



REQUEST FOR PROPOSALS

ASPHALT MILLING SERVICES

RFP No. PS20210407

Issue Date: December 15, 2021

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

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ASPHALT MILLING SERVICES
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PART A - INFORMATION AND INSTRUCTIONS

SUMMARY

The RFP concerns the City's interest in retaining one or more contractors to provide Asphalt Milling Services (the "Asphalt Milling Services" or the "Services") on an as if and when needed basis.

PART A – INFORMATION AND INSTRUCTIONS

1.0 THE RFP

- 1.1 Except where expressly stated otherwise in Appendix 1 of Part C of the Request for Proposals ("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 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.
- 1.3 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 8.0 below, among others.
- 1.4 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 Part C - Form of Proposal.
- 1.5 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.
- 1.6 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 - SCOPE OF WORK:** 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.

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2.0 KEY DATES

2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for Enquiries	3:00pm on Tuesday, January 18, 2022
Closing Time	3:00pm on Tuesday, January 25, 2022

2.2 All references to time in the RFP are references to the time in the City of Vancouver, as indicated in the electronic timestamp the Proposal receives upon delivery to the email address specified herein, which is in turn synchronized to Network Time Protocol (NTP) provided by the National Research Council of Canada adjusted to local Pacific Time Zone.

3.0 CONTACT PERSON

3.1 All enquiries regarding the RFP must be addressed to:

Michael Sachdev, Buyer
michael.sachdev@vancouver.ca

3.2 All enquiries must be made in writing and are to be directed only to the above contact person. In-person or telephone enquiries are not permitted. Any communication from potential Proponents to City staff other than the contact person regarding the content of this RFP may lead to disqualification of the Proponent from this RFP process, at the City's sole discretion.

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 by email in accordance with the following:

- Subject of the file to be: PS# - Title - Vendor name.
- Document format for submissions:
 - RFP Part C in PDF format - 1 combined PDF file,
 - Appendix 3 (pricing tab) in Excel format, and;
 - Any other attachments if necessary
- Zip the files to reduce the size or email separately if needed.

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- Send your submissions to Bids@vancouver.ca; do not deliver a physical copy to the City of Vancouver.
 - Submitting the files via Drop box, FTP, or similar programs, is not acceptable.
- 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 are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.6 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.
- 4.7 Unnecessarily elaborate Proposals are discouraged. Proposals should be limited to the items specified in Part C of the RFP.
- 4.8 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium for the purpose of responding 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.
- 4.9 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 6 possible 1-year extensions, for a maximum total term of 9 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.

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7.2 Prices must be quoted in Canadian currency and fixed prices must be quoted for the full term of the Proponent's proposed agreement.

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 by City representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal or Proposals offer the overall best value to the City. In so doing, the City expects to examine:

(i) financial terms, overall cost, including as appropriate: price, delivery costs, installation costs and maintenance costs;

(ii) Proponents' skills, knowledge, reputations and previous experience(s) in delivering a similar scope of work, including experience(s) with the City (if any);

(iii) Proponents' capabilities to perform and meet the requirements in the City's scope of work (as defined in Part B) as and when needed;

(iv) product quality and service factors, such as but not limited to product conformance, lead times and delivery capabilities, order processing, quality assurance, account management, reporting capabilities, emergency and disaster support and performance management;

(v) innovation;

(vi) environmental or social sustainability;

(vii) transition costs or challenges; and,

(viii) Proponent's historical performance in delivering the defined services and honoring the defined terms and conditions of prior executed Agreement(s) with the City.

Certain other factors may be mentioned in Part B or elsewhere in the RFP.

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.

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- 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 scope of work 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.
- 9.2 The City's Alcohol, Controlled Drugs and Medications Policy applies to all contractors doing work on behalf of the City and can be found at <https://policy.vancouver.ca/ADMIN011.pdf>. The policy is intended to set expectations regarding the use of alcohol, medication and controlled drugs that may render an employee unfit for work, impair performance or cause risk of harm to health and safety. The successful Proponent will be required to ensure compliance with the policy by its employees when doing work for the City.

10.0 LIVING WAGE EMPLOYER

- 10.1 Effective May 1, 2017, the City of Vancouver became a "Living Wage Employer". As such, the City requires all firms that are contracted by the City to provide services on City-owned and leased properties to pay employees who perform those services on City property a Living Wage as calculated by the Living Wage for Families Campaign.

Please see the Living Wage for Families Campaign website for the current Living Wage for Vancouver:

http://www.livingwageforfamilies.ca/living_wages_in_bc_and_canada

The Living Wage includes the value of any non-mandatory benefits such as paid sick leave, employer-paid Medical Services Plan premiums and extended health benefits.

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The Living Wage for Families has created a Living Wage Calculator to assist with the calculation of an employee's hourly rate with benefits. The Living Wage Calculator can be found at the following website:

<http://www.livingwageforfamilies.ca/employers/living-wage-calculator/>

Proponents should refer to the Form of Agreement attached as Part D to this RFP for the specific requirements related to the Living Wage, which include:

- (a) paying the Living Wage to all employees who perform services pursuant to the Agreement on City property during the term of the Agreement; and
- (b) ensuring that all subcontractors pay the Living Wage to their employees who perform services on City property during the term of the Agreement.

Failure to comply with the Living Wage requirement will entitle the City to terminate the Agreement.

11.0 CERTAIN APPLICABLE LEGISLATION

11.1 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.

11.2 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.

12.0 LEGAL TERMS AND CONDITIONS

12.1 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.

PART B – SCOPE OF WORK

The scope of work stated in this Part B (collectively, the “**Scope of Work**”) IS current as of the date hereof, but may change or be refined in the course of the evaluation of Proposals or otherwise.

Unless otherwise stated, if, and wherever, the Scope of Work states 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 Scope of Work expresses 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 The City has the following objectives and requirements (together, the “**Requirements**”):

Overview

This RFP identifies a business opportunity for two Contractors to provide Asphalt Milling Services to the City. A single Contractor will be designated as “Contractor A”, and will likely provide the majority share of the City’s annual Asphalt Milling Services. Contractor A will be the Contractor that will get the first opportunity to provide the City with Asphalt Milling Services. A single Contractor will be designated as “Contractor B”, and will be contacted by the City when Contractor A is unable to provide the Asphalt Milling Services. Since the City’s expectation is that Contractor A will be able to provide the majority share of the City’s annual Asphalt Milling Services, Contractor B will likely only provide a minority share of the City’s Asphalt Milling Services. Contractor A and Contractor B will be required to provide the Services to the City as and when required by the City from time to time. If neither Contractor A nor Contractor B is able to provide any Asphalt Milling Services as and when required by the City, the City will be entitled to engage another party for the provision of those Services.

Any contract that is awarded under this RFP will have a term of three years with the option to renew for six additional one year periods to a maximum total term of nine years. It is the City’s sole discretion to renew the contract with the Contractor(s).

Scope of Work

The Contractors must have the proven extensive experience, knowledge, skills and technical skills to mill concrete and asphalt road surfaces to various depths (profiling - 12”). The Contractor shall provide all necessary machinery, tools, apparatus and other means of construction, provide all labour, perform all Work and furnish all materials identified in the specifications, general conditions, special conditions and drawings in the manner prescribed therein and in accordance with the requirements of the City of Vancouver. Unless otherwise stipulated, the Supplier shall provide and pay for all materials, labour, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.

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PART C - FORM OF PROPOSAL

Most grinding is required to be asphalted at a 2” depth. The City will supply the trucking. The 2 meter wide grinder will come with noise suppression and dust suppression. The City may request sweepers to remove the fine particles in preparation for paving.

Machine operators need to be highly skilled, trained and qualified to complete grinding and profiling of City streets to meet design or project specifications. The Contractor is required to have mechanics available to repair equipment that has failed or is in need of repair on site or Contractor is required to provide a replacement piece of equipment.

The Supplier and its employees need to conduct themselves in a respectful and professional manner when dealing with the public and City staff. The work force of the Supplier will at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property. The Supplier will satisfy all safety requirements as may be required by local, Provincial and Federal laws, rules and regulations

The City’s Representative in charge of the Asphalt Milling Services schedules the work with the successful Supplier by phone and by email. Before start of work, Supplier is required to examine the site of the work where such is possible and fully inform themselves of the conditions and limitations, and make due allowance in their schedules for any such conditions and limitations as they affect the proper carrying out of the work. Pre-planning & scheduling starts three to four weeks in advance and the schedule maybe finalized less than one week ahead of the work. The City’s Representative reviews the work plan onsite with the Supplier prior to job start. Cancellation of the work by City Representative, could be potentially less than 24 hours due to emergencies, unforeseen circumstances/weather or where the City Representative determines that the quality of service or product maybe affect City specification or quality of standards.

For most Engineering Departments, the City will endeavor to place orders through a centralized process for consolidation of orders and tracking purposes. Other City departments such as Parks may be placing orders directly with the Supplier and therefore the Supplier will require a thorough understanding of the City hierarchy for overall efficiency and a streamlined approach. A City purchase order will be issued for each Department to facilitate and process the order. It will be the responsibility of the Supplier to ensure a purchase order is received prior to of delivery of services.

Emergency Asphalt Milling Service may be required. The Supplier must have the capability to provide emergency services for asphalt services seven (7) days a week, twenty-four (24) hours a day. Asphalt & Milling Services is considered a critical item in the City’s emergency preparedness plan for disaster recovery and emergency response. Depending on the nature of a major emergency and the subsequent infrastructure damage, a large demand may exist for such service. A large demand for this service may also exist from other customers in these circumstances; however Proponents should consider that the City’s needs may be a priority to ensure public safety.

Specific work hours required will be expressed in each call up. The regular work hour is from 7:00am to 4:30pm on working days. Typically the work continues through lunch and breaks are taken only when the operation allows. The City does not pay for lunch or breaks. Services may be required outside of the regular work hours with early starts and/or night shifts. Services may be required on Saturday, Sunday or statutory holidays. The number of hours worked by the successful Contractor starts when scheduled grinding begins and ends. The City will compensate the successful Contractor for the services on overtime over 8 hour shift on work days, Saturdays, Sundays and Statutory Holidays as a premium adding to the regular base rate. Supplied Equipment failure and resulting downtime will not be compensated by City of Vancouver

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PART C - FORM OF PROPOSAL

The City will not pay for load/unload of machine, nor the travelling time from/back to the successful Contractor's work yard, instead, the City will compensate the contractor for the time and expense to get the grinder on site, erected and ready for work in the one way mobilization fee. The City will not pay for the grinder to move to the next destination unless it is for the job with the City under the contract for Asphalt Milling Services. The City does not pay for the mobilization or demobilization of the sweeper. If the lowbed is on site waiting at the City's direction due to operational need, the City will pay for the lowbed at a standby rate (Add to Questionnaire -after how long?). In the event that the scheduled work is cancelled during the start time of the work, the City will compensate the successful Contractor at a minimal call-out charge for the machines. The City does not pay for machine down time if machine failure is caused by the successful Contractor.

Vendor's equipment & products and rented equipment may be susceptible to vandalism, accident and or theft. The City will not assume any responsibility for any damage, vandalism, theft and shall pay no expense to have the equipment or products repaired or replaced. If the equipment or product needs to be replaced or repaired, the equipment or product shall be replaced or repaired immediately at the expense of the Supplier.

The City cannot guarantee a minimum volumes or number of hours of work to the successful Contractor. The following yearly requirements are estimated based on the historical data and are for information only. Actual volume may vary.

- (a) Asphalt Milling Services (rate including machine and labor) from Monday to Friday for:
 - 2 meter grinder: approximately 660 hours per annum based on the historical usage;
 - 1 meter grinder: approximately 50 hours per annum based on the historical usage.
- (b) Personnel - overtime hours for Saturdays, Sundays, statutory holidays, shifts that exceed 8 hours, night shifts, early starts: approximately 360 hours per annum;
- (c) One way mobilization (set rate per move) for:
 - 2 meter grinder: approximately 70 moves per annum;
 - 1 meter grinder: approximately 7 moves per annum.
- (d) Sweeping services: approximately 390 hours per annum (same as the grinder on major projects).

Key Personnel and Account Representatives

The City requires a designated account representative to serve as a point of contact and be responsible for managing the relationship between the City and the Supplier. The City has various departments that may require such services and therefore the account representative will work with designated City staff to ensure a streamlined implementation for account setup and processes and ensure that the City objectives are met as outlined within this section.

The Proponent should identify key personnel that will:

- a. make decisions for the contract implementation and escalation process as required;
- b. serve as a point of contact to the City relating to matters of the City's account, ordering process and day-to-day operations as specified herein;

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PART C - FORM OF PROPOSAL

- c. serve as a point of contact for all OHS related matter;
- d. provide contact names, email & numbers for key personnel and for 24/7 dispatch contacts for order processing and emergency response who will be familiar with the City accounts; and
- e. Provide contact names, email & numbers for any operation support that the City may require.

Quality Control and Assurance

The City requires a Proponent to have a robust quality control and assurance program to ensure the quality of the Products, standards and processes. Such quality, standards and process will include but not limited to:

- a. dealing with unit and service non-conformance;
- b. quality standards for servicing are consistently met and monitored;
- c. process and target timelines for non-conformance investigations; corrective action process;
- d. any special process and/or quality programs/certifications, including date of most recent audit and certification; and
- e. providing contact name(s) and phone numbers whereby City staff can reach out for any emergency and non-emergency basis.

Reporting Capabilities

The Supplier maybe required to provide detailed reporting with supporting data on a quarterly basis (or as frequently determined by the City), on service performance provided to the City. Reports will include but not be limited to volume or timing of service, any optional items provided to City, job sites (address of location), dates delivered, installed, removed, City requesting department and City personnel name, quantity, spend and Supplier capacity and any other criteria the City may require

City considers effective Supplier performance management and continuous improvement to be important for the successful delivery of Asphalt & Milling Service & Supply and related requirements.

(a) Continuous Improvement - Continuous improvement of the Asphalt & Milling services program is a key focus for City. The Supplier's support in this area will be critical for the ongoing success of this Contract. The City is seeking to continuously improve service delivery throughout the term of the Contract while ensuring that total cost (direct and indirect) and overall value is optimized.

(b) Performance Management - In order for the Supplier and the City to work together effectively and foster a strong partnership, the City will implement a Supplier Relationship Management Program focused on regular, meaningful communications. This will include meetings with a strategic focus that will facilitate a review of both City and Supplier performance resulting from the tracking of key performance metrics.

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PART C - FORM OF PROPOSAL

Quality, Inspection & Testing

Right to Inspect, Test and Audit - The Supplier shall be solely responsible for implementation and performance of all quality measures and shall comply with the Contract Performance Metrics. The City Representative may or may not audit, inspect or test all or any part of the Work (including coordinating audits, inspections and spot checks of Work occurring on Work sites for compliance with the requirements of the Contract), or any other obligations performed under the Contract, at the times set out in the Contract and at any time while Work is being performed at or on a Work site, provided that no inspection, testing or audit performed by City, separately or in conjunction with the Supplier, shall in any way relieve the Supplier of full responsibility for the implementation and performance of the quality measures, or for the quality, character and performance of the Work.

Within six (6) months of Contract award, the City and the Supplier will establish a Performance Management Program to measure the effectiveness and quality of overall delivery of services. Key areas of Performance to be developed;

- A. Technical Service Delivery;
- B. Administration; and
- C. Occupational Health & Safety.

Examples include but are not limited to:

- A. Operational:
 - a. Downtime;
 - b. Delays;
 - c. Resource Capacity;
 - d. Field Service Score; and
 - e. Equipment Failures.
- B. Administration:
 - a. Invoice Errors; and
 - b. Outstanding AR/AP reporting.
- C. OHS
 - a. Incident Reporting (including near misses);
 - b. Field Inspection Audit Reporting; and
 - c. Medical Aid Reporting.

The Supplier Account Representative and City Representative will establish a forum to review service performance and seek opportunities for continuous improvement.

The above examples or similar KPI's will be provided to the City by the Supplier to ensure that the service levels continually meet or exceed the City operational requirements.

OWNERS LIST OF KNOWN WORKPLACE HAZARDS

Attached to Part B - Requirements, as Appendix 1, is a completed Owners List of Known Workplace Hazards for the Proponents review and information. The successful Proponent will be required to complete a "Contractors Pre-Work Hazard Identification" prior to completion of the Agreement.

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Non-Road Diesel Engine Emissions Regulations

All non-road diesel powered equipment that is 25 hp (19 kw) or greater must comply with Metro Vancouver's Non-Road Diesel Engine Emissions Regulation Bylaw No. 1161, 2012 (the Bylaw). The Bylaw requires owners or operators of Tier 0 and Tier 1 non-road diesel engines to register, label, and pay fees in order to operate within Metro Vancouver. Please advise what Engine Tier your proposed equipment meets and if it complies with Metro Vancouver's Bylaw. Provide the engine registration number issued by Metro Vancouver if applicable. The City, at its discretion, may give preference to equipment that meets higher emission standards. To register your equipment call Metro Vancouver for assistance at 604-451-6655 or visit www.metrovancouver.org/nonroaddiesel

Control of Work

The Contractor shall take precautions to reduce nuisance caused from mud or dust by clean-up, sweeping, sprinkling with water or other means as necessary to accomplish results satisfactory to the City Project Manager. If the Contractor fails to maintain the site tidy or refuses to remove waste and debris as directed by the City Project Manager, the Owner, at its own discretion, may proceed to clean the site, remove waste and debris from site, and deduct from any payment due the Contractor the cost of such cleaning or removing materials.

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PART C - FORM OF PROPOSAL

PART C FORM OF PROPOSAL

RFP No. PS20210407, Asphalt Milling Services (the "RFP")

Proponent's Full Legal Name: _____
"Proponent"

Address: _____

Jurisdiction 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

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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 Personal Information Consent Form(s)
- APPENDIX 8 Subcontractors
- APPENDIX 9 Proposed Amendments to Form of Agreement
- APPENDIX 10 Conflicts; Collusion; Lobbying
- APPENDIX 11 Proof of WorkSafeBC Registration

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. PS20210407, 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

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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));

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- (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.

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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 in accordance with the form set out in Part C - APPENDIX 10.
- (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 in accordance with the form set out in Part C - APPENDIX 10.

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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 in accordance with the form set out in Part C - APPENDIX 10.

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 in accordance with the form set out in Part C - APPENDIX 10.

9.4 Declaration as to No 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, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

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.

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APPENDIX 2
QUESTIONNAIRE

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

Proponent Overview

Please provide a description of the proponent's company, purpose and history of successes including number of years in business, major projects, and what is most responsible for the proponent's success to date?

Please provide a detailed description of the Proponent's knowledge, experience, capacity, and work plan responding to the Services required by the City as described in Part B - Scope of Work. The Proponent should demonstrate service levels and support to meet the City's Requirements. Provide Organizational Chart for Company. Include description of duties for each role.

Provide a list of roles/positions that will be responsible for the management, planning and execution of supply services thru the term of the Agreement. Include time and experience for each individual.

What are the skills, qualifications and experience are required for Vendor personnel who supply Asphalt & Milling Services?

Indicate number of asphalt milling and grinding personnel employed by the Proponent, and describe their knowledge and experience to complete grinding and profiling of City streets to meet design or project specifications, and also describe their mechanical skills in handling machine failure on site.

What certifications and training are required for personnel who supply Asphalt & Milling Services?

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Describe how the Proponent will ensure that when the City has a need for Asphalt Milling Services, the Proponent will be able to meet such need. Indicate whether Subcontractors will be used and under what circumstances. Do you use third party service to supply proposed Asphalt & Milling equipment? If yes, provide details.

Describe how the Proponent will achieve continuity of personnel during overtime and weekends, per:

- i. Overtime procedure and personnel scheduling;
- ii. Weekend scheduling procedure; and
- iii. After-hours contact procedure.

Indicate records of past incidents of misconduct with the City in the last twelve (12) months.

Provide evidence of performance reviews of asphalt milling personnel.

Provide a list and details of Performance Reporting and Key Performance Indicators delivered to Vendor's Clients.

Describe the Proponent's process for deploying new and/or inexperienced personnel. For asphalt milling personnel with limited experience, Proponents must describe how the orientation and training of these personnel will be achieved, and how the rest of the asphalt milling staff will support these

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less experienced personnel.

Describe the Proponent's communication policy with the public.

Describe the Proponent's conflict resolution process and disciplinary action in regard to incidents with the public and City personnel.

Indicate participation in third-party Quality Systems Audit(s).

Describe added value to the Services, if any. 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.

Describe in detail (drawing, procedures, standards, etc.), the Q/A process to ensure Asphalt & Milling equipment & systems are operating on worksites to meet the design standard & functional requirements of the current City of Vancouver - Engineering Design Manual, Construction Specifications and Master Municipal Construction Standards (MCMD).

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Describe in detail how Vendor will maintain City Project Schedules due to Vendor service delivery defects? I.e. when equipment fails, how will Vendor pre-mitigate the risk to Project Delivery?

Equipment Requirements

Indicate the number of available equipment, including manufacturer name, model number, and width of grinder drum, and include a photo of the machine in the submission. Please complete the table below. Add rows and columns as required. Provide a Fleet, Equipment & Ancillary Equipment list used to supply & delivery Asphalt & Milling services. List capacities rating and capabilities related to the performance of the service

	Number of available equipment	Manufactured by	Model number	Width of grinder drum	Additional info. of the machine (front/rear-loading machine, etc.)
2 meter grinder					
1 meter grinder					
Sweeper					
Other, _____					

What is the age of your vehicle fleet/equipment?

What are the emission and noise standards for your fleet/equipment? Provide details.

Does your fleet/equipment use electric or hybrid technologies? If yes, provide details on current

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replacement plans over the next 3 years.

Indicate the Proponent's use of demand and supply planning tools for Asphalt Milling Services.

Describe how supplied equipment will be mobilized/demobilized for COV Projects.

Describe your organizations Dispatch Process for client work requests. Include any documentation used in Dispatch processes.

Indicate how many Asphalt Milling Personnel can be dispatched on any given day.

Indicate how many pieces of equipment can be dispatched on any given day.

Provide a copy of field records used to validate supplied services for billing purposes.

Provide a sample copy of monthly invoices/statement.

Provide records of service fill rates and measures of accuracy.

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Provide records of metrics demonstrating past performance.

Provide customer service metrics.

Provide a table listing the productivity rate for each supplied milling machines.

Describe in detail how your organization measure and evaluates quality performance in the following components of service delivery:

- a. Human Resources
- b. Operations
- c. OHS
- d. Environmental
- e. Invoice Administration

Safety Compliance

Provide a copy of the Proponent's Safety Program/OHS Program Manual.

Provide a copy of the Proponent's Safe Work Procedures and Safety Records for the last 5 years.

Describe Safety Plans and/or Traffic Control Plans, if applicable.

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Describe Risk Assessment Program- Hazard Analysis/Risk Assessment Processes.

Describe Joint Health and Safety Committee (JHSC) Program, if applicable.

Describe Incident/Accident Reporting Program.

Provide statistical records of WorkSafeBC Claims in the last twelve (12) months, including Health Care and Short-Term Disability.

Indicate number of WorkSafe BC incidents reported in the last twelve (12) months.

Provide evidence of Subcontractor compliance, which may be in the form of a performance evaluation.

Indicate participation in third-party Safety Audit(s).

Provide evidence of BC Construction Safety's Alliance Certificate of Recognition Program (COR), if certified.

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Describe New Employee Orientation and Training program(s), prior to deploying asphalt milling personnel.

Provide evidence of Employee Safety Training and Records of Training, for basic and on-going/maintenance.

Provide evidence of Supervisor Training Program(s), if applicable.

Supplier Diversity

Please note that these Supplier Diversity questions are optional and will not form part of the evaluation of this RFP. Proponent answers to Supplier Diversity questions are for information gathering purposes only and will be kept confidential in accordance with the Legal Terms and Conditions of this RFP.

In the space below, indicate the vendor’s company profile with regards to social value and economic inclusion including recognized certifications and/or if owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ2+ people).

<p>Majority owned/controlled/ by:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Women <input type="checkbox"/> Indigenous Peoples <input type="checkbox"/> Non-Profit/Charity (Social Enterprise) <input type="checkbox"/> Coop <input type="checkbox"/> Community Contribution Corporation (3C/CCC) <input type="checkbox"/> Ethno-cultural Persons <input type="checkbox"/> People with Disabilities <input type="checkbox"/> LGBTQ2+ <input type="checkbox"/> Other: please indicate 	<p>Social / Diverse Certifications</p> <ul style="list-style-type: none"> <input type="checkbox"/> BCorp <input type="checkbox"/> Supplier Diversity Certification <hr/> <p>Enviro / Other Certifications</p> <ul style="list-style-type: none"> <input type="checkbox"/> BuySocial <input type="checkbox"/> Living Wage <input type="checkbox"/> Fairtrade <input type="checkbox"/> Green Business Certification (ie. LEED, ClimateSmart) <input type="checkbox"/> Other: please indicate
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<input type="checkbox"/> None of the above	<input type="checkbox"/> None of the above
--	--

Do you have a Supplier Diversity program to include/consider equity-seeking businesses as your vendors/suppliers/sub-contractors? If yes, please provide information on how you invest in economic development of small/social/diverse businesses as your suppliers or sub-contractors

What % or \$ of work from this contract will be directed to sub-contractors that identify as social/diverse based on certification and/or ownership/control by equity seeking demographic?)

Category of Social Value Businesses (Majority owned/controlled/certified by)	# of Businesses	\$/% of contract	Name of the Businesses being Sub-contracted
Indigenous Peoples			
Women			
Ethno-cultural			
People with Disabilities			
LGBTQ2+			
Non-Profit/Charity (Social Enterprise)			
3C/CCC; Coop ; BCorp			
Other			

Workforce Diversity

As best known, in the space below, indicate the vendor's company profile with regards to economic inclusion supporting employment equity, [diversity, inclusion](#) and reconciliation by an equity-seeking demographic (including but not limited to Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ2+ people). *Confidential & for information only*

<p><u>Overall Workforce Diversity:</u></p> <ul style="list-style-type: none"> % Women % Indigenous Peoples % Ethno-cultural People % People with Disabilities % LGBTQ2+ % Other: please indicate 	<p><u>Leadership/Management/Executive Workforce Diversity:</u></p> <ul style="list-style-type: none"> % Women % Indigenous Peoples % Ethno-cultural People % People with Disabilities % LGBTQ2+ % Other: please indicate
<p><u>If you choose not to respond please indicate why:</u></p> <p><input type="checkbox"/> <u>Do not track this information</u></p>	

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<input type="checkbox"/> <u>Do not want to share this information</u>	
--	--

Environmental Sustainability

City of Vancouver is committed to being the Greenest City and values the environmental impact and sustainability of proponents in addition to the goods or services offered with regards to Healthy Ecosystems (minimizing pollution/toxicity, conserving natural resources, and regenerating ecological; local food; clean water / water consumption), Zero Waste (reducing and/or diverting), Zero Carbon (reducing/eliminating greenhouse gases).

1. For the following, please indicate those you track and/or report

	<i>Track</i>	<i>Report</i>
GHG Emissions	<input type="checkbox"/>	<input type="checkbox"/>
Energy usage	<input type="checkbox"/>	<input type="checkbox"/>
Water usage	<input type="checkbox"/>	<input type="checkbox"/>
Any hazardous/toxic air or water emissions	<input type="checkbox"/>	<input type="checkbox"/>
Generation/recycling/reduction of solid waste	<input type="checkbox"/>	<input type="checkbox"/>
Generation/recycling/reduction of hazardous	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>

a. If reporting, please indicate to whom or where

- Government(s)/Agencies
- Industry Association(s) i.e. “industry-wide [environmental product declaration](#)”
- [CDP](#)
- Global certification system i.e. [World Business Council for Sustainable Development](#)
- Other(s) i.e. Concrete Sustainability Council

b. Do you request/require your supply chain to track and report any of the above? Y/N, explain

2. Has your company achieved (or is it committed to) any of the following activities? Check all that apply and provide details/targets/goals

- Increase [renewable energy](#) sources and/or reduce the company’s overall energy usage
- Reduced carbon use, GHG emissions or use of ozone depleting substances
- Implemented initiatives to reduce waste at the source or divert the waste from landfills/incineration
- Recycled water or other water recovery systems to reduce the use of potable water
- Responsibly dispose of all hazardous waste generated from production.
- [2030 Sustainable Development Goals of the United Nations](#)
- Other: include an explanation of any on-going efforts or plans that the vendors has, or has taken to address climate change and their environmental impact

Please provide details

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Do you engage with your supply chain on any above noted issues? Y/N, explain

Duly completed form for Energy Efficiency and Emissions of the Equipment, as attached as Appendix 12 to Part C.

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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 7.0 of the RFP (as well as any other sections of the RFP imposing requirements as to pricing).

When submitting its Proposal by email, please ensure Appendix 3 - Commercial Proposal is provided as a separate file to the entire Proposal.

<input type="checkbox"/>	<p>By colouring in this box, the Proponent hereby confirms that the above Commercial Proposal is based on the payment of wages to employees of the Proponent and Subcontractors that comply with the City's Living Wage Policy as described in Section 10.0 of Part A and in the Form of Agreement attached hereto as Part D.</p>
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2.2.1 If a Proponent wishes to be considered for Contractor A or Contractor B, such Proponent should provide pricing information in the applicable column in Table A. If a Proponent wishes to be considered for both Contractor A and Contractor B, such Proponent should provide pricing information in both columns in the tables below. The Proponent shall also provide its un-contracted prices, in other words, in the absence of a Contractor A or Contractor B award;

2.2.2 Proponents should refer to the Section of Scope of Work when provide pricing to Table A. Proponents may bid on all or part of the Requirements. However, as per the Scope of Work, items associated with supplying the 2 meter wide grinder in Table A are the mandatory items for Proponent who wishes to be considered as Contractor A;

2.2.1 Please indicate N/A in Table A for items not applicable;

2.2.2 Alternative pricing solutions: Proponents may offer alternative pricing options.

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#	ITEM DESCRIPTION	CONTRACTOR A RATE	CONTRACTOR B RATE	UNCONTRACTED RATE
	Equipment Hourly Rates including regular labor rate			
1.	2 Meter Grinder	\$ _____ /hour	\$ _____ /hour	\$ _____ /hour
2.	1 Meter Grinder	\$ _____ /hour	\$ _____ /hour	\$ _____ /hour
3.	Sweeper (Skidsteer)	\$ _____ /hour	\$ _____ /hour	\$ _____ /hour
	Mobilization			
4.	2 Meter Grinder (one way mobilization)	\$ _____ /each	\$ _____ /each	\$ _____ /each
5.	1 Meter Grinder (one way mobilization)	\$ _____ /each	\$ _____ /each	\$ _____ /each
	Personnel Premiums			
6.	Overtime (working days 8 hour shift)	\$ _____ /hour	\$ _____ /hour	\$ _____ /hour
7.	Saturdays	\$ _____ /hour	\$ _____ /hour	\$ _____ /hour
8.	Sundays and Statutory Holidays	\$ _____ /hour	\$ _____ /hour	\$ _____ /hour
	Minimum Call-out Charge			
9.	2 Meter Grinder	\$ _____ /each	\$ _____ /each	\$ _____ /each
10.	1 Meter Grinder	\$ _____ /each	\$ _____ /each	\$ _____ /each
11.	Sweeper	\$ _____ /each	\$ _____ /each	\$ _____ /each
	Standby Rate			
12.	Lowbed	\$ _____ /hour	\$ _____ /hour	\$ _____ /hour
13.	Minimum Advance Notice Required for the Services, if applicable	_____ hours	_____ hours	_____ Hours
14.	Other, please specify:			

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APPENDIX 4
PROPONENT'S REFERENCES

Complete this Appendix 4 - Proponents References in the form set out below with references that are relevant to the Scope of Work set out in this RFP.

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	
------------------------	--

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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	

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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.)

FOLLOWING PAGE

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CERTIFICATE OF EXISTING INSURANCE

TO BE COMPLETED AND APPENDED TO THE PROPOSAL



Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect.
2. **NAMED INSURED** *(must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)*

BUSINESS TRADE NAME or **DOING BUSINESS AS**

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

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

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

4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)

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

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

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

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

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

7. PROFESSIONAL LIABILITY INSURANCE

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

If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date: _____

8. OTHER INSURANCE

TYPE OF INSURANCE _____	Limits of Liability
INSURER _____	Per Occurrence \$ _____

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

_____ Dated _____

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

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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.

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
PERSONAL INFORMATION CONSENT FORM(S)

[INTENTIONALLY DELETED]

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**APPENDIX 8
 SUBCONTRACTORS**

Complete this Appendix 8 - 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		
Social Value Business - shall mean a business that has a recognized environmental or social certification and/or is majority owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).	In the space below, detail the Proponent's proposed use of Social Value Businesses as sub-contractors/consultants (if any) and provide brief company profiles of those Social Value Businesses and descriptions of how they qualify as Social Value Businesses.	
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:	

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	Client Contact:	
	2. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	3. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	

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APPENDIX 9
PROPOSED AMENDMENTS TO FORM OF AGREEMENT

Complete this Appendix 9 - Proposed Amendments to Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement attached as Part D. 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

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APPENDIX 10
CONFLICTS; COLLUSION; LOBBYING

Complete this APPENDIX 10 - 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 Part C - 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)	
Exceptions to Declarations as to No Lobbying (Section 9.4 of Legal Terms and Conditions)	

APPENDIX 11
PROOF OF WORKSAFEBC REGISTRATION

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

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APPENDIX 12
ENERGY EFFICIENCY AND EMISSIONS OF THE EQUIPMENT

(a) Equipment should be as energy efficient as possible and should meet US Environmental Protection Agency (EPA) Tier 3 Engine requirements, with higher rating preferred. Provide the information listed below in the form of a table for each piece of equipment to be used to deliver the Services (including Subcontractors' equipment):

Vehicle Type	Manufacturer name	Model	Year	Engine power (hp)	Fuel Type(s)	Expected energy consumption when performing asphalt milling service (L/hr)	Meter Type (specify hrs, or km, or both)	Current meter reading (hours or kms)	EPA engine emissions rating (year of rating)
2 meter grinder									
1 meter grinder									
Sweeper									
Other									

(b) Describe specific actions that could be undertaken to reduce the energy consumption of the equipment to be used.

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(c) The Proponent may be required to deliver a report once annually detailing the type(s) and quantity(ies) of fuel(s) used to operate equipment and machinery as part of delivering the Services. Describe Proponent's ability to provide fuel use information specific to the delivery of this Service.

PART D
FORM OF AGREEMENT

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

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