

REQUEST FOR PROPOSALS



SURREY POLICE SERVICE

Reference Number: 1220-031-2022-001
Title: Laundry Services (including wet cleaning, dry cleaning, repairs and alterations)
Issue Date: December 3, 2021

SUBMISSION INSTRUCTIONS

Email only Submit your proposal in pdf format (unless otherwise set out in the Form of Proposal) to the following email address (the “Closing Place”) by the Closing Time:
purchasing@surrey.ca
Emails should state the Reference Number and Proponent name in the subject line.
Proposals submitted in any other manner **will not be accepted.**

Confirmation of Receipt Promptly contact the procurement at the Address for Inquiries below if you do not receive a receipt confirmation email after submitting a proposal.

File Size Restrictions The maximum file size limit per email is 10MB. You should partition and number large emails and identify the number of transmissions.

KEY DATES

Closing Time: 3:00 pm, Pacific time on **DECEMBER 23, 2021**

ADDENDA AVAILABILITY

Method of Delivery: Addenda will be posted to: www.bcbid.gov.bc.ca and www.surrey.ca . If SPS delivered this RFP directly to Proponents, SPS may deliver addenda directly to those Proponents.

INQUIRIES

All inquiries should be submitted to: purchasing@surrey.ca (the “Address for Inquiries”) no later than the 4 business days prior to the Closing Time, quoting the Reference Number above. **No telephone inquiries, please.**

This Request for Proposals is comprised of the following parts:

| | |
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| COVER PAGE | PART 4 FORM OF PROPOSAL |
| PART 1 INSTRUCTIONS TO PROPONENTS | Cover letter |
| PART 2 SCOPE OF WORK / SPECIFICATIONS | Attachment 1 – Proponent Profile and Qualifications |
| PART 3 CONTRACT TERMS | Attachment 2 – Workplan |
| Schedule A – SCOPE OF WORK / SPECIFICATIONS | Attachment 3 - Financial Proposal |
| Schedule B – COSTS AND PRICING | |
| Schedule C - ADDITIONAL TERMS AND CONDITIONS | |

PART 1 – INSTRUCTIONS TO PROPONENTS

1.1 SECTION A - GENERAL

1.0 PURPOSE AND SCOPE

- 1.1 Through this Request for Proposals (“RFP”), Surrey Police Service (“SPS”) is seeking proposals from proponents (each, a “Proponent”) for the supply of the goods and/or the performance of the services as more particularly described in Part 2 (*Scope of Work/Specifications*) (the “Work” or “Services”). That schedule, with such modifications as may be agreed between SPS and the successful Proponent(s), will be incorporated into the contract between SPS and the successful Proponent(s).
- 1.2 This RFP is issued for and on behalf of SPS. Any right, discretion or authority of SPS is exercisable by SPS, City of Surrey and/or the Surrey Police Board, and any right or benefit conferred on SPS extends to each and all of them.

2.0 INFORMATION SESSION

- 2.1 If reference to an information session is included in the Key Dates section on the cover page, SPS will conduct an information session on the date(s) identified to provide Proponents an opportunity to pose questions. If no reference to information sessions is included on the cover page, SPS reserves the right to conduct information sessions at a later date and will provide notice by addenda. Proponents are encouraged to attend information sessions. Proponents must comply with meeting location requirements as directed by SPS, including as to safety protocols and site access restrictions. If the information session is identified as mandatory on the cover page, Proponents who fail to attend will be deemed non-compliant and ineligible to submit a Proposal. Following the information session, SPS, if it deems necessary, will issue an addendum to this RFP.

3.0 INQUIRIES AND ADDENDA

- 3.1 Proponents finding discrepancies or omissions in the RFP documentation, having doubts as to the meaning or intent of any provision, or having any questions should promptly notify SPS and submit inquiries in accordance with the instructions on the cover page. Responses to inquiries may be distributed to all Proponents at SPS’s discretion.
- 3.2 SPS may, at its sole discretion, issue addenda to this RFP using the delivery method set out on the cover page. All addenda form part of this RFP. Proponents should ensure they have obtained all addenda prior to submitting a proposal.
- 3.3 No communications from any person, whether written or oral, will affect or modify the terms of this RFP, unless contained in this RFP or any addenda issued.

4.0 LOBBYING AND INDIRECT COMMUNICATION

- 4.1 Proponents shall not attempt to communicate, directly or indirectly, with any employee, contractor, officer, director or representative of SPS, Surrey Police Board or City of Surrey about this RFP other than as expressly permitted in this RFP. Proponents shall not discuss this RFP or the RFP process at any Surrey Police Board meeting, City council meeting or with the media at any time prior to contract award. Any such communications will constitute sufficient grounds for disqualification.
- 4.2 Proponents are advised the Surrey Police Board’s and SPS’s conflict of interest policies impose restrictions on board members, employees, officers and directors with respect to accepting gifts or receiving any personal benefit other than what they are entitled to as employees, officers, directors or board members.

1.2 SECTION B - PROPOSAL SUBMISSION

5.0 SUBMISSION INSTRUCTIONS

- 5.1 Proponents should comply with the Submission Instructions on the cover page of this RFP.
- 5.2 A Proponent submits a proposal at its sole risk.
- 5.3 A Proponent bears all risk the receiving equipment functions properly so SPS receives the entire proposal. SPS assumes no responsibility for adequacy of electronic transmissions, or loss of or failure to receive documents, for any reason, including server delays, redirection to spam/junk folders or server. Proposals that cannot be opened or viewed by SPS will be rejected.

6.0 CLOSING TIME

- 6.1 Proposals, signed by the authorized signatory(ies) of the Proponent, must be delivered to the Closing Place no later than the date and time shown on the cover page (the “Closing Time”). All pages of the Proposal must be received by the Closing Time. **Late proposals will not be accepted.**
- 6.2 Proposals submitted prior to the Closing Time may be withdrawn or amended at any time before the Closing Time by written notice signed by the Proponent in the same manner and form as the Proposal, and be delivered to the Closing Place.

SECTION C – CONTENTS OF PROPOSAL

7.0 FORM AND CONTENTS OF PROPOSAL

- 7.1 To facilitate evaluation of proposals, Proponents should use the Form of Proposal set out in Part 4.
- 7.2 Proposals should be submitted in English and should not include web-links or hyperlinks. Any non-English portions

and web links or hyperlinks might not be reviewed or considered.

- 7.3 All requirements utilizing the words “shall” or “must” are mandatory and proposals must substantially comply or fulfill such requirements. All requirements utilizing the words “should” are not mandatory but strongly preferred.

8.0 ACCEPTANCE OF TERMS

- 8.1 The terms and conditions of this RFP (including the contract terms set out in Part 3 (*Contract Terms*)) are deemed to be accepted by the Proponent and incorporated into its proposal, except to the extent expressly excluded, supplemented or replaced in its proposal. The substantial or wholesale replacement of Part 3 (*Contract Terms*) is discouraged and any proposal proposing such a replacement may be subject to rejection.
- 8.2 SPS may accept any proposal submitted, with or without regard to modifications proposed.
- 8.3 By submitting a proposal, a Proponent:
- (a) acknowledges receipt of all addenda issued;
 - (b) represents having the experience, qualifications and resources to meet the requirements of this RFP;
 - (c) authorizes SPS to conduct investigations, searches and enquiries to verify information, whether contained in a proposal or not;
 - (d) represents and warrants its proposal was prepared without fraud or collusion and submitted without consultation, comparison or agreement with any other Proponent, and no key personnel named or any individual on its management team is an officer or director of another Proponent;
 - (e) covenants and agrees it has complied with all applicable laws, including privacy legislation relating to the collection, use, distribution and disclosure of personal information.
 - (f) agrees to negotiate in good faith with the intention to enter into a contract with SPS, substantially in the form set out in Part 3 (*Contract Terms*), and not take any position in negotiations less favourable than the position set out in its proposal; and
 - (g) acknowledges SPS’s rights under this RFP, agrees it has no claim against SPS, and hereby waives any right of action against SPS, for failure to accept its proposal and for any damages or costs of any nature arising out of SPS’s use of its discretion under this RFP; and
 - (h) waives, and will indemnify and hold harmless SPS, Surrey Police Board and City of Surrey, and their respective representatives, agents, consultants, contractors and employees against any claims which arise out of or are related to this RFP.

SECTION D – EVALUATION AND SELECTION

9.0 EVALUATION

- 9.1 Proposals will be opened privately.
- 9.2 SPS will not be required to keep any parts of the proposal separate or undisclosed while carrying out the evaluation.
- 9.3 Proponents will be considered based on the information presented in their proposal, information contained in any prior submissions by the Proponent during any requests for expressions of interest or qualifications with respect to the Work, and on any information obtained by, or on behalf of, SPS during the RFP process, which may include past dealings with SPS, the City of Surrey or the Surrey Police Board.
- 9.4 When evaluating proposals, SPS will consider the Proponent’s experience, reputation and resources, the suitability of the proposed solution in relation to the requirements, the financial impacts, and contract term departures. SPS may further consider any criteria SPS identifies as relevant during the evaluation process. Evaluation criteria may be applied on a comparative basis by comparing one Proponent’s proposal to another Proponent’s proposal. All criteria considered will be applied evenly and fairly to all proposals.

10.0 SHORTLIST

- 10.1 SPS may, in its discretion, establish one or more shortlists of Proponents for further consideration.

11.0 CLARIFICATIONS, PRESENTATIONS AND INTERVIEWS

- 11.1 Whether or not SPS elects to establish a shortlist, SPS may, in its discretion:
- (a) conduct interviews and discussions with one or more of the Proponents and terminate such interviews or discussions for any reason;
 - (b) seek further information or clarifications from one or more Proponents;
 - (c) require any Proponent to provide samples or conduct demonstrations of its proposed Work, deliver presentations of its proposal, and/or participate in question/answer sessions with respect to its proposal, at such times and locations to be scheduled by SPS;
 - (d) attend at any facilities from which the Services would be performed to conduct site visits, at such times to be scheduled by SPS;
 - (e) give any Proponent an opportunity to correct its proposal or to cure, regardless of severity, any non-conformity, non-compliance, irregularity or error;
 - (f) not disclose to any Proponent what information or clarifications were sought from other Proponents;
 - (g) seek different information or clarifications from different Proponents.
- 11.2 SPS shall not be under any obligation to interview, enter into discussions or negotiations with, or solicit or receive further information or clarifications from, any Proponent.

12.0 RIGHT TO VERIFY AND INVESTIGATE

12.1 SPS may, in its discretion, verify information regarding a Proponent, whether contained in its proposal or not, and to conduct any background investigations, searches and enquiries SPS considers necessary.

13.0 NEGOTIATION

13.1 SPS may, in its discretion, engage in discussions and negotiations with one or more Proponents, and conduct such discussions or negotiations serially or concurrently in respect of any of the terms and conditions of the RFP, including but not limited to the purpose of:

- (a) exploring ways to alter, refine or improve the opportunity or the ultimate arrangement or contract;
- (b) attempting to better compare proposals;
- (c) achieving optimal overall results as judged and perceived by SPS; and
- (d) negotiating and finalizing contract(s) based on such discussions and negotiations.

13.2 SPS will not be obligated to offer any modified terms and conditions offered to, or discussed with, one Proponent to any other Proponent.

13.3 SPS is entitled to utilize the information or clarifications received or the modified terms and conditions resulting from any discussions or negotiations in selecting the successful Proponent and in awarding any contract resulting from this RFP.

13.4 SPS may, in its discretion, terminate negotiations at any time.

14.0 FINANCIAL STABILITY

14.1 Before award of contract, the Proponent may be required to furnish evidence satisfactory to SPS, in its discretion, of the necessary facilities, ability and financial resources to fulfill the conditions of the contract.

15.0 CONTRACT

15.1 If, upon selection, a Proponent fails to promptly deliver the executed contract, and any required deliverables, to SPS, SPS may, in its discretion, rescind its award of contract, hold such Proponent liable for damages suffered by SPS, and negotiate and contract with another Proponent.

SECTION E – ADDITIONAL TERMS AND CONDITIONS

16.0 EXERCISE OF DISCRETION AND RESERVATION OF RIGHTS

16.1 SPS's sole obligation is to give consideration to each proposal in accordance with this RFP. Despite any other provision of this RFP, and customs or trade practices to the contrary, SPS has sole and absolute discretion in considering and evaluating proposals, judging the acceptability of proposals, and awarding or not awarding any contract(s). SPS has the right to accept, reject or negotiate changes to proposals for any reason and may negotiate and enter into one or more contracts with one

or more parties (whether or not they have submitted a proposal) as SPS, in its sole discretion, deems most advantageous to SPS. SPS is not obliged to provide reasons to any Proponent with respect to any use of SPS's discretion.

16.2 SPS reserves the right, in its discretion, to:

- (a) accept or reject any or all proposals,
- (b) accept or reject any part of any proposal,
- (c) accept a proposal which is not the lowest cost proposal;
- (d) accept a proposal that deviates from the requirements, scope/specifications or conditions specified in this RFP;
- (e) accept unsolicited proposals;
- (f) reject a proposal even if it is the only proposal received in response to this RFP;
- (g) reject a proposal if the Proponent, or any officer or director of the Proponent, is or has been engaged (directly or indirectly) in a legal action against SPS, the Surrey Police Board or the City of Surrey in relation to any other contract or matter;
- (h) award all or part of the Work; and
- (i) split the scope/specifications between one or more Proponents.

16.3 SPS further reserves the right, in its discretion, to accept or reject all or part of any proposal which:

- (a) is incomplete, obscure, irregular or unrealistic;
- (b) contains unauthorized erasures or corrections;
- (c) contains terms, conditions or provisions unacceptable to SPS;
- (d) is a conditional or qualified offer which is unacceptable to SPS;
- (e) fails to comply with or omits any required or mandatory information; or
- (f) is materially non-compliant with the requirements of this RFP.

16.4 SPS further reserves the right, in its discretion, to:

- (a) amend or clarify any terms or conditions of this RFP and issue addenda;
- (b) cancel, suspend or postpone this RFP process at any time;
- (c) not proceed with award of contract;
- (d) award all or part of the contract to any one or more Proponents or to whomever SPS deems appropriate, including persons who have not responded to this RFP; or
- (e) re-issue the RFP.

16.5 SPS may, in its discretion, elicit offers from other parties (whether or not such parties have responded to this RFP) or engage in another procurement process, including re-issuing a substantially similar RFP or negotiating a contract for the whole or any part of the work with any party, including but not limited to one or more of the Proponents, if:

- (a) only one proposal is received;
- (b) a suitable Proponent has not been selected; or

- (c) a contract has not been agreed to within a reasonable period of time as determined by SPS in its sole discretion.

17.0 WAIVER OF CLAIMS

17.1 SPS shall not, under any circumstances, owe a duty of care or duty of fairness, either by contract or at law, to any Proponent or be responsible for any costs incurred by any Proponent in the preparation of its proposal or for any damages whatsoever arising out of or related to this RFP including arising from rejection of any or all proposals or cancellation or reissuance of this RFP. No Proponent shall have any claim for compensation of any kind whatsoever (including, without limitation, the cost of preparing and submitting a quotation, any anticipated profits, or contributions to overhead) against SPS, the Surrey Police Board or the City of Surrey with respect to this RFP.

18.0 NO RELIANCE

18.1 SPS makes no representation or warranty, express or implied, as to the accuracy or completeness of any information contained or referred to in this RFP. A Proponent is required to exercise due diligence and undertake whatever investigations and analysis it deems necessary before submitting a proposal.

19.0 OWNERSHIP

- 19.1 All proposals submitted become the property of SPS. All writings, programs, plans, drawing and specifications prepared by or on behalf of a Proponent (other than those identified in the proposal as being subject to registered patent or registered trademark protection) may be used by SPS for any purpose.
- 19.2 Proponents may designate portions of its proposal that are proprietary in nature and SPS agrees not to disclose those portions except as required by the evaluation process or as otherwise required by law.

20.0 COSTS AND EXPENSES

20.1 Proponents are solely responsible for their own costs and expenses in connection with this RFP. No Proponent shall have any claim for any compensation of any kind whatsoever as a result of participating in this RFQ.

21.0 DEBRIEFS

- 21.1 At the conclusion of the RFP process, the Proponent may request a debrief but SPS is under no obligation to provide any. If SPS agrees to a debrief:
 - (a) SPS may, in its discretion, require the debrief to occur on terms and conditions specified by SPS;
 - (b) any information provided by SPS during the debrief is provided on a “without prejudice” basis, cannot be relied on by the Proponent for any purpose, and may not represent SPS’s official position with respect to any matter.

22.0 GOVERNING LAW

22.1 This RFP will be governed by and construed in accordance with the laws of British Columbia and within the sole jurisdiction of the courts of British Columbia.

23.0 CONFIDENTIALITY

- 23.1 The contents of this RFP and any information pertaining to SPS, its operations, stakeholders or other persons which is obtained by the Proponent through participation in this RFP is confidential and must not be disclosed without the prior written authorization of SPS, except as required to prepare a proposal. Failure to maintain confidentiality may result in disqualification and may cause SPS to remove the Contractor from SPS’s approved vendor/supplier lists.
- 23.2 Proponents shall return, destroy or delete the RFP documents, and confirm destruction or deletion, if not submitting a Proposal or as otherwise requested by SPS.
- 23.3 All proposal information supplied to SPS by Proponents is understood to be supplied explicitly in confidence. However, the British Columbia *Freedom of Information and Protection of Privacy Act* applies to all proposals and other information provided by Proponents, or collected by SPS, as part of the RFP process. SPS will comply fully with that Act and cannot guarantee any information provided to, or obtained by, SPS can be held in confidence.

24.0 CONDITIONS PRECEDENT

24.1 Despite any other provision of this RFP, SPS advises the Work is conditional upon internal project review and SPS obtaining project funding, permits and approvals on terms and conditions satisfactory to SPS.

PART 2
SCOPE OF WORK / SPECIFICATIONS

[This Part 2 – Scope of Work/Specifications, as may refined through negotiations and discussions between the successful Proponent and SPS, will form Schedule A – Services to the form of Agreement]

1. **Services.** Surrey Police Service (“SPS”) is interesting in procuring pick-up and drop-off laundry services and dry-cleaning services for uniforms and other work-related garments, and including, as supplementary and supporting services, such as the provision of alterations, repairs, and other specialized services such as the application of flashes, crests, epaulettes, braids, chevrons and/or crested buttons and garment management for SPS (the “**Services**”).

SPS is seeking proposals where the cleaning of garments is the primary service and a proponent could also provide other services as supplementary or supporting services. SPS will not consider proposals for only the supplementary or supporting services.

The Services include:

- (a) Delivery - Pick-up and drop-off from/to designated rooms/storage facilities located at various SPS offices/detachments (exact locations to be determined and subject to change);
- (b) Security – Maintaining uniform security at all times (including during pick/up and delivery and while at the cleaning premises) to prevent theft;
- (c) Identification/tracking system - To enable quick and easy identification of garments to facilitate appropriate retrieval by SPS personnel;
- (d) Cleaning requirements – In addition to regular laundry services and dry-cleaning services, adhering to contamination standards and effective treatment, processing and handling of garments as and when required, including:
 - (i) cleaning of garments contaminated with bodily fluids, blood-borne pathogens, hazardous materials, fuel(s), bed bugs, lice, etc.; and
 - (ii) prevention of cross-contamination between contaminated items and non-contaminated items (e.g. contaminated items to be separated from non-contaminated items);
- (e) Alterations, repairs and embellishments
 - (i) Providing minor repairs as part of and to incidental to cleaning without specific SPS request (such as adding missing buttons, re-affixing belt loops, securing loose buttons, crests, flashes and other insignia, minor seam, zipper and rip repairs)
 - (ii) Performing alterations upon request (such as hemming, adjusting clothing fit and zipper replacement)
 - (iii) Applying emblems, crests, flashes, badges, insignia and other embellishments based on specifications and placement provided by SPS and in accordance with SPS’s instructions and requirements. (**Note:** SPS will supply embellishments and crested buttons as and when required.)
- (f) Site Management – Maintaining pick-up/drop-off locations at SPS locations in a clean condition and orderly manner;
- (g) Management reporting – Monthly, quarterly, annual reporting, and specific on-demand reporting as and when required by SPS.

2. **Scope.** The Services are limited to:

- (a) uniforms (duty administrative and formal/dress uniforms) for all ranks of officers;
- (b) garments (suits, shirts, pants, skirts, jackets, outerwear, etc.) for senior officers as designated by SPS from time to time;
- (c) garments (shirts, pants, outerwear, etc.) for plain clothes officers and other personnel as designated by SPS from time to time;
- (d) jackets/outerwear for all ranks of officers; and
- (e) additional items designated from time to time by SPS.

3. **Exclusions**

The Services do not include hats, belts, undergarments, ties, socks, athletic wear (including sweatshirts, sweatpants or yoga pants unless specifically included as part of the Core Cleaning Services for Special Teams/Units shown in Section 6 below) and other items excluded by SPS from time to time.

4. **Pick-up/Drop-off Frequency, Turnaround Times**

| Locations | Number of Officers (estimated) ¹ | Pickup / Drop-off Frequency (required) ² | Turn-around Time (required) ³ |
|---|--|--|---|
| Throughout the City of Surrey. As at proposed commencement date (January 1, 2022), there will be up to 3 locations. The number of locations afterward may increase but final decisions have not yet been made. | Total (uniformed and plain clothes) across all locations: Approx. 200 (uniformed and plainclothes) as at January 1, 2022 and gradually ramping up to approximately 800 (uniformed and plainclothes) by the end of 2023/2024 | Once per day: Monday to Saturday | 3 calendar days |

¹ Staff levels shown are estimates based on current staffing projections and are subject to change. SPS cannot offer any assurances as to timing to reach full staffing levels or that staffing levels will remain constant over the contract term.

² Frequencies of pick-up and drop-off are based on current estimated schedules and are subject to change.

³ Turnaround times reflect regular service requirements. Quicker turnaround times are expected for emergency situations which may arise from time to time.

5. **Representative Goods and Average Estimated Volumes**

The garments range from casual, patrol and special teams uniforms to plain clothes garments to full dress uniforms, and include outwear.

Note: SPS's choice of fabrics for garment items may change over course of the Term, depending on SPS's requirements and to ensure continuous improvements of the range of garment items.

SPS personnel may receive a cleaning allowance which will be determined by SPS. SPS personnel obtaining the Services for any garments exceeding the cleaning allowance will be at their cost and subject to any discounts or pricing provided by the proponent as an ancillary self-pay service.

The average estimated volume of garment items is shown below, for purposes of giving Proponents an order of magnitude only, rather than exact volume requirements. SPS makes no guarantees as to volumes.

Note: SPS facilities will have on-site laundry (washers and dryers) for staff use. Staff may prefer to self-laundry items regularly or from time to time based on need and preferences. The likelihood of self-laundrying cannot be estimated at this time and estimated volumes have not considered this possibility.

Additional cleaning will be on an “as and when required basis”

6. Core Cleaning Services

| Garment | Cleaning Frequency | Estimated Volumes ¹ |
|--|--------------------|---|
| | | (services will gradually increase – estimated at a range of 200 – 800 officers over a 3 year period) Per Officer |
| Duty Uniforms | | |
| Dress Shirts (Male/Female (M/F) Styles) <u>Size Range</u> – XS – 6XL <u>Material</u> – Poly/cotton blend | Weekly | 4 per week |
| Pants – cargo pants ² (M/F) <u>Size Range</u> – XS – 6XL <u>Material</u> - Poly/cotton blend | Weekly | 2 per week |
| Pants – dress pants (M/F) ³ | Weekly | 1 per week |
| Sweater <u>Size Range</u> – XS – 6XL <u>Material</u> - Polyester/worsted wool/ low pill acrylic | Weekly | 1 per week |
| Outerwear / jackets (M/F) <u>Size Range</u> – XS – 4XL <u>Material</u> - Polyester | Monthly | 1 per month |
| Rain wear pants (M/F) <u>Size Range</u> – XS – 4XL <u>Material</u> - Polyester | Weekly | 1 per week |
| Polo Shirts (for training) <u>Size Range</u> – XS – 4XL <u>Material</u> – Polyester/cotton blend | Weekly | 4 per week |

¹ Estimated Volumes. For information only. Quantities shown are estimates of what the actual quantities may be and will be used to compare quotations on a uniform basis. Quantities are subject to change.

² Cargo Pants – Worn by most uniformed officers on patrol

³ Uniform Dress Pants – Worn by senior officers (Chief Constables, Deputies, Superintendents, Inspectors)

| Garment | Cleaning Frequency | Estimated Volumes ¹ <i>(services will gradually increase – estimated at a range of 200 – 800 officers over a 3 year period)</i> |
|---|-----------------------|---|
| | | Per Officer |
| Plain Clothes / Senior Officers | | |
| Dress shirts / blouses (M/F) <i>Size Range – XS – 4XL</i> | Weekly | 4 per week |
| Pants (including dress pants) or Skirts <i>Size Range – XS – 4XL</i> | Weekly | 2 per week |
| Suit jackets | Weekly | 1 per week |
| Dress/Ceremonial Uniforms – with embellishments (crests, metal buttons, insignia, etc.) | | |
| Jackets / Tunics (M/F) <i>Size Range – XS – 4XL</i> | As and when required. | Minimum estimated = twice per year |
| Pants (M/F) <i>Size Range – XS – 4XL</i> | | Minimum estimated = twice per year |
| Special Teams/Units | | |
| To be determined from time to time, and which may include garments for: <ul style="list-style-type: none"> • Bicycle patrol officers; • Motorcycle patrol officers • K-9 (dog) unit members; | As and when required | Specifics unknown at this time |
| Other | | |
| To be determined from time to time | | |

7. **Additional Services**

| Service | Frequency |
|---|---|
| Hemming of pants | Upon request |
| Miscellaneous repairs (zippers, buttons, belt loops, minor tears, seam repair, repairing loose crests and other insignia) | As required when garment submitted for cleaning |
| Sewing crests and other insignia on jackets | Upon request |
| Sewing crests and other insignia on shirts | |
| Apply water repellent | |
| Other: To be determined from time to time | |

8. **Ancillary Self-Pay Service.** In addition to self-pay services for SPS officers exceeding their cleaning allowance, SPS, as a convenience to its employees (police officers, management and civilian personnel), may consider allowing employees, at their own cost, to utilize the successful Proponent for their own personal laundry and dry-cleaning requirements. Although outside of the scope of the Services to be paid for by SPS, SPS has referenced this possibility as an additional service in Part 3 – Form of Proposal to enable proponents to identify the ability, feasibility, process and available discounts for accepting non-SPS items for cleaning (to be picked up/dropped off at same locations and frequency as SPS items) and with direct billing to those persons using this service. SPS will not assume responsibility or liability for the provision of these additional services to its employees (and such services will not be included in the resulting contract between SPS and the successful Proponent(s) arising from this RFP for the Services), but SPS will facilitate setting up the internal process and communications to enable staff to obtain those services.
9. **Term.** The term of the Agreement is expected to be for a 3 year period, with the potential for 2 – one year renewals at the option of SPS. The proposed contract start date is January/February 2022 to permit a mobilization period, with laundering services to commence shortly thereafter.
10. **Requirements.** The requirements set forth in this section are current as of the date of issuance of this RFP and are subject to change or be refined during evaluation of proposals or otherwise (collectively, the “Requirements”). The Requirements will be referred to in the evaluation of Proposals to the extent applicable.
- (a) **Successful Proponent** – Recent experience in providing services similar in scope to the Services, preferably for police and other law enforcement entities;
- (b) **Services** – In addition to any additional requirements set out in the form of Agreement:
- (i) Exact, consistent, and durable workmanship;
 - (ii) Timely delivery of the Services;
 - (iii) Continuity of service and capacity to meet SPS’s estimated volumes and delivery schedules;
 - (iv) Knowledgeable and responsive customer service; and
 - (v) Collaborative and proactive business approach;
- (c) **Performance Expectations** – The Services are to be provided in a manner which:
- (i) will maintain garments as follows:
 - Ensuring cleanliness, good appearance and long life-cycle;
 - Mitigating colour bleeding, including garment colours into flashes attached to shirts;
 - Ensuring finishing of shirts and pants will not result in “shiny” areas;
 - Avoiding pilling, stretching or shrinking;
 - Testing for colourfastness prior to applying intended cleaning method and ensuring colourfastness is maintained throughout the process;
 - Cleaning methodologies will be appropriate for special materials (such as Gore-Tex), garment design (male and female styles, various fabrics (natural and synthetic, etc.), garment embellishments (screen printing, reflective lettering/markings, embroidery, zippers, epaulettes, etc.),

garment accessories (such as buttons, flashes, crests and other insignia) etc.;

- Cleaning methodologies will be appropriate for items contaminated with bodily fluids, blood borne pathogens, hazardous materials, and fuel(s);
- Appropriate laundering and/or dry-cleaning methodologies will be used, and special treatments appropriately applied to maintain the integrity of the garments; and

(ii) will not create an irritation to the garment wearer (e.g. a skin or scent irritant) and will incorporate products and processes to be responsive and adaptable on a case by case basis for person's with specific skin sensitivities or allergies (e.g. fragrance free)

(d) **Capacity and Capability** – The proponent is required to have the capacity and capability to provide the Services and meet the Requirements on a daily basis, and continue to provide the Services and meet the Requirements during periods where volumes increase with little or no advanced notice (such as during emergency situations or special events) and on a rush basis from time to time. The proponent is expected to handle all logistics to support the performance of the Services.

(e) **Supplies** – The Proponent shall purchase, provide and pay for, as part of its operational costs, all labour, materials, supplies and transportation required to provide the Services and meet the Requirements, including products required to treat specialized items, at no additional cost to SPS. SPS shall supply buttons, flashes, crests and other insignia.

(f) **Vehicles and Facilities**

(i) Vehicles used for providing drop-off/pick-up and other services are to have appropriate security features, including GPS/vehicle tracking, alarms, etc.

(ii) The Services, including any supplementary/supporting services, are to be provided in-house at the Proponent's processing facility with appropriate security measures in place, including storage in a secure location with restricted access, alarms, cameras, bars and/or other security features to prevent unauthorized entry through windows and other access points, partitions or other measures to ensure garments are not visible to the public, etc.

(iii) If the Proponent recommends alterations to, or equipment be installed in, SPS laundry pick-up/drop off locations, the Proponent will be responsible for the costs thereof (including cost of design, labour and materials, and, upon expiry or early termination of the resulting contract, restoring the locations to their original condition). Written approval from the SPS Representative will be required prior to making any changes to pick-up/drop off locations, and any changes must not impair the ability for SPS members to access the location 24 hours per day, 7 days a week.

- (g) **Service Logistic and Processing** – The Proponent is required to provide:
- (i) a clear and efficient process for performing the Services, including:
 - pick-up/delivery from/to SPS facilities;
 - drop off/pick up from Proponent facilities;
 - point of sale software / technology;
 - (ii) delivery slips to accompany each item which identifies the owner of the garment (**note: labelling must never include the name of personnel but only an identification number as provided by SPS**), the type of garment, services performed, the pick-up date and the return delivery date (for garments pick up from SPS facilities) and the drop-off and pick up date (for garments dropped off directly to the Contractor's facilities);
 - (iii) a process for handling direct billing/self-pay for:
 - services provided to SPS officers in excess of their permitted cleaning allowances;
 - ancillary services as referred to in section 8 (*Ancillary Self-Pay Service*).
- (h) **Billing** – The Proponent is required to:
- (i) have processes in place to distinguish and handle Services directly billed to SPS and services to be billed as self-pay services;
 - (ii) provide monthly summary invoices detailing volumes and pricing for each garment type, repairs and/or alterations and other items, with back-up documentation, showing individual transactions listed by the SPS member's designated identification number or alternate form of identification proposed by the Proponent.
- (i) **Reporting** – The Proponent will provide detailed reports, with supporting documentation, with respect to the Services performed at such intervals as required by SPS.

Monthly service reports will include the number and types of garments being laundered/dry-cleaned and/or repaired/alterd and associated costs. Each report is to present details in both a summary and detailed format, showing:

- (i) Total number of items serviced during the period, with corresponding costs;
- (ii) Total number of items serviced by member, by period, with corresponding costs;
- (iii) Total number of items serviced by location, by period, with corresponding costs; and
- (iv) Other relevant metrics;

plus, include as supporting documentation:

- (v) Copy of all delivery slips which accompanied each item serviced;
- (vi) Other documentation required by SPS from time to time to validate the performance of the Services and for quality control and quality assurance purposes.

Annual management reports are to include, in addition to Service and cost details consolidating the monthly report details, a description of any commendations received and details of any complaints received. Complaint details should include the date and source of the complaint; a description or an order number for which the complaint was received; detailed summary of the complaint; and resolution method and time taken to address the complaint.

- (j) **Quality Assurance** – The Proponent shall have a quality assurance program and escalation procedure to address lost or damaged garments, and to ensure effective resolution of disputes arising from SPS complaints.
- (k) **Contract Management** - Regular quarterly meetings will be established to evaluate contract performance and operations for the purpose of maintaining high quality standards for the Services. Such meetings will stipulate necessary action steps to be taken to meet and improve/enhance performance of the Services, build efficiencies and maintain standards and expectations.
- (l) **Sustainability/Environmental Considerations** - In addition to any requirements set out in the form of Agreement:
 - (i) Preference for laundering/wet cleaning or dry cleaning when possible and appropriate;
 - (ii) Use of cost effective environmentally-preferable cleaning methods and cleaning agents, and cleaning agents that carry GreenSeal, Ecologo, or U.S. EPA’s Design for the Environment (DfE) certification;
 - (iii) Sustainable and environmentally-preferable goods and services, including limiting the use of plastics and other single use items (bags, garment covers and hangers) and minimizing energy and water use associated with the Services, to minimize impacts to the environment and to minimize potential allergic reactions. Processes should incorporate use of reusable garment bags/totes with no additional packaging, and supply of a hanger collection box at each pick-up/drop off location reuse of hangars by the successful Proponent;
 - (iv) Sustainable and environmentally-preferable processes, including non-paper based (electronic) item tracking and billing, use of reusable/cloth drop-off bags, and a system to recycle hangars; and
 - (v) Where feasible, use of delivery vehicles that use alternative fuels and/or hybrid technology to improve energy efficiency, telematics and/or anti idling software to improve energy efficiency and minimize GHG and other harmful emissions.
- (m) **Security Requirements**
 - (i) Security and background screening of successful proponent, its employees and sub-contractors - Any personnel requiring access to any SPS facilities (including drivers providing pick-up/drop-off services) require a full Enhanced Security Clearance with interview, all costs of which are the responsibility of the Proponent. At the discretion of SPS, other personnel working primarily at the Proponent’s or sub-contractor’s facilities also require security clearances at a

level determined appropriate by SPS based on their scope of work, all costs of which are the responsibility of the Proponent;

(ii) Adequate security measures in place, and/or will be installed and upgraded on an ongoing basis, at the Proponent's or its subcontractor's place(s) of business to the satisfaction of SPS to prevent theft of garments and/or police information, which measures include garment tracking and may include monitored alarm, high definition infrared cameras at all entrance and exit points, concrete barricades or bollards to prevent vehicles from entering the building).

(n) **Access Requirements** – SPS shall at all times be given reasonable access to any facilities and vehicles used for the performance of the Services to enable SPS to ensure compliance with the Agreement, including for quality control purposes and to verify appropriate security measures have been implemented and are being enforced.



**SURREY
POLICE SERVICE**

**PART 3
CONTRACT TERMS**

SERVICES AGREEMENT

(Laundry Services)

Agreement Date: ◆

Reference No.: 1220-031-2022-001

Between:

| | | |
|---|-----|--|
| <p>SURREY POLICE SERVICE 13450 104th Avenue, Surrey, BC V3T 1V8 ("SPS")</p> <p>Representative: [Name, title] Phone: ◆ Email: ◆</p> <hr/> <p>Email for Invoices: SPSinvoices@surrey.ca</p> | and | <p>[CONTRACTOR'S LEGAL NAME] [Address] (the "Contractor")</p> <p>Representative: [Name, title] Phone: ◆ Email: ◆</p> <hr/> <p>Canadian Resident for income tax purposes? <i>(check one)</i> <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, CRA Business No.: ◆</p> <hr/> <p>GST Registration No.: ◆</p> <hr/> <p>WorkSafeBC No.: ◆</p> <hr/> <p>Bus. Licence NO. (incl. jurisdiction): ◆</p> |
|---|-----|--|

1. PERFORMANCE OF SERVICES

1.1 Engagement. SPS hereby retains the Contractor, and the Contractor hereby agrees, to perform the services described in Schedule A (*Services*) and any incidental duties and requirements reasonably inferred from those services and any additional work reasonably required to be done for the fulfillment and completion of this Agreement (collectively, the "Services") during the term set out Schedule C (*Additional Terms and Conditions*) (the "Term") in accordance with the terms and conditions of this agreement, and all appendices, attachments and schedules, and including any amendments thereto (the "Agreement"). Except as otherwise provided in this Agreement, the Contractor must provide all equipment, supplies and facilities necessary to perform the Services.

1.2 Time and Schedule. Time is of the essence of this Agreement. The Contractor will perform the Services within the timelines and by the due dates set out in Schedule A (*Services*); provided that where there are no specified timelines or dates, the Contractor will provide the Services with due expediency as determined by SPS, acting reasonably.

1.3 Expertise and Standard of Care.

- (a) The Contractor will perform the Services in a competent, diligent and efficient manner to the full satisfaction of SPS. In no way limiting the generality of the foregoing, where no standard is expressed in this Agreement, the Contractor will ensure the Services meet or exceed the best professional and commercial standards, practices, methods and procedures applied to the same or similar work and will exercise that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a qualified, skilled and experienced contractor engaged in similar work in the same or similar circumstances.
- (b) The Contractor warrants and represents the Contractor, and any persons performing any part of the Services, have the skills, qualifications, expertise and experience necessary to

perform the Services in a competent, first class and professional manner and will provide the Services with the standard of care, skill and diligence normally provided by an experienced, reputable and professional contractor performing similar services. The Contractor will be responsible for the quality, accuracy, timely completion and coordination of all services performed by or on behalf of the Contractor.

1.4 Relationship. The Contractor is not, and this Agreement does not render, the Contractor an agent or employee of SPS. The Contractor is, and shall at all times, be an independent contractor and does not have authority to bind or commit SPS. The Contractor shall perform the Services under its own superintendence and at its own risk. Nothing herein shall be deemed or construed to create a joint venture, partnership, employment or agency relationship between the parties for any purpose.

2. USE OF EMPLOYEES AND SUBCONTRACTORS

2.1 Personnel and Contractors. The Contractor will perform the Services using only the services of the Contractor and its employees, and/or any subcontractors identified in Schedule A (*Services*), if any, or approved in writing in advance by SPS. The Contractor will not replace or remove any subcontractors from the Services without the prior written approval of SPS. If SPS reasonably objects to the performance, qualifications, experience or suitability of any person performing the Services, then, upon receipt of a written request from SPS, the Contractor will replace such persons.

2.2 Effect of Subcontracting. Despite SPS's consent to subcontracting, the Contractor will not be relieved from its obligations and responsibility under this Agreement. The Contractor is responsible for its subcontractors in the same manner and to the same effect as if the whole of the Services were performed solely by the Contractor and its own personnel and the Contractor shall ensure each subcontractor carries out the obligations of the Contractor under this Agreement as though "Contractor" were read as "Subcontractor".

3. COMPLIANCE

3.1 Compliance with Laws. The Contractor covenants, as a material term of this Agreement, to comply, at its own expense, with all codes, statutes, by-laws, regulations or other laws in force in British Columbia during the Term and, for the purposes of privacy protection, despite any conflicting provision of the law of any jurisdiction outside of Canada. The Contractor will obtain and maintain any permits, licenses or other authorizations necessary for or related to the Services. The Contractor will further comply with policies, procedures and instructions, if any, provided by SPS.

3.2 Police Security Requirements. It is a material term of this Agreement that the Contractor, and any personnel and subcontractors performing the Services, comply with SPS security policies and requirements, including with respect to security measures, security and background screenings and clearances, access restrictions, identification and escorting requirements, and health and safety measures. The Contractor will immediately remove any personnel or subcontractors who do not meet, maintain or comply with any such policies or requirements.

3.3 Safety and Workers' Compensation.

(a) The Contractor must, throughout the Term (i) if an employer, be registered and in good standing with the Workers' Compensation Board (WorkSafeBC), (ii) ensure persons

providing the Services are covered by the *Workers' Compensation Act*; and (iii) upon request, provide a statement from WorkSafeBC demonstrating evidence of compliance with this provision. SPS may withhold payments under this Agreement until any WorkSafeBC premiums, assessments or penalties against the Contractor and related to, or affecting the Services or this Agreement, have been paid in full.

- (b) The Contractor is responsible for ensuring the safety of persons providing, or affected by the provision of, the Services. To the extent a "prime contractor" (as defined in the *Workers Compensation Act*) is not already designated by SPS or the City of Surrey (as the owner of any premises) for any portion of the premises where the Services are being performed, the Contractor shall be and act as the prime contractor and assumes and is wholly responsible for the health and safety of all persons at such premises on the basis described in applicable laws.

3.4 Freedom of Information and Protection of Privacy Act ("FOIPPA"). The Contractor acknowledges SPS is subject to FOIPPA and this Agreement and any records created or provided by the Contractor under this Agreement may be subject to public disclosure. The Contractor agrees to any disclosure of information by SPS as required by law.

4. INVOICING AND PAYMENT

4.1 Payment of Fees and Expenses. Subject to verification of their validity, SPS will pay to the Contractor in Canadian funds, within thirty (30) days of receipt of invoice, subject to any holdbacks:

- (a) the fees for providing the Services, calculated and payable as set out in Schedule B (*Fees and Expenses*) (the "**Fees**"), less any applicable holdbacks; and
- (b) reimbursable expenses, if any, as set out in Schedule B (*Fees and Expenses*) and any other actual out of pocket costs and expenses, without mark-up, approved by SPS in advance (the "**Expenses**").

Each invoice shall set out the Fees, Expenses and other details in accordance with Schedule B (*Fees and Expenses*). SPS may withhold payment of any disputed amounts until the dispute is resolved.

4.2 Holdbacks. In addition to any holdbacks identified in Schedule B (*Fees and Expenses*), as required by and in accordance with the *Income Tax Act (Canada)*, if the Contractor is a non-resident of Canada, SPS will withhold the prescribed amount of tax from each payment and remit this amount to Canada Revenue Agency.

4.3 No Other Compensation. Payment of the Fees and Expenses will be full payment for the Services and the Contractor is not entitled to receive or claim any additional amounts. No payment will be made in respect of costs incurred or time expended by the Contractor to remedy errors or omissions of the Contractor, or to re-perform the Services to the full satisfaction of SPS.

4.4 Non-Waiver – Payments made to the Contractor on account of the Services shall not be construed as a waiver of any right of claim SPS may have against the Contractor arising out of the Contractor's failure to perform the Services in accordance with this Agreement.

4.5 Inspection and Audit. The Contractor will preserve all books, payrolls, accounts and other records with respect to any services, time and expenses which SPS is or has been required to pay, either directly or indirectly, as a result of performance of the Services and will make the same available

for inspection and audit by SPS and its representatives during the Term and for six years thereafter. Any error in a claim for payment or the amount of a payment disclosed on audit will be adjusted between the parties.

5. INSURANCE AND INDEMNITY

5.1 Insurance Requirements.

- (a) The Contractor will obtain, and maintain during the Term, from insurers licensed to conduct business in Canada, the insurance coverages set out in Schedule C (*Additional Terms and Conditions*) and will provide SPS with evidence of coverage in the form satisfactory to SPS prior to the commencement of the Services and thereafter upon request.
- (b) The Contractor shall be responsible for the full amount of all deductibles. Each policy of insurance shall contain a provision requiring the insurer to give SPS at least thirty (30) days written notice of cancellation. The Contractor will give SPS notice of any reduction or material change in coverage at the time the Contractor has been advised by its insurer or, if such changes have been initiated by the Contractor, at the time the Contractor has requested such changes of its insurer. This notice shall be provided at the time the Contractor has advised its insurer of a claim such that the amount of the reserve reduces the amount of available coverage to meet a later claim.

5.2 No Release. The Contractor's obligation to maintain insurance pursuant to this Agreement in no way limits the Contractor's liability and shall not be deemed to be a waiver by SPS to seek indemnification from the Contractor. The Contractor shall be liable for all damages in accordance with this Agreement regardless of whether such damages are excluded by or in excess of the limits of all insurance policies maintained by the Contractor. If an insurer fails or refuses to pay any claims, the Contractor will not be released from its responsibilities and liabilities under this Agreement.

5.3 Waiver of Subrogation. The Contractor hereby waives all rights of recourse against SPS for loss or damage to the Contractor's property.

5.4 Liability and Indemnity. Despite any insurance coverage maintained by SPS, SPS Board or the City of Surrey, the Contractor hereby indemnifies and saves harmless SPS, SPS Board, the City of Surrey, and their respective elected and appointed officials, their directors, officers, and employees (the "Indemnitees"), from and against all claims, loss, damages, demands, complaints, actions, suits, liabilities, proceedings, penalties and/or costs (including actual legal fees and disbursements), arising from or caused by any breach of contract, errors, omissions or negligent acts or omissions of the Contractor, its directors, officers, employees, agents and/or contractors or subcontractors in relation to this Agreement including breach of applicable laws, except to the extent caused by the negligent acts or omissions of the Indemnitees.

5.5 Limitation of Liability. In consideration of the warranties and representations made by the Contractor as to its experience, skills, qualifications and expertise (both of the Contractor and of its employees and subcontractors) to perform the Services and which were relied on by SPS to enter into this Agreement with the Contractor, the Contractor will not be released from responsibility and liability arising under this Agreement or be entitled to any reduction in, or cap on, liability. It is the sole responsibility of the Contractor to conduct its business in a prudent manner, including through the implementation of personnel, performance and risk management measures and the purchase of appropriate insurance coverages and policy limits. Nothing herein,

including the minimum insurance policy limits required hereunder, shall be construed as limiting the amounts for which the Contractor may be legally liable. If for any reason, the liability of the Contractor is or becomes limited in any way, in no event will such limitation of liability apply to insurable claims, third party claims, claims for copyright, trademark or patent infringement, breach of confidentiality or protection of privacy obligations, libel or slander claims, claims based on fraud committed by the Contractor or for wilful misconduct.

6. DEFAULT AND TERMINATION

6.1 Curing Defaults. If the Contractor is in default of any of its obligations under this Agreement, SPS may, but is under no obligation to do so, upon five (5) days' written notice to the Contractor, remedy the default at the Contractor's cost and expense.

6.2 Early Termination. Prior to completion of the Services, SPS may terminate this Agreement:

- (a) upon sixty (60) days' written notice to the Contractor; or
- (b) by written notice to take effect immediately upon receipt if:
 - (1) the Contractor breaches any of its obligations under this Agreement and such breach has not been remedied to the reasonable satisfaction of SPS within five (5) days after delivery of written notice from SPS to the Contractor of such breach; or
 - (2) the Contractor becomes insolvent, bankrupt or has a receiver appointed or makes any proposal under the *Bankruptcy and Insolvency Act* (Canada); or
 - (3) the Contractor, for any reason, becomes incapable of providing the Services; or
 - (4) the Contractor comes under the direct or indirect control of any corporation or person who does not control it at the date of execution of this Agreement.

6.3 Payments upon Termination.

- (a) Except as provided in subsection (b) and subject to SPS's right to set off any damages arising as a result of breach of this Agreement by the Contractor, the Contractor will not be entitled to any compensation for early termination of this Agreement other than for Services rendered up to and including the date of termination.
- (b) If SPS terminates this Agreement under section (a), SPS will pay the Contractor reasonable termination costs in the amount as determined by SPS in its sole discretion having regard to resources allocated to the Services by the Contractor, and contractual commitments to third parties, which the Contractor cannot reasonably reassign, redeploy or otherwise mitigate, and which amount will not include any amount representing lost profits or other profit opportunities.

6.4 Effect of Termination for Breach. If SPS terminates this Agreement under section (b), SPS may, at its sole and absolute discretion, enter into contracts with other persons to complete the Services. The Contractor will promptly reimburse SPS for any incremental costs incurred by SPS for having others perform the Services.

7. CONFIDENTIALITY AND PRIVACY

7.1 Confidentiality.

- (a) Except as required by law or permitted by this Agreement, the Contractor will keep strictly confidential any information, including Personal Information (as that term is defined in

FOIPPA), supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the performance of the Services and which is not already in the public domain, and will not, without the prior express written consent of SPS, disclose or permit to be disclosed any such information to any person or corporation, except on a “need to know” basis as required to complete the Services, provided such person or corporation is bound by confidentiality obligations. The Contractor acknowledges unauthorised use or disclosure may cause irreparable harm to SPS and others and in the event of such unauthorised disclosure or use, SPS will be entitled to obtain injunctive relief against the Contractor without prejudice to any other rights it may have under this Agreement or at law or in equity.

- (b) The confidentiality obligations shall not apply to information which: (1) is known to the Contractor prior to its receipt hereunder; (2) is generally available to the public; (3) has been obtained from a third party which has the right to disclose the same; and (4) is required by law to be disclosed, provided that where disclosure is required by law, the Contractor will, unless prohibited by law, forthwith notify SPS to enable SPS to mount a defense to such disclosure.

7.2 Access to Personal Information. In no way limiting section 7.1 (*Confidentiality*), if, for the purposes of, or while, performing the Services, the Contractor receives, has access to, or collects Personal Information, the Contractor:

- (a) will only access or use the Personal Information if, and to the extent, necessary to perform the Services;
- (b) will protect the Personal Information from unauthorized access, collection, use, disclosure or disposal;
- (c) will not store, access or permit access from, or disclose Personal Information outside of Canada;
- (d) will permit SPS to enter on the Contractor’s premises and will provide reasonable assistance to enable SPS to inspect the security of Personal Information and compliance with this Agreement; and
- (e) will comply with *FOIPPA* and any applicable order of the commissioner under *FOIPPA*.

If the Contractor accesses, whether inadvertant or otherwise, or has the ability to access Personal Information and such access is not required to perform the Services, the Contractor will immediately notify SPS and will further advise SPS of the steps it has taken or will take to address or prevent recurrence.

7.3 Collection of Personal Information.

- (a) The Contractor may only collect Personal Information necessary to perform the Services;
- (b) Unless this Agreement otherwise specifies, the Contractor must collect Personal Information directly from the individual the information is about and must advise the individual:
 - (i) the purpose for collecting the Personal Information and the legal authority for collection; and
 - (ii) the contact information for the person designated by SPS to answer questions about the collection of Personal Information;
- (c) The Contractor must make every reasonable effort to ensure the accuracy of Personal Information to be used to make a decision directly affecting the individual the information is about;

- (d) The Contractor must correct Personal Information within five (5) business days of receiving, and in accordance with, written direction from SPS. The Contractor must further provide corrected Personal Information, within five (5) business days of correction, to any party to whom the Contractor disclosed the information being corrected within the preceding twelve (12) months.
- (e) The Contractor will not disclose the Personal Information without the prior written consent of SPS.
- (f) The Contractor will permit SPS to attend at the Contractor's premises and/or inspect the Contractor's records, to assess the validity of any complaints made with respect to the Personal Information, and to ensure compliance with the privacy requirements of this Agreement.

8. RETURN OF INFORMATION

- (a) At the completion or early termination of this Agreement, or otherwise upon request of SPS, the Contractor will return all confidential information, Personal Information and all other information provided to the Contractor by SPS or anyone on its behalf.
- (b) Despite the foregoing, the Contractor may retain information contained in the Contractor's information management systems to the extent contained on back-up tapes or other back-up media made in the ordinary course of business that are not readily accessible and would not be commercially reasonable to destroy; provided that any such information shall remain subject to the confidentiality and non-disclosure obligations of this Agreement for as long as it is so retained. Nothing herein contained gives the Contractor the authority to disclose any information so retained without SPS's consent, unless required by law.

9. CONFLICT OF INTEREST

9.1 No Gifts or Personal Benefits. The Contractor will not offer or provide any gifts or personal benefit to any director, officer, employee or representative of SPS or the Surrey Police Service Board or any Surrey Police Service Board member. Except as disclosed in writing to SPS prior to the signing of this Agreement, the Contractor does not have any knowledge that any director, officer or employee of SPS or an Associate of them (a) has more than a 10% ownership interest in the Contractor, or (b) has or is entitled to have any interest in this Agreement or any benefit arising therefrom. "Associate" means (a) a spouse, (b) a parent, sibling, child, or the spouse of any one of them, (c) a relative who lives in the person's home, (d) a company in which a person owns shares carrying more than 10% of the voting rights attached to all shares of the corporation, (e) a person's business partner, or (f) a trust or estate of which a person is one of the main beneficiaries or for which the person serves as a trustee.

10. GENERAL

10.1 Representatives. Each party is entitled to deal with the other party's Representative in connection with this Agreement. All rights, powers and entitlements of each party may be exercised and enforced by their Representative.

10.2 Publicity. Except as required by applicable law, the Contractor shall not issue any press release or make any public announcement or disclosure concerning this Agreement and the performance of the Services, including disclosure in any reference list, without the prior written consent of SPS.

The Contractor shall not use SPS's or SPS Board's official marks, trademarks, logos or other marks without their prior written approval.

- 10.3 Disputes.** If a dispute arises under this Agreement, including failure of the parties to reach agreement, either party may request the other party to appoint representatives to meet and attempt to resolve the dispute either by direct negotiations or mediation. If within ninety (90) days of the request for mediation the dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation. Unless otherwise directed by SPS in writing or where the nature of the dispute renders continued performance impossible, the Contractor shall continue to fulfill its obligations pursuant to this Agreement during the resolution of any dispute.
- 10.4 Right of Set Off.** SPS is entitled to set off any amounts owing by the Contractor to SPS against any monies due and owing by SPS to the Contractor.
- 10.5 Notice.** Any notice required to be given may be well and sufficiently given by personal delivery or regular mail addressed to and sent to the party at the address set out on page 1 or such other address as either party may in writing specify, with a copy sent electronically to the email address set out on page 1. During a postal strike, notice must be given by personal delivery. Any notice given will be deemed to be received if delivered, when delivered, and if mailed, seven (7) days after the date of mailing.
- 10.6 Governing Law.** This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. The parties accept the jurisdiction of the courts of British Columbia.
- 10.7 Assignment.** The Contractor will not subcontract or assign its obligations under this Agreement, in whole or in part, without the prior approval of SPS. To protect Personal Information and to comply with the spirit and intent of *FOIPPA*, SPS may refuse to approve any assignment or subcontract to a non-Canadian entity and such refusal shall not be construed as unreasonable. SPS may at any time assign, transfer or subcontract this Agreement in whole or in part to any person, firm or corporation.
- 10.8 Entire Agreement.**
- (a) This Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes all earlier understandings, communications, representations and agreements, whether oral or in writing.
 - (b) Any term or condition contained in any report, invoice, packaging slip, sales receipt, claim, statement or other record submitted by the Contractor and in conflict with, or which purport to expand or limit, the terms of this Agreement, are hereby expressly rejected by SPS without notice.
 - (c) The schedules and appendices attached to this Agreement, and any reports, policies or other documents referenced in this Agreement, are an integral part of this Agreement and are hereby incorporated into this Agreement as a part thereof.
- 10.9 Unenforceability.** If any provision in this Agreement is found to be invalid or unenforceable, that provision shall be severed from the Agreement and the remainder of this Agreement shall remain in full force and effect.
- 10.10 Waiver.** No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach of any other covenant,

obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach. A waiver must be express and in writing before it has legal effect.

10.11 Remedies Cumulative. SPS's remedies under this Agreement are cumulative and in addition to any right or remedy which may be available at law or in equity.

10.12 Further Assurances. The parties will execute and deliver such further transfers, instruments, agreements and other documents to do such further acts and things as may be necessary or desirable to give effect to the terms and conditions of this Agreement.

10.13 Amendments. This agreement may be amended only by agreement in writing, signed by the parties.

10.14 Survival. Sections 4.5 (*Inspection and Audit*), 5.4 (*Liability and Indemnity*), 5.2 (*Limitation of Liability*), and Article 7 (*Confidentiality and Privacy*) will survive the expiration or termination of this Agreement.

10.15 Interpretation

- (a) Headings are inserted for convenience of reference only and will not form part of nor affect the interpretation of this Agreement.
- (b) Wherever the singular, plural, masculine, feminine or neuter is used throughout this agreement the same will be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the context so requires.
- (c) "Includes", "including" and other terms of like import shall not be deemed limited by the specific enumeration of items but shall be deemed to be without limitation and interpreted as if the term was "including without limitation."

10.16 Enurement. This Agreement will be binding upon and will enure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns.

10.17 Counterparts. This Agreement may be executed and delivered in counterparts and in electronic format with the same effect as if all parties had originally signed and delivered the same document and all counterparts will be construed together to constitute one and the same agreement.

WHEREAS the parties have signed this Agreement effective the date set out on page 1 of this Agreement.

SURREY SURREY POLICE

[CONTRACTOR'S LEGAL NAME]

Signature

Name:

Title:

Signature

Name:

Title:

Schedules attached:

- *Schedule A – Services*
- *Schedule B – Fees and Expenses*
- *Schedule C – Additional Terms and Conditions*

**SCHEDULE A
SERVICES**

[Part 2 – Scope of Work/Specifications to the RFP, as may be amended through negotiations between SPS and the successful Proponent, will be incorporated into this Schedule]

**SCHEDULE B
FEES AND EXPENSES**

[Attachment 3 – Financial Proposal to the successful Proponent’s Proposal, as may be amended through negotiations between SPS and the successful Proponent, will be incorporated into this Schedule]

**SCHEDULE C
ADDITIONAL TERMS AND CONDITIONS**

A. TERM

1. *Term.* This Agreement commences on the Agreement Date set out on top of page 1 of this Agreement and continues for a period of three (3) years, unless renewed, or terminated earlier, in accordance with this Agreement (the “**Term**”).
2. *Renewal.* SPS may, at its option, extend the Term on the same terms and conditions for two additional terms of one (1) year by providing the Contractor with written notice of its intention to renew at least thirty (30) days prior to the expiry of the initial Term.
3. *Month to Month Extension.* If SPS continues to utilize the Contractor for the Services following the expiry of this Agreement without having renewed the Agreement or issued any other written agreement to extend the Term, this Agreement shall be deemed to have been renewed on a month-to-month basis on the same terms and conditions and may be cancelled without cause by either party on thirty (30) days prior written notice to the other party; provided that such month-to-month extension shall not exceed twelve (12) months.

B. SUBCONTRACTORS

1. *Subcontractors.* The Services will be performed on behalf of the Contractor by the following subcontractors:

| <u>Name</u> | <u>Title</u> |
|-------------|--------------|
| ◆ | ◆ |
| ◆ | ◆ |

C. INSURANCE COVERAGE

The Contractor will obtain and maintain the following insurance coverages:

- (a) *commercial general liability insurance* - in an amount not less than THREE MILLION (\$3,000,000) DOLLARS inclusive per occurrence against death, bodily injury, property damage or loss howsoever arising directly or indirectly out of the operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include: premises and operators liability, broad form products and completed operations, owners and consultants protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, personal injury, and incidental medical malpractice. SPS, SPS Board and the City of Surrey will be added as additional named insureds;
- (b) *automobile liability insurance* - on all vehicles used in the performance of the Services (whether owned, operated or licensed by the Contractor or its subcontractors) in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property;

- (c) bailee's coverage – in an amount not less than \$250,000 for losses arising to the goods while in the care custody and control of the Contractor;
- (d) other - such other insurance or amendments to the foregoing policies as SPS may reasonably require.

D. USE OF FOREIGN WORKERS

1. If any portion of the Services is performed by persons who are foreign nationals (non-Canadians or individuals who are not permanent residents of Canada), the Contractor shall:
 - (a) comply with applicable Canadian immigration laws, including paying wages that comply with Canadian laws;
 - (b) provide SPS with complete and accurate information reasonably required by SPS to enable SPS to comply with Canadian immigration laws, including the name, passport number, date of birth, gender, country of birth, country of residence and citizenship of each person;
 - (c) keep accurate and complete payroll records for each person; and
 - (d) be responsible for all immigration permits required to perform the Services.

PART 4 – FORM OF PROPOSAL

PROPONENT INFORMATION:

Full Legal Name: _____

Address: _____

GST Registration No: _____ PST Registration No. _____

Business License No. _____ Jurisdiction: _____

(Note: If the scope of work results in services being performed in the City of Surrey, the terms of the City's Business License By-law apply and the Proponent will be required to provide proof of compliance prior to the contract start date)

AUTHORIZED REPRESENTATIVE / KEY CONTACT DETAILS:

Name and title: _____

Phone: _____ Email: _____

TO: SURREY POLICE SERVICE ("SPS") - via email: purchasing@surrey.ca

RE: REQUEST FOR PROPOSALS 1220-031-2022-001 ("RFP")

In furtherance of the RFP issued on behalf of SPS, we, the above-named Proponent, hereby certify we have read and fully understand the RFP documents and hereby submit our offer for the performance of the Work.

SPS may, at its option, accept our proposal for the performance of all or any portion of the Work.

Signed on _____ on behalf of the Proponent by its authorized signatory(ies):
(date)

Signature
Name (please print):
Title (please print):

Signature
Name (please print):
Title (please print):

Attachments:

Attachment 1 – Proponent Profile and Qualifications

Attachment 2 – Workplan and Methodology

Supporting documents:

- Workplan
- Sample delivery slips
- Sample invoices
- Sample management and performance reports
- WorkSafeBC Clearance Letter
- Other

Attachment 3 – Financial Proposal

ATTACHMENT 1 - PROPONENT PROFILE AND QUALIFICATIONS

Notes:

1. If space is insufficient, additional rows/lines or additional pages may be added as necessary.
2. While there is no limit on the number of pages to be submitted, to facilitate the evaluation process provide only relevant information. The inclusion of corporate brochures and other advertising materials is discouraged.

A. **Form of Business Organization** - check and complete as applicable

- Sole Proprietorship
- Partnership – jurisdiction and date of establishment: _____
- Corporation – jurisdiction and date of incorporation: _____
- Joint Venture – identify all joint venturers, and who has primary responsibility for this RFP4 _____

B. **Proponent Summary** (Note: Provide background information (brief history, size, services offered, etc.))

C. **Experience and Qualifications**

Years in the business of performing services the same/similar to the Services:

_____ years

(Note: Describe your relevant experience performing services the same/similar to the Services and your qualifications to perform the Services):

D. **Mandatory Criteria:** (Note: Describe, and attach evidence of, how you meet the mandatory criteria set out in Part 2 (Scope of Work/ Specifications), if any)

E. **Financial References** (Note: Attach financial statements and/or bank references to demonstrate financial stability).

We hereby consent to SPS contacting our financial institution to obtain financial references:

| Name and Address | Contact Name and Title | Contact Telephone Number |
|------------------|------------------------|--------------------------|
| | | |
| | | |

⁴ If the Proponent is a joint-venture/limited partnership, all information requested in sections A and B should be submitted for each participant in the joint-venture/limited partnership. A separate page may be attached for this purpose. The primary representative who shall assume all responsibilities for the Work, if successful, shall be identified.

- F. **Client/Customer References** (Note: List 3 client references (excluding SPS, Surrey Police Board or the City of Surrey), preferably from police/law enforcement organizations, and preferably in Canada or North America).

We hereby consent to SPS contacting references for the purposes of evaluating our proposal.

| Company and Contact Name | Phone / Email | Work Description |
|--------------------------|---------------|------------------|
| | | |
| | | |
| | | |

- G. **Key Personnel** (Note: List key personnel who will be the primary contact for contract and performance management. Include a brief description of their experience, highlighting relevance and successful completion of work similar to the Services and its scope. By providing this information, you warrant and represent you have each individual's consent to disclosure of their personal information in accordance with privacy laws.

| Name and Title | Area of Responsibility | Experience |
|----------------|------------------------|------------|
| | | |
| | | |
| | | |

- H. **Sub-contractors** (Note: List all proposed subcontractors and the work they will undertake. Where final selection has not been made, identify the potential subcontractors from which the selection will be made. If none, indicate "Not Applicable". Evidence sub-contractors meet applicable mandatory criteria set out in Part 2 (Scope of Work / Specifications) should be attached. If any sub-contractors are individuals, by providing this information, you warrant and represent you have each individual's consent to disclosure of their personal information in accordance with privacy laws.)

(Note: As per contract terms, changes to subcontractors are not permitted without written permission of SPS.)

| Name and Address | Contact Name / Phone Number | Area of Responsibility | Experience (including years working with Proponent) |
|------------------|-----------------------------|------------------------|---|
| | | | |
| | | | |
| | | | |

- I. **Conflict of Interest** – check as applicable

- To the best of our knowledge, upon undertaking appropriate investigation and due diligence, we are not aware of any employees or persons who may be involved in this project, being "Associates"⁵ of SPS or Surrey Police Board members, employees, officers or directors.
- We are aware of conflict(s) of interest or potential conflict(s) of interest, as follows:
(Note: Identify parties and their role in the project, confirm their relationship based on the definition of "Associate", and described the proposed solution to manage, minimize or eliminate any perceived or actual conflict(s)):

⁵ "Associate" means (a) a spouse, (b) a parent, sibling, son or daughter, or the spouse of any one of them, (c) a relative who lives in the person's home, (d) a company in which a person owns shares carrying more than 10% of the voting rights attached to all shares of the corporation, (e) a person's business partner, or (f) a trust or estate of which a person is one of the main beneficiaries or for which the person serves as a trustee.

ATTACHMENT 2 – WORKPLAN AND METHODOLOGY

Notes:

1. If space is insufficient, additional rows/lines or additional pages may be added as necessary.
2. While there is no limit on the number of pages to be submitted, to facilitate the evaluation process provide only relevant information. The inclusion of corporate brochures and other advertising materials is discouraged.

A. **Performance Plan** (attach separate page(s))

Provide the following information setting out your performance methodology and workplan (the “**Workplan**”) for the performance of the Services:

- (a) **Capability**– Demonstrate and describe your general capability to perform the Services, your understanding of the Services through a discussion of the key issues, and your ability to meet the requirements of Part 2 (Scope of Work/Specifications) of the RFP and the contract terms.
- (b) **Approach** - Discuss your approach to the performance of the Services. In addition to describing how you will handle day to day regular cleaning cycles, include:
 - *Identification System* – Details of your identification and/or tagging system to facilitate garment pick-up, cleaning, sorting, packaging and drop-off (at same location as pick-up) to enable retrieval by personnel of their items;
 - *Contaminated Goods* – How you will handle the cleaning of contaminated garments, and prevent cross-contamination;
 - *Point of Sale / Billing System*
 - Details of your point of sale software technology
 - Include sample(s) of delivery slips that show details of information, which should include personal identification number (PIN) for each SPS employee, quantity of items serviced, services performed on items
 - Details of billing/invoicing system
 - Include sample(s) of invoices, which should include detailed breakdown by SPS employee (using PIN)
 - *Reporting* - Provide sample of proposed management/performance reports, which should include a summary of items serviced, services performed and billings.
- (c) **Work Methodology** - Provide a clear description of your plan to successfully accomplish the Services.
- (d) **Assumptions** - Include assumptions made to establish your plan and work methodology;
- (e) **Risks** – Include an assessment of risks and mitigation strategies.

Note: The following items may be included as part of your Workplan or you may provide your responses in the spaces below. It is preferred that you not duplicate information already included in your Workplan.

B. **Capability, Capacity, Volume Fluctuations and Rush Orders**

(Note: Describe your capacity to perform the Services, including staffing levels, vehicle availability, number of drivers, etc. Confirm your ability to provide daily pick-up and drop off services as set out in Part 2 (Scope of Work/Specifications) and how you will provide the Services for all locations.)

(Note: Provide details on the facilities from which the Services will be performed)

(Note: Describe how you will: (1) meet the estimated volumes as described in the RFP documents, (2) handle fluctuations if volumes increase with little or no advance notice, and (3) handle rush orders.)

(Note: Describe your proposed processes from individuals to drop-off and pick-up garments to/from your facility(ies). Include the security protocols for handling those garments and to ensure they are identified as part of the SPS contract.)

C. Equipment and Other Resources

(Note: Describe the equipment, technologies, and other resources you will utilize to perform the Services efficiently and effectively and to meet the turnaround times and daily pick-up/drop-off requirements set out in Part 2 – Scope of Work/Specifications of the RFP.)

(Note: Describe any additional resources you will acquire to perform the Services (including equipment to be installed at drop-off/pick-up facilities at SPS locations) and your ability to finance and obtain those resources to meet SPS timelines and to remove them upon termination or expiration of the contract term.)

(Note: Describe the facilities and other resources you expect SPS to provide.)

D. Special Considerations

(Identify your experience with the products you use and their general suitability, including for persons with skin sensitivities, allergies, etc.)

(Describe how you would handle performing the Services for personnel who have skin sensitivities or allergies. Include the logistics of identifying and tracking their garments and ensuring they are cleaned and processed appropriately. Note: SPS expects no premium price will be charged for the use of products and processes to accommodate this situation on a case by case basis.)

E. **Turnaround Times**

General - (check as applicable)

We confirm a 3 day turnaround to provide the core Services from pick-up at SPS facilities or drop-off at our facilities (not including rush orders).

We confirm a 3 day turnaround with exceptions.

(Note: Describe any known or potential issues that may impact your ability to meet the turnaround time, how these issues will affect SPS and any potential mitigation factors.)

Rush Items

(Note: State firm turnaround time, in hours/days, after receipt of garment)

(Note: Describe any known or potential issues that may impact your ability to meet the turnaround time, how these issues will affect SPS and any potential mitigation factors.)

F. **Warranties:** (Note: Identify any warranties offered in addition to those required by the Contract Terms, and describe how your warranty meets the requirements of the Contract Terms)

G. **Quality Assurance and Quality Control:**

(Note: Describe your quality assurance program)

(Note: Describe how you will maintain quality control and meet quality standards in the performance of the Services, including with respect to cleaning, repairs and alterations;)

(Note: Describe how you will take responsibility for and remedy damage to garments caused by inappropriate cleaning methodologies and/or treatments, service deficiencies or sub-standard workmanship by your personnel and/or subcontractors;)

(Describe how you will keep the pick-up/drop-off facilities located at SPS locations in a clean condition and orderly manner;)

H. **CUSTOMER SERVICE:**
Customer Service Approach

(Note: Describe your customer service approach, including issues management, reporting, etc.)

Response and Escalation:

(Note: Describe your escalation process to resolve dispute and manage issues that arise.

I. **Security Protocols and Procedures**

(Note: Describe your processes and procedures for maintaining the security of garments (including during pick-up/drop-off, storage, and cleaning) and maintaining confidentiality of the orders, order details, and other confidential or personal information. Your response should include security measures in place at your facilities (where the Services will be performed) and for vehicles (including methods used to secure vehicle contents and the use of GPS for vehicles, if any)):

J. **Security Clearances/Background Checks** *(Note: Describe your process for performing/updating background checks/security clearances for personnel and sub-contractors to ensure compliance with the security requirements of SPS):*

K. **Protection of Personal and Confidential Information**

(a) Privacy Policy - *(attach your Privacy Policy for review and approval by SPS).*

(b) Storage of Information - *– check as applicable:*

- We will not store confidential and/or sensitive information of SPS or personal information obtained as part of the Work on servers outside of Canada or allow anyone from outside of Canada to access such information.
- We will or may store confidential and/or sensitive information of SPS or personal information obtained as part of the Services on servers outside of Canada, but confirm such information will be encrypted or de-identified, with the encryption keys and/or de-identification keys (as the case may be) stored on servers located within SPS's data centres within Canada.

L. Environmental Stewardship and Sustainability

(Note: Complete the following table to identify the standard cleaning methods and cleaning agents to be used.)

| Garment | Proposed cleaning method (wet cleaning; dry cleaning, etc.) | Active chemical cleaning agents (e.g., propylene glycol ether, PERC, etc.), product name and manufacturer. | Environmental certifications , if applicable (ie. GreenSeal, Ecologo, or the U.S. EPA’s Design for the Environment (DfE) program) |
|--|---|---|--|
| Duty Uniforms – with embellishments (crests, insignia, etc.) | | | |
| Dress Shirts <u>Style/Material:</u> Stryke Class B PDU 78% Polyester/22% cotton Taclite PDU Class B 65% polyester/35% cotton Taclite PDU Rapid 65% Polyester/35% cotton | | | |
| Pants - cargo pants <u>Style/Material:</u> Stryke pants 80% polyester/20% cotton Taclite pants 65% polyester/35% cotton | | | |
| Pants – dress pants | | | |
| Sweater <u>Material:</u> 57% Polyester/28% worsted wool/15% low pill acrylic | | | |
| Outerwear / jackets <u>Material:</u> Polyester | | | |
| Rain wear pants (M/F) <u>Material:</u> Polyester | | | |
| Polo Shirts (for training) <u>Material –</u> Polyester/cotton blend | | | |
| Plain Clothes | | | |
| Dress shirts | | | |
| Blouses | | | |
| Pants (including dress pants ⁶) | | | |
| Skirts | | | |
| Suit jackets ⁷ | | | |

⁶ Uniform Dress Pants – Worn by senior officers (Chief Constables, Deputies, Superintendents, Inspectors)

⁷ Suit Jackets – Worn by senior officers (Chief Constables, Deputies, Superintendents, Inspectors)

| Garment | Proposed cleaning method (wet cleaning; dry cleaning, etc.) | Active chemical cleaning agents (e.g., propylene glycol ether, PERC, etc.), product name and manufacturer. | Environmental certifications, if applicable (ie. GreenSeal, Ecologo, or the U.S. EPA's Design for the Environment (DfE) program) |
|--|---|--|--|
| Dress/Ceremonial Uniforms – with embellishments (crests, metal buttons, insignia, etc.) | | | |
| Jackets / Tunics | | | |
| Pants | | | |
| Other | | | |
| Athletic Wear – such as bike shorts (for bicycle patrols) | | | |
| Pre-Treatment | | | |
| Stain Removal | | | |
| Decontaminants | | | |

(Note: Provide details of the processes, products and equipment you have implemented to reduce environmental impacts of your services, including to: (1) reduce greenhouse gas emission (including use of hybrid or alternative energy vehicles); (2) reduce waste; (3) increase and/or promote recycling; (4) reduce energy use; and (5) use environmentally safe products.)

(Note: Describe how you will implement environmentally friendly processes with respect to garment management. Include as applicable your intention re: use of cloth bags for garment retrieval, reduction in use of plastics, return/recycling program for hangars, etc.)

M. **Contract Terms** - Check one.

- We accept Part 3 (Contract Terms) of the RFP in its entirety.
 We accept Part 3 (Contract Terms) of the RFP with exceptions.

(Note: Identify and describe any proposed exceptions/changes.) (Nothing proposed in this section will apply unless incorporated into the Contract Terms).

| Section | Change Proposed | Reason for Change |
|---------|-----------------|-------------------|
| | | |
| | | |
| | | |

N. **Other Information** (Note: Provide any other details and information you consider relevant or applicable to the RFP and your proposal or that specifically differentiates your proposal from others.)

O. **WorkSafeBC** - Attach clearance letter from WorkSafeBC.

ATTACHMENT 3 – FINANCIAL PROPOSAL

(Note: This Attachment, subject to negotiations between SPS and the successful Proponents(s), will be incorporated into the Contract Terms)

A. *Note: Other than entering data in the spaces provided, or including attachments as necessary, making changes to this form or submitting an alternate format is discouraged. If space is insufficient, additional pages may be added as necessary.*

A. PRICING AND PAYMENT TERMS:

1. Currency. All prices are expressed in Canadian dollars.
2. Firm Pricing. All Fees will be fixed during the initial term (3 years). If Fees are subject to adjust for any renewal term(s), provide adjustment methodology (if any) to be considered for renewal. If no methodology is provided, Fees will be subject to an increase as at the commencement date of each renewal by a percentage no greater than the applicable percentage increase in the Consumer Price Index (All items) for Vancouver, British Columbia as published by Statistics Canada, or any successor government agency from the preceding year.
3. All Inclusive Pricing.
 - (a) Fees are all inclusive, and include all pick-up/drop-off costs from/to SPS facilities, the handling of off-site drop-off/pick-ups to/from the Proponent's facilities, installation and removal of Proponent supplied equipment at SPS facilities.
 - (b) The Contractor is responsible for the payment of its own costs related to the performance of the Services and compliance with the Contract Terms. If the Contractor is entitled to any reimbursement for expenses, such reimbursement will be at cost (without "mark-up") for reasonable out-of-pocket expenses incurred and necessary for the performance of the Services provided such costs have been approved by SPS in writing prior to the costs being incurred.
 - (c) Federal goods and services tax ("GST") and Province of British Columbia provincial sales tax ("PST") is not included in pricing. SPS may increase or decrease quantities without affecting the unit prices shown. Changes after the Effective Date to customs duties or value added taxes will result in a corresponding price adjustment.
4. Holdbacks. SPS may hold back up to 150% of the price for any service performed, without interest, on account of non-compliance or performance issues until remedied to SPS's satisfaction.
5. Invoicing. A written claim for payment should be submitted at least monthly electronically to the email address for invoicing shown on the form of Agreement, setting out:
 - (a) invoice number;
 - (b) Contractor's name, address, and telephone number and GST registration number;
 - (c) Reference number as shown on page 1 of this Agreement;
 - (d) the Services rendered, broken out by individual using the assigned personal identifier number and broken down by by each person during the invoice period, the work performed and each person's charge-out rate;
 - (e) where the Fees include the cost of subcontractors, itemization of the work performed by the subcontractor during the invoice period with supporting documentation attached;
 - (f) listing of Expenses incurred during the invoice period, along with receipts or other documents verifying each Expense;
 - (g) Goods and Services Tax (GST) payable as a separate item.
6. Payment Terms. 30 days following receipt of an invoice by Accounts Payable.
7. Early Payment Discount. A cash discount of _____% will be allowed if invoices are paid within ____ days.

B. FEE CALCULATION / SCHEDULE OF RATES (Examples)

TABLE 1 – CLEANING SERVICES

| Garment | Cleaning Method | Price (per item) | | |
|---|-----------------|------------------|------|------|
| | | 2022 | 2023 | 2024 |
| Duty Uniforms | | | | |
| Dress Shirts (M/F) <i>Style/Material</i> Stryke Class B PDU 78% Polyester/22% cotton Taclite PDU Class B 65% polyester/35% cotton Taclite PDU Rapid 65% Polyester/35% cotton | Wet clean | | | |
| | Dry clean | | | |
| Pants – cargo pants ⁸ (M/F) <i>Style/Material</i> Stryke pants 80% polyester/20% cotton Taclite pants 65% polyester/35% cotton | Wet clean | | | |
| | Dry clean | | | |
| Pants – dress pants (M/F) ⁹ | Wet clean | | | |
| | Dry clean | | | |
| Sweater <i>Material</i> - 57% Polyester/28% worsted wool/15% low pill acrylic | Wet clean | | | |
| | Dry clean | | | |
| Outerwear / jackets (M/F) <i>Material</i> - 100% polyester | Wet clean | | | |
| | Dry clean | | | |
| Rain wear pants (M/F) <i>Material</i> - 100% polyester | Wet clean | | | |
| | Dry clean | | | |
| Polo Shirts (for training) <i>Material</i> – polyester/cotton blend | | | | |
| Plain Clothes | | | | |
| Dress shirts (M/F) | Wet clean | | | |
| | Dry clean | | | |
| Blouses | Wet clean | | | |
| | Dry clean | | | |
| Pants | Wet clean | | | |
| | Dry clean | | | |
| Skirts | Wet clean | | | |

⁸ Cargo Pants – Worn by most uniformed officers on patrol

⁹ Uniform Dress Pants – Worn by senior officers (Chief Constables, Deputies, Superintendents, Inspectors)

| Garment | Cleaning Method | Price (per item) | | |
|---|-----------------|------------------|------|------|
| | | 2022 | 2023 | 2024 |
| | Dry clean | | | |
| Suit jackets | Wet clean | | | |
| | Dry clean | | | |
| Dress/Ceremonial Uniforms – (with embellishments (crests, metal buttons, insignia, etc.) | | | | |
| Jackets / Tunics (M/F) | Wet clean | | | |
| | Dry clean | | | |
| Pants (M/F) | Wet clean | | | |
| | Dry clean | | | |
| Other (as shown as well as any other identified by Proponent) | | | | |
| Athletic Wear – bike shorts (for bicycle patrols) | | | | |
| | | | | |
| | | | | |
| | | | | |

TABLE 2- ADDITIONAL SERVICES

| Service | Details | Price (per service per item) | | |
|--|---------|------------------------------|------|------|
| | | 2022 | 2023 | 2024 |
| Repairs | | | | |
| Miscellaneous minor repairs (zippers, buttons, belt loops, minor tears, seam repair, re-affixing loose crests and other insignia) | | | | |
| Alterations | | | | |
| Hemming of pants | | | | |
| Replacing zippers | | | | |
| Other alterations (related to fit – such as lengthen/shorten sleeves; take in/let out shirts; take in/let out pants, etc): <i>(describe below)</i> | | | | |
| • | | | | |
| • | | | | |
| • | | | | |
| Other | | | | |
| Sewing crests and other insignia on jackets (shoulder crests (x 2), sergeant/staff sergeant chevrons, flashes, name/number badges, etc.) | | | | |
| Sewing crests and other insignia on shirts (shoulder crests (x 2), | | | | |

| Service | Details | Price (per service per item) | | |
|--|---------|------------------------------|------|------|
| | | 2022 | 2023 | 2024 |
| sergeant/staff sergeant chevrons, flashes, name/number badges, etc.) | | | | |
| Apply water repellent | | | | |
| | | | | |

Note: If service included as part of cleaning, identify pricing as “included”

C. DISCOUNT(S):

Volume and Other Discounts: (Note: In addition to any early payment discount identified in A6, identify any other discounts, including based on volume, etc.)

D. ADDITIONAL / VALUE ADDED SERVICES (optional) (Note: Describe in detail any additional or value-added services not specifically requested but offered and the applicable price/rate, if any. There will be no extra costs associated with these services unless such costs are specifically included and explained.)

| Description | Price / Rate |
|-------------|--------------|
| | \$ |
| | \$ |

E. ADDITIONAL EXPENSES: (Note: Fees are stated as inclusive of all expenses, unless otherwise agreed to by SPS. Identify expenses, if any, that would be payable in addition to the Fees)

| Description | Price |
|-------------|-------|
| | \$ |
| | \$ |

F. SELF-PAY PRICING. Identify pricing or discounts, if any, offered for SPS officers exceeding their cleaning allowance, non-police service related items, and personal garments for SPS staff (officers and civilians), all of which would be directly billed to and paid by staff. Although services for personal use are not part of the RFP or the resulting contract, and SPS will not be liable for any payment due for any self-pay services, the personal items may be picked up and dropped off at SPS sites. **Note: While the ability to provide a process for self-pay for costs in excess of officer cleaning allowances is included in the scope of work, the self-pricing for personal use of the laundry services will not be considered during evaluations.**

| Garment | Details / Cleaning Method | Price or Discount | | |
|---------|---------------------------|-------------------|------|------|
| | | 2022 | 2023 | 2024 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |