



**CITY OF VANCOUVER**

**REQUEST FOR PROPOSAL PS06034**

**COURIER AND CARTAGE-RELATED SERVICES  
FOR THE CITY OF VANCOUVER**

Proposals will be received in the Courier Delivery Drop-Off Office, 1<sup>st</sup> Floor, Vancouver City Hall, 453 West 12<sup>th</sup> Avenue, Vancouver, British Columbia, Canada, V5Y 1V4 prior to the Closing Time: 3:00:00 P.M. City Hall Clock Time (as defined in Note 2 below), Tuesday, July 18, 2006 and registered at 11:00:00 A.M. on Wednesday July 19, 2006.

**NOTES:**

1. Proposals are to be in sealed envelopes or packages marked with the Proponent's Name, the RFP Title and Number.
2. The Closing Time will be conclusively deemed to be the time shown on the clock used by the City's Courier Delivery Drop-Off Office for this purpose.
3. DO NOT SUBMIT BY FAX.

All queries related to this RFP are to be submitted  
in writing to the attention of:

**Cheryl Brown, B.A. (Hons.), C.P.P.**  
Contracting Specialist

FAX: 604-873-7057 E-MAIL: [purchasing@vancouver.ca](mailto:purchasing@vancouver.ca)

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PART A - INTRODUCTION**

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**1.0 Overview**

This Request for Proposal (“RFP”) identifies a business opportunity for the successful Proponent(s) to provide courier and cartage-related services for the City of Vancouver, consisting of but not limited to:

- Pick-up and delivery of packages for a variety of locations within the City, and for a wide range of package sizes and weights;
- Scheduling and coordinating regular runs between various City locations;
- Customer service consisting of addressing requests, complaints, problem resolution, and continuous improvement;
- An on-line system for placing orders, tracking and reporting;
- Monthly reports and summary billing for courier and cartage services; and
- Environmental commitment and action.

**1.1 Key dates to be noted are:**

<b>Event</b>	<b>Dates</b>
Release of RFP	June 27, 2006
Deadline for Response Notification Form	July 10, 2006
Deadline for Enquiries	July 12, 2006
RFP Closing	July 18, 2006

**2.0 Background and Scope**

**2.1 The City of Vancouver**

The City of Vancouver, with a population of approximately 560,000 lies in a region of more than two (2) million people. Vancouver is the largest city in the province of British Columbia and the third largest in Canada. As the main western terminus of Canada’s transcontinental highway and rail routes, as well as home to the Port of Vancouver, Vancouver is the primary city of western Canada and one of the nation’s largest industrial centres.

Vancouver is consistently rated as one of the most liveable cities in the world and is host city of the 2010 Olympic and Paralympic Winter Games.

With the adoption of the Corporate Climate Change Action Plan in 2004 Vancouver is leading municipalities across Western Canada toward achieving the goals of the Kyoto Protocol. The City of Vancouver has set an ambitious goal of reducing corporate greenhouse gas emissions (“GHGs”) by twenty per cent (20%) below 1990 levels by 2010. The City is working internally as well as partnering with our suppliers to assist us in achieving greenhouse gas emission reduction measures that will help the City meet its goals.

This RFP process is an opportunity for Proponents to highlight how their company is moving towards meeting and exceeding the challenge and to inform the City about the corporate environmental and social responsibility initiatives you are involved with. The

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City is asking for new and higher standards of practice from Proponents for the following reasons:

- Transportation is one of the largest sources of air pollution in Canada. The combustion of fossil fuels to power vehicles and engines including cars and trucks has adverse impacts on the environment and health of Canadians.
- As described in the City Principles of Sustainability and Environmental Policy (see below), the City is committed to protecting the environment and working with businesses in the community to improve environmental conditions:

**Definition of a Sustainable Vancouver:**

"A sustainable Vancouver is a community that meets the needs of the present without compromising the ability of future generations to meet their own needs. It is a place where people live, work, and prosper in a vibrant community of communities. In such a community, sustainability is achieved through community participation and the reconciliation of short and long term economic, social, and ecological well-being."

**Sustainability Principles:**

"Sustainability is a direction rather than a destination. A sustainable city is one that protects and enhances the immediate and long-term well being of a city and its citizens, while providing the highest quality of life possible. Sustainability requires integrated decision-making that takes into account economic, ecological, and social impacts as a whole.

A Sustainable Vancouver embraces all of the following principles:

- 1) Today's decisions must not compromise the choices of our children and future generations.
- 2) We are all accountable for our individual and collective actions.
- 3) Resources must be used fairly and efficiently without compromising the sustainability of one community for another.
- 4) Using renewable resources is encouraged and supported, while the use of non-renewable resources should be minimized.
- 5) Renewable resource consumption should not exceed the rate of regeneration.
- 6) Strong collaboration and open communication between the public, the business sector, and all levels of government are important.
- 7) We value cultural, economic, and environmental diversity.
- 8) A community should provide a safe, healthy, and viable setting for human interaction, education, employment, recreation, and cultural development.
- 9) A sustainable Vancouver contributes to, and provides leadership towards, regional, provincial, national, and global sustainability.
- 10) The Vancouver economy should move forward from its dependence on non-renewable carbon based fuels, particularly for transportation, which are likely to fluctuate dramatically in price and supply.

For this RFP, specific focus is given to reducing emissions from vehicles, engines and fuels that impact air quality, acid rain, smog and climate change. The City is making

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improvements within its own fleet and wants to do business with enterprises that share a similar commitment to improving financial and environmental performance.

The City believes that stewardship of the environment is a responsibility shared by all Vancouverites including businesses and suppliers of products and services. The City is interested in involving and communicating with its citizens and businesses in the attainment of the City's environmental objectives which include: encouraging and demonstrating the wise use of natural and fiscal resources, Courier and cartage service firms with demonstrated commitment and action in this regard are preferred. [See Appendix 6 "Vehicle Emissions Definitions" for more information].

**2.2 Scope**

The City is seeking a single point of contact for its courier and cartage services requirements, which will meet immediate needs to enhance service levels. The solution will provide improved pick-up and delivery services, responsive communications, and a continuous improvement approach for all divisions of the organization.

**3.0 Objectives of the RFP**

- Pick-up and delivery of packages for a variety of locations within the City, and for a wide range of package sizes and weights;
- Scheduling and coordinating regular runs between various City locations;
- Customer service consisting of addressing requests, inquiries, and complaints;
- An on-line system for ordering and tracing packages;
- Monthly reports and summary billing for courier and cartage services; and
- Environmental commitment and action.

**4.0 Insurance**

- 4.1 Proponents are requested to review and ensure that they fully understand and have the ability to meet the City's insurance requirements as outlined in Section 6 of Appendix 2 - Form of Agreement.

**5.0 Requirements**

- 5.1 In support of the RFP Objectives as outlined above, the City has identified specific Requirements within Schedule A of the RFP to which the Proponent should offer its detailed solution(s).

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**NOTE:** The definitions set out in Attachment A - Legal Terms and Conditions of the Proposal Form (Part D) apply throughout this RFP, including this Part B of this RFP, except where otherwise expressly stipulated or the context otherwise requires.

**1.0 Administrative Requirements**

- 1.1 Immediately after attending the Proponents Informational Meeting, or prior to the deadline shown above, please indicate whether or not you will be submitting a Proposal prior to the Closing Time by sending the Response Notification Form (Appendix 1). This will ensure that the Proponent receives pertinent information such as any questions and the respective answers, or any amendments or addenda relating to the RFP.
- 1.2 It is the sole responsibility of the Proponent to check the City's website at <http://www.vancouver.ca/bid/bidopp/openbid.htm> regularly for amendments, addenda, and questions and answers related to this RFP.
- 1.3 The Proponent is to submit their Proposal in accordance with instructions identified on the cover page and as provided within this Part B.

**2.0 Conduct of RFP - Inquiries and Clarifications**

- 2.1 The City's Manager - Materials Management will have conduct of this RFP, and all communications are to be directed only to the contact person named on the cover page.
- 2.2 It is the responsibility of the Proponent to thoroughly examine these documents and satisfy itself as to the full requirements of this RFP. Inquiries are to be in written form only, faxed to 604-873-7057 or e-mailed to [purchasing@vancouver.ca](mailto:purchasing@vancouver.ca) to the attention of the contact person shown on the cover page before the deadline date. If required, an addendum will be issued to all registered Proponents and posted on the City's website as noted in item 1.2 above.

**3.0 Contract Requirements**

- 3.1 The term of Contract(s) will be for a minimum term of five (5) years with two one-year options to renew.
- 3.2 Where the head office of the successful Proponent(s) is located within the City and/or where the successful Proponent(s) is required to perform any Work at a site located within the City of Vancouver, the successful Proponent(s) is required to have a valid City of Vancouver business license prior to Contract execution.
- 3.3 If any of the terms set out in the RFP are unacceptable to the Proponent, the Proponent should identify such terms and provide suggested alternatives in Schedule C - Deviations and Variations. While the City is not obligated to accept any alternative, all suggested alternatives will be considered during the evaluation process, but may or may not be acceptable to the City.

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**4.0 Pricing**

- 4.1 Prices quoted are to be exclusive of GST and PST.
- 4.2 Prices are to be quoted F.O.B. destination with all freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included.
- 4.3 Proponents located in Canada may quote in Canadian Funds and where the product is imported from the USA or from other countries, prices may be quoted in the currency of the country from which they are imported. Proponents located outside Canada may quote prices in the monetary currency of their location or the jurisdiction from which the product is being obtained.

**5.0 Consortium Proposals**

- 5.1 The City will consider a proposal from two or more persons or companies having no formal corporate links who wish to form a joint venture or consortium solely for the purpose of submitting a proposal in response to this RFP, provided they disclose the names of all members of the joint venture or consortium and all members sign the Proposal Form.
- 5.2 One person or company is to be identified as the Key Contact Person on the Proposal Form (Part D), and be prepared to represent the consortium to the City. The Key Contact Person will serve as the primary contact and take overall responsibility for all communications with the City during the Proposal submission, evaluation, and any negotiation process.
- 5.3 Consortium Proposals should include proposed contract language describing each consortium members' roles and responsibilities and the proposed legal contract structure.
- 5.4 The City reserves the right to accept the consortium as proposed or choose to contract with individual consortium members separately. Each component of the consortium proposal should be priced out individually.

**6.0 Submission of Proposal**

- 6.1 Proponents are to submit eight (8) copies of their Proposal. Five (5) bound copies are to be in three ring binders with each section tabbed and including all accompanying schedules, appendices or addenda in a sealed envelope or package marked with the Proponent's name, the RFP title and number, prior to the Closing Time set out on the date and to the location shown on the cover page of this RFP. Proponents can submit CD-ROM copies for the remaining three (3) copies of their proposal as an option; however this is not a requirement of submission.
- 6.2 Only the English language may be used in responding to this RFP.
- 6.3 Proposals received after the Closing Time or in locations other than the address indicated, may or may not be accepted and may or may not be returned. The City may or may not elect to extend the Closing Time.

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- 6.4 Amendments to a Proposal are to be submitted in writing in a sealed envelope or package, marked with the Proponent's name and the RFP title and number.
- 6.5 Proposals may be withdrawn at any time before or after the Closing Time and are to be withdrawn by written notice delivered to the office of the Purchasing Department, 2<sup>nd</sup> Floor, City Hall, and signed by the authorized signatory for the Proponent.
- 6.6 All costs associated with the preparation and submission of the Proposal, including any costs incurred by the Proponent after the Closing Time, will be borne solely by the Proponent.

**7.0 Format of Proposal**

- 7.1 Unnecessarily elaborate Proposals, beyond that sufficient to present a complete and effective response, are not required and unless specifically requested, the inclusion of corporate brochures and narratives are discouraged.
- 7.2 Proponents are to complete all forms included in this RFP attaching any additional appendices that may be required. Proposals are to be arranged as follows:

**Title Page:** The title page will show the RFP title and number, Closing Time and Date, Proponent name, address, telephone number and the name and title of the contact person.

**Table of Contents:** Page numbers are to be indicated.

**Executive Summary:** A short summary of the key features of the Proposal demonstrating the Proponent's understanding of the scope of the Requirements.

**Proposal Form:** The Proponent is to complete the Proposal Form and attached Attachment A included in this RFP in accordance with the instructions.

**Schedules:** The Proponent is to complete and provide the information within the respective schedules included in this RFP. If additional space is required to respond to the requirements as outlined, then additional pages can be attached.

**Alternate Solutions:** Proponents may submit alternative solutions and are to identify same as additional appendices within their Proposal.

**8.0 Bid and Performance Security**

- 8.1 Since no irrevocable offer is required under this RFP, no bid security is required.
- 8.2 The Proponent will include with its Proposal a letter from its bank, confirming that the Proponent has sufficient credit-worthiness to obtain from a Canadian chartered bank, an irrevocable, perpetual, demand letter of credit in the amount of no less than fifty thousand dollars (\$50,000.00) as required in Section 11.0 of the Form of Agreement.

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**9.0 Conflict of Interest/Solicitation**

- 9.1 Proponents are to ensure that any and all conflicts or potential conflicts and any and all collusion, or appearance of collusion is fully and properly disclosed in Section 6.0 of Attachment A of the Proposal Form.
- 9.2 Failure to disclose this information may result in the rejection of the Proposal, the associated entity's Proposal, and/or the immediate cancellation of any Contract should one be concluded in reliance on the information contained in the submitted Proposal.
- 9.3 If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation offering a personal benefit of any kind, directly or indirectly, to any officer, employee, agent or elected official of the City with respect to the Proposal, whether before or after the submission of the Proposal, the City will automatically disqualify such Proponent.

**10.0 Opening of Proposals**

- 10.1 The City reserves the right to open all Proposals in a manner and at the time and place determined by the City. Dissemination of Proposal information will be as follows:
  - a) Upon opening of the Proposals, the names of each Proponent will be publicly announced.
  - b) Upon completion of Proposal evaluation, the salient features of each Proposal and the recommended Proposal will be summarized and publicly reported on to the City's Council.

**11.0 Evaluation of Proposals**

- 11.1 Proposals will be evaluated on the basis of the overall best value to the City based on quality, service, price and any other relevant criteria set out herein including, but not limited to:
  - a) the Proponent's ability to meet the Requirements as identified in Schedule "A";
  - b) the Proponent's ability to deliver the Requirements when and where required;
  - c) financial offer including but not limited to prices;
  - d) the Proponent's business and technical reputation and capabilities; experience and where applicable, the experience of its personnel; financial stability; track record; and references of current and former customers;
  - e) equipment (vehicles) quality, age, size/type of fleet, and condition;
  - f) environmental responsibility demonstrated by the Proponent;
  - g) quality of submission; and
  - h) any other criteria set out in the RFP or otherwise reasonably considered relevant.
- 11.2 The City may elect to short list Proponents in stages as deemed necessary. Short-listed Proponents will be asked to provide additional information or details for clarification, which may include the Proponent (and any or all Sub-Contractors of the Proponent), attending interviews, making a presentation, supplying samples, performing demonstrations, and/or furnishing additional technical data.

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- 11.3 Samples of items, when required, should be submitted within the time specified and must be supplied at no expense to the City. If not destroyed in testing, they will be returned at the Proponent's request and expense.
- 11.4 Prior to approval of a Proposal, the City must be satisfied as to the Proponent's financial stability. The Proponent(s) may be asked to provide annual financial reports or a set of financial statements prepared by an accountant and covering the Proponent's last two (2) fiscal years.
- 11.5 Preference may be given to Proposals offering environmentally beneficial products, services, business practices and/or ISO 14001 certification.

**12.0 Deviation From Requirements or Conditions**

- 12.1 Any deviation from the Requirements or the conditions specified in this RFP should be clearly stated in the Proponent's Proposal within Schedule C - Deviations and Variations. The City will be the sole judge as to what constitutes an acceptable deviation. If no deviations are indicated in the Proponent's Proposal, the City will assume that the Proponent is proposing full compliance with the Requirements and conditions of this RFP.

**13.0 Proposal Approval**

- 13.1 Proposal approval is contingent on funds being approved and the successful Proponent's proposal being approved by City Council. Only then may the successful Proponent(s) and City proceed to settle, draft and sign the necessary legal agreement.
- 13.2 The City will notify the successful Proponent(s) in writing that its Proposal has been approved in principle and invite the Proponent(s) to proceed to settle, draft and sign the legal Form of Agreement.
- 13.3 The City is not under any obligation to approve any Proposal and may elect to terminate this RFP at any time.

**14.0 Quantities**

- 14.1 The stated quantities are the City's best estimates of its requirements and should not be relied on. Actual quantities may vary.

**15.0 Brand Names - Intentionally Omitted**

**16.0 Alternates and/or Variations to Service Specifications**

- 16.1 Proponents are to clearly indicate any variances from the City's Requirements, no matter how slight. The attachment of descriptive literature from which variations may be gleaned will not be considered as a sufficient statement of variations.
- 16.2 If in addition to proposing goods and/or services which meet the Requirements, the Proponent wishes to offer an alternative, the alternative solution is to be submitted separately as an appendix within the Proposal.

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**17.0 Environmental Responsibility**

- 17.1 The City is committed to preserving the environment. Proponents are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Proponent supplies materials, and where such materials may cause adverse effects, the Proponent is to indicate the nature of the hazard in its Proposal.
- 17.2 The Proponent is to advise the City of any known alternatives or substitutes for such materials that would mitigate or offset the effects of any adverse conditions on the environment.

**18.0 Freedom of Information and Protection of Privacy Act**

- 18.1 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 Contractors to protect all personal information acquired from the City in the course of providing any service to the City.

**19.0 Confidentiality**

- 19.1 Proponents should note that upon submitting their Proposal Form, they will be legally bound to certain confidentiality obligations not to disclose any City information without the City's prior written consent.
- 19.2 This RFP is the property of the City. Except for the purpose of submitting a Proposal, copies may not be made or distributed without the prior written approval of the City's Manager of Materials Management.

**20.0 Special Conditions**

- 20.1 Proponents should note that if the Special Conditions of this RFP (if any) conflict with Parts A and B of this RFP, the Special Conditions are intended to govern over Parts A and B.

**21.0 Non-Resident Withholding Tax**

- 21.1 Proponents should note that the Income Tax Act (Canada) requires that payments to non-residents for any services performed in Canada are subject to a Non-resident Withholding Tax of a specified percentage (depending on residency of the Contractor). Exemption from this withholding tax is available in some circumstances, but the non-resident must apply directly to the Canada Revenue Agency (CRA) at least thirty (30) days before commencing the service.

**22.0 Legal Terms and Conditions**

- 22.1 No part of Part A - Introduction, this Part B - Instructions to Proponents, nor Part C - Special Conditions, will be legally binding on the City or Proponent. All legal terms and conditions of the process contemplated by this RFP are contained in the Proposal Form (Part D), including without limitation, Attachment A to the Proposal Form.

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PART C - SPECIAL CONDITIONS**

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**1.0 Performance Security - Letter of Credit**

- 1.1 Concurrently with signing the legal Form of Agreement with the City, the successful Proponent will deliver to the City, a clean, unconditional irrevocable demand letter of credit payable in an amount to be determined, hereinafter called the "Letter of Credit" issued in favour of the City by a Schedule I Canadian chartered bank or Schedule II Canadian chartered bank and on terms satisfactory to the City's Director of Legal Services.
- 1.2 The Letter of Credit must contain an automatic extension clause for the term of this Agreement and may be drawn on by the City to reimburse the City for any losses or damages suffered by the City as the result of the successful Proponent's breach of the Agreement.

**2.0 Additional Evaluation Criteria**

- 2.1 In addition to the evaluation criteria set out in Part B of this RFP, the following criteria, which are not in any order of importance, will be taken into consideration where applicable during the City's evaluation of the Proposal:
- 2.2 Further evaluation of short listed Proponents may include:
  - a) quality of Proposal including ability to respond in the required format;
  - b) on-going support services;
  - c) qualifications of staff;
  - d) training; and
  - e) compliance with the City's insurance requirements.

**3.0 Pricing**

- 3.1 Pricing for courier and cartage services are to be fixed and firm for a period of two (2) years after the signing of all Contract documents. Pricing may be adjusted due to fluctuations in input costs (fuel or insurance related costs). If the Contractor requests a pricing change, the City must be provided with sixty (60) days notice, in writing, of the price change, supported by all pertinent documentation and subject to the City's review and concurrence.

**3.2 Delivery Guarantee.**

Per Schedule B Pricing Section 6.0, the Proponent should describe the delivery service guarantee for each of their same-day services (e.g., "Hot", "Rush") and how the City will be compensated if the service guarantee is not met for each type of service.

**4.0 Warranty**

- 4.1 The Contractor warrants that its employees have the qualifications, experience, knowledge, skills and abilities necessary for the fulfillment of the Contracts.

**5.0 Insurance Requirements**

- 5.1 As part of the proposal, the Proponent is required to provide the City with insurance certificates evidencing the existing insurance coverages carried by the Proponent in its normal conduct of business operation and where its current types and limits of insurance coverages are not in compliance with the requirements specified in Section

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12.0 of Appendix 2, the Proponent should obtain premium quotations for same and confirm in writing its ability to comply should it be selected as the Contractor. If Sub-Contractors are used to deliver the City's services, the Proponent must describe the types and limits of insurance coverages required to be carried by its Sub-Contractors. Prior to commencement of the contract, the Contractor is required to provide evidence of insurance in the City's standard insurance certificate form provided in Appendix 3.

**6.0 Sub-Contractors**

6.1 Proponents are to refer to Schedule D for more information regarding Sub-Contractors.

**7.0 No Promotion of Relationship**

7.1 Proponents are to refer to Attachment A - Legal Terms and Conditions, Section 7