



City of Coquitlam

REQUEST FOR PROPOSALS

RFP No. 14-03-02

Supply and Delivery of New **Organic Waste Kitchen Catchers**

Proposals will be received on or before 2:00 pm (local time)

Thursday, March 27, 2014

(Closing date and time)

Obtaining RFP Documents

RFP documents are available for downloading from the City of Coquitlam's website:

www.coquitlam.ca/BidOpportunities

Printing of the RFP documents is the sole responsibility of the Proponents.

Addenda

Proponents are required to check the City's website for any updated information and addenda before the closing date at the City website: www.coquitlam.ca/BidOpportunities

Proposal Submissions

The lowest price Proposal will not necessarily be accepted. The City reserves the right to accept or reject any or all Proposals, accept a Proposal deemed to be in the best interest of the City, or cancel this RFP at any time.

The City will not be responsible for any costs incurred by Proponents in preparing a response.

D. Trudeau, Purchasing Manager

Issue Date: March 17, 2014

DEFINITIONS

“Contract” means the City Purchase Order that will be issued to formalize with the successful Proponent through negotiation process with the City based on the proposal submitted and will incorporate by reference the Request for Proposals, any additional subsequent information, any addenda issued, the Proponent’s response and acceptance by the City.

“City” means City of Coquitlam.

“Price” means the amount that will be paid by the City to the Vendor for delivery and upon acceptance of goods.

“Proponent” means responder to this Request for Proposals.

“Proposal” means the submission by the Proponent.

“Request for Proposals” “RFP” shall mean and include the complete set of documents, specifications and addenda incorporated herein, and included in this Request for Proposals.

“Shall” “Must” “Will” “Mandatory” means a requirement that must be met.

“Vendor” means the successful Proponent awarded the Contract for supply of goods and services.

1. INSTRUCTIONS TO PROPONENTS

1.1 Introduction

The City of Coquitlam (“City”) requests Proposals from experienced qualified Vendors to provide Organic Waste Kitchen Catchers as described in **Appendix A – Organic Waste Kitchen Catcher Specifications**.

1.2 Timelines

The City is seeking to provide Organic Waste Kitchen Catchers to each single-family household in the City. The estimated requirement is 25,000 kitchen catchers. The City requires delivery of at least 5,000 Organic Waste Kitchen Catchers per week, commencing no later than April 22, 2014, until the full order of approximately 25,000 kitchen catchers is completed by May 23, 2014.

1.3 Standard Model and Preferred Supplier

At the sole discretion of the City, the City will use this RFP to establish a Standard Model and a Preferred Supplier for the future supply of Organic Waste Kitchen Catchers.

For subsequent orders, the preferred dealer would be contacted directly to confirm pricing and availability.

1.4 Price

All prices quoted must be in Canadian funds and include delivery, freight prepaid, FOB: to City of Coquitlam. A delivery location is yet to be determined within the City.

1.5 Closing Date & Time

Proposals will be received on or before 2:00 pm (local time):

Thursday, March 27, 2014

1.6 Instructions for Proposal Submission

Proposal submissions are to be uploaded through Qfile, the City’s file transfer service accessed at website:

<http://qfile.coquitlam.ca/bid>

1. in the “Subject” field enter: RFP Number and Name
2. Add files in .pdf format and Send (ensure you receive 2 emails from Qfile to confirm upload is complete)

Proposals submitted shall be deemed to be successfully received when displayed as new email in the in-box of the City email address. The City will not be liable for any delay for any reason including technological delays, or issues by either party’s network or email program, and the City will not be liable for any damages associated with Proposals not received.

The City reserves the right to accept Proposals received after the closing date and time but is under no obligation to evaluate.

Proposals will not be opened in public.

1.7 Enquiries

All inquiries are to be directed in writing by email quoting the RFP name and number to: bid@coquitlam.ca

Questions are to be submitted in writing no later than 3 business days prior to the closing date.

The City shall determine, at its sole discretion, whether the query requires response, and such responses will be made available to all Proponents by issue of Addenda posted on the City’s website that will be incorporated into and become part of the RFP.

No oral conversation will affect or modify the terms of this RFP or may be relied upon by the Proponent.

1.8 Addenda

If a change or additional information is warranted, the City’s response will be communicated to all Proponents by written Addenda that will be posted on the City’s website prior to the Closing date.

Proponents are required to check the City’s website for any updated information and addenda issued, before the Closing Date at the following website address: www.coquitlam.ca/BidOpportunities

Upon submitting a proposal, Proponents will be deemed to have received notice of all addenda that are posted on the City website, and deemed to have considered the information for inclusion in the Proposal submitted.

Should there be any discrepancy in the documentation provided; the City's original file copy shall prevail.

1.9 General Information

Wherever possible, the City wishes to purchase goods and services which represent minimal impact to the environment, or that offer value to a sustainability objective.

The City of Coquitlam reserves the right to cancel any order or contract if not fulfilled within a reasonable time and in accordance with the terms and conditions specified at their sole discretion. Time shall be of the essence.

Proposals may be withdrawn upon request sent to email: bid@coquitlam.ca prior to time set as closing time for receiving Proposals.

Proponents are advised that submissions are subject to the Freedom of Information and Protection of Privacy Act and contents may be disclosed if required to do so pursuant to the Act.

Incomplete Proposals or Proposals submitted on forms other than the Proposal Form may be rejected.

The City will not assume any responsibility or liability for any costs incurred by the Proponent in the preparation of a Proposal.

1.10 Irrevocability & Acceptance of Proposals

The City requests that proposals remain open for acceptance for a period of not less than sixty (60) days from the Closing date and time.

The City reserves the right to accept or reject any or all proposals or cancel the RFP at any time. The lowest proposal may not necessarily be accepted. All proposals will be evaluated to determine best overall value to the City.

The City will be under no obligation to proceed further with any submitted proposal and should it decide to abandon same, it may, at any time, invite further proposals for the supply of the described services or enter into any

discussions or negotiations with any party for the provision of the services. No alterations, amendments or additional information will be accepted after the Closing date and time unless invited by the City.

Should a Proposal be accepted, a City purchase order (PO) will be issued for the provision of these goods and services that will incorporate all related documents and correspondence.

1.11 No Claim

Except as expressly and specifically permitted in this Request for Proposals, no Proponent shall have any claim for any compensation of any kind whatsoever, relating to this RFP, including accepting a non-compliant bid, and by submitting a proposal, each Proponent shall be deemed to have agreed that it has no claim.

No contractual, tort, or other legal obligations are created or imposed on the City, or any other individual, officer or employee of the City with respect to the RFP documentation or by submission or consideration by the City of any Proposal.

1.12 Non-Solicitation

Proponents and their agents will not contact any member of the City Council with respect to this RFP at any time prior to the award of a Contract or the termination of the RFP, and the City may reject the Proposal of any Proponent that makes any such contact.

1.13 Conflict of Interest

Proponents shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees.

1.14 Liability for Errors

While the City has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive.

1.15 Piggy Back

The Contractor agrees to allow other local public agencies with similar needs within British Columbia to participate in this contract.

Additional participating agencies may opt to enter into a contract with the successful Contractor for the purchase of the products and services described in this RFP based on the terms, conditions, prices, and percentages offered by the Contractor to the City of Coquitlam with possible minor changes negotiated.

This condition is intended to be means of promoting cooperative purchasing efforts with the public sector, and to provide additional value to the Contractor.

1.16 Evaluation Criteria

The criteria for evaluation of the Proposals are listed in no particular order or precedence and may include but are not limited to, the following:

Corporate:

- Qualifications and experience;
- Sustainability and value added service offers

Technical:

- Compliance to Specifications, functionality, durability, and user assessment of the Organic Waste Kitchen Catchers proposed and submitted for demonstration; and

Financial:

- Price; and
- Total Cost of Ownership

These criteria will be used to determine best overall value to the City as well as any other criteria that may become evident during the evaluation process.

The Evaluation Committee may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Committee may make such requests to only selected Proponents. The Evaluation Committee may consider such clarifications or additional information in evaluating a Proposal.

Upon submitting a Proposal, Proponents agree that the City may disclose their company name; however, no prices, scores, weights or totals will be provided to any Proponents.

Incomplete Proposals or Proposals submitted on forms other than the Proposal Form may be rejected.

1.17 Negotiation

The City reserves the right, prior to Contract award, to negotiate changes to the scope of the services or to the Contract documents (including pricing) with the proponent or any one or more proponents, proposing the “best value” without having any duty to advise any other proponent or to allow them to vary their proposal as a result of changes to the scope of the services or to the Contract documents; and the City may enter into a changed or different Contract with the proponent(s) proposing the “best value”, without liability to proponents who are not awarded the Contract.

1.18 Award

While it is the City’s intention to award a contract to a single Contractor for the Organic Waste Kitchen Catchers, the City may award all, some or none of the goods described in this document to a single Contractor or may split award of supply and services to two separate Contractors.

2. **AWARD OF CONTRACT**

2.1 Notification of Award

The City will notify the successful Proponent (“Contractor”) in writing of its decision to award the Contract and the following terms and conditions will apply.

2.2 Supply of Organic Waste Kitchen Catchers

The Contractor will supply Organic Waste Kitchen catchers as described in **Appendix A – Organic Waste Kitchen Catcher Specifications.**

2.3 Indemnity

The Contractor shall indemnify and save harmless the City from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description brought or recovered against him and/or the City, by reason of any act or omission of the Contractor, its agents, Sub-contractors or employees in the supply of the goods and services.

2.4 Substitutions

The substitution of product and/or materials will not be accepted unless it conforms to the City specifications and is equal or better in performance, durability, availability and value. A substitution must be authorized in writing by the City before it is provided.

2.5 Advertisement

The Contractor will not advertise its relationship with the City without prior written authorization from the City.

2.6 Subletting

The Contractor will not, without the written consent of the City of Coquitlam, assign, sublet or transfer any subsequent contract or any part thereof.

2.7 Invoices and Payment

- a) Invoices are to be sent to email: apinvoices@coquitlam.ca

- b) Invoices shall indicate the Date, a unique invoice number, the City Purchase Order Number, Work Order or Purchase Contract Number and City contact name;
- c) Invoices shall be submitted on a monthly basis or upon completion of services;
- d) The Contractor shall be paid net 30 days or best effort from receipt of invoice and acceptance of the goods and/or services, whichever is the later, unless alternate payment terms have been agreed to between the Contractor and the City.
- e) Taxes are to be shown separately.

2.8 Default

The City reserves the right, at its sole discretion, to immediately terminate the contract, in whole or in part, and purchase goods from any other Contractor, if the successful Contractor:

- Fails to make delivery of the goods;
- Fails to perform any provision of the contract within the time specified, or within a reasonable amount of time if no time is specified, as determined by the City;
- Fails to meet the City's standard of expected and agreed level of service and performance of the products;
- Be adjudged bankrupt or makes general assignment for the benefit of creditors.

2.9 Cancellation

The contract may be cancelled by either party, without cause or penalty upon thirty (30) days written notice.

2.10 Law

This contract and any resultant award shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed the proper law thereof.



CITY OF COQUITLAM

RFP No. 14-03-02

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(Closing date and time)

Proposal Submission Instructions

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1. in the "Subject" field enter: RFP Number and Name
2. Add files in .pdf format and Send
(Ensure you receive 2 emails from Qfile to confirm upload is complete)

Proponents are responsible to allow ample time to complete the Proposal submission process. If assistance is required phone 604-927-3060 or fax 604-927-3035.

PROPOSAL SUBMISSION FORM

Complete and return this Proposal Submission Form

Submitted by: _____
(Company name)

1. Price

Unit prices shall also include freight, custom duties, brokerage fees and any other delivery costs (excluding GST) and be stated in Canadian dollars.

Prices shall remain firm until December 31, 2014 from the official date of award. Thereafter, prices will be reviewed for subsequent orders and adjusted if agreed to by the City and the Supplier.

Item #	Item Name	Quantity	Unit of Measure	Unit Price	Total Amount
1	Organic Waste Kitchen Catchers	25,000	EA	\$	\$
				Subtotal:	\$
				GST @ 5%	\$
				PST @ 7%	\$
				TOTAL:	\$

All prices quoted be firm for the initial term and include delivery freight prepaid FOB: to the City.

The quantity of Organic Waste Kitchen Catchers stated is an estimate and provided for the purpose of comparing Proposals only. The City does not guarantee that the actual amounts of Organic Waste Kitchen Catchers and reserves the right to increase or decrease the amounts of the goods, that may be deemed necessary by the City.

Proponents shall also complete and submit the following appendices with their proposal:

- a) **Appendix A – Organic Waste Kitchen Catcher Specifications**

2. Evaluation of sample Organic Waste Kitchen Catchers

The Proponent shall provide a representative sample of the Organic Waste Kitchen catcher model being proposed by the closing date of this RFP. The City will not be liable for any loss or damage that may occur to the product sample during the evaluation and testing process.

3. Manufacturer’s location of production of Organic Waste Kitchen Catchers

Address:	
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4. Warranty

Provide a full description of warranty and a summary of the manufacturer/distributor warranties. (Attach warranty information by Manufacturer)

5. Product Testing

Describe any and all product testing for durability and longevity for the proposed kitchen catcher unit. Include any and all associated certification(s) that verify this product testing. If additional space is required, provide as an attachment.

6. Value Added

Provide information on what makes the Contractor innovative. What is your competitive advantage, and what other additional services does the Contractor provide that would assist or be of benefit to the City.

7. Sustainable Initiatives and Leadership

Contractor/Corporate – Please provide information on any initiatives, programs and product choices that the Proponent has implemented that could be considered environmental, financial/economic, social/ethically sustainable value:

Organic Waste Kitchen Catchers – Describe all environmental “Green” certifications, innovations in manufacturing, and any other benefits that contribute to overall Best Value of the product proposed:

8. References

Proponents shall be capable of delivering the goods requested. Contracts indicated below should be of similar size and with other municipalities.

Proponents agree that by providing information below, the City has permission to contact references provided.

Supply Contract Description	
Effective Start Date	
Approximate Value	
Customer/Municipality Name	
Reference Contact	
Telephone / Email	

Supply Contract Description	
Effective Start Date	
Approximate Value	
Customer/Municipality Name	
Reference Contact	
Telephone / Email	

Supply Contract Description	
Effective Date	
Approximate Value	
Customer/Municipality Name	
Reference Contact	
Telephone / Email	

9. ACCEPTANCE

The City requests that proposals remain open for acceptance for a period of not less than sixty (60) days from the closing date.

We confirm that this proposal is open for acceptance by the City for a period of _____ days.

10. ADDENDA

We acknowledge receipt of the following Addenda related to this Request for Proposals and have incorporated the information received in preparing this Proposal:

Addendum No.	Date Issued	Date Received

11. AUTHORIZATION

We hereby submit our Proposal for the supply and services specified in accordance with the Terms & Conditions provided in this RFP:

Company Name	
Street Address	
City	
Province	
Postal Code	
Tel No.	
Fax No.	
GST Registration No.	
WorkSafeBC Account No.	
Name and Title: (please print)	
E-mail	
Signature	
Date	

This proposal is submitted and signed by a representative that can bind the company to statements made. For the purpose of the Proposal submission, digital copies of original documents and signatures electronically are accepted.

City of Coquitlam - No. RFP 14-03-02 ORGANIC WASTE KITCHEN CATCHERS

APPENDIX A - SPECIFICATIONS

1. BACKGROUND

The City of Coquitlam (City) contains approximately 25,000 single-family households. In July of 2014, the City will be commencing a new Waste Collection service contract. This change in service will introduce a cart based curbside collection system, which will collect two streams of waste: garbage, and organics. This service will be provided to the City's entire customer base which includes approximately 25,000 Single-Family Dwellings.

Residents will be expected to dispose all organic kitchen waste into an Organics Cart, which will be rolled out for weekly curbside collection. To supplement this process, City residents will receive a kitchen countertop organic waste container (kitchen catchers) along with the rollout Organic waste cart. The kitchen catcher will provide ease of access for organic waste disposal, which will enhance overall organic waste diversion.

2. TECHNICAL REQUIREMENTS

The City requires the Proponent to provide the manufacturing, assembly and delivery of approximately twenty-five thousand (25,000) kitchen catcher units. The Proponent is asked to quote on 25,000 kitchen catcher units; however the final number for order will be determined upon final contract negotiations. **All kitchen catcher units must be fully assembled upon delivery.**

- a. The preferred kitchen catcher unit **must** meet the following technical requirements:
 - Unit must have detachable lid that can securely close, with a clasp or a snap, so as to keep out odours, insects, reduce spill hazard, etc.
 - Unit must have free swinging handle for ease of transport.
 - All component materials must be made of a robust and durable plastic, or plastic like substance.
 - All component materials must be BPA free.
 - All components must be dishwasher safe.
 - All components must be 100% recyclable upon disposal.

b. The preferred kitchen catcher unit **should** meet the following technical requirements:

- Unit should have rear wall mounting capability.
- Unit should have an approximate volume of 7 litres.
- All, or a percentage of unit components should be made of recycled materials.
- All components should be product tested for overall longevity and durability. Please describe relevant testing in Form “A”, PRODUCT TESTING.

3. WARRANTY INFORMATION

The kitchen catcher units and all associated components must, at a minimum, be fully covered by a 3 year warranty against normal wear and tear, to commence upon date of delivery to the City. Warranties above and beyond 3 years will also be considered.

4. KITCHEN CATCHER COLOUR

The City is not requesting a specific colour for the kitchen catcher body, lid and/or handle. The City requires that the Proponent provide photo examples of any and all colour options for all components of the kitchen catcher unit being proposed. The Proponent must be able to manufacture the approximate bulk order of 25,000 kitchen catchers in any and all of the proposed colours at the quoted price.

5. DELIVERY

The approximate order of **25,000 assembled kitchen catchers** will be delivered to a predetermined location, or locations, either in or in close proximity to the City of Coquitlam. The delivery location has yet to be determined. Final delivery location, or locations, will be confirmed with Proponent upon final contract negotiations. Distribution to individual households will be managed by a separate entity.

At this time, it is the City’s desire to have the approximate order of **25,000 assembled kitchen catchers** delivered to the predetermined location, or locations, commencing no later than April 22nd, 2014 and completing delivery by May 23rd, 2014.