REQUEST FOR PROPOSALS

Supply and Delivery of Cab Over Engine Style Trucks

RFP No. PS20170195

Issue Date: June 29, 2017

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

PART A
INSTRUCTIONS AND INFORMATION

1.0 INSTRUCTIONS

1.1 The City is interested in selecting an entity (each, a "**Proponent**") that submits a proposal (each, a "**Proposal**") with the capability and experience to efficiently and cost-effectively meet the requirements described in this RFP. The City expects to select a Proponent to enter into contract negotiations.

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.

1.2 Proponents should submit their proposals on or before **3:00pm** on **Tuesday**, **July 25, 2017** (the "**Closing Time**") with attention to the person identified below (the "Contact Person") in an envelope clearly marked with the Proponent's name and the RFP title and number to the following address:

By mail: City of Vancouver
Supply Management Department
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:

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

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

1.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time. Proposals are revocable and may be withdrawn at any time before or after the Closing Time.

1.5 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.

2.0 CHANGES TO THE RFP AND FURTHER INFORMATION

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

3.0 EVALUATION OF PROPOSALS

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: (i) Technical Requirements as provided in Part B – Requirements and Appendix 6 – Specifications; (ii) Financial Requirements as provided in Appendix 3; (iii) Sustainability Requirements as provided in Appendix 4 – Vendor Leadership Questionnaire and Appendix 5 - Sustainability Requirements Questionnaire; (iv) Proponents' skills, knowledge, reputations and previous experience(s), including experience(s) with the City (if any); (v) Proponents' approach to meeting the City's requirements; and (vi) environmental or social sustainability impacts.

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

Evaluation Criteria	Evaluation Weighting
Technical Requirements	50%
Financial Requirements	40%
Sustainability Requirements	10%
Total	100%

4.0 CITY'S DISCRETION

4.1 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.

5.0 LEGAL TERMS AND CONDITIONS

5.1 **The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in Appendix 1. 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. EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 1: (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.

PART B
CITY REQUIREMENTS

1.0 REQUIREMENTS

The City has the following Requirements:

1.1 The City of Vancouver requires the immediate purchase of two (2) cab-over-engine style cab and chassis, plus an option to purchase up to ten (10) exact or similar additional units. These cab and chassis will be mounted to flusher bodies purchased on an existing contract. These units will be used in a tight urban environment and will need to navigate narrow city streets and alleys. As a result, maneuverability will be of critical importance and units will be subject to limited clearance due to branches and overhead wires. The proposed truck will be driven almost entirely within the City of Vancouver and will see grades of 6-8%. Operations require frequent stop and go driving, and longer, high RPM idling periods.

1.2 Please refer to Appendix 6 – Specifications for more detailed requirements.

PART C
FORM OF PROPOSAL

RFP No. PS20170195 – Supply and Delivery of Cab Over Engine Style Trucks (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 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 the RFP.

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

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 Part C of the RFP, as completed and executed by the Proponent.

(g) "RFP" means the document issued by the City as Request for Proposals No. PS20170195 – Supply and Delivery of Cab Over Engine Style Trucks, 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 the section titled "Conflicts; Collusion; Lobbying" in the Proposal Form.

(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 the section titled "Conflicts; Collusion; Lobbying" in the Proposal Form.

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 the section titled "Conflicts; Collusion; Lobbying" in the Proposal Form.

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 the section titled "Conflicts, Collusion, Lobbying" in the Proposal Form.

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 the section titled "Conflicts, Collusion, Lobbying" in the Proposal Form.

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.

APPENDIX 2
QUESTIONNAIRE

Executive Summary Provide a brief executive summary of your Proposal.

Approach to Meeting Requirements Described your proposed approach to providing the required services.

Key Personnel Identify and provide professional biographical information for the key personnel that would perform the required services.

APPENDIX 3
COMMERCIAL PROPOSAL

Commercial Proposal - Pricing

Complete the below pricing table. All prices are to be quoted in in Canadian currency and exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs. Quantities stated are an estimate only and may increase or decrease over the term of the contract.

Est. Qty.	Description	Unit Price (ea.)	Extended Price
2	Cab-over-engine style cab and chassis in accordance with the Requirements (including Part B – Requirements and Appendix 6 - Specifications) except as otherwise stated in the Proponent's Proposal.	$	$
Describe Proposed Pricing Formula for Additional Units in accordance with the Requirements stated above.			

Optional elements to be priced for Item 1 – (as specified in the corresponding Tab No.2 of the spreadsheet forming part of Appendix 6 - Specifications)		
Est. Qty.	Description	Unit Price (ea.)
2	Disc brakes	$
2	Aluminum wheels, complete with a dull, non-polished finish	$
2	Airbag suspension	$
2	Extended Warranty - provide terms and pricing information for optional extended warranty where available	$

APPENDIX 4
VENDOR LEADERSHIP QUESTIONNAIRE

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

Beyond these basic requirements, the City would 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 process for this RFP.

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

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	Reducing greenhouse gas (GHG) emissions Reducing waste Sustainable purchasing
Section 2: Social Impact	Workplace development programs Supporting social enterprises Additional social sustainability initiatives
Section 3: Definitions	Definitions for key terms used in this Annex.

SECTION 1: ENVIRONMENTAL IMPACT

This section of the leadership questionnaire addresses the following:

- *reducing greenhouse gas (GHG) emissions*
- *reducing waste*
- *sustainable purchasing*

1. Does your company own buildings in Metro Vancouver?

   □ Yes □ No
   If no, skip to question 2.

   If yes, describe efforts in the past three (3) years to improve the energy efficiency of owned buildings owned and/or rented space in Metro Vancouver with respect to 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.)

   _____
   _____
   _____

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

   □ Yes □ No

   If no, skip to question 3.

   If yes, 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**.

   _____
   _____
   _____

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

   _____
   _____
   _____

4. 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

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

_____
_____
_____

6. 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:

- *Workplace development programs*
- *Supporting social enterprises*
- *Other social sustainability initiatives*

1. Does your company employ and/or provide 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 non-profit or educational institution or government agency that you work with to identify potential trainees or employees; and the number of employees/trainees that work in your company.

_____
_____
_____

2. 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.

   _____
   _____
   _____

3. 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 non-profit or co-operative (including society and/or charitable number):

      _____

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

      ☐ Yes ☐ No

4. 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

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 the 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 5
SUSTAINABILITY REQUIREMENTS QUESTIONNAIRE

The City seeks a Proponent that can deliver the proposed service(s) in an environmentally and socially responsible manner. This includes the following requirements:

a) uses the most energy efficient equipment and vehicles possible or provides a viable low carbon alternative to the use of equipment or vehicles that consume energy;
b) minimizes waste disposed to landfill or incinerator;
c) uses environmentally preferable products or materials in delivering the service (e.g., products that contain higher post-consumer recycled content; that carry a 3rd party eco-certification; or do not contain or create substances of concern);
d) uses social enterprises and/or employs people with barriers to employment in delivering part, or all, of the service.

The Proponent is encouraged to provide services that meet the above requirements where applicable.

In the Proposal, please address the following questions regarding the service(s) that will be provided. Please review the definitions section prior to answering the questions**. If a question is not applicable to the service provided, indicate "not applicable."**

1. Does delivery of the service require the use of equipment and/or vehicles?

   Yes No

   If yes, provide information to demonstrate that the equipment and/or vehicles to be used are the most energy efficient possible (e.g., ENERGY STAR qualified; position on the EnerGuide label; use lower carbon fuels; use renewable energy):

   If a low carbon alternative is being proposed, provide information to demonstrate that it consumes less energy.

2. Will the delivery of the service generate solid waste that must be disposed of to landfill or incinerator?

   Yes No

   If yes, describe how your company would minimize solid waste disposed to landfill or incinerator.

3. Are any of the products and/or materials to be used in delivering the service environmentally preferable (e.g., contain higher post-consumer waste recycled content; carry a 3rd party eco-certification; non-toxic)? See definitions below for more information.

   Yes No Not applicable to service

   If yes, please provide information to demonstrate that the products or materials are environmentally preferable (e.g. per cent post-consumer waste; 3rd party certification; free of substances of concern):

4. Is your company able to use a social enterprise and/or employ people with barriers to employment in delivering part, or all, of the service(s)?

   Yes No

   If yes, please describe how your company would propose to do this:

5. Definitions:

Energy Efficient:

Ways to demonstrate energy efficiency, include, but are not limited to the following types of measures:

- ENERGY STAR qualified,
- position on the EnerGuide label "energy consumption indicator" (e.g., above 50%),
- equipment uses renewable energy sources such as solar power

Environmentally preferable products

Environmentally preferable products are products that:

- have the highest possible post-consumer recycled content
- carry a 3rd party certification
- do not contain or create substances of concern

Post-consumer recycled content: is the amount of material in a product that has completed its intended use as a consumer item (such as a sheet of copy paper or a plastic bottle), has been diverted from the waste stream by having been collected in a residential or commercial recycling program, and has been incorporated into a new product.)

3rd party eco-certification: refers to a type 1 eco-label that is a voluntary, multiple-criteria based, third party program that awards a license that authorizes the use of environmental labels on products – indicating overall environmental prefer-ability of a product within a particular product category based on life cycle considerations. Examples include: ECOLOGO, GREENGUARD, Green Seal, etc.

Substances of concern: The following are substances of concern to the City due to their adverse effects on the environment including human, plant and animal health. Products and/or materials used to provide the service should:

- not contain "persistent bioaccumulative and toxic" (PBT) chemicals (such as hexachlorobenzene, DDT, PCBs, mercury, etc.). See http://www.epa.gov/pbt/pubs/cheminfo.htm for more information;
- not contain heavy metals of concern such as lead, mercury, nickel, cadmium, etc.; and
- not create dioxins during its manufacture, use or disposal.

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 the 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.

APPENDIX 6
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

Instructions:

1. For all "Required" City Conditions 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.

2. For all "Preferred" City Conditions 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 Conditions 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. 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 Conditions, 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.

APPENDIX 7
REFERENCES

Client Name # 1	
Contact Name	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	
Client Name # 2	
Contact Name	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	
Client Name # 3	
Contact Name	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

APPENDIX 8
CODE OF CONDUCT

Declaration of 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>, which defines minimum labour and environmental standards for City suppliers and their subcontractors. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration.

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 below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action). 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: _____

Exceptions to Declaration:

APPENDIX 9
FORM OF AGREEMENT

To see an example of the Form of Agreement for this RFP, please go to the link below and click on file named "PS20170195 – Supply Agreement (Sample)":

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