REQUEST FOR PROPOSALS

SUPPLY AND DELIVERY OF GRINDERS

RFP No. PS20160800

Issue Date: March 1, 2017

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

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PART A – INFORMATION AND INSTRUCTIONS

1.0 THE RFP

1.1 This Request for Proposals (the **"RFP"**) provides an opportunity to submit proposals for review by the City and, depending on the City's evaluation of proposals, among other factors, to potentially negotiate with the City to enter into a contract. **EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 1 TO PART C OF THE RFP: (I) NO PART OF THE RFP CONSISTS OF AN OFFER BY THE CITY TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFP IS LEGALLY BINDING ON THE CITY.**

1.2 The RFP concerns the City's interest in procuring heavy duty horizontal feed grinders or shredders for Vancouver Landfills composting facility. Details of the City's objectives and requirements to which the RFP relates are set out in Part B of the RFP. The City welcomes proposals that are responsive to this RFP ("**Proposals**") respecting innovative or novel approaches to the City's objectives and requirements.

1.3 The City is interested in selecting an entity, which is not, by the terms hereof, barred from submitting a Proposal, and which does submit a Proposal (each such entity, a "**Proponent**") with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of a contract between the Proponent and the City (such a contract, an "**Agreement**"). However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.

1.4 The City currently intends that Proposals will be evaluated by the City in relation to their overall value, which will be assessed in the City's sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section 8 below, among others.

1.5 **NO BID SECURITY IS REQUIRED FROM PROPONENTS IN CONNECTION WITH THE SUBMISSION OF PROPOSALS BECAUSE NO PROPOSAL WILL BE DEEMED TO BE AN IRREVOCABLE OR OTHERWISE BINDING LEGAL OFFER BY A PROPONENT TO THE CITY. THE LEGAL OBLIGATIONS OF A PROPONENT THAT WILL ARISE UPON THE SUBMISSION OF ITS PROPOSAL WILL BE LIMITED TO THE TERMS AND CONDITIONS STATED UNDER THE HEADING "LEGAL TERMS & CONDITIONS" IN APPENDIX 1 TO THE FORM OF PROPOSAL.**

1.6 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.

1.7 The RFP consists of four parts, plus appendices:

(a) PART A – INFORMATION AND INSTRUCTIONS: This part is intended to serve as a guide to the RFP process for Proponents.

(b) PART B – CITY REQUIREMENTS: This part describes the subject matter of the RFP, in respect of which the City invites Proposals.

(c) PART C – FORM OF PROPOSAL: This is the form in which the Proposal should be submitted.

(d) PART D - FORM OF AGREEMENT: This part contains a model Agreement (the "**Form of Agreement**"). Any Agreement resulting from the RFP is expected to be substantially in the form of the Form of Agreement.

2.0 KEY DATES

2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for Enquiries	3:00pm on Thursday March 23, 2017
Closing Time	3:00pm on Thursday March 30, 2017

2.2 All references to time in the RFP are references to the time in the City of Vancouver, as shown on the clock used by the City for the purposes of requests for proposals.

3.0 CONTACT PERSON

3.1 All enquiries regarding the RFP must be addressed to:

Julia Crosby
Julia.crosby@vancouver.ca

3.2 All enquiries must be made in writing. In-person or telephone enquiries are not permitted.

3.3 **IF A POTENTIAL PROPONENT BELIEVES THAT THE CITY MAY BE UNABLE TO SELECT IT DUE TO A CONFLICT OF INTEREST, BUT IS UNCERTAIN ABOUT THIS, THE POTENTIAL PROPONENT IS URGED TO CONTACT THE ABOVE-MENTIONED INDIVIDUAL AS SOON AS POSSIBLE WITH THE RELEVANT INFORMATION SO THAT THE CITY MAY ADVISE THE POTENTIAL PROPONENT REGARDING THE MATTER.**

4.0 SUBMISSION OF PROPOSALS

4.1 Proponents should submit their Proposals on or before the time and date specified in the bottom row of the table in Section 2.1 above (the "**Closing Time**").

4.2 Each Proponent should submit its Proposal in an envelope clearly marked with the Proponent's name and the RFP title and number "Supply and Delivery of Grinders; PS20160912" to the following address:

City of Vancouver
Supply Chain Management
4th Floor, Vancouver City Hall
453 West 12th Avenue
Vancouver, British Columbia
Canada, V5Y 1V4

Notwithstanding the foregoing, envelopes submitted by courier or otherwise in-person should be delivered to the drop box at:

Supply Chain Management
4th Floor, Vancouver City Hall
453 West 12th Avenue

Vancouver, British Columbia
Canada, V5Y 1V4

4.3 To be considered by the City, a Proposal must be submitted in the form set out in Part C (the "**Form of Proposal**"), completed and duly executed by the relevant Proponent.

4.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.

4.5 Proposals must not be submitted by fax or email.

4.6 The City requests that one hard copy and one electronic copy (on a CD, flash drive, memory stick or similar medium) of each Proposal (or amendment) be submitted.

4.7 Proposals should not be bound in three-ring binders.

4.8 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.

4.9 All costs associated with the preparation and submission of a Proposal, including any costs incurred by a Proponent after the Closing Time, will be borne solely by the Proponent.

4.10 Unnecessarily elaborate Proposals are discouraged. Proposals should be limited to the items specified in Part C of the RFP.

4.11 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium solely for the purpose of submitting a joint Proposal in response to the RFP, provided that they disclose the names of all members of the consortium and all members complete and sign the first page of the Form of Proposal. Nonetheless, the City has a strong preference for Proposals submitted by a single Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.

4.12 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City's sole discretion.

5.0 CHANGES TO THE RFP AND FURTHER INFORMATION

5.1 The City may amend the RFP or make additions to it at any time.

5.2 It is the sole responsibility of Proponents to check the City's website at: http://vancouver.ca/doing-business/open-bids.aspx regularly for amendments, addenda, and questions and answers in relation to the RFP.

5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2

6.0 PROPOSED TERM OF ENGAGEMENT

6.1 The term of any Agreement is expected to be a 3-year period, with 2 possible 1-year extensions, for a maximum total term of 5 years.

7.0 PRICING

7.1 All prices quoted in any Proposal are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.

7.2 Prices must be quoted in Canadian currency.

7.3 Prices are to be quoted CIP, destination (Incoterms, 2010). For the avoidance of doubt, freight, insurance, unloading at the destination designated by the City, import duties, brokerage, royalties, handling, overhead, profit and all other similar costs are to be included in quoted prices.

8.0 EVALUATION OF PROPOSALS

8.1 The City may open or decline to open Proposals in such manner and at such times and places as are determined by the City.

8.2 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated to determine overall best value to the City. The City expects to evaluate:

- Technical Requirements; which may include; (i) Proponents' skills, knowledge, reputations and previous experience(s), including experience(s) with the City (if any); (ii) Proponents' capabilities to meet the City's Requirements (as defined in Part B and Annex 1), (iii) Proponents' quality of response to Part C – Proposal Form; (iv) quality and service factors, (v) innovation, (vi) environmental or social sustainability impacts; and (vi) transition costs or challenges

- Financial Requirements; Proponents' capabilities to offer overall best value in relation to Appendix 3 - Commercial Proposal

- Sustainability Requirements; Proponents capabilities to offer overall best value in relation to Appendix 7 – Corporate Sustainability Leadership Questionnaire and Appendix 8 – Sustainability Requirements Questionnaire; and;

- Certain other factors that may be mentioned elsewhere in the RFP.

Proposal will be evaluated by the City based on the evaluation criteria and evaluation criteria weightings below:

Evaluation Criteria	Evaluation Weighting
Technical	65%
Financial	30%
Sustainability	5%
Total	100%

8.3 The City will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The City is not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The City may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.

8.4 The City may, at any time prior to signing an Agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.

8.5 The City may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the Form of Agreement. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.

8.6 The City may also require that any proposed subcontractors undergo evaluation by the City.

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

9.0 CITY POLICIES

9.1 The City's Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx align the City's approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment and the community through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each Proponent is expected to adhere to the supplier performance standards set forth in the Supplier Code of Conduct. The Ethical Purchasing Policy shall be referred to in the evaluation of Proposals, to the extent applicable.

10.0 CERTAIN APPLICABLE LEGISLATION

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

10.2 Proponents should note that the *Income Tax Act* (Canada) requires that certain payments to non-residents be subject to tax withholding. Proponents are responsible for informing themselves regarding the requirements of the *Income Tax Act* (Canada), including the requirements to qualify for any available exemptions from withholding.

11.0 LEGAL TERMS AND CONDITIONS

11.1 **The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in this Appendix 1 to the Form of Proposal. Except where expressly stated in these**

Legal Terms and Conditions: (i) no part of the RFP consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City.

POTENTIAL PROPONENTS MUST REVIEW THESE LEGAL TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING A PROPOSAL.

APPENDIX 1 TO PART A

CITY OF VANCOUVER

FINANCE RISK AND BUSINESS PLANNING
Supply Chain Management

RE: REQUEST FOR PROPOSALS NO. PS20160800, SUPPLY AND DELIVERY OF GRINDERS

To acknowledge your intent to attend the Information Meeting and to ensure that you receive the required information, please submit this form to the person identified below in accordance with the RFP:

Julia Crosby
City of Vancouver
Fax: 604.873.7057
Email: Julia.crosby@vancouver.ca

Proponent's Name: _____

Address: _____

_____

Key Contact Person: _____

Telephone: _____ Fax: _____

E-mail: _____ Incorporation Date: _____

Our company WILL ☐ / WILL NOT ☐ attend the information meeting for Request for Proposals No. PS20160800, Supply and Delivery of Grinders.

_____
Signature

_____
Name of Authorized Signatory

_____
E-mail Address

_____
Date

PART B – CITY REQUIREMENTS

The requirements stated in this Part B (collectively, the "**Requirements**") are current as of the date hereof, but they may change or be refined in the course of the evaluation of Proposals or otherwise.

Unless otherwise stated, if, and wherever, the Requirements state a brand name, a make, the name of a manufacturer, a trade name or a vendor catalogue number; it is for the purpose of establishing a grade or quality of materials, goods or equipment only. It is not intended to rule out the use of other equivalent materials, goods or equipment. If, however, products other than those specified are proposed in any Proposal, the Proposal must explicitly include under the heading "Alternative Solutions" the names of such products and their manufacturers, any trade names and any applicable vendor catalogue numbers, and the City may request that the Proponent provide specific evidence of equivalency. Evidence of quality in the form of samples may also be requested.

To the extent that the Requirements express estimates of quantities or volumes of goods or services expected to be required by the City, the City cannot offer any assurances that such quantities or volumes will in fact be required.

1.0 REQUIREMENTS

The City has the following Requirements:

1.1 Heavy-duty horizontal feed grinders or shredders for the Vancouver Landfills composting facility. The unit must be capable of self-mobility, as it will be re-located for use around the entirety of the compost facility on an as, if and when needed basis. The required specification may vary from time to time.

1.2 The City will conduct demonstrations as part of the evaluation process; the City will communicate a formal request for demonstration no later than Friday April 7th, 2017 to allow Proponent time to prepare for the demonstrations. The demonstrations will take place three weeks after the closing date. See Annex 1 – Requirements, Section 5.01 - Miscellaneous Service and Support for more details.

1.3 The City has an immediate requirement as per the specification set out in Annex 1 – Requirements.

PART C – FORM OF PROPOSAL

RFP No. PS20160800, Supply and Delivery of Grinder (the "RFP")

Proponent's Name:_____
"Proponent"

Address:_____

_____

Jurisdiction of Legal Organization:_____

Date of Legal Organization:_____

Key Contact Person:_____

Telephone:_____**Fax:**_____

E-mail: _____

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

The Proponent further acknowledges that it has read and agrees to the Legal Terms & Conditions attached as Appendix 1 to this Form of Proposal.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

_____ _____
Signature of Authorized Signatory for the Proponent Date

_____
Name and Title

_____ _____
Signature of Authorized Signatory for the Proponent Date

_____
Name and Title

APPENDICES

The Form of Proposal includes the following attached Appendices:

APPENDIX 1	Legal Terms and Conditions of RFP
APPENDIX 2	Questionnaire
APPENDIX 3	Commercial Proposal
APPENDIX 4	Proponents References
APPENDIX 5	Certificate of Insurance
APPENDIX 6	Declaration of Supplier Code of Conduct Compliance
APPENDIX 7	Corporate Sustainability Leadership Questionnaire
APPENDIX 8	Sustainability Requirements Questionnaire
APPENDIX 9	Subcontractors
APPENDIX 10	Proposed Amendments to Form of Agreement
APPENDIX 11	Proof of WorkSafeBC Registration
APPENDIX 12	Conflicts; Collusion; Lobbying

APPENDIX 1
LEGAL TERMS AND CONDITIONS OF RFP

1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the City's and the Proponent's legal rights and obligations only with respect to the RFP proposal process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this Appendix 1 apply to, or have the effect of supplementing, any Contract formed between the City and the Proponent, or otherwise apply as between the Proponent and the City following the signing of any such Contract.

2 DEFINITIONS

In this Appendix 1, the following terms have the following meanings:

(a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.

(b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent following and as a result of the Proponent's selection by the City in the City's RFP process.

(c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).

(d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.

(e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.

(f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.

(g) "RFP" means the document issued by the City as Request for Proposals No. PS20160912, as amended from time to time and including all addenda.

3 NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 10 of this Appendix 1, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP

process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

5 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion. The City may also invite a proponent to adjust its proposal to remedy any such problem, without providing the other proponents an opportunity to amend their proposals.

5.2 Reservation of Complete Control over Process

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

5.3 Discussions/Negotiations

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 1, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

5.4 Acceptance or Rejection of Proposals

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

6 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

Except only and to the extent that the City is in breach of Section 8.2 of this Appendix 1, the Proponent now releases the City, its officials, its agents and its employees from all liability for any Losses incurred in connection with the RFP or the Proposal, including any Losses in connection with:

(a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially))

(b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process,

(c) the Proponent preparing and submitting the Proposal;

(d) the City accepting or rejecting the Proposal or any other submission; or

(e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

6.2 Indemnity by the Proponent

Except only and to the extent that the City breaches Section 8.2 of this Appendix 1, the Proponent indemnifies and will protect, save and hold harmless the City, its officials, its agents and its employees from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its proposed subcontractors or agents alleging or pleading:

(a) any alleged (or judicially determined) breach by the City or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));

(b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process, or

(c) liability on any other basis related to the RFP or the proposal process.

6.3 Limitation of City Liability

In the event that, with respect to anything relating to the RFP or this proposal process (except only and to the extent that the City breaches Section 8.2 of this Appendix 1), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of $100, despite any other term or agreement to the contrary.

7 DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the City and the Proponent under a Contract (or a similar contract between the City and a proponent other than the Proponent)) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

(a) The arbitrator will be selected by the City's Director of Legal Services;

(b) Section 6 of this Appendix 1 will: (i) bind the City, the Proponent and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and

(c) The Proponent will bear all costs of the arbitration.

8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents City's Property

(a) All RFP-related documents provided to the Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.

(b) The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.

8.2 Proponent's Submission Confidential

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

8.3 All City Information Confidential

(a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.

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

9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

(a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is: (i) an official or employee of the City; or (ii) related to or has any business or family relationship with an elected official or employee of the City, in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

(b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

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

9.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

(a) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and

(b) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP,

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal.

9.4 Declaration as to Lobbying

The Proponent confirms and warrants that:

(a) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and

(b) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process,

in each case as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal.

10 GENERAL

(a) All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.

(b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.

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

11 INDEPENDENT LEGAL ADVICE

THE PROPONENT ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SUBMITTING ITS PROPOSAL FORM, INCLUDING THIS APPENDIX 1.

APPENDIX 2
QUESTIONNAIRE

Complete this Appendix 2 - Questionnaire in the form set out below.

Manufacturer Overview Provide a description of the Manufacturer's company, purpose and history

Local Vendor Overview (if different) Provide a description of the Vendor's company, purpose and history. Additionally, please supply information on vendor service staff size, qualifications/certifications and experience.

Account Management Identify and provide information on how you propose to manage our account? Will we be assigned an account manager? Who will provide technical support for the lifespan of the units?

Warranty As per Appendix 1 – General Requirements please provide details on the proposed in-house warranty and what types of servicing can be done under this. Does in-house warranty work void warranty if any problems arise?

Training As per Appendix 1 - General Requirements please provide details on how training would be delivered and organized for the in classroom sessions and operator sessions.

Demonstration

As per Appendix 1 - General Requirements please confirm if a demonstration of the proposed equipment can be met and explain who will be attending the demonstration and the format proposed.

Parts Availability Guarantee

As per Appendix 1 - General Requirements please provide details on your parts availability. Do OEM parts have to be used or can non-OEM parts be used? Would the use of non-OEM parts affect the warranty? Where is your parts warehouse located? Can the City access parts availability through an online catalogue? If not, how? How many of the proposed units are in service currently?

Service

Do you have the ability to service the unit(s)? If so, where are your service locations located?

Innovation Notwithstanding any other provision hereof, the City welcomes Proposals respecting innovative or novel approaches to the City's objectives and requirements and may consider value-creating Proposals that derogate from the Requirements. In the space below, note any proposed innovative approaches to meeting the City's requirements.

Alternative Solutions If, in addition to proposing services which meet the Requirements, the Proponent wishes to offer an alternative or alternatives, the alternative solution(s) should be described in the space provided below. Any pricing impact of the alternative solution(s) should also be provided.

APPENDIX 3
COMMERCIAL PROPOSAL

Complete this Appendix 3 - Commercial Proposal in the form set out below.

Proponent to provide proposed pricing and payment terms, which should be in accordance with Part A, Section 7 of the RFP (as well as any other sections of the RFP imposing requirements as to pricing).

If Proponent is submitting its Proposal by email please ensure Appendix 3 – Commercial Proposal is provided as a separate file to the entire Proposal. If the Proponent is submitting its Proposal via envelope please ensure Appendix 3 – Commercial Proposal is provided in a separate sealed envelope.

Est. 2017 Qty.	Description	Unit Price (ea.)	Extended Price
1	Grinder, in accordance with the Requirements (Part B and Annex 1 – Item 1) except as otherwise stated in the Proponent's Proposal.	$	$
		Total	$
	Pricing Formula for future purchases		

Options – as per Annex 1 – Item 1 – Part B

Est. 2017 Qty.	Description	Unit Price (ea.)	Extended Price
1	Metal Detector	$	$
1	Magnetic Head Pulley	$	$
1	Additional grinding/shredding mill heads	$	$
1	Additional Screens	$	$
1	Extended warranty	$	$
1	Suggested Options	$	$

APPENDIX 4
PROPONENT'S REFERENCES

Complete this Appendix 4 - Proponents References in the form set out below.

Client Name # 1	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

Client Name # 2	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

Client Name # 3	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

APPENDIX 5
CERTIFICATE OF INSURANCE

Appendix 5 is to be duly completed and signed by the Proponent's insurance agent or broker as evidence of its existing insurance, along with a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in the Form of Agreement, should the Proponent be selected as a successful Proponent. (Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City entering into any Agreement.)

APPENDIX 6
DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Complete this Appendix 6 - Declaration of Supplier Code of Conduct Compliance in the form set out below.

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

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

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorized signatory of _____*(vendor name)*, I declare that I have reviewed the SCC and to the best of my knowledge, _____ *(vendor name)* and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below *(include all violations/convictions that have occurred in the past three years as well as plans for corrective action).*

Section of SCC / title of law	Date of violation /conviction	Description of violation / conviction	Regulatory / adjudication body and document file number	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of _____ *(vendor name).*

Signature: _____

Name and Title: _____

APPENDIX 7
CORPORATE SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

Complete this Appendix 7 – Corporate Sustainability Leadership Questionnaire in the form set out below.

As part of the City's Corporate Procurement Policy and related Supplier Code of Conduct described in Section 9.1 of Part A, all City vendors must meet minimum requirements related to ethical, social and environmental standards.

Beyond these basic requirements, the City would like to recognize vendors that are demonstrating leadership and innovation in sustainability. In order to be able to do so, the City requires that Proponents answer the following questions. The answers provided will be evaluated as part of the Proposal evaluation described in Section 8.0 of Part A.

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

The City may request that the Proponent provide additional information to support any of the responses provided.

If additional space is required, the Proponent may attach its response(s) to this Annex and reference the relevant question and section number.

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

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

Questionnaire Structure

Section 1: Environmental Impact	Environmental or Sustainability Policy Reducing greenhouse gas (GHG) emissions Reducing waste Sustainable purchasing
Section 2: Social Impact	Living wage employer Workplace development programs Supporting social enterprises Sustainable business
Section 3: Definitions	Definitions for key terms used in this Annex.

SECTION 1: ENVIRONMENTAL IMPACT

This section of the leadership questionnaire addresses the following:

- *Environmental or Sustainability Policy or Statement*
- *reducing greenhouse gas (GHG) emissions*
- *reducing waste*
- *sustainable purchasing*

1. Do you have a documented Environmental or Sustainability Policy or Statement?

   ☐ Yes ☐ No

   If no, go to question 2.

   If yes, please address the following:

   a. Attach a copy of the policy or statement to your Proposal.

   b. If the policy is publicly available, please provide a link to the document:

   _____

2. Does your company measure its greenhouse gas (GHG) emissions?

   ☐ Yes ☐ No

If yes, state total annual GHG emissions (tC02e): _____

3. Has your company adopted GHG reduction targets or goals?

   ☐ Yes ☐ No

If yes, state target(s) and year by which they will be achieved (e.g., 33% reduction by 2020):

_____

4. Do you report your GHG emissions to a third party? (e.g., Carbon Disclosure Project, Global Reporting Initiative, Climate Registry, Climate Smart, Ecobase, Offsetters, etc.)

   ☐ Yes ☐ No

If yes, state the name of the 3rd party: _____

5. Does your company own buildings in Metro Vancouver?

   ☐ Yes ☐ No

If no, skip to question 7.

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

a. equipment and lighting upgrades (e.g., HVAC, water heaters, LED lighting)
b. building envelope improvements (e.g., insulation, windows)

c. staff conservation and engagement programs (e.g., turning off lights and computers, etc.

_____
_____
_____

6. Has your company (or has any of your buildings) been recognized for building energy management excellence by a recognized third party such as BC Hydro Power Smart, BOMA BESt, LEED, Portfolio Manager Energy Star, etc.)?

☐ Yes ☐ No

If yes, state the name(s) of the 3rd party(ies) and type of recognition:
_____
_____

7. Does your company own or lease fleet vehicles and/or heavy off-road equipment to be operated in Metro Vancouver?

☐ Yes ☐ No

In no, skip to question 9.

If yes, please address the following questions:

a) what size is your fleet (including heavy off-road equipment)?

_____

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

_____
_____
_____

8. Does your company encourage employees to take more environmentally friendly transportation to get to work?

☐ Yes ☐ No

If yes, describe incentives in place to encourage employees to take more environmentally friendly transportation to get to work (e.g., car sharing, secure bike parking and on-site change facilities, public transit incentives). **Please limit answer to 250 words or less.**

_____
_____
_____

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

_____
_____
_____

10. Does your company measure the total amount of solid waste generated by your operations annually?

☐ Yes ☐ No

If yes, state annual solid waste figures (kg or tonnes): _____

11. Does your company have waste reduction and/or diversion targets or goals?

If yes, state targets and by what year they are to be achieved?

_____

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

☐ Yes ☐ No

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

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

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

_____
_____
_____

14. Does your company have a Sustainable or Ethical Purchasing Policy or a Code of Conduct for Suppliers that outlines minimum ethical labour standards that must be followed by suppliers?

    ☐ Yes ☐ No

    In no, skip to question 16.

    If yes, please address the following:

    a. Attach a copy of the policy and/or code to the Proposal
    b. If the policy or code of conduct is publicly available, please provide a link to document: _____

15. Indicate which environmentally preferable and/or sustainable goods or services your company currently purchases – **check only those that apply**:
    - ☐ Sustainable food items (e.g., Fairtrade coffee; organic produce; OceanWise seafood)
    - ☐ Copy paper (e.g., 100 per cent post-consumer waste; Forest Stewardship Council certified; tree free)
    - ☐ Janitorial supplies (e.g., ECOLOGO or Green Seal certified)
    - ☐ IT equipment (e.g., EPEAT Gold, EnergyStar qualified)
    - ☐ Office products (e.g., ECOLOGO; recycled; non-toxic)
    - ☐ Printing services (e.g., Forest Stewardship Council certified paper and printer)
    - ☐ Promotional / marketing items (e.g., fair labour practices; reusable; recyclable)
    - ☐ Courier services (e.g., use energy efficient, low carbon or alternative fuel vehicles)
    - ☐ Catering services (e.g., serve sustainable food; employ social enterprises; use reusable serving ware)
    - ☐ Landscaping services (e.g., use energy efficient equipment; employ social enterprises)
    - ☐ Other: (list)

      _____
      _____
      _____
      _____

SECTION 2: SOCIAL IMPACT

This section of the leadership questionnaire addresses the following elements:

- *living wage employer*
- *workplace development programs*
- *supporting social enterprises*
- *sustainable business*

1. Is your company already a certified Living Wage employer, or working towards becoming one? See definition of *Living wage employer* in Section 3 below.

   ☐ Yes ☐ No

If yes, please state either:

a) date of certification; OR

b) date by which you expect to become certified _____
_____

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

   ☐ Yes ☐ No

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

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

   ☐ Yes ☐ No

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

_____
_____
_____

4. Is your company structure either of the following:

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

      ☐ Yes ☐ No

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

   _____

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

☐ Yes ☐ No

5. Has your company's sustainability performance been reviewed or certified by a third party? (e.g., B Lab, ISO14001, SA8000, Social Fingerprint, etc.)

☐ Yes ☐ No

If yes, state the name of the third party and date of certification or date of last review:

_____
_____
_____

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

_____
_____
_____

SECTION 3: DEFINITIONS

Living Wage Employer:

Living wage employers adhere to the following criteria:

- All employees – full-time, part-time and casual – are paid the current living wage rate for their region. See www.livingwageforfamilies.ca for current Metro Vancouver and Fraser Valley living wage rates.
- The living wage rate calculation for an employer takes into account its employees' *total* compensation package (wage + benefits). If employees receive non-mandatory benefits, the living wage rate is reduced to take this into account. External contract staff (not direct employees) who provide services to their employer on a regular and ongoing basis must also be paid a living wage.
- Employees who receive incentive-based pay (tips) or commissions can be paid less than a living wage, provided their total earnings – including incentive-based pay and/or commissions – equal or exceed the living wage.

Social Enterprise:

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

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

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

Person with Barriers to Employment:

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

Community Contribution Company (C3):

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

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

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

Refer to www.fin.gov.bc.ca/prs/ccc for more information.

APPENDIX 8
SUSTAINABILITY REQUIREMENTS QUESTIONNAIRE

Complete this Appendix 8 –Sustainability Requirements in the form set out below.

Introduction:

The City seeks goods with the following environmentally preferable attributes:

a. energy efficient
b. delivered using the most energy efficient method possible
c. highest possible post-consumer recycled content
d. no or minimal packaging
e. carries a 3rd party eco-certification
f. does not contain substances of concern or create substances of concern in its manufacture, use or disposal
g. is a Fairtrade certified agricultural good such as coffee, tea, or sugar
h. is produced using fair and ethical labour practices

The Proponent is to address the sustainability requirements below regarding the environmentally preferable attributes of the product(s) being offered:

1. Energy Efficiency – Goods

2. Fleet GHG Reductions

3. Environmentally Preferable Products – Goods

APPENDIX 9
SUBCONTRACTORS

Complete this Appendix 9 - Subcontractors in the form set out below by listing all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any subcontractors.

If selected to enter into an Agreement with the City, the Proponent may be limited to using subcontractors listed in its Proposal. If the City objects to a subcontractor listed in a Proposal, the City may permit a Proponent to propose a substitute Subcontractor acceptable to the City.

Subcontracted Scope		
Subcontractor		
Contact (name, title, email, telephone no.)		
Approximate Percent of the Work to be Subcontracted		
The Subcontractor's Relevant Experience (identify at least three similar projects within the last five years, including the client)	1. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	2. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	3. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	

APPENDIX 10
PROPOSED AMENDMENTS TO FORM OF AGREEMENT

Complete this Appendix 10 – Proposed Amendments to Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement. If no amendments to the Form of Agreement are proposed, state "none". It is at the City's sole discretion whether or not these proposed amendments will be considered for the Form of Agreement.

Section / General Condition	Proposed Amendment	Rationale and Benefit

APPENDIX 11
PROOF OF WORKSAFEBC REGISTRATION

Attached as Appendix 11 to this Form of Proposal proof of valid WorkSafeBC registration.

APPENDIX 12
CONFLICTS; COLLUSION; LOBBYING

Complete this Appendix 12 – Conflicts; Collusion; Lobbying in the form set out below by setting out any exceptions to the declarations in Section 9 of the Legal Terms and Conditions attached as Appendix 1 to this Form of Proposal or indicate that there are no exceptions, as applicable.

Exceptions to Declaration as to no Conflict of Interest in RFP Process (Section 9.1 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Conflict of Interest Respecting Proposed Supply (Section 9.2 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Collusion (Section 9.3 of Legal Terms and Conditions)	

PART D
FORM OF AGREEMENT

To see an example of the Form of Agreement, please go to:

http://bids.vancouver.ca/bidopp/openbid.htm

ANNEX 1 – REQUIREMENTS

VENDOR IS TO FILL IN THE YELLOW CELLS IN THE PROVIDED EXCEL SPREADSHEET AND INCLUDE THE SPREADSHEET WITH ITS SUBMISSION ON A MEMORY STICK

AND ALSO FILL IN A HARD COPY VERSION TO BE SUBMITTED WITH THE REST OF THE BID – (THE HARD COPY WILL TAKE PRECEDENCE IF THERE ARE ANY DISCREPANCIES)

Instructions:

1. For all "Required" City Requirements please check "Yes" if Vendor can meet the requirements as stated in the "Description" column or "No" if Vendor cannot meet the requirements as stated in the "Description" column. If "No" please include a description of the Vendors proposed deviation from the stated requirements in the "Vendors Indicative Deviations and Stated Value" column. When it says provide, please state the details pertaining to this requirement.

2. For all "Preferred" City Requirements please check "Yes" if Vendor can meet the requirements as stated in the "Description" column or "No" if Vendor cannot meet the requirements as stated in the "Description" column. If "No" please include a description of the Vendors proposed deviation from the stated requirements in the "Vendors Indicative Deviations and Stated Value" column.

3. For all "State" City Requirements please state Vendors response to the requirement as stated in the "Description" column in the "Vendors Indicative Deviations and Stated Value" column. Please state any applicable values in the suggested units. All "State" City Requirements are highlighted in grey for clarity. Please do not leave any "State" City Requirements blank. If information is unknown or unavailable, please state this in the "Vendors Indicative Deviations and Stated Value" column.

4. For all “Provide” City Requirements, Vendor is to provide the required documentation as described in the “Description” column.

5. For all “Provide at Delivery” City Requirements, this information will only be required by the successful proponent(s) at the time of delivery.

6. For all “Optional” City Requirements please check "Yes" if Vendor can meet the requirements as stated in the "Description" column or "No" if Vendor cannot meet the requirements as stated in the "Description" column. If "No" please include a description of the Vendors proposed deviation from the optional requirements (if any) in the "Vendors Indicative Deviations and Stated Value" column.

General Items				
Supplier's Name:		**Make, Model and Year of Proposed Equipment:**		
	Description	**Requirements**	**Meets Requirements Yes/No**	**Bidders Indicate Deviations and Stated Values**
1.00	**Overview**			
1.01	The City of Vancouver requires one (1) heavy-duty horizontal feed grinder or shredder for its composting facility. The unit must be capable of self-mobility, as it will be re-located for use around the entirety of the compost facility located at the Delta Landfill. The unit will be used to break down: - Wet and dry compost - Brush & yard waste - Clean wood - Construction and demolition material It is expected that most material will contain some amount of metal contamination and minimization of damage and ease of repair will be key elements of the evaluation. Unit will be loaded using a Caterpillar 980K Wheel Loader, and a Hyundai 160LC Excavator	Required	Please Choose	
2.00	**Regulatory Compliance**			
2.01	Compliance - Full compliance with current Worksafe B.C. Regulations, and current Canada and U.S. and Federal Environmental Protection Agency exhaust emissions standards	Required	Please Choose	
3.00	**Warranty**			
3.01	Warranty Start Date - must start form the date vehicle goes into service	Required	Please Choose	
3.02	In-House Warranty - agreement with the manufacturer whereby warranty work can be completed by the City Equipment Services shop and for which the City is reimbursed	Preferred	Please Choose	
3.03	Standard applicable warranty terms	Provide		
3.05	Standard applicable engine warranty terms	Provide		
3.08	Standard applicable warranty terms for any other major components not covered above	Provide		
3.09	Manufacturers in-house warranty agreement document (if applicable)	Provide		
4.00	**Training**			
4.01	Maintenance Training - Provide training, carried out by factory or factory trained personnel, to the City of Vancouver garage technicians in the factory prescribed maintenance, diagnostics and repairs procedures. Two training sessions to be scheduled upon delivery: One session to take place between hours of 7AM and 3PM; One session to take place between the hours of 3PM and 11 PM. All training sessions must include the following: i. Classroom session using appropriate visual and teaching aids giving an overview of the machine's systems and diagnostic tools/procedures. ii. On unit session detailing the locations of components and good practices for the preventative maintenance items to be checked during 20,000 km, or one year of service. iii. On unit session demonstrating and practicing the use of the provided fault detection and diagnostics. City mechanics shall have the opportunity to work through examples provided by the contractor's instructor(s).	Required	Please Choose	

General Items				
Supplier's Name:		**Make, Model and Year of Proposed Equipment:**		
	Description	**Requirements**	**Meets Requirements Yes/No**	**Bidders Indicate Deviations and Stated Values**
4.02	Operator Training - Training should be provided on the operation of the unit. Training must be performed by factory trained personnel with at least one (1) year of operation experience with the unit being supplied. All training sessions are to take place at the delivery site and technician and operator training are to be carried out separately. Operator training to include: a. Two (2) four (4) hour sessions of training covering all information necessary safely and efficiently operate the unit. b. Training sessions to be scheduled during the hours of 7:00 am and 3:00 pm, on separate days.	Required	Please Choose	
5.00	**Miscellaneous Service and Support**			
5.01	Demonstration - A demonstration of four (4) working days in the City of Vancouver may be required of a complete unit similar to what is specified herein, commencing no later than twenty-one (21) calendar days after request of the City of Vancouver Equipment Services Branch. Machine performance, finished product quality, manoeuvrability, noise emissions, ease of operation and maintenance will be evaluated in the demonstration. Demo unit should be equipped with all proposed options	Required	Please Choose	
5.02	Pre-Build Meeting - Supplier is to attend a pre-build meeting in Vancouver, British Columbia, within one month of the award of PO. The pre-build meeting is to ensure a clear understanding of the project requirements. Meeting should be attended by engineering personnel capable of answering technical questions about units and should include documentation and drawings suitable to explain layouts and designs of equipment	Required	Please Choose	
5.03	Production and Delivery - Please present the following delivery information, from date of issue of PO: A) Expected time to complete fabrication and deliver completed unit (weeks).	Required	Please Choose	
5.04	Parts Availability - Vendor is expected to maintain a parts inventory of all PM related parts, and any critical parts, to limit the amount of downtime to machine due to waiting for parts	Required	Please Choose	
5.05	Online Access - Secured access to manufacturers website with access to online parts and service information	Preferred	Please Choose	
5.06	Parts Availability Guarantee - Guarantee of spare parts available within 24 hours	Preferred	Please Choose	
5.07	Units in Service - For all proposed units, please provide the following: - Number of units in service in British Columbia with exact or very similar specifications - Name of organizations using these configurations	State		
5.08	Parts warehouse location - Location of main warehouse containing spare parts for proposed unit	State		
5.09	Service life - Expected service life of proposed unit(s)	State		*hours*
5.10	Delivery part "A" - Number of weeks from date of PO for delivery of completed refuse body	State		*weeks*
6.00	**Upon Delivery Requirements**			
6.01	Unit delivered with full fuel tank, all insurance and ownership transfer documents, four (4) full sets of functional keys	Provide at delivery		
6.02	A complete check-off style preventative maintenance schedule as recommended by the manufacturer to ensure satisfactory service and long life for the intended application and environment for both the cab and chassis, and body	Provide at delivery		
6.03	A detailed lubrication chart showing all lube points and greasing frequency for intended application and environment	Provide at delivery		
6.04	Three (3) copies of parts manuals in both electronic and book form	Provide at delivery		

General Items				
Supplier's Name:		**Make, Model and Year of Proposed Equipment:**		
Description		**Requirements**	**Meets Requirements Yes/No**	**Bidders Indicate Deviations and Stated Values**
6.05	Three (3) copies of service and repair manuals in electronic and book form	Provide at delivery		
6.06	Electrical schematics	Provide at delivery		
6.07	Hydraulic schematics	Provide at delivery		
6.08	Three (3) sets of operators manuals	Provide at delivery		
6.09	Listing of special service tools/diagnostics equipment and diagnostic software requirements	Provide at delivery		
6.10	List of general maintenance parts recommended, complete with parts numbers	Provide at delivery		
6.11	List of serial numbers and parts numbers of components for each unit	Provide at delivery		

Item 1 - Horizontal Grinder/Shredder				
Supplier's Name:		**Make, Model and Year of Proposed Equipment:**		
	Description	**Requirements**	**Meets Requirements Yes/No**	**Bidders Indicate Deviations and Stated Values**
1.00	**Overview**			
1.01	The City of Vancouver requires one (1) heavy-duty horizontal feed grinder or shredder for its composting facility. The unit must be capable of self-mobility, as it will be re-located for use around the entirety of the compost facility located at the Delta Landfill. The unit will be used to break down: - Wet and dry compost - Brush & yard waste - Clean wood - Construction and demolition material It is expected that most material will contain some amount of metal contamination and minimization of damage and ease of repair will be key elements of the evaluation. Unit will be loaded using a Caterpillar 980K Wheel Loader, and a Hyundai 160LC Excavator	Required	Please Choose	
2.00	**General Requirements**			
2.01	Machine style - Grinder or Shredder capable of breaking down wet and dry compost, brush and yard waste, clean wood, and construction and demolition material	Required	Please Choose	
2.02	Mobility - Unit must be capable of self-mobility via tracks	Required	Please Choose	
2.03	Throughput/processing rate - Machine should have a minimum processing rate of 80 tonnes per hour for brush, yard waste & compost	Required	Please Choose	
2.04	Finished product size - Machine capable of processing to 1.9 inch minus, through to 3.9 inch minus	Required	Please Choose	
2.05	Machine style - Grinder or Shredder	State		
2.06	Throughput/Processing Rate - Brush, yard waste & compost	State		*tonnes/hour*
2.07	Throughput/Processing rate - Mixed wood materials	State		*tonnes/hour*
2.08	Throughput/Processing Rate - Construction and demolition material	State		*tonnes/hour*
2.09	Finished product size - mixed wood materials	State		
2.10	Finished product size - Brush, yard waste & compost	State		
2.11	Finished product size - Construction & Demolition materials	State		
3.00	**Dimensions and Weights**			
3.01	Weight of unit	State		*kg*
3.02	Transporting Length	State		*meters*
3.03	Transporting Width	State		*meters*
3.04	Transporting Height	State		*meters*
3.05	Operational Length	State		*meters*
3.06	Operational Width	State		*meters*
3.07	Operational Height	State		*meters*
4.00	**Engine**			
4.01	Diesel Engine - A heavy duty, four cycle, water cooled internal combustion diesel engine capable of operating the machine as per the description in overview.	Required	Please Choose	
4.02	B5 Biodiesel - Unit capable of running on B5 Biodiesel	Required	Please Choose	
4.03	B20 Biodiesel - Unit capable of running on B20 Biodiesel	Preferred	Please Choose	
4.04	Emissions - Meets US EPA Tier IV interim or final standards	Required	Please Choose	
4.05	Make, model and displacement of engine	State		
4.06	SAE horsepower and rated RPM	State		*HP*
4.07	Peak torque and rated RPM	State		*ft*lb*
4.08	Tier rating	State		
4.09	Estimated fuel consumption at low load factor	State		*L/hour*
4.10	Estimated fuel consumption at medium load factor	State		*L/hour*
4.11	Estimated fuel consumption at high load factor	State		*L/hour*

Item 1 - Horizontal Grinder/Shredder				
Supplier's Name:		**Make, Model and Year of Proposed Equipment:**		
	Description	**Requirements**	**Meets Requirements Yes/No**	**Bidders Indicate Deviations and Stated Values**
4.12	Torque and power performance chart	Provide		
5.00	**Miscellaneous Powertrain Components**			
5.01	Fuel tank - To provide for a minimum of 10 continuous hours of operation at medium duty cycle, manufactured from a corrosion resistant material	Required	Please Choose	
5.02	Engine air filter - Complete with visual indicator	Required	Please Choose	
5.03	Engine precleaner	Preferred	Please Choose	
5.04	Automatic engine shutdown - Automatic engine shut down system for when unit is not in operation	Preferred	Please Choose	
5.05	External engine shutdown - 1/4 turn manual shut-off valve for fuel line, easily accessible from ground	Preferred	Please Choose	
5.06	Fuel tank capacity	State		*L*
6.00	**Cooling System**			
6.01	Radiator - Non clogging design allowing for high volume air flow and clean-up using medium pressure washers	Required	Please Choose	
6.02	Coolant hoses - Silicon type	Required	Please Choose	
6.03	Coolant filtration and purification system	Required	Please Choose	
6.04	Reversible fan	Preferred	Please Choose	
6.05	Swing Out Radiator	Preferred	Please Choose	
6.06	Cooling system capacity	State		*L*
7.00	**Controls**			
7.01	Control panel - Easily accessible control panel	Required	Please Choose	
7.02	Control panel location	State		
7.03	Emergency Stops - Number and location of emergency stops	State		
8.00	**Gauges**			
8.01	General Gauges - Engine hours, tachometer, oil pressure, coolant temperature, fuel level and fault code display	Required	Please Choose	
8.02	Warning Devices - Both visual and audible alerts for low oil pressure and high engine temperature warning functions	Required	Please Choose	
9.00	**Infeed Hopper and Conveyor**			
9.01	Infeed Hopper - Infeed hopper that allows for easy loading of material using a wheel loader (Caterpillar 980K) or excavator (Hyundai 160LC)	Required	Please Choose	
9.02	Infeed Conveyor (if applicable) - Heavy duty infeed conveyor that allows for ease of debris removal	Required	Please Choose	
9.03	Variable speed infeed system	Required	Please Choose	
9.04	Type of infeed system (i.e. belt, drag chain or direct feed)	State		
9.05	Speed control - Range and type of infeed speed control	State		
9.06	Hopper width	State		*meters*
9.07	Hopper length	State		*meters*
9.08	Infeed conveyor width	State		*meters*
9.09	Infeed conveyor length	State		*meters*
9.10	Loading height	State		*meters*
10.00	**Grinding/Shredding Mill**			
10.01	Grinding/Shredding Mill - Grinding/shredding mill designed for minimal damage due to foreign objects and for quick tool change in the event of damge	Required	Please Choose	
10.02	Mill feed opening dimensions	State		*meters*
10.03	Type of grinding/shredding mill	State		
10.04	Number of grinding/shredding heads	State		
10.05	Grinding/shredding mill diameter	State		*meters*
10.06	Grinding/shredding mill width	State		*meters*
10.07	Grinding/shredding mill speed range	State		*rpm*

Item 1 - Horizontal Grinder/Shredder				
Supplier's Name:		**Make, Model and Year of Proposed Equipment:**		
	Description	**Requirements**	**Meets Requirements Yes/No**	**Bidders Indicate Deviations and Stated Values**
10.08	Number of hammers or cutting teeth	State		
10.09	Infeed roller diameter	State		*meters*
10.10	Infeed roller width	State		*meters*
10.11	Average time for hammer/cutting tooth change	State		*minutes*
10.12	Any method used for reducing damage due to foreign bodies (i.e. sheer pins, etc.)	State		
11.00	**Screens**			
11.01	Screens - Easily swappable screens to allow for easy control of final product size	Required	Please Choose	
11.02	Number of Screens	State		
11.03	Screen dimensions	State		*meters*
11.04	Screen area	State		*square meters*
11.05	Screen material and thickness	State		
11.06	Average time for swapping of screens	State		*minutes*
12.00	**Discharge Conveyor**			
12.01	Discharge Conveyor(s) - Heavy duty discharge conveyor designed for ease of debris removal and to minimize damage due to metal contamination	Required	Please Choose	
12.02	Discharge conveyor speed - Adjustable	Preferred	Please Choose	
12.03	Number of discharge conveyor sections	State		*meters*
12.04	Conveyor belt make, model and specifications	State		*meters*
12.05	Outfeed conveyor width(s)	State		*meters*
12.06	Outfeed conveyor length(s)	State		*meters*
12.07	Maximum discharge height	State		*meters*
12.08	Minimum discharge height	State		*meters*
12.09	Discharge belt speed range	State		*meters/minute*
13.00	**Hydraulic System**			
13.01	Hydraulic tank - Complete with sight glasss, filtered fill port, magnetic drain plug and shut-off valves	Required	Please Choose	
13.02	Hydraulic cooler	Preferred		
13.03	Hydraulic tank capacity	State		*Liters*
13.04	Hydraulic pump type	State		
13.05	Hydraulic pump displacement range	State		*Liters/minute*
13.06	Filter - Type and location of hydraulic filter	State		
14.00	**Mobility + Mobility Controls**			
14.01	Mobility - Self-propelled unit capable of travelling in an off-road enviroment via tracks	Required	Please Choose	
14.02	Style of controls - tethered or wireless	State		
14.03	Control operating range - If wireless, maximum operating range of controls	State		*meters*
14.04	Number of forward gears and approximate speed of each	State		
14.05	Number of reverse gears and approximate speed of each	State		
15.00	**Track Assembly**			
15.01	Track style - Standard, non-elevated style track and drive	Required	Please Choose	
15.02	Track assembly - Heavy duty, sealed and lubricated track, complete with reversible pins or similar	Required	Please Choose	
15.03	Idlers - Reversible, disc type, lifetime lubricated	Preferred	Please Choose	
15.04	Hydraulic track tensioner	Preferred	Please Choose	
15.05	Track rollers - Sealed and lubricated type	Preferred	Please Choose	
15.06	Drive sprockets - Segmented to reduce breaking of track	Preferred	Please Choose	
15.07	Number of track rollers	State		
15.08	Width of track shoes	State		
15.09	Number of shoes on each side	State		
15.10	Depth of grouser	State		
16.00	**Electrical System - General**			

Item 1 - Horizontal Grinder/Shredder				
Supplier's Name:		**Make, Model and Year of Proposed Equipment:**		
Description		**Requirements**	**Meets Requirements Yes/No**	**Bidders Indicate Deviations and Stated Values**
16.01	Wiring - colour coded, continuously numbered, encased in plastic "loom" or conduit, complete with sealed connectors and secured with clamps every 18"	Required	Please Choose	
16.02	Fuses - SAE blade type fuses wherever reset-able ciruit breakers are not provided	Required	Please Choose	
16.03	Circuit breakers - Wherever possible, automotive style, waterproof, reset-able	Preferred	Please Choose	
16.04	LED lighting	Preferred	Please Choose	
16.05	Lighting - Number and location of lights	State		