



CITY OF BURNABY

REQUEST FOR PROPOSAL

#174-09-24

Dry Cleaning Services – Fire Department

September 5, 2024

TABLE OF CONTENTS

Table of Contents 2

1.0 Intent 3

2.0 Document Availability & Responsibility 3

3.0 Proposal Terminology 3

4.0 Minimum Qualifications 4

5.0 Scope of work 5

6.0 Pricing 6

7.0 Instructions to Proponents..... 6

8.0 Clarification and Addenda 8

9.0 General Conditions 9

10.0 Submission Format 12

11.0 Evaluation Criteria..... 12

12.0 Appendices and Attachments 12

1.0 INTENT

The intent of this Request for Proposal (“RFP”) is to obtain Proposals from qualified Proponents for the provision of dry cleaning services for the Burnaby Fire Department (“BFD”) on an “as and when requested” basis, as further detailed herein.

The City of Burnaby (“City”) intends to award multiple Contracts for an initial two (2) year term, with the option to extend for an additional three (3) individual one (1) year terms at the sole discretion of the City, should the service prove reliable and pricing remain competitive in accordance with the attached terms, conditions and requirements.

The Contract(s) would be non-exclusive, meaning the City reserves the right to direct award to one Contractor, shortlist qualified Contractor’s, publicly compete the work or perform the work in-house.

1.1 Background Information

Burnaby is a city in British Columbia, Canada. The BFD is the third largest fire department in the province with 338 employees and seven fire stations. The successful Proponent must be in close proximity to the Burnaby fire stations for the Fire Department members to be able to drop off and pick up their uniforms, which is a mandatory requirement per the Fire Union’s Collective Agreement.

2.0 DOCUMENT AVAILABILITY & RESPONSIBILITY

This RFP is being issued electronically through the on-line bidding system at <https://burnaby.bidsandtenders.ca> where any interested party may download the RFP documents directly from the aforementioned website. No registration, tracking or other recording of RFP document holders will be performed by the City. All addenda, amendments or further information will be published through <https://burnaby.bidsandtenders.ca>. It is the sole responsibility of the Proponent to monitor the website regularly to check for updates.

3.0 PROPOSAL TERMINOLOGY

“**Business Day**” means a day other than a Saturday, Sunday or statutory holiday observed in British Columbia;

“**BFD**” means Burnaby Fire Department;

“**City**” means the City of Burnaby;

“**Contract**” means the written agreement or purchase order resulting from this Request for Proposal awarded to and/or executed by the City and the successful Proponent;

“**Contract Documents**” means the Request for Proposal documents, that part of the Proposal which is accepted by the City, the purchase order and executed agreement, if any, and all applicable specifications and drawings including those issued by the City to the Proponent and those submitted by the Proponent during the performance of the work and accepted by the City, whether produced before or after the date of award of the Contract as the same may be modified, amended, substituted or replaced in accordance with the provisions of the Contract from time to time;

“**Contractor**” means the successful Proponent to this Request for Proposal who is awarded a purchase order or enters into a written Contract with the City;

“**must**” or “**mandatory**” means a requirement that must be met in order for a Proposal to receive consideration;

“**on-line bidding system**” means the bids&tenders website available through <https://burnaby.bidsandtenders.ca;>

“**Proponent**” or “**Proponents**” means a party, a company or an individual that has obtained a copy of this Request for Proposal and submits, or intends to submit, a Proposal in response to this “Request for Proposal”;

“**Proposal**” means the documents of the Proponent delivered to the City offering to perform the work as required under this RFP;

“**Regular Working Hours**” means the hours from 7:30 am to 4:30 p.m., daily, Monday through Friday, except for Statutory Holidays;

“**RFP**” means Request for Proposal;

“**should**” or “**desirable**” means a requirement having a significant degree of importance to the objectives of the Request for Proposal; and

“**Sub-contractor**” means a sub-contractor having a contract with the Contractor for the performance of any part of the work.

“**Work**” means all or any part of the services and/or materials required related to this RFP and the obligations required from the Contractor under the Contract and include a Work change.

4.0 MINIMUM QUALIFICATIONS

The successful Proponent should have the following minimum qualification that are required for consideration of contract award:

- The Proponent should have at least three (3) years of experience servicing contracts of similar in scope;
- The Proponent shall provide Corporate References on **Appendix A Service Price Sheet and Proponent Questionnaire**; and
- The Contractor’s storefront location should be in close proximity to one or more of the eight (8) BFD fire stations:

Fire Station #	Address
1	4867 Sperling Avenue
2	7578 Edmonds Street
3	6511 Marlborough Avenue

4	1600 Greystone Drive
5	4211 Hastings Street
6	3620 Brighton Avenue
7	3151 Gilmore Diversion
8	New Station – Address TBD

5.0 SCOPE OF WORK

5.1 **See Appendix A – Service Price Sheet and Proponent Questionnaire.** The City’s commitment to the Contractor is limited to the volume of goods and services requested by the City and subsequently delivered by the supplier to the City’s satisfaction. No commitment is made to a specific volume of product or service. Where estimated usage has been provided, it is an estimate made in good faith only, but is not to be construed as a commitment to purchase.

5.2 General scope of work:

- The Contractor is required to have the capacity and capability to continue to provide the requirements during periods where volumes increase with little or no advanced notice, such as emergency situations;
- The Contractor should be able to provide a maximum three-day turnaround service;
- The Contractor is required to adhere to contamination standards for the cleaning of BFD garments contaminated with bodily fluids, hazardous materials, and fuel(s);
- The Contractor’s cleaning process shall prevent cross-contamination across different streams (contaminated items shall be separated from non-contaminated items);
- The Contractor is required to provide dry cleaning and laundry services for BFD which will maintain uniforms as follows:
 - Mitigate bleeding of garment colours into flashes attached to shirts;
 - Finishing of shirts and pants will not result in “shiny” areas;
 - Cleaning methodologies will be appropriate for special materials including, but not limited to, Gore-Tex and Nomex; and
 - Cleaning methodologies will be appropriate for items contaminated with bodily fluids, blood- borne pathogens, hazardous materials, and fuel(s).
- The Contractor shall use appropriate dry cleaning and laundering methodologies, and apply appropriate special treatments that may be required to maintain the integrity of garments;
- The Contractor shall be responsible for damage to City garments caused by inappropriate methodologies and/or treatments, and shall pay full replacement costs to the City;
- The Contractor shall purchase and pay for, as part of its operational costs, all related supplies required in the provision of the requirements, including products required to treat specialized uniform items. Note: the City shall provide the Contractor with braid, emblems, and crested buttons;

- The Contractor shall provide all services described in the requirements in-house at the Contractor's processing facility (e.g. services such as alterations, repairs, application of braids, emblems, or crested buttons should be performed in the Contractor's processing facility);
- The Contractor is required to provide delivery slips to accompany each item returned to each BFD member. The delivery slip will:
 - Identify the owner of the garment;
 - Identify the type of garment;
 - State the service performed; and
 - State the drop-off and pickup dates.
- The Contractor's monthly invoices should include summaries of volumes and costs, by location;
- The Contractor shall provide a single point-of-contact for the City in relation to contract management and customer service;
- The Contractor shall have a quality assurance program and escalation procedure to address lost or damaged garments, and to ensure effective resolution of disputes arising from City complaints;
- Sustainability:
 - The Contractor shall offer cost-effective environmentally-preferable cleaning methods and cleaning agents, to minimize impacts to the environment including human, plant and animal health, and to minimize potential allergic reactions to the users of the uniforms and other items;
 - The Contractor shall minimize energy and water use associated with the laundering and dry cleaning equipment used to provide the requirements; and
 - If available, the successful Proponent shall offer solutions that minimize or divert packaging waste from the landfill (e.g. using reusable garment bags/totes).
- The Contractor shall enter into a Form of Agreement (see **Attachment A – Sample Form of Agreement**) with the City, upon contract award.

6.0 PRICING

6.1 See **Appendix A – Service Price Sheet and Proponent Questionnaire**.

6.2 Prices proposed shall be held firm for the initial Contract term. If the City elects to extend the contract for additional terms and the Contractor considers changing its prices, a written request shall be submitted for review by the City. Proponents may propose methodology for the City to consider price increases otherwise the City will not consider any price increases that exceed the Canadian published Consumer Price Index for British Columbia "All Items".

6.3 The proposed prices shall be firm, expressed in Canadian dollars and include all costs (labour, equipment, tools, materials, transportation and all other fees) associated for the provision of the services as specified except GST & PST, which are to be shown separately.

7.0 INSTRUCTIONS TO PROPONENTS

7.1 ELECTRONIC SUBMISSIONS ONLY, shall be received by the on-line bidding system. Hardcopy submissions not permitted.

Proponents are cautioned that the timing of their submission is based on when the Proposal is RECEIVED by the on-line bidding system, not when a Proposal is submitted, as transmission can be delayed due to file transfer size, transmission speed, etc.

For the above reasons, it is recommended that sufficient time is given to complete your submission and to resolve any issues that may arise. **The closing time and date shall be determined by the on-line bidding system's web clock.**

Proponents should contact bids&tenders support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The on-line bidding system will send a confirmation email to the Proponent advising that their Proposal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.ca.

Late submissions are not permitted by the on-line bidding system.

ELECTRONIC SUBMISSIONS of the Proposal marked **“RFP#174-09-24 Dry Cleaning Services – Fire Department** , bearing the name of the firm or individual bidding, will be received up to **3:00 p.m. PST Time September 26, 2024 through the on-line bidding system.**

7.2 Proposals should be complete in every respect, signatures/initials of authorized persons on all pages and responses to all specifications and information requested. Failure to comply with this requirement may result in rejection of the Proposal. Any and all departures from and clarifications to the RFP documents, should clearly be identified.

7.3 No unsolicited alterations or amendments to the Proposal submitted will be considered after the specified closing time.

7.4 Proponents should carefully read the specifications attached. Any and all clarifications or exceptions to these specifications should be clearly indicated.

7.5 The City reserves the right to waive any informality in Proposals received when such waiver is in the best interest of the City, and to reject the Proposal of any Proponents, who, in the judgment of the City, is not in a position to satisfactorily perform the work of the RFP documents.

7.6 The lowest cost or any Proposal received will not necessarily be accepted. The City reserves the right to reject any or all Proposals received.

7.7 The award of this RFP, in whole or in part, is subject to the availability of funds and executive approval.

7.8 The City reserves the right to issue Contracts to more than one Proponent and/or issue like items to a Contractor when it is in the City's best interest.

7.9 Inspection and acceptance of the items will be made at delivery locations as advised.

7.10 The City reserves the right to conduct semi-annual or as needed business and performance reviews with the Contractor.

7.11 Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP and by submitting a Proposal, each Proponent shall be deemed to have agreed that it has no claim.

7.12 The City reserves the right to accept a Proposal which is not the lowest in price, to reject any or all Proposals, to waive informalities, irregularities or other deficiencies in any Proposal and to accept a Proposal which does not conform strictly to the requirements of the RFP documents, give preference to Proposals where the products, services or work methods are considered by the City in its absolute discretion to be superior, as well as cost effective, relative to products, services or work methods offered in environmentally other Proposals, give preference to Proposals which demonstrate products, services or work methods which are environmentally sensitive and which protect and preserve the natural environment, accept any Proposal it considers advantageous, and evaluate Proposals on the overall costs to it in respect of the performance of work, as estimated by it on all factors it deems relevant, including but not limited to, technical ability, commercial credibility, financial resources, environmental responsibility, the safety compliance record of the Proponent, non-performance by the Proponent on previous contracts with the City, increased cost anticipated by the City resulting from extra work in respect of inspection, contract administration or dispute resolution, and any security or safety concerns which the City may have in respect of the Proponent or its facilities or suppliers.

7.13 Proponents should submit a basic Proposal but may submit an alternate Proposal that may be less costly, of equivalent or better value to the City. Alternate Proposals should be clearly indicated as such. It is the City's intent to procure the specified products where possible in conjunction with best overall value to the City

8.0 CLARIFICATION AND ADDENDA

If a Proponent is in doubt as to the true meaning of any part of this RFP document, or finds omissions, discrepancies or ambiguities, a request for interpretation or correction shall be submitted at least five (5) working days prior to the closing date and, if deemed necessary by the City, an addendum will be issued on the bids&tenders website through <https://burnaby.bidsandtenders.ca>. This procedure also applies should the City, of its own accord, wish to expand or delete any part of these terms of reference.

The City may amend any term, condition, specification, instruction or requirement contained in this RFP, or in any information supplied with or following this RFP, at any time, before or after the closing time for submission of the Proposal. The City may cancel this RFP at any time.

In the event that the City determines that any clarification or change is required, the City will issue a written and numbered addendum and publish on the bids&tenders website through <https://burnaby.bidsandtenders.ca>.

The Proponent shall acknowledge all addendums within their Proposal. Failure to do so may result in the Proposal being rejected.

Questions related to this RFP are to be submitted ONLY to the Purchasing representative through the bids &tenders website at <https://burnaby.bidsandtenders.ca> by clicking on the "Submit a Question" button for this specific opportunity.

The Proponent is instructed not to direct queries to the attention of parties outside the Purchasing department, including any departments of the City, its subsidiaries, staff, Council members, consultants or other Proponents. Information obtained from any other source is not official and may be inaccurate. The City will not be bound by any informal explanation, clarification or interpretation, whether given orally or in writing, by whomsoever made, that is not incorporated into an addendum to the RFP documents.

9.0 GENERAL CONDITIONS

1. Time is of the Essence

Time is of the essence to this Contract.

2. Delivery

The Contractor agrees to arrange and to pay for, transportation and delivery of any equipment and materials required by the Contractor to carry out the work of the Contract.

3. Work Approval

The whole of the work or service and the manner of performing the same shall be done to the entire satisfaction and approval of the City's representative and he shall be the sole judge of the work or service and materials in respect of both quantity and quality, and his decisions with regard to work or service and materials shall be final and binding upon the Contractor.

4. Warranty

Full warranty details to be included with Proposal.

5. Payment for Labour and Materials

The Contractor shall pay any and all accounts for labour, (including Workers' Compensation, Employment Insurance assessments and wage and salary deductions required by law), services and materials used by them during the fulfillment of this Contract as and when such accounts become due and payable, and shall furnish the City with proof of payment of such accounts in such form and as often as the City may request. Should payment of such accounts not be made when and as the same become due, the City shall be at liberty to pay the same and all monies so paid by the City shall be charged to the Contractor.

6. Indemnity

The Contractor shall indemnify and save harmless the City and its elected officials, officers, servants, employees, volunteers and agents from and against all claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature (including but not limiting the generality of the foregoing, in respect of death, injury, loss or damage to any person or property) arising in any way out of or connected with the work by the Contractor under this agreement, except to the proportionate extent that such actions, claims, demands, proceedings, suits, losses, damages, costs and expenses were caused by the indemnified parties or any of them.

7. Prior Consent To Assign

This Contract, or any part of it, or any benefit or interest in it, shall not be assigned by the Contractor without the prior written consent of the City and shall be deemed not to be an asset of the Contractor in the event of bankruptcy.

8. Title

The equipment and materials remain under the care, custody and control of the Contractor and at the risk of the Contractor until equipment including all accessories, documentation and manuals, are delivered to, received and approved by the City at the specified destination.

9. Review

If either of the parties deems a change in the scope of work exists, a request may be made by the party for a fair and reasonable adjustment of either or both of an amount required to be paid, or a period of time within which work is to be performed, under the Contract. Where permitted under the Contract, the parties' representatives shall make every effort to reach agreement on, and, failing such agreement, the City's representative shall establish any adjustment to be made.

10. Compliance with Laws

The Contractor shall give all notices and obtain all the licences and permits required to perform the work. The Contractor shall comply with all the laws applicable to the work or performance of the Contract.

11. Governing Law

This Request for Proposal and any Contract entered into between the successful Proponent(s) and the City will be governed by and be in accordance with the laws of the Province of British Columbia.

12. Termination of Contract

The City may, by notice of default to the Contractor, terminate in whole or in part the Contract if the Contractor fails to make delivery of the item or to perform satisfactory work at the sole discretion of the City, on any provision of the Contract, and within the time specified, or within a reasonable time if no time is specified.

13. Force Majeure

Notwithstanding anything herein to the contrary, the parties hereto shall not be deemed in default with respect to the performance or any of, or in compliance with the terms, covenants, agreements, conditions, or provisos of the Contract, if the failure to perform or comply shall be due to any strike, lockout, civil commotion, invasion, rebellion, hostilities, sabotage, acts of God or causes otherwise beyond the control of the parties.

14. Ownership of Proposals and Freedom of Information

All documents, including Proposals, submitted to the City become the property of the City. They will be received and held in confidence by the City, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

15. Conflict of Interest

Proposals will not be evaluated if the proponent's current or past corporate or other interests may, in the City's opinion, give rise to a conflict of interest in connection with this or other projects. Proponents are further cautioned that the acceptance of their proposals may preclude their participation as a proponent in subsequent RFP's where a conflict of interest may arise.

16. Shortlisting Proponents

The City may elect to short list Proponents in stages as deemed necessary. Short listed Proponents may be asked, at the sole discretion of the City, to provide additional information or details for clarification, which may be used as part of the evaluation process.

The City may elect to enter into negotiations with the lead Proponent or with any other Proponent concurrently. In no event will the City be required to offer any modified terms to any Proposal prior to entering into a Contract, and the City will not be liable to any Proponent as a result of such negotiations. The City reserves the right to award more than one contract.

18. Sub-Contractors

Use of any sub-contractor must be clearly identified in the Proposal submission. Any party who may be participating in the Proposal must be clearly identified. However, in the case of joint submissions, one party must be named as taking overall responsibility for successful completion of the work defined in the Proposal. All sub-contractors must be pre-approved by City staff.

19. Award of Contract

Award of a Contract is contingent on funds being approved and the contract award being made by the appropriate City authority.

20. Electronic Funds Transfer Payments

Prior to starting the work, the Contractor must provide the City's Purchasing Department with the Contractor's banking information required for EFT payment if not already on file.

Payments to the Contractor shall be processed by EFT (Electronic Funds Transfer - a direct deposit into the Contractor's bank account in Canada). A Payment Advice Notice pertaining to the EFT payment is emailed to the Contractor in advance of the deposit being made. The Contractor is required to accept payment by EFT as a commitment to the environmental form of payment selected by the City.

The Contractor shall be paid net thirty (30) days from receipt of invoice and acceptance of the goods and materials, whichever is the later.

Payment shall be in Canadian funds, unless otherwise stated by the City.

21. WorkSafe BC

The Contractor must be in good standing with the WorkSafeBC. The Proponent should submit with their Proposal a Clearance Letter from the Workers' Compensation Board confirming that it is currently in good standing. The Contractor shall be deemed the 'prime contractor' as defined by WorkSafeBC.

The Contractor shall comply with all safety regulations and procedures required by law or by the City and shall take all reasonable steps to ensure that no person is injured or property damaged or lost due to the performance of the work.

The job sites must be kept clean and safe during and at completion of the Work.

The Contractor must have a valid City Business License. Please provide the License Number. If the Contractor does not have a Burnaby Business License, prior to commencing the work, they will be

required to obtain a Business License and provide proof of the Business License to the Purchasing Manager.

No work is to commence until a valid Insurance Certificate, WorkSafeBC Clearance Letter and Burnaby Business License are on file with the City.

The Contractor shall, at its own expense, and in accordance with General Conditions, make good all areas affected by the work, and shall replace and repair any damage to facilities or grounds caused by its workers.

The Contractor shall ensure that all WorkSafeBC safety rules and regulations are observed during performance of the Contract, not only by the Consultant but also by any and all sub-contractor(s) and others engaged by the Contractor in performance of the Contract.

10.0 SUBMISSION FORMAT

For ease of evaluation, Proponents are asked to submit their Proposals in the following format:

- 1. Submit the completed Appendix A: Service Price Sheet (Tab 1) and Proponent Questionnaire (Tab 2)**

11.0 EVALUATION CRITERIA

Each compliant Proposal will be evaluated on the overall value that the Proposal represents to the City based on the following criteria:

Evaluation Criteria	Weighting
Capability and Experience	25%
Methodology	35%
Price	35%
Value Added Offerings	5%

The lowest price submission or any proposal may not necessarily be accepted.

12.0 APPENDICES AND ATTACHMENTS

Appendix A – Service Price Sheet and Proponent Questionnaire
Appendix B – Proposed Sub-contractors

Attachment A – Sample Form of Agreement