,292	4,206	4,249
Jackets - heavy [Gore-Tex, water-resistant bomber]		2,202	2,004	2,103
Jackets - Nomex		5,148	4,786	4,967
Jackets - fleece		864	882	873
Ties, hats, belts		750	866	808
PLAIN CLOTHES ITEMS				
Plainclothes shirts [dress shirts]		23,813	25,574	24,694
Pants, including Suit Pants		9,428	8,877	9,153
Plain Blouses - cotton or wool		4,717	4,909	4,813
Plain Skirts - cotton or wool		120	112	116
Sweatshirts		604	736	670
Rugby shirts		16	23	20
Hemming of trousers - all materials		896	962	929
SPECIALIZED SERVICES				
Sew Crests on Jackets		487	193	340
Sew Crests on Shirts		440	255	348
Water-repellant Application		1,002	885	944
Miscellaneous Repairs		6,889	6,848	6,869
BEDDING				
Bedsheets		2122	1883	2002
Blankets		102	135	118
Pillow Cases		649	723	686

¹for purposes of giving Proponents an order of magnitude of volume only, rather than exact volume requirements

Note: This is simply a draft for discussion and evaluation purposes for the VPD, and remains subject to any changes by the VPD.

THIS AGREEMENT dated the ____ day of _____, 2012

BETWEEN:

VANCOUVER POLICE BOARD, a statutory board constituted pursuant to the Police Act, and where applicable, includes its authorised agent, the CITY OF VANCOUVER, a municipal corporation constituted pursuant to the Vancouver Charter as represented by the Vancouver Police Department and having an office at 453 West 12th Avenue, Vancouver, British Columbia V5Y 1V4

(herein called the "VPD")

AND: [INSERT LEGAL NAME OF SUCCESSFUL PROPONENT]

(herein called the "Contractor")

WHEREAS:

- A. The VPD requires the provision of the Requirements described herein and wishes to engage the Contractor to perform said services;
- B. The Contractor has agreed to provide the Requirements in accordance with the terms and conditions of this Agreement;
- C. The VPD has agreed to retain the Contractor for the provision of the Requirements on the terms and conditions as set out in this Agreement and on the specifications as set out in the RFP, as supplemented by the Contractor's Proposal, and the Contractor has agreed to provide the Requirements on those same terms.

NOW THEREFORE, in consideration for the mutual covenants and promises made by the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 Definitions

The following words and terms, unless the context otherwise requires, shall have the meanings set out below. Words including the singular number include the plural and vice versa.

"City" means the municipal corporation, generally known as the City of Vancouver, as described under the Vancouver Charter;

"Agreement" means the agreement between the VPD and the Contractor as set out in the contract documents;

"Contract Documents" means this Form of Agreement including all Appendices, the Contractor's Proposal, the RFP and such other documents as listed in this Form of Agreement, including all amendments or addenda agreed between the parties;

“Contract Price” has the meaning set out in Section 6 Price;

“Contractor” means the entity defined as such on the front page of this Form of Agreement;

“Effective Date” means the date on which this Agreement takes legal force and effect and is the date set out on the first page of this Form of Agreement;

“HST” means the tax payable and imposed pursuant to Part IX of the Excise Tax Act (Canada), as amended, including any provincial component collected by Canada on behalf of British Columbia, and any successor legislation thereto;

“Prime Contractor” means in relation to a multiple employer workplace, the directing Contractor, employer or person who enters into a written agreement with the VPD;

“Product” means any physical items required to be delivered by the Contractor under this Agreement, in connection with the Services;

“Proposal” means the proposal submitted in response to the RFP by the Contractor, including:

- (a) the Contractor’s Proposal submitted in response to the RFP; and
- (b) all correspondence between the VPD and/or the City, and the Contractor related thereto;

“Proponent” means the individual, partnership, corporation or combination thereof, including joint venturers, who or which sign the Proposal form set out in Part D of the RFP;

“RFP” means Request for Proposal No. PS 20110596 including, but not limited to: Part A - Introduction; Part B - Instructions to Proponents; Part C - Special Conditions; Part D - Proposal Form (with Attachment A - Legal Terms and Conditions); Appendix 1- Historical Volume; Appendix 2 - Form of Agreement; Appendix 3 - City of Vancouver Certificate of Existing Insurance Form; Appendix 4 - Response Notification Form; Appendix 5 - Information Meeting Attendance Form; Appendix 6 - Declaration of Supplier Code of Conduct Compliance; Appendix 7 - Prime Contractor Agreement Form; and any amendments, appendices, schedules, addenda, and/or clarifications pertaining to the RFP;

“Requirements” means all of the specifications, requirements and services set out in the RFP that describe the requirements that the services, goods, materials and equipment must meet and that the Contractor must provide;

“Security Clearance” means the VPD security clearance level required of the Contractor from time to time for the Contractor’s personnel (existing and newly-hired) providing the Products and Services, accessing any data related to the Products and Services, or being allowed access to VPD sites;

“Services” means all the labour, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfilment of the Requirements;

“Sub-Contractor” means all sub-contractors, suppliers and agents of the Contractor;

“Sustainability” means meeting the social, environmental and economic needs of the present without compromising the ability of future generations to meet their needs;

“Unavoidable Delay” has the meaning set out in Section 9 - Unavoidable Delay;

“VPD” means the Vancouver Police Board, a statutory board constituted pursuant to the Police Act, and where applicable, includes its authorised agent, the City of Vancouver, a municipal

corporation constituted pursuant to the Vancouver Charter, as represented by the Vancouver Police Department.

“VPD’s Designated Representatives” means the Vancouver Police Department’s employees or representatives who are authorized in writing to deal with the Contractor on behalf of the VPD in connection with the goods and services or to make decisions in connection with the Contract;

“WHMIS Legislation” includes the laws governing the information that must be provided on labels of packaging containing hazardous materials;

“WorkSafeBC Legislation” means the *Workers Compensation Act* (British Columbia), and all regulations enacted pursuant to the Workers Compensation Act (British Columbia).

“Work Site” means the site(s) where the Requirements are to be provisioned.

2.0 Contract Documents

The terms and conditions of the Contract Documents, whether or not attached to this Form of Agreement, will be deemed to be incorporated into this Agreement and will govern the terms of this Agreement. The Contract Documents are complementary, and what is called for by any one will be as binding as if called for by all. In the event of any inconsistency or conflict between or among any of the Contract Documents, the Contract Documents will take precedence and govern in the following order of priority from highest to lowest:

- (a) this Agreement, including any amendments to this Agreement;
- (b) the schedules and appendices attached hereto including any amendments to the schedules and appendices attached hereto;
- (c) the RFP; and
- (d) the Proposal.

3.0 Notices

Any notice required to be given under this Agreement will be given in writing and served personally or mailed by registered mail addressed to the VPD Deputy Chief, Operation Services, the City’s Chief Purchasing Official, and to the Contractor at the address set forth in its Proposal.

4.0 Conduct of the Contract

The VPD Deputy Chief, Operation Services and the City’s Chief Purchasing Official shall have the conduct of the Contract.

5.0 Requirements

- 5.1 The Contractor will supply the VPD with the Services (including any incorporated Product), in accordance with the Requirements set out in the RFP and further described in Schedule A of this Agreement and anything and everything else necessary for or incidental to the Requirements including supplying all labour, supervision, management, overhead, materials, supplies, and all other things necessary for or incidental to the Requirements with care, skill, due diligence and efficiency.
- 5.2 The Requirements as set out in the RFP have been prepared by the VPD to describe in general terms its requirements and the performance criteria that the Services/Products must satisfy. However, if there is any discrepancy in the description of the Requirements or any omission of performance criteria which would be detrimental to

the benefits intended to be provided to the VPD, the Contractor will rectify such a discrepancy or omission to the satisfaction of the VPD without further compensation.

6.0 Price

- 6.1 The first two (2) years of the Contract will commence on the Effective Date and end on the second anniversary of the Effective Date. Pricing for the first two (2) years will be as set out in Schedule B of this Agreement except that the provisions for any annual increases are subject always to the provisions of this Section 6.0. Prices shall apply to all items regardless of when picked up, delivered, or invoiced.
- 6.2 Prices for the first two (2) years of the Contract shall remain fixed until the earlier of:
a) Expiry of Year Two; or
b) Written acceptance and approval of new pricing by the VPD's Chief Constable and the City's Chief Purchasing Official.
Pricing in the optional third, fourth, and fifth years of the Contract shall be as set out in Schedule B of this Agreement.
- 6.3 Any requested changes to pricing will be negotiated, taking into account conditions which may affect the Contractor's cost of supplying the Services/Products.
- 6.4 If the Contractor's price is reduced, or if the Contractor offers lower prices to the market than the current contracted price due to special offers or other promotions, etc., the VPD shall be entitled to receive such price reductions accordingly and immediately.
- 6.5 The VPD is not bound to accept or approve any requested change in price, unless and until the VPD sends written notice signed by the VPD's Chief Constable and the City's Chief Purchasing Official to the Contractor that such new pricing is accepted. If the VPD does not send a written notice of acceptance, then the existing prices remain in effect and the VPD and the Contractor have the option of negotiating, or issuing written notice of cancellation without cause or liability of all or any part of the Requirements.
- 6.6 Any notice of cancellation pursuant to Section 6.5 above must be given in accordance with Section 3.0 Notices.

7.0 Term/Non-Exclusivity

- (a) The Term of this Agreement starts on the Effective Date and expires on [date - two years from Effective Date], subject to renewal for three additional one-year periods at the sole and absolute discretion of the VPD.
- (b) Where the parties continue to deal with each other following an expiry date, this Agreement will be deemed to be renewed for an additional one-year period. However, during each additional one-year period, this Agreement may be cancelled by the VPD without cause on at least 30 days' prior written notice, or by the Contractor on at least one hundred eighty (180) days' prior written notice.
- (c) For the purposes of Section 6.0 the first two (2) years during which pricing will be fixed therefore starts on the Effective Date and ends on [date - two years after the Effective Date].
- (d) Despite any other term of this Agreement, the RFP or the Proposal, nothing in this Agreement is intended to grant the Contractor any rights of exclusivity or any other right to be the sole supplier to the VPD of the Services or Products, to supply a

specified or minimum quantity of the Services or Products to the VPD or any other similar right and the Contractor now acknowledges and agrees to same.

8.0 Cancellation of Contract

The Contractor may only cancel this Agreement without cause in the circumstances set out in Section 7.0 (b). Except where Section 7.0 (b), applies, the VPD may only cancel this Agreement without cause if the VPD gives notice of cancellation at least 60 days prior to its anniversary date. As of the effective date of such a notice of cancellation, the Contract will be cancelled as to all or those specified products and the parties will have no further obligations to each other in respect to same except for any obligations that arose prior to the effective date of the cancellation.

9.0 Unavoidable Delay

9.1 Subject to Section 9.2, except for the performance of obligations to pay money, time periods for the VPD and the Contractor's performance under the Contract will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this section, an "Unavoidable Delay" means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, strikes/lockouts, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by the Contractor's lack of financial resources or insolvency, strikes, lockouts or other withdrawals of services arising out of a labour dispute (including a strike, lockout, or other labour dispute involving the Vancouver Board of Parks and Recreation and/or the City of Vancouver and their respective employees) or labour affiliations of the Contractor's employees or Sub-Contractor's employees, or governmental action taken in the enforcement of law specifically against the Contractor or its Sub-Contractors. If an Unavoidable Delay occurs, the non-performing party will, as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the other party describing the circumstances preventing continue performance and the efforts being made to resume performance of its obligations under this Agreement.

9.2 Despite Section 9.1, nothing in this Section 9.0 will release the Contractor from the obligation to pay the VPD concessions or rebates for Services interrupted or delayed by an Unavoidable Delay.

10.0 Changes in Requirements

The VPD may, by giving written notice to the Contractor, request amendments to the Requirements. Upon receipt of such notice, the Contractor will, as soon as practicable and in no event later than twenty (20) days after receipt of such notice, inform the VPD and or the City's Chief Purchasing Official of any adjustments to the Contract Price, either increasing or decreasing the Contract Price, that would be necessitated by such change in the Requirements, or alternatively, will notify the VPD or the City's Chief Purchasing Official that no adjustment is necessary. If adjustments to the Contract Price are necessary and the VPD or the City's Chief Purchasing Official confirms in writing that such adjustments are acceptable to it, the Requirements and the Contract Price will then be deemed to be amended as agreed by the VPD or the City's Chief Purchasing Official. If the VPD or the City's Chief Purchasing Official determines that such adjustments, or no adjustments, to the Contract Price are unacceptable and the VPD or the City's Chief Purchasing Official and the Contractor are unable to agree on an acceptable price, the VPD or the City's Chief Purchasing Official shall be entitled to refer such issue to arbitration (pursuant to Section 33.0 - Dispute Resolutions) to determine the price for such amendments to the Requirements or it may elect either to proceed with this Contract without the proposed change or it may elect to cancel this Contract, on thirty (30)

days' prior written notice without further liability or recourse, except to pay the Contractor for all Services or Products duly delivered to the VPD prior to the effective date of cancellation.

11.0 Disputes as to Requirements

All orders or instructions with respect to the Requirements issued by the VPD or the Chief Purchasing Official to the Contractor will be obeyed, performed and complied with by the Contractor promptly, efficiently and to the satisfaction of the VPD. However, if the Contractor is of the opinion that such orders or instructions are not authorized under the provisions of the Contract Documents or involve a change in the Requirements, it must so notify the VPD in writing before proceeding to carry them out and, in any event, within two (2) days of the receipt of such orders or instructions. The giving of such notice to and receipt by the VPD will not constitute an acknowledgement by the VPD as to the validity of the Contractor's claim, and the VPD now reserves all rights to contest or dispute the Contractor's claim. If the Contractor does not so notify the VPD within the time so limited, it will not be entitled to claim at any time thereafter, that the orders or instructions were not so authorized or involved a change in the Requirements. Nevertheless, the giving of such notice to the VPD, will not relieve the Contractor of its obligation to carry out and to obey such orders or instructions.

12.0 Sub-Contractors

- 12.1 All Sub-Contractors are the responsibility of the Contractor.
- 12.2 The Contractor will be held as fully responsible to the VPD for the acts and omissions of its Sub-Contractors and of persons directly or indirectly employed by the Contractor, as for the acts and omissions of persons directly employed by it.
- 12.3 Nothing contained in any of the Contract Documents will create any contractual relationship between the Sub-Contractors and the VPD.
- 12.4 The Contractor agrees to ensure compliance by every Sub-Contractor with the terms and requirements of the Contract Documents.

13.0 Named Sub-Contractors

The Contractor warrants that the Sub-Contractors shown in its Proposal are the only Sub-Contractors that it proposes to use to carry out the Requirements. The Contractor will engage only the listed Sub-Contractors and no others in its stead without prior written authorization of the VPD.

14.0 Independent Contractor

- 14.1 The Contractor, its Sub-Contractors, the officers, directors, shareholders, partners, personnel, affiliates and agents of the Contractor and its Sub-Contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the VPD or the City.
- 14.2 The Contractor will not represent to anyone that the Contractor has any authority to bind the City or the VPD in any way or that the Contractor is an employee or agent of the City or the VPD.

15.0 Assignment

- 15.1 The Contractor may not assign, sublet or let out as task work any part of the Services, and will not assign any interest or any right to payment under this Agreement without first having had and obtained the consent in writing of the VPD; which consent the VPD may elect to withhold. If the VPD consents to any such assignment, subletting or letting

out as task work of all or any part of the Services, the Contractor will in no way be relieved from its responsibility for the fulfilment of the Services, but will continue to be responsible for the same in the same manner as if all the Services had been performed by the Contractor.

- 15.2 The Contractor acknowledges and agrees that the existing qualifications, experience and Security Clearances of its owners and managers is an important component of the Services and one of the key factors in the VPD's decision to accept the Contractor's Proposal and enter into this Agreement. Accordingly, any proposed changes to the Contractors, shareholders, or any proposed assignment, franchising, licensing, subletting or other transfer of this Agreement will be of significant concern and interest to the VPD. For this reason, the Contractor now agrees that the Contractor will involve and keep the VPD apprised of all discussions, negotiations or other communications which have any likelihood of resulting in an application for formal consent under this Article 15.0.
- 15.3 The Contractor will not effect a Transfer (as defined in Section 15.6 below) directly or indirectly, nor assign this Agreement in whole or in part nor sublet nor part with possession of all or any part of the Contractor's business premises directly or indirectly, nor will the Contractor move the Contractor's existing business premises to any other location, unless the Contractor has obtained the prior written consent of the VPD in each instance, which consent will not be unreasonably withheld except with respect to Security Clearance issues upon which basis the VPD may arbitrarily withhold its consent. Any request for consent will be in writing and will be accompanied by a true copy of any offer or other documentation from any relevant third party purchaser and any other such information as the VPD may require.
- 15.4 Consent by the VPD to any Transfer will not constitute a waiver of the necessity for such consent to any subsequent Transfer. The prohibitions on Transfer set out in this Article 15.0 will be construed to include a prohibition against any Transfer by operation of law. No receipt of notice of any such Transfer or the acceptance of Services afterwards will be deemed to be a waiver of this restriction or an acceptance by the VPD of any purchaser of the business or other transferee. Upon any Transfer permitted under this Article 15.0, the Contractor will not be released from the obligations to observe and perform the terms of this Agreement.
- 15.5 The Contractor will pay the VPD's reasonable estimated legal costs (in advance) in considering any requests for consent pursuant to this Article 15.0, whether or not such consent is eventually given.
- 15.6 For the purposes of this Article 15.0, the following events constitute a Transfer:
- (a) any amalgamation of the Contractor with any other party;
 - (b) any change of control of the Contractor including any transfer, voluntary or involuntary, direct or indirect, which results in any change in the person or persons exercising or who might exercise effective control or management of the Contractor or the business required to be carried on by the Contractor in and from the Contractor's existing business premises and the Work Sites. However, change of control of the Contractor does not include a change of non-shareholder or non-director management staff or other employees unless such changes are accompanied by a change in the directors, shareholders or anyone else exercising or who might exercise effective control or management of the Contractor or the Contractor's business. The Contractor will on request (from time to time or at any time) promptly provide the VPD with all such trust and corporate information and documentary evidence necessary to satisfy the VPD that the Contractor is complying with this Article 15.0;

- (c) Any assignment of this Agreement in whole or in part including any subletting, franchising, licensing or parting with possession of all or part of the Contractor's existing business premises or moving the location of the Contractor's existing business premises directly or indirectly.

16.0 Time of the Essence

For all obligations of the Contractor pursuant to this Agreement, time is of the essence. The acceptance of a late performance, with or without objections or reservations by the VPD, will not waive the VPD's right to claim damages for such breach nor constitute a waiver by the VPD of the requirement of timely performance of any obligation remaining to be performed.

17.0 Laws, Permits and Regulations

- 17.1 The Contractor will comply with the City's License By-Law and maintain a valid business license throughout the duration of the Agreement.
- 17.2 All provisions of the International Sale of Goods Act are specifically excluded from application to this Agreement.
- 17.3 In carrying out its obligations hereunder, the Contractor will comply with, and will cause all Sub-Contractors to comply with, all Applicable Laws.
- 17.4 The Contractor will upon request by the City provide certificates of compliance from regulatory bodies or other evidence of compliance, including as pertaining to any of the Sub-Contractors. The Contractor accepts full and exclusive responsibility and liability, and will cause all Sub-Contractors to accept full and exclusive responsibility and liability, for payment of federal and provincial payroll taxes and for contributions for employment insurance, old age pensions, retirement annuities, workers' compensation, health and hospitalization plans and other benefits expressed under any provision of any law or any agreement to which the Contractor and the Sub-Contractors are subject.
- 17.5 The Contractor represents and warrants that it has obtained and is in compliance with all requisite permits, professional designations, authorization and licenses necessary for the Contractor to supply the Products and provide the Services.

18.0 Delivery/Use of VPD's Laundry Rooms

- 18.1 Deliveries must be made by the Contractor, at its sole risk and expense, to the exact location within the VPD's worksite, office, or other place as designated by the VPD, and only between 6:00 a.m. and 6:00 p.m. Monday to Sunday, including statutory holidays, unless other arrangements have been agreed to in writing. A material safety data sheet ("MSDS") must accompany all shipments containing products regulated under WHMIS Legislation. Additional documentation, as set out in the Contractor's Proposal, must accompany all deliveries.
- 18.2 The Contractor is now granted access to the VPD's laundry rooms, subject always to the terms and conditions of the RFP and other Contract Documents and including this Section 18.2. The Contractor now agrees to accept this licence to access the Laundry Rooms for the purposes of carrying out the Services on an "as is where is" basis and now releases the VPD from all liability for the Contractor's use of the Laundry Rooms and confirms for further certainty that the indemnity in Section 28.0 applies to all claims, losses, damages, actions and other proceedings arising from or attributable to the condition of the Laundry Rooms, or any of VPD's acts or omissions in connection with the Laundry Rooms. However, to the extent that the condition of the Laundry

Rooms or the acts or omissions of the VPD prevent or delay the Contractor in the performance of the Services, the Contractor will not be liable for such delay or failure to perform the Services.

19.0 Inspection

- 19.1 All Services and Products shall be subject to inspection and testing by, and shall meet the approval of, the VPD.
- 19.2 In case the Services, Product or any portion of the Services or Products are not in conformity with the Requirements of this Agreement or the Contractor's warranty (expressed or implied), the VPD will have the right either to reject the Services or Products or to require correction and the Contractor will reimburse the VPD any costs incurred as a result of the non-conformance.
- 19.3 Acceptance or rejection of the Services or Products must be made as promptly as practical, but failure to inspect and accept or reject the Services or Products will not relieve the Contractor from responsibility for such Services or Products that are not in accordance with the Requirements.
- 19.4 The VPD will be the sole and final judge of the Services or Products in respect of both quality and quantity and its decisions of all questions in dispute will be final. Materials, goods or equipment not accepted will either be: (a) returned to the Contractor at the Contractor's expense; or (b) replaced by VPD at the Contractor's expense.
- 19.5 Under no circumstances will the VPD be deemed to have accepted the Services or Products by virtue of a partial or full payment for them.

20.0 Quality of Workmanship and Materials

- 20.1 The Contractor will perform the Services with the degree of care, skill and diligence normally applied in the performance of services of a similar nature and in accordance with best current professional practices and in conformance to the Requirements.
- 20.2 Materials (including environmentally-sustainable materials), goods and equipment will be the products of suppliers or manufacturers of established reputation engaged in the supply or manufacture of such materials or equipment.
- 20.3 Materials (including environmentally-sustainable materials) are to be applied in accordance with the manufacturer's directions and the Contractor will use the techniques and applications best suited for the type of material being used.

21.0 Packaging/Identification

- 21.1 The Product will be adequately packaged to protect from damage during handling, shipment, and storage, and individually packaged and identified for each VPD member with all relative markings to enable tracking.
- 21.2 The Contractor shall utilize re-usable, recyclable, or environmentally-friendly packaging whenever possible.

22.0 Product Return Policy

- 22.1 The Contractor will institute a policy and procedure which facilitates the prompt return, replacement or reimbursement and credit to the VPD account of any defective or non-compliant Services or Products as required by Section 19.0.

- 22.2 The Contractor now agrees to fully inspect all Services or Products before shipment to the VPD.

23.0 Non-exclusivity - Alternative Sourcing

- 23.1 The Contractor acknowledges that this Agreement is neither an exclusive-supplier contract, nor a guaranteed-quantity contract. The VPD is not obligated to procure any Services or Product, nor commit to any minimum quantity of Services or Products, regardless of the estimates and anticipated demand amounts set out in the RFP.
- 23.2 The VPD reserves the right to obtain the Services or Products of the same type as those required to be provided under this Agreement from other sources whether or not it deems that the Services or Products offered by the Contractor do not meet the quality standards; are deemed to be inferior or unacceptable for use; or can not be supplied by the Contractor as specified.

24.0 Warranty

- 24.1 The Contractor warrants that the Services or Products supplied by the Contractor to the VPD will be in full conformity with the Requirements as well as samples, if any, and if so then this is a sale by sample as well as by description within the meaning of the Sale of Goods Act (BC).
- 24.2 The Contractor further warrants that the Products are of merchantable quality, fit for the intended use, and will perform according to the Requirements.
- 24.3 Product, equipment and materials shall be new, free and clear of all liens, charges and encumbrances, be of the latest model, and shall be complete with all necessary accessories for operation. All Product, equipment and materials shall be at the risk of the Contractor until delivered to and accepted by the VPD.
- 24.4 At a minimum, a one (1) year parts and labour warranty shall be provided on all products, goods and/or services provisioned under this Agreement.
- 24.5 The Contractor warrants that its employees and sub-contractors have the qualifications, experience, knowledge, skills and abilities necessary for the fulfilment of this Agreement.

25.0 Protection of Person and Property

- 25.1 The Contractor will use due care that no persons are injured, no property damaged or lost, and no rights are infringed in the performance of the Services, and the Contractor will be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the Services or caused in any other manner by the Contractor, or its employees or sub-contractors.
- 25.2 The Contractor will effectively warn and protect the public and other personnel from any danger as a result of the Services being provisioned.

26.0 Rectification of Damage and Defects

- 26.1 The Contractor will rectify any loss or damage for which, in the opinion of the VPD, the Contractor is responsible, at no charge to the VPD, and to the satisfaction of the VPD. Alternatively, the VPD may replace lost or repair damaged items, and the Contractor will then pay to the VPD the costs of replacement or repair forthwith upon demand from the VPD. Where, in the opinion of the VPD, it is not practical or desirable to

replace or repair, the VPD may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor hereunder.

- 26.2 For further clarity, the Contractor now confirms and agrees that the Contractor will bear sole responsibility for all loss, theft or damage in any way caused or arising while any of the VPD's property is in the custody or possession of the Contractor. For further certainty, this means by way of example only and without limitation of the generality of the preceding sentence, that upon the Contractor's picking up of any VPD property from any of the VPD laundry rooms or Work Sites, and until the return of that property to VPD laundry rooms or Work Sites, the Contractor assumes full responsibility and all risk of loss, theft, or damage to such property.

27.0 Clean Up

The Contractor will at all times deliver the Services and Products in an orderly and reasonably tidy manner, and will at suitable intervals remove any accumulation of rubbish or refuse materials. At no time will any person employed by the Contractor or by any of its sub-contractors discard any litter or garbage on or adjacent to the Work Site, except into a suitable container.

28.0 Release and Indemnification

- 28.1 The Contractor will indemnify, hold and save harmless the VPD and the City, their respective officials, officers, employees and agents from and against all claims, losses, damages, costs, expenses, actions and other proceedings made, sustained, brought or prosecuted in a manner based upon, occasioned by or attributable to any injury, including death, property damage, loss, economic loss, infringement or damage arising from, suffered or experienced by the Contractor, its Sub-Contractors, and their respective officers, employees and agents in connection with their performance of the Services under this Agreement.
- 28.2 The Contractor will indemnify the VPD and the City from and against any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the Builders Lien Act, or to any attachment for debt, garnishee process or otherwise.
- 28.3 The Contractor will pay all royalties and license fees and will indemnify and save the VPD and the City harmless from loss on account of suits or claims of infringement of patents in the performance of the Services or delivery of the Products.
- 28.4 The Contractor will assume the defense of, indemnify and hold harmless the VPD and the City and their respective officers, employees and agents, from and against all claims relating to Product, materials furnished and to inventions, copyrights, trade marks, or patents and rights thereto used by the Contractor in the execution of this Agreement and in subsequent use and/or operation by the VPD.
- 28.5 In undertaking the Services, the Contractor acknowledges that the Contractor has inspected the VPD's laundry rooms, agrees to accept the VPD's laundry rooms "as-is" and undertakes to take all precautions necessary to ensure the safety of all persons employed or contracted by the Contractor to perform the Services.
- 28.6 Despite the provision of insurance coverage by the City and the VPD, the Contractor hereby agrees to indemnify and save harmless the City and the VPD and their successors, assigns and authorized representatives and each of them (in each case an "indemnified Party") from and against all costs, losses, claims, damages, actions, and causes of actions (collectively referred to as "Claims") that an indemnified Party may sustain, incur, suffer or be put to at any time either before or after the expiration or

termination of this Agreement, that arise out of errors, omissions or negligent acts of the Contractor, its Sub-Contractors, or their respective officers, employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.

28.7 This indemnity will not affect or prejudice the City or the VPD from exercising any other rights that may be available to it at law or in equity.

28.8 The release and indemnity set out above will survive the expiry or sooner termination of this Agreement.

29.0 Insurance

29.1 Insurance Requirements

29.1.1 Without limiting any of its obligations or liabilities under the Agreement, the Contractor and its Sub-Contractors shall obtain and continuously carry during the term of the Agreement at their own expense and cost, the following insurance coverage with minimum limits of not less than those shown in the respective items set out below.

29.1.2 The Contractor shall obtain and maintain in full force and effect during the term of the Agreement, insurance not less than that set out below and provide proof of such insurance provided by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.

a) Commercial General Liability insurance in sufficient amounts and description to protect the Contractor, its Sub-Contractors, the Vancouver Police Department, the City of Vancouver and its respective officers, officials, employees, and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise under this Contract.

The limit of commercial general liability insurance shall be not less than \$5,000,000 per occurrence inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to products and complete operations. The deductible per occurrence shall not exceed \$5,000 per occurrence.

The policy of insurance shall:

- i. be on an occurrence form;
- ii. add the Vancouver Police Department, the City of Vancouver and its officials, officers, employees and agents as additional insured's;
- iii. contain a cross-liability or severability of interest clause; and
- iv. extend to cover non-owned automobile, contingent employer's liability, blanket contractual liability, Contractor's protective liability, broad form property damage, broad form completed operations and operations of attached machinery.

(b) Motor Vehicle Liability Insurance in an amount not less than five million dollars (\$5,000,000) per occurrence for all licensed vehicles owned or leased by the Contractor and operated by the Contractor in connection with the Agreement.

29.2 General Insurance Provisions

29.2.1 All insurance policies shall be in a form and in amounts satisfactory from time-to-time and with insurers acceptable to the City's Director of Risk Management. The required Insurance policies shall not be cancelled or endorsed to reduce Limits of Liability without the insurers providing sixty (60) days' notice in writing by Registered Mail to The Vancouver Police Board. The exception is cancellation for non-payment or premiums in which case the applicable statutory conditions will apply. Notice by Registered Mail will be sent to the address noted on the Liability Insurance Certificate issued to The Vancouver Police Board. Notice must identify the Agreement title, number, policy holder, and scope of services.

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

29.2.3 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 Contract Documents with respect to liability of the Contractor or otherwise.

29.2.4 The insurance coverage will be primary insurance with respect to liability arising out of the operations of the Contractor. Any insurance or self-insurance maintained by or on behalf of the City and/or the VPD, its officers, officials, employees, or agents will be excess of the Contractor's insurance and shall not contribute to it.

29.2.5 Prior to the Effective Date of the Contract, the Contractor shall provide the VPD with evidence of all required insurance to be taken out in the City's form of Liability Insurance Certificate (Appendix 8) supported by a certified copy(s) of the policy(s). The Liability Insurance Certificate shall identify the Agreement title, number, policyholder and scope of work and shall not contain any qualifications or disclaimers whatsoever. At all times thereafter, during the term of the Agreement, the Contractor shall covenant and agree to comply with all its insurance obligations described herein. Proof of insurance, in the form of a Liability Insurance Certificate and/or certified copies of all insurance policies shall be made available to the VPD or the City at any time during the term of the Agreement immediately upon request by the VPD or the City.

29.2.6 The Contractor shall provide in its agreements with its Sub-Contractors clauses in the same form as those found herein. Upon request, the Contractor shall deposit with the City's Director of Risk Management detailed certificates of insurance for the policies it has obtained from its Sub-Contractors and a copy of the applicable insurance clauses so provided in the sub-contract agreements.

29.2.7 The Contractor shall 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.

30.0 WorkSafe BC

- 30.1 The Contractor shall procure and at all times while performing the Services carry and pay for the cost of full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Contractor agrees that the VPD 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 VPD to the Contractor. The VPD will have the right to withhold payment under this Agreement until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.

- 30.2 The Contractor will provide the VPD with the Contractor's and each Sub-contractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the Contractor and each Sub-contractor are registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to the VPD having any obligation to pay monies under this Agreement. The Contractor will indemnify the VPD and the City and hold harmless the VPD and the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged by the Contractor in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafeBC, including penalties levied by WorkSafeBC.
- 30.3 Whenever the Contractor is required or permitted to perform any Services on any VPD or City sites, the Contractor is now appointed and now accepts appointment as the Prime Contractor in connection with such Services (refer to Appendix 7).

31.0 Security Clearance for Workers

- 31.1 On the written request of the VPD, the Contractor will remove any employee, Sub-Contractor or agent for any reason including but not limited to the following:
- a) Loss of or failure to obtain appropriate or required Security Clearance;
 - b) Intoxication;
 - c) Use of foul, profane, vulgar or obscene language or gestures;
 - d) Solicitation of gratuities or tips from any person for services performed under the Agreement;
 - e) Wilful, negligent or reckless action in disregard of safety, sanitary, or environmental requirements or regulations; or
 - f) Any action which may constitute a public nuisance or disorderly conduct.
- 31.2 The Contractor shall promptly comply with each such request and shall satisfy the VPD that the employee, Sub-Contractor or agent has been removed from further involvement with the Agreement.
- 31.3 The Contractor will immediately send written notification to the VPD Deputy Chief, Operations Services, and the City's Chief Purchasing Official, in the event of:
- a) Any change in the Security Clearance status (or any event or change which might reasonably affect such Security Clearance status) of any of its shareholders, directors, officers, employees, Sub-Contractors, or Sub-Contractors' shareholders, directors, officers or employees; or
 - b) Any proposed change or replacement of any of its shareholders, directors, officers, employees, Sub-Contractors or Sub-Contractors' shareholders, directors, officers, or employees

and in no event will the Contractor permit any new shareholders, directors, officers, employees, Sub-Contractors, or Sub-Contractors' shareholders, directors, officers or employees to be involved in the provision of the Services or to have access to any VPD data or other property without first ensuring that the VPD has given such new person the requisite Security Clearance (refer to Appendix 9).

32.0 VPD's Right to Remedy

Should the Contractor neglect to provision the Services or Products properly or fail to perform any provision of the Agreement, the VPD may, without prejudice to any other right or remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment due to the Contractor.

33.0 Dispute Resolution

- 33.1 All claims, disputes or issues in dispute between the VPD and the Contractor shall be decided by mediation or arbitration, if the parties agree, or failing agreement, in a Court of competent jurisdiction within the Province of British Columbia and be governed by the laws of British Columbia.
- 33.2 In the event that (a) the parties agree to arbitration pursuant to the above, or (b) the matter is referred to arbitration by VPD or the City's Chief Purchasing Official, pursuant to Section 11.0, the arbitration will be conducted pursuant to the Commercial Arbitration Act of British Columbia and will be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia.
- 33.3 In the event that the parties agree to arbitration, the arbitration shall take place in Vancouver, British Columbia and be governed by the laws of British Columbia.
- 33.4 The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the VPD and the Contractor.

34.0 Termination

- 34.1 The VPD may, by written notice to the Contractor, immediately cancel the whole or any part of this Agreement in any one of the following circumstances:
 - a) Pursuant to Section 11.0;
 - b) If the Contractor fails to make delivery of the Services or Products within the time specified, or fails to perform any other provisions, terms or conditions of the Agreement within the time specified, or within a reasonable time if no time is specified, or otherwise not in accordance with any term of this Agreement;
 - c) If the Contractor performs any act or does anything by which the VPD or the City shall incur any liability whatsoever;
 - d) If the Contractor fails to meet the safety requirements of this Agreement;
 - e) If any creditor of the Contractor causes a writ of execution or similar writ or court order to be served upon the VPD requiring the VPD to pay any portion due to the Contractor under this Agreement;
 - f) If the Contractor is adjudged bankrupt or if it makes a general assignment for the benefit of creditors or if it becomes insolvent or if it should take the benefit of any Act that may be in force for bankrupt or insolvent debtors; or
 - g) If the Contractor breaches any other term of this Agreement.
- 34.2 Upon cancellation of this Agreement, the VPD shall have no obligation to the Contractor except for such Products or Services as have been supplied up to the date of the cancellation of this Agreement.
- 34.3 Upon cancellation of this Agreement in whole or in part, the VPD may procure similar goods and/or services and the Contractor will be liable to the VPD for any excess costs for such similar goods and/or services. The Contractor will not be liable for any excess

costs where the cancellation was not caused by the Contractor's breach of this Agreement.

35.0 Payments

- 35.1 The Contractor will be paid net 30 days from receipt of invoice and acceptance of the Services or Products, whichever is the later, unless alternate payment terms have been agreed to between the Contractor and the VPD.
- 35.2 The Contractor may be required to accept payment by credit card.

36.0 Taxes

- 36.1 Unless otherwise provided herein, the Contractor will pay all sales or excise taxes in force during the term of this Agreement, provided that any increase or decrease in such taxes shall increase or decrease the amount due under the Agreement.
- 36.2 Invoices will show the appropriate amounts for HST.

37.0 Contract Management and Representation

- 37.1 The Contractor and the VPD will comply with and implement the transition plan and protocol for the management of this Agreement as set out in the RFP.
- 37.2 The Contractor's Contact Person will be _____ who will make decisions to ensure that the Contract implementation and day-to-day operation are as specified herein, and will serve as a single point of contact for the VPD.
- 37.3 The Contractor's overall performance and the quality of its work will be determined by the VPD. Performance will be judged on such factors as service levels including the frequency of back-orders, product quality, dependability, and such other issues that the VPD shall deem to be key performance indicators. Where the Contractor's performance or personnel does not meet the experience, knowledge, skills and abilities necessary for the fulfilment of this Agreement, the VPD or the City's Chief Purchasing Official will provide the Contractor with reasonable written particulars of same.

38.0 Set-off

The VPD may at its option, withhold and set-off against any amount owing to the Contractor (whether under this Agreement or otherwise) the amounts payable by the Contractor to the VPD (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the VPD as a result of any other claim it may have against the Contractor, whether such claim is at law or in equity or tort or on any other basis.

39.0 Joint and Several Liability of Joint Venture Participants

If the Contractor is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges and liabilities of the entities who comprise the Contractor shall be joint and several.

40.0 Entire Agreement

The Contract Documents constitute the entire agreement between the Parties with respect to the subject matter thereof, and supersede all previous communications, representations and agreement, whether oral or written, with respect to the subject matter hereof.

41.0 Failure to Enforce

Any failure by the VPD to enforce or require the strict keeping and performance of any of the terms and conditions contained in the Agreement shall not constitute a waiver of such terms and conditions and will not affect or impair such terms and conditions in any way or the VPD's right at any time to avail itself of such remedies as the VPD may have for any breach or breaches of such terms and conditions.

42.0 Enurement

This Agreement shall enure to the benefit of and be binding upon the VPD and the Contractor and their respective successors and permitted assigns.

43.0 Letter of Credit

43.1 Concurrently with entering into this Agreement, the Contractor will deliver to the VPD, a clean, unconditional irrevocable demand letter of credit payable in the amount of Seventy-five Thousand Dollars, (\$75,000) hereinafter called the "Letter of Credit" issued in favour of the Vancouver Police Department by a Schedule I Canadian chartered bank or Schedule II Canadian chartered bank and on terms satisfactory to the City's Director of Legal Services.

43.2 The Letter of Credit must contain an automatic extension clause so that it remains valid for the term of this Agreement and may be drawn on by the VPD to reimburse the VPD for any losses or damages suffered by the VPD as the result of the Contractor's breach of this Agreement.

44.0 No Promotion of Relationship

44.1 The Contractor will not disclose or promote its relationship with the City or the VPD, including by means of any verbal declarations, announcement, sales, marketing or other literature, letters, client lists, websites, internet domain names, press releases, brochures or other written materials (the "Communications") without the express prior written consent of the City or the VPD (except as may be necessary for the Contractor to perform its obligations under this Agreement).

44.2 Furthermore, the Contractor undertakes and will cause all of its Sub-Contractors to undertake not to disclose or promote its relationship with the City or the VPD in any Communications in a manner which could suggest or create an association, express or implied, between the Contractor and the City or the VPD. Without limiting the generality of the foregoing, the Contractor will not refer to or use any website, domain name, official emblem, logo or mascot of the City or the VPD in any Communications, without the express prior written consent of the City or the VPD.

45.0 Independent Legal Advice

45.1 The Contractor acknowledges that the Contractor has been given the opportunity to seek independent legal advice before executing this Agreement.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement as of the day and year first above written.

VANCOUVER POLICE BOARD:)
)
)
_____)
Chief Constable

Chief Purchasing Official, City of Vancouver)

The Corporate Seal of [CONTRACTOR])
)
was hereunto affixed in the presence of:)
)
)
_____)
Authorized Signatory)
)
)
_____)
Authorized Signatory)

APPENDIX 3 - VANCOUVER POLICE DEPARTMENT CERTIFICATE OF EXISTING INSURANCE

[to be completed and appended to the Proposal]

(INSERT)



**VANCOUVER POLICE
DEPARTMENT**

**CERTIFICATE OF EXISTING INSURANCE
TO BE COMPLETED AND APPENDED TO THE
PROPOSAL/TENDER**



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 and Vancouver Police Board

and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured(s) and is/are in full force and effect.

NAMED INSURED *(must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)*

BUSINESS TRADE NAME or DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

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

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

4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)

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

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

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

6. ☐ UMBRELLA OR ☐ EXCESS LIABILITY INSURANCE **Limits of Liability (Bodily Injury and Property Damage Inclusive) -**

INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Self-Insured Retention \$ _____

7. PROFESSIONAL LIABILITY INSURANCE

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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

Dated _____



CITY OF VANCOUVER
FINANCIAL SERVICES GROUP
Supply Management
Purchasing Services

Request for Proposal

No. PS20110596

Supply of Dry Cleaning and Laundry Services for the Vancouver Police Department

To acknowledge your intent to submit a Proposal, please submit this form to the person identified below before close of business day, May 8, 2012.

Diana Chan, SCMP
Contracting Specialist
City of Vancouver
Fax: (604) 873-7057
Email: purchasing@vancouver.ca

Proponent's details:

Proponent's Name: _____
"Proponent"

Address: _____

Telephone: _____ Fax: _____

Key Contact Person: _____

E-mail: _____ Incorporation Date: _____

Our company **WILL** ☐ / **WILL NOT** ☐ submit a proposal for
"PS20110596 - Supply of Dry Cleaning and Laundry Services
for the Vancouver Police Department "
by the Closing Date (May15, 2012 at 3:00:00 P.M.).

Authorized Signatory and Name of Company (Please print)

E-mail Address (Please print)

Date

**CITY OF VANCOUVER**

FINANCIAL SERVICES GROUP

Supply Management

Purchasing Services

Request for Proposal**No. PS20110596****Supply of Dry Cleaning and Laundry Services for the Vancouver Police Department**

If a Proponent intends to submit a Proposal in response to RFP No. PS20110596, it is mandatory that the Proponent register and attend the Information Meeting, per below.

Date and Time: April 24, 2012 at 2:00 P.M.

Location: Vancouver Police Department,
3585 Graveley Street,
Vancouver, BC

The Proponent shall complete and submit this form prior to close of day, April 20, 2012, in person or by email, to the attention of the contact person shown below.

Diana Chan, SCMP
Contracting Specialist
City of Vancouver
Email: purchasing@vancouver.ca

Proponent's details:

Proponent's Legal Name: _____
"Proponent"

Those Attending:

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

Telephone: _____ Fax: _____

Key Contact Person: _____

E-mail: _____

Purpose: All suppliers are to complete and submit this form with proposals to demonstrate compliance with the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the City's Supplier Code of Conduct (SCC) <http://vancouver.ca/policy_pdf/AF01401P1.pdf>. The SCC defines minimum social standards for City suppliers and their subcontractors based on the International Labour Organization (ILO) core labour conventions and compliance with national and other applicable law of the country of manufacture of products including those laws relating to labour, worker health and safety, and the environment.

Proponents/vendors must comply with these standards upon submitting a proposal 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 proponents/vendors must come into compliance with the SCC. To give effect to this requirement, an authorized signatory of the undersigned proponent/vendor must complete the following declaration and include this declaration with their submission/quotation:

"As an authorized signatory of <insert proponent/vendor name>, I declare that to the best of my knowledge, <insert proponent/vendor name> and our sub-contractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws of the country of manufacture, 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 ILO convention/national law or other	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 disqualification of <insert proponent/vendor name>'s submission/quotation."

Corporate Name of Applicant

Name and Title of Authorized Signatory

Signature

Date

PRIME CONTRACTOR AGREEMENT FORM**1.0 DEFINITIONS****1.1 Owner**

As defined in the Contract, the City of Vancouver as the owner of the Place of the Work.

1.2 Prime Contractor

The Contractor selected by the Owner to be the “prime contractor” at the Place of the Work (the “**Work Site**”) pursuant to and in accordance with Section 118 of the *Workers Compensation Act* (the “**Act**”) with respect to occupational health and safety only.

2.0 RESPONSIBILITIES**2.1 Prime Contractor**

During the Contract, the Prime Contractor will:

- .1 notify the Owner of any changes of status with WorkSafeBC;
- .2 ensure the health and safety of all workers on the Work Site;
- .3 inform all others on the Work Site that it is the Prime Contractor;
- .4 coordinate all occupational health and safety activities for the Work Site;
- .5 do everything practicable to establish and maintain a system or process to ensure all employers at the Work Site comply with the Act and the *Occupational Health and Safety Regulations* (“**OH&S Regulation**”);
- .6 review and complete a “Pre-Job Meeting Form” if requested by the Owner;
- .7 submit the Notice of Project to the WorkSafeBC;
- .8 comply with OH&S Regulation 20.2 for the general requirements of a Notice of Project;
- .9 where workers of two (2) or more employers are working at the same time and the combined workforce is greater than five (5) on the Work Site, identify and designate a Qualified Coordinator to coordinate health and safety activities; and
- .10 provide the information listed in OH&S Regulation 20.3(4) at the Work Site.

2.2 Prime Contractor’s Qualified Coordinator (Construction Only)

The Prime Contractor will cause its Qualified Coordinator to comply with the “Duties of the Qualified Coordinator” as listed in OH&S Regulation 20.3(3).

3.0 DESIGNATION

- 3.1 By signing this agreement, the Contractor agrees to accept all responsibilities of a Prime Contractor as outlined in Part III of the Act and the OH&S Regulation.
- 3.2 Any WorkSafeBC violation by the Prime Contractor may be considered a material breach of contract resulting in possible termination or suspension of the Contract and/or any other actions deemed appropriate at the discretion of the Owner.
- 3.3 Any penalties, sanctions or additional costs levied against the Owner, as a result of the actions of the Prime Contractor, are the responsibility of the Prime Contractor.

The undersigned, having read and understood the information contained in this Agreement hereby accepts all responsibilities of the Prime Contractor for this project.

Date:

Contractor's Name:

Qualified Coordinator Name:

Authorized Signature (*state title*):

(INSERT)



Section 7 b) – Staff to select the required # of days Written Notice before sending out for completion
Section 2 through 7 – to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver and Vancouver Police Board
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 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 the Contract and is/are either an individual(s) or a legally incorporated company(ies)]*

BUSINESS TRADE NAME OR DOING BUSINESS AS

BUSINESS ADDRESS

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

3. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)

Including the following coverages:

- ☒ Personal Injury
- ☒ Cross Liability or Severability of Interest
- ☒ Employees as Additional Insureds
- ☒ Blanket Contractual Liability
- ☒ Broad Form Products and Completed Operations
- ☒ Broad Form Property Damage including Loss of Use
- ☒ Non-Owned Auto Liability

Check Additional Extensions where applicable and included:

- ☐ Work below ground level over 3 metres
- ☐ Excavation, shoring, underpinning, pile driving or caisson
- ☐ Demolition, removal or weakening of support of property
- ☐ Blasting
- ☐ Operation of hoist or attached machinery
- ☐ 24 months Completed Operations

INSURER: _____ POLICY NUMBER: _____

POLICY PERIOD: FROM: _____ To: _____

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

Per Occurrence \$ _____ Aggregate \$ _____

Deductible Per Occurrence \$ _____ All Risk Tenants' Liability \$ _____

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

INSURER: _____

POLICY NUMBER: _____

POLICY PERIOD: From _____ to _____

LIMITS OF LIABILITY:

Combined Single Limit: \$ _____

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

5. ☐ UMBRELLA OR ☐ EXCESS LIABILITY INSURANCE

INSURER: _____

POLICY NUMBER: _____

POLICY PERIOD: From _____ to _____

Limits of Liability (Bodily Injury and Property Damage Inclusive) -

Per Occurrence \$ _____

Aggregate \$ _____

Self-Insured Retention \$ _____

6. OTHER INSURANCE (e.g Contractors Equipment, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

7. POLICY PROVISIONS

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

- a) *The City of Vancouver, the Vancouver Police Board, their 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 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 liability arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver and the Vancouver Police Board shall be in excess of this insurance and shall not contribute to it.*

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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



VPD 1602(09)

VANCOUVER POLICE DEPARTMENT

CIVILIAN SECURITY SCREENING BACKGROUND INFORMATION FORM

The information on this form is collected for the purpose of providing a security screening assessment

PERSONAL INFORMATION

(If more space is required, use a separate sheet of paper and sign each sheet)

	Surname	Given 1 (no initials)	Given 2 (no initials)
Current Name			
Family Name at Birth			
Maiden Name			
All Other Names Used (i.e. nickname)			
DOB: _____ yyyy / mm / dd		Country of Birth	
Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Telephone Number(s) () - () -		Telephone Number(s) () - () -
Current Driver's Licence No		Province or State of Issue	
Previous Driver's Licence No		Province or State of Issue	

RESIDENTIAL INFORMATION

(Provide residential addresses for the last 5 years starting with the most recent)

1. Street Address		From: _____ yyyy / mm / dd	To Present
City, Province or State	Telephone No: () -	Postal Code	Country
2. Street Address		From: _____ yyyy / mm / dd	To: _____ yyyy / mm / dd
City, Province or State	Telephone No: () -	Postal Code	Country
3. Street Address		From: _____ yyyy / mm / dd	To: _____ yyyy / mm / dd
City, Province or State	Telephone No: () -	Postal Code	Country

HISTORY OF OFFENCES IN AND OUTSIDE OF CANADA

(If more space is required, use a separate sheet of paper and sign each sheet)

Have you ever been investigated, charged and/or convicted of an offence for which you have not been granted a pardon? <input type="checkbox"/> No <input type="checkbox"/> Yes	
If yes, list all incidents where you have been investigated, charged and/or convicted of any criminal, other federal, or provincial statutory offences:	
City(s)	Province or State
Country(s)	Name of Police Force
Date of investigation, charge and/or conviction(s): _____ yyyy / mm / dd	

EDUCATION

Name of last school or university you attended full time	Student ID number	Location of Institute
Field of study (Diploma or degree obtained)	From: _____ yyyy / mm / dd	To: _____ yyyy / mm / dd

MARITAL STATUS/COMMON-LAW RELATIONSHIP**Current Status**
☐ Married
 ☐ Common-Law Partnership
 ☐ Separated
 ☐ Widowed
 ☐ Divorced
 ☐ Single
Current Spouse/Common-Law Partner Information

If separated, widowed or divorced, specify date

 yyyy / mm / dd

Surname and Full Given Names	Maiden Name (if applicable)	Current Citizenship	
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Marriage/Common Law Partnership		
Date of Marriage/Common Law Partnership _____ yyyy / mm / dd	City, Province/State, Country of Birth		
Present Street Address			
City, Province or State	Telephone No: () -	Postal Code	Country
Name and Street Address of Present Employer (job title)			
City, Province or State	Telephone No: () -	Postal Code	Country

MARITAL STATUS/COMMON-LAW RELATIONSHIP (continued)**Previous Spouse/Common-Law Partner Information**

Surname and Full Given Names	Maiden Name (if applicable)	Current Citizenship	
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Marriage/Common Law Partnership		
Date of Marriage/Common Law Partnership _____ yyyy / mm / dd	City, Province/State, Country of Birth		
If separated, widowed or divorced, specify date: _____ yyyy / mm / dd	City, Province/State, Country of Divorce		
Present Street Address			
City, Province or State	Telephone No: () -	Postal Code	Country

IMMEDIATE RELATIVES INSIDE & OUTSIDE OF CANADA

Immediate relatives include: adult children (18 years & older), mother, father, brother(s), sister(s), step-family, mother and father In-law

(If more space is required, use a separate sheet of paper and sign each sheet)

1. Surname and Full Given Names	Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Birth	
Complete Address		Date of Death (if applicable): _____ yyyy / mm / dd
Name and Address of Employer		Job Title
2. Surname and Full Given Names	Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Birth	
Complete Address		Date of Death (if applicable): _____ yyyy / mm / dd

Name and Address of Employer		Job Title
3. Surname and Full Given Names	Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Birth	
Complete Address		Date of Death (if applicable): _____ yyyy / mm / dd
Name and Address of Employer		Job Title
4. Surname and Full Given Names	Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Birth	
Complete Address		Date of Death (if applicable): _____ yyyy / mm / dd
Name and Address of Employer		Job Title
5. Surname and Full Given Names	Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Birth	
Complete Address		Date of Death (if applicable): _____ yyyy / mm / dd
Name and Address of Employer		Job Title
6. Surname and Full Given Names	Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Birth	
Complete Address		Date of Death (if applicable): _____ yyyy / mm / dd
Name and Address of Employer		Job Title

7. Surname and Full Given Names	Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Birth	
Complete Address		Date of Death (if applicable): _____ yyyy / mm / dd
Name and Address of Employer		Job Title
8. Surname and Full Given Names	Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Birth	
Complete Address		Date of Death (if applicable): _____ yyyy / mm / dd
Name and Address of Employer		Job Title
9. Surname and Full Given Names	Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Birth	
Complete Address		Date of Death (if applicable): _____ yyyy / mm / dd
Name and Address of Employer		Job Title
10. Surname and Full Given Names	Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Birth	
Complete Address		Date of Death (if applicable): _____ yyyy / mm / dd
Name and Address of Employer		Job Title
FOR COMPLETION BY APPLICANT BORN OUTSIDE CANADA OR BORN IN CANADA HOLDING DUAL CITIZENSHIP		
Date of Entry into Canada: _____ yyyy / mm / dd	Present Citizenship	
If you are a naturalized Canadian, give the birth certificate number and date of issue: # _____ / _____ yyyy / mm / dd		
If you are not naturalized, have you applied for Canadian citizenship? Please provide copy of Immigrant Visa or Record of Landing documentation <input type="checkbox"/> Yes <input type="checkbox"/> No Date of application: _____ yyyy / mm / dd		
Do you maintain citizenship in a country other than Canada? <input type="checkbox"/> Yes; <input type="checkbox"/> No If yes, provide the name of the county and explain why. Name of country: _____		
Have you used a passport other than a Canadian one? <input type="checkbox"/> Yes; <input type="checkbox"/> No If yes, explain: _____		
EMPLOYMENT – PART I (Provide last 10 years of employment, starting with the most recent. If more space is required, use a separate sheet of paper and sign each sheet)		
Were you dismissed or asked to resign from any position(s) listed below?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, give name of employer, supervisor, position title and date Employer: _____ ; Supervisor: _____ ; Position Titles: _____ ; Date: _____ yyyy / mm / dd		

Would your employment be jeopardized if your current supervisor, below, is contacted?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, provide the name of an alternate employment contact and telephone number		Contact:	Telephone No: () -
1. Full name of employer - do not use acronyms (department/organization/agency, if applicable)		From: _____ yyyy / mm / dd	To Present
Job site address (street, city, province /state)		Country	
Job title and brief job description (including rank and service number if applicable)			
Supervisor's full name and job title		Telephone No: () -	
2. Full name of employer - do not use acronyms (department/organization/agency, if applicable)		From: _____ yyyy / mm / dd	To: _____ yyyy / mm / dd
Job site address (street, city, province /state)		Country	
Job title and brief job description (including rank and service number if applicable)			
Supervisor's full name and job title		Telephone No: () -	
3. Full name of employer - do not use acronyms (department/organization/agency, if applicable)		From: _____ yyyy / mm / dd	To: _____ yyyy / mm / dd
Job site address (street, city, province /state)		Country	
Job title and brief job description (including rank and service number if applicable)			
Supervisor's full name and job title		Telephone No: () -	
4. Full name of employer - do not use acronyms (department/organization/agency, if applicable)		From: _____ yyyy / mm / dd	To: _____ yyyy / mm / dd
Job site address (street, city, province /state)		Country	
Job title and brief job description (including rank and service number if applicable)			
Supervisor's full name and job title		Telephone No: () -	
6. Full name of employer - do not use acronyms (department/organization/agency, if applicable)		From: _____ yyyy / mm / dd	To: _____ yyyy / mm / dd
Job site address (street, city, province /state)		Country	
Job title and brief job description (including rank and service number if applicable)			
Supervisor's full name and job title		Telephone No: () -	
7. Full name of employer - do not use acronyms (department/organization/agency, if applicable)		From: _____ yyyy / mm / dd	To: _____ yyyy / mm / dd
Job site address (street, city, province /state)		Country	
Job title and brief job description (including rank and service number if applicable)			
Supervisor's full name and job title		Telephone No: () -	
8. Full name of employer - do not use acronyms (department/organization/agency, if applicable)		From: _____ yyyy / mm / dd	To: _____ yyyy / mm / dd
Job site address (street, city, province /state)		Country	
Job title and brief job description (including rank and service number if applicable)			

Supervisor's full name and job title		Telephone No: () -	
EMPLOYMENT – PART II			
Please detail the history of your activities during periods of non-employment consisting of one month or more:			
CHARACTER REFERENCES IN CANADA			
List three character references (non-family members) and one neighbourhood reference			
1. Full Name (no initials)		Relationship	Period known
Complete home address		Telephone No: () -	
2. Full Name (no initials)		Relationship	Period known
Complete home address		Telephone No: () -	
3. Full Name (no initials)		Relationship	Period known
Complete home address		Telephone No: () -	
4. Full Name (no initials)		Relationship	Period known
Complete home address		Telephone No: () -	
AUTHORIZATION AND CERTIFICATION			
I authorize the Vancouver Police Department to use the information I have here provided, for verification and investigations for the purpose of making enhanced security clearance.			
I hereby certify that the information set out by me in this document is true and correct to the best of my knowledge and belief.			
Signature	Date _____ yyyy / mm / dd	Telephone (home): () -	Telephone (business): () -

Purpose: This document is designed to identify where suppliers are going above the minimum standards in the Supplier Code of Conduct and are demonstrating sustainability leadership in their own operations as part of the evaluation criteria of a bid process.

As part of the City's corporate Purchasing 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 also like to reward vendors that are demonstrating leadership and innovation in sustainability. In order to be able to do so, the City requires that all suppliers bidding on a City contract answer the following questions. The answers to the questionnaire will be evaluated as part of the bid evaluation process.

You will need to be able to verify all your answers to the City upon request. Please keep in mind that these questions relate to your company's internal operations and overall sustainability leadership.

Section 1: Workplace Health & Safety, Wage Rates and Diversity

1. Tell us how your company works to promote workplace health and safety.

a) We have a documented Health & Safety Policy and Program that is openly endorsed by senior management and is updated on an annual basis	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have a Health & Safety Manual that includes safe work procedures, incident investigation process with the intent of prevention, workplace inspection process and emergency preparedness and response.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We conduct hazard assessments and job task-specific health & safety training on an annual basis	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We are registered with one or more of these Safety Management System/Program:		
OHSAS 18001	<input type="checkbox"/> Yes	<input type="checkbox"/> No
CAN/CSA Z1000	<input type="checkbox"/> Yes	<input type="checkbox"/> No
ANSI Z10	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We have a system registered, certified or recognized by another standard	Please specify _____	
f) We adhere to one or more of the ILO health and safety resolutions	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g) We have a non-registered audited health and safety management system	<input type="checkbox"/> Yes	<input type="checkbox"/> No

2. Tell us how you ensure fair wages and employee benefits.

a) We pay all of our staff a minimum wage that meets the regional LICO (See http://www.statcan.gc.ca/pub/75f0002m/2009002/tbl/tbl-2-eng.htm for wage amounts)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We pay benefits to all of our full-time employees	<input type="checkbox"/> Yes	<input type="checkbox"/> No

3. Tell us about your strategy to address diversity in your workplace.

a) We have a policy or strategy to support hiring a diverse workforce	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have a policy or strategy to purchase from diverse contractors/suppliers	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) Our company participates in work/employment training programs for vulnerable/diverse populations (e.g. Social purchasing portal)	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Section 2: Environmental Management & Stewardship

4. Tell us what policies and programs your company has in place to manage its environmental impact.

a) We have a documented Environmental or Sustainability Policy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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b) We have an environmental management system registered to ISO 14001	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We have a system registered, certified or recognized by another standard (e.g. EMAS) Please specify _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have a non-registered audited environmental management system	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We conduct compliance audits to health, safety and environmental legislation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f) We produce a publicly available annual environmental, CSR, sustainability or accountability report	<input type="checkbox"/> Yes	<input type="checkbox"/> No

5. Tell us how your company works to reduce its greenhouse gas (GHG) emissions.

a) We measure our GHG emissions and have developed a reduction strategy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We publicly report our GHG emissions	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We have set publicly available GHG reduction targets	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have set a target for the use of renewable or alternative forms of energy and have developed a strategy to reach this target	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We have retrofitted our facility, our fleet and/or made process improvements to decrease GHG emissions and energy use	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f) We have an alternative transportation program for employees (e.g. public transit subsidy, cycling facilities, carpooling program)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g) We purchase from shipping/delivery companies that have taken steps to reduce their GHG emissions	<input type="checkbox"/> Yes	<input type="checkbox"/> No
h) We operate in third party verified green buildings and have developed a plan to meet third party verified standards (such as LEED, BREEAM, etc) in as many of our facilities as possible Please specify the verification system: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

6. Tell us how your company works to reduce waste in its daily operations.

a) We conduct annual audits to measure the total amount of solid waste generated by our facilities and have a waste reduction strategy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have set publicly available waste reduction targets	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We have an office recycling program that includes office paper, beverage containers, batteries and printer cartridges	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have other recycling programs in our operations Please specify additional materials recycled: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

7. Tell us how your company works to reduce the use of toxins and properly manage hazardous substances

a) We are not in violation with any local, national or international laws related to the use of toxins and management of hazardous substances	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have a Toxic Reduction Strategy/Policy that aims to reduce toxins across all operations	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We measure the implementation of our Toxic Reduction Strategy/Policy against a pre-determined set of performance metrics and verify performance with a third-party	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Section 3: Back-up Documentation to Verify Responses

The City reserves the right to verify responses on this questionnaire and may request some or all of the following documentation.

Section	Question	Back-up Documentation
Section 1: Workplace	Question 1	<ul style="list-style-type: none"> A copy of policies Proof of safety management system certification

Health & Safety, Wage Rates and Diversity	Question 2	<ul style="list-style-type: none"> Documentation of employee benefit packages and a list of those who receive benefits
	Question 3	<ul style="list-style-type: none"> A copy of policies
Section 2: Environmental Management & Stewardship	Question 4	<ul style="list-style-type: none"> A copy of policies Proof of environmental management system certification A copy of public report
	Question 5	<ul style="list-style-type: none"> A copy of public report A copy of reduction targets and related results A copy of LEED, BREEAM, etc. certification
	Question 6	<ul style="list-style-type: none"> Total tonnes of solid waste generated A copy of reduction targets
	Question 7	<ul style="list-style-type: none"> A copy of policy or strategy A copy of reduction targets and related results A copy of third party audit/verification