

# CITY OF FERNIE

## REQUEST FOR PROPOSAL



### Fuel Island Upgrade

ISSUE DATE: MAY 12, 2014

Original and one copy of the Proposal in an envelope plainly marked **"Request for Proposal for Fuel Island Upgrade"** will be received at the City of Fernie, 501 – 3<sup>rd</sup> Avenue, PO Box 190, Fernie, BC V0B 1M0 up to **2:00 p.m. local time on the closing date.**

**CLOSING DATE: MAY 30, 2014 at 2:00 PM LOCAL TIME**

**\*PROPOSALS WILL NOT BE OPENED IN PUBLIC\***

NOTE: Should any potential bidders download this Request for Proposal, it is the proponent's responsibility to check for Addenda which will be posted on the City of Fernie's website [www.fernie.ca](http://www.fernie.ca).

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### MAPS

Photo 1	Current Fuel Island
Photo 2	Current Bulk Tanks
Photo 3	Current computer system

## 1.0 SCOPE OF THE PROPOSAL

### 1.1 Introduction

This document outlines the overall scope of providing and installing an upgraded fuel island, sets out the basic requirements for the Proposal document and provides the evaluation criteria to be used as the basis for awarding the Contract. The objectives of the RFP are to evaluate the Proponent's experience, technical expertise, schedule and fees to complete this project. Warranty package & service will be a component of the evaluation.

The City of Fernie intends to select a proponent who, in the sole and unfettered opinion of the City, best meets the criteria as stated in the Evaluation Criteria.

### 1.2 Scope of Services

The City of Fernie is seeking proposals to Upgrade the Fuel Island located at City of Fernie Public Works Yard. Successful proponent will be required to provide and install all components of the upgrade. The successful proponent will also be required to provide orientation on the updated software package expected to be part of this upgrade.

#### Replace Pumps

The successful proponent shall provide and install two suction pumps systems. One; two product system to pump Diesel. One; two product system to pump Diesel and Gasoline. Each product will have individual hoses for a total of 4 hoses.

#### Updated Cardlock System & Software

The successful proponent shall provide and install Cardlock system to include reader & pedestal. Maximum of 200 users. Some sort of entry system. Software for reports etc. It is the City of Fernie's intent to re-use existing conduit from pump island to office. Successful proponent will be required to provide new wiring.

### 1.3 Project Timeline

The Proponent shall provide an estimated construction timeline and complete the project by September 30, 2014.

**Photo 1**



## Photo 2





**Photo 3**



## 2.0 CONTENT OF PROPOSAL

### 2.1 Copies

Proposals must be submitted in printed form (one original and one copy). Faxed or electronic Proposals are not permitted. The following topics should be addressed in the following order

### 2.2 Covering Letter and Proposal Bid Form

The Proposal Bid Form and a covering letter signed by an authorized representative of the company should be provided outlining the intent of the response and stating that the information contained in the response accurately describes the services to be provided. The response must also guarantee that the Proposal is valid for the specified time period.

### 2.3 Proponent Profile and Reference

A description of the Proponent's organization, experience, project understanding and methodology must be addressed. References must be provided. If there are special concerns or restrictions regarding use of references, these concerns must be addressed in the Proposal. We will not complete any Contract without adequate reference checks.

### 2.4 Scheduling

The Proposal shall include the Proponent's schedule to complete the work proposed (start up, information gathering, site visits, preliminary plans, construction period, etc.).

### 2.5 Fees

The Proposal will define the fees for the Proponent's services and shall include applicable Provincial Sales Tax (if any) and all other incidental and associated costs. Goods and Services Tax shall not be included. All prices shall be quoted in Canadian dollars.

### 2.6 Warranty & Service

The Proposal will define warranty terms. The Proposal shall describe in general terms how they would service components provided during the warranty period and beyond should service become necessary.

**3.0 PROPOSAL BID FORM (Page 1 of 2)**

3.1 The Proposal Bid Form must be included with all Proposal submissions.

REQUEST FOR PROPOSAL FOR FUEL ISLAND UPGRADE

**CLOSING DATE: 2:00 pm. Local Time, MAY 30, 2014**

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NO. \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

FAX NO. \_\_\_\_\_ DATE \_\_\_\_\_

The undersigned has obtained and carefully examined the Request for Proposal in its entirety including the Additional Terms and Special Conditions for the services requested and hereby offers to perform the Services in accordance with the Contract for the Fees, in Canadian funds, set out in the Proposal Submission. The Proponent further agrees that the Request for Proposal in its entirety shall be deemed to be incorporated in and to form a part of this offer.

This offer shall be open for acceptance, binding and irrevocable for a period of Sixty (60) Calendar Days following the Submission Deadline.

The Proponent certifies that the following Addenda have been received and agrees that they shall be deemed to form a part of the Contract.

No. _____	Dated _____
_____	_____
_____	_____



**PROPOSAL BID FORM (Page 2 of 2)**

<b>FUEL ISLAND UPGRADE</b>		
		<b>Lump Sum Price</b>
a)	Installation & start up	\$
b)	Suction Pump – 1 product, 2 hose	\$
c)	Suction Pump – 2 product, 2 hose	\$
d)	Cardlock System & Software	\$
	<b>TOTAL</b>	

**SIGNATURES**

The Proponent or the Proponent's authorized official or officials have signed this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Signature of Proponent or Proponent's Authorized Official or Officials

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print here name and official capacity of individual whose signature appears above)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print here name and official capacity of individual whose signature appears above)

## 4.0 INTERPRETATION

### 4.1 Definitions

**"Best Value"** means the value placed upon quality, service, past performance and price.

**"City"** means the Corporation of the City of Fernie.

**"City Representative"** means the representative or appointee engaged by the City of Fernie to supervise the work.

**"must", "mandatory" or "required"** means a requirement that must be met in order for a PROPOSAL to receive consideration.

**"Premises"** shall mean building(s) or part of a building with its appurtenances.

**"Proposal"** shall mean the proponent's submission to the RFP.

**"Proponent"** means a party submitting a Proposal to this RFP.

**"RFP"** means the Request for Proposal.

**"Request for RFP"** (RFP) includes the documents listed in the index of the Request for RFP and any modifications thereof or additions thereto incorporated by addenda before the close of RFP's.

**"Should" or "desirable"** means a requirement having a significant degree of importance to the objectives of the Request for RFP.

**"Special Conditions"** means the special conditions, which are included in the RFP.

**"Specifications"** means the specifications which may be included in the RFP.

**"Subcontractor"** includes, inter alia, a person, firm or corporation having a contract with the Successful Proponent for the execution of a part or parts, or furnishing to the Successful Proponent materials and/or equipment called for in the RFP.

**"Successful Proponent"** means the proponent submitting the most advantageous RFP as determined by the City of Fernie.

**"Work"** means any labor, duty and/or efforts to accomplish the purpose of this project.

## 5.0 FORM OF PROPOSAL

Project Title: Request for Proposal for Fuel Island Upgrade

Department: Operational Services

The Proponent confirms it has obtained and carefully examined all of the documents making up the Request for Proposal issued by the City of Fernie and any addenda issued in connection therewith.

The Proponent undertakes and agrees that:

#### 5.1 Execution of Contract

If the offer contained in this Proposal is accepted, upon being advised that the Contract Documents are available, the Proponent will obtain the Contract Documents and Drawings, if any, and will execute and identify the Documents and Drawings in a form and manner acceptable to the City and will deliver the same within (1) days from the time when the same are available or are delivered or mailed to the Proponent.

#### 5.2 Commencement, Prosecution and Completion of Work

If awarded the Contract, the Proponent shall supply the goods and or services on the date set out in the Contract Documents and shall complete the contract within the time specified in the Contract Documents.

#### 5.3 No Collusion

Except as otherwise specified or as arising by reason of the provision of the Contract Documents, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted for this project and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the Proposal.

#### 5.4 Acceptance of Proposal

The acceptance of the Proposal by the City shall be made only by the notice in writing, and will be addressed to the successful Proponent at the address given in this Form of Proposal; and if the Proposal Documents are so worded, the Proposal may be accepted either in whole or in part.

#### 5.5 Failure or Default of Proponent

If the Proponent for any reason whatsoever fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of this Proposal, the City at its option may consider the Proponent has abandoned the offer made or the contract if the offer has been accepted, whereupon the acceptance, if any, of the City shall be null and void and the City shall be free to select an alternate solution of its choosing.

Executed at \_\_\_\_\_, in the Province of BC this \_\_\_\_\_ day of \_\_\_\_\_, AD 20\_\_\_\_ under seal of the Proponent as a specialty instrument.

**NOTE:** If the Proponent is a corporation, in addition to signature, affix corporate seal (if available). If a natural person makes the Proposal, the Proponent must sign it with his/her name typed or clearly printed below the signature. If the Proponent is carrying on business under a firm name and **NOT** incorporated, the members of the firm must

sign below the firm name and their names must be typed or clearly printed below the signature.

(Corporate Name if Proponent is a Corporation)

Per: \_\_\_\_\_ Per: \_\_\_\_\_

Mailing Address of Proponent:

Street: \_\_\_\_\_ PO Box \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Telephone: \_\_\_\_\_

## 6.0 INSTRUCTIONS TO PROPONENTS

The following terms will apply to this RFP and to any subsequent Contract. Submission of a Proposal in response to this RFP indicates acceptance of all the following terms:

### 6.1 General

- a. The law applicable to this RFP shall be the law in effect in the Province of British Columbia. Except for an appeal from a British Columbia Court to the Supreme Court of Canada, no action in respect to this RFP shall be brought or maintained in any court other than in a court of the appropriate jurisdiction of the Province of British Columbia.
- b. In carrying out its obligations hereunder, the Proponent shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law. Where there are two or more laws, ordinances, rules, regulations or codes applicable to the Services, the more restrictive shall apply.
- c. Applicability of law: All references in the RFP to statutes and regulations thereto and City bylaws shall be deemed to be the most recent amendments thereto or replacements thereof.
- d. Copyright: All designs, drawings, concept drawings, specifications, digital, hard copies, web pages, internet pages, maps and plans commissioned by the City of Fernie, shall remain the property of the City of Fernie.
- e. In the case of any inconsistency or conflict between the provisions of the RFP, the provisions of such documents and addenda thereto will take precedence in governing in the following order: (1) Addenda; (2) RFP; (3) Special Conditions; (4) Specifications; (5) Drawings; (6) Executed Form of RFP; (7) all other documents.

- f. Headings are for convenience only: Headings and titles in the RFP are for convenience only and are not explanatory of the clauses with which they appear.
- g. Method of payment is governed by City policy as well as applicable Federal and Provincial laws.
- h. The RFP, accepted submission, and City contract documents represent the entire Agreement between the City and the Successful Proponent and supersede all prior negotiations, representations or agreements either written or oral. The contract documents may be amended only by written instrument agreed and executed by the Successful Proponent and the City.

## **7.0 REQUEST FOR RFP PROCESS**

### **7.1 Not a Tender Call**

This RFP is not a tender call, and the submission of any response to this RFP does not create a tender process. This RFP is not an invitation for an offer to contract, and it is not an offer to contract made by the City.

### **7.2 No Obligation to Proceed**

Though the City fully intends at this time to proceed through the RFP, in order to select the services, the City is under no obligation to proceed to the purchase, or any other stage. The receipt by the City of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the City. There is no guarantee by the City, its officers, employers or Managers, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with the City for the purchase of the equipment, service or project.

### **7.3 Late Proposals**

Proposals received after the final date and time for receipt of Proposals will be considered as "Late Proposals". Late Proposals will not be accepted and will be returned unopened to the sender.

## **8.0 PRE-RFP INFORMATION**

### **8.1 Cost of Preparation**

Any cost incurred by the proponent in the preparation of this Proposal will be borne solely by the Proponent.

### **8.2 Intention of the City**

The Proponent that submits to the City the most advantageous Proposal and which represents the interests of the City, best overall, may be awarded the contract. The City reserves the right to accept or reject all or part of the RFP, however, the City is not precluded from negotiating with the successful Proponent to modify its Proposal to best suit the needs of the City.

### 8.3 Rejection of Proposals

The City reserves the right to reject, at the City's sole discretion, any or all Proposals, without limiting the foregoing, any Proposal which either:

- a. is incomplete, obscure, irregular or unrealistic;
- b. has non-authorized (not initialed) erasures or corrections in the Proposal or any schedule thereto;
- c. omits or fails to include any one or more items in the Proposal for which a price is required by the RFP;
- d. fails to complete the information required by the RFP to be furnished with a Proposal or fails to complete the information required whether the same purports to be completed or not;

Further, a Proposal may be rejected on the basis of the Proponents past performance, financial capabilities, completion schedule and compliance with Federal, Provincial and Municipal legislation. As it is the purpose of the City to obtain a Proposal most suitable to the interests of the City and what it wishes to accomplish, the City has the right to waive any irregularity or insufficiency in an Proposal submitted and to accept the Proposal which is deemed most favorable to the interest of the City.

### 8.4 Evaluation Criteria

The following criteria, but not restricted thereto, will be used to evaluate responses:

- a. The proponent's organization and technical capability to provide the goods and service.
- b. The proponent's performance and experience on similar projects.
- c. Awards will be made based on the Best Value offered, and the Best Value will be determined by the City. The quality of the service to be supplied, the conformity with the specifications, the suitability to requirements, guarantee clauses, and references shall all be taken into consideration.
- d. Evaluation Criteria (see Section 16). Proposals will be evaluated based on predetermined criteria and weighting as detailed on the Proposal Evaluation Form.

### 8.5 Evaluation Committee

Evaluation of Proposals will be by an Evaluation Committee formed by the City.

### 8.6 Confidentiality

The City will endeavor to keep all Proposals confidential. The material contained in the Successful Proposal will be incorporated in a contract and information which is considered sensitive and/or proprietary shall be identified as such by the Proponent. Technical or commercial information included in the City contract shall not be released if the City deems such releases inappropriate, subject to the Freedom of Information Act.



#### 8.7 Clarification

The City reserves the right to seek Proposal clarification with the proponents to assist in making evaluations.

#### 8.8 Gifts and Donations

Proponents will not offer entertainment, gifts, gratuities, discounts or special services, regardless of value, to any employee of the City. The Successful Proponent shall report to the Director of Finance any attempt by City employees to obtain such favors.

#### 8.9 Acceptance of Proposal

The City of Fernie shall not be obligated in any manner to any Proponent whatsoever until a written agreement has been duly executed relating to an approved Proposal.

No act of the City other than a notice in writing shall constitute an acceptance of a Proposal. Such acceptance shall bind the successful proponent to execute in a manner satisfactory to the City.

#### 8.10 Negotiation Delay

If a written Contract cannot be negotiated within thirty days of notification of the successful proponent, the City may, at its sole discretion at any time thereafter, terminate negotiations with that proponent and either negotiate a Contract with the next qualified proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

#### 8.11 Enquiries

All enquiries related to this RFP are to be directed, in writing, to the following person. Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and may be distributed to all proponents at the City's option. Questions will be answered if time permits.

CITY OF FERNIE  
DAVE COCKWELL, DIRECTOR OF OPERATIONAL SERVICES  
PO BOX 190  
501 – 3<sup>RD</sup> AVENUE  
FERNIE BC V0B 1M0

Proposals must not be sent electronically. Proposals and their envelopes should be clearly marked with the name and address of the Proponent and the RFP program title.

### 9.0 PROPOSAL PREPARATION

#### 9.1 Alternative Solutions

If alternative solutions are offered, please submit the information in the same format, as a separate Proposal.

## 9.2 Changes to Proposal Wording

The proponent will not change the wording of its Proposal after closing and no words or comments will be added to the Proposal unless requested by the City for purposes of clarification.

## 9.3 Limitation of Damages

The Proponent, by submitting a "Proposal" agrees that it will not claim damages, for whatever reason, relating to the RFP or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal. The Proponent, by submitting a Proposal, waives any claim for loss of profits if no agreement is made with the Proponent.

## 9.4 Firm Pricing

Proposals must be firm for at least 60 days after the final date. Prices will be firm for the entire contract period.

## 9.5 Currency and Taxes

Prices quoted are to be:

- In Canadian dollars
- Inclusive of duty and Provincial Sales Tax (if applicable), and all other incidental and associated costs
- Exclusive of Goods and Services Tax

# 10.0 ADDITIONAL TERMS

## 10.1 Sub-Contracting

Using a Subcontractor (who must be clearly identified in the Proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these proponents must be prepared to take overall responsibility for successful interconnection of the two product or service lines and this must be defined in the Proposal.

Subcontracting to any firm or individual, whose current or past corporate or other interests may, in the City's opinion, give rise to a conflict of interest in connection with this project will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Proposal.

## 10.2 Liability for Errors

While the City has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP 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. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

### 10.3 Agreement with Terms

By submitting a Proposal the Proponent agrees to all the terms and conditions of this RFP. Proponents who have obtained the RFP electronically must not alter any portion of the document, with the exception of adding the information requested. To do so will invalidate the Proposal.

### 10.4 Use of Request for RFP

This document, or any portion thereof, may not be used for any purpose other than the submission of Proposals.

## 11.0 SPECIAL CONDITIONS

- a. A qualified Proposal is one which meets the needs and specifications of the City, the terms and conditions contained in the RFP. The preferred Proposal is a qualified Proposal offering the best value, as determined by the City.
- b. The City will decide whether a Proposal is qualified by evaluating all of the Proposals based on the needs of the City, specifications, terms and conditions and price. The City will examine all Proposals and recommend which Proposal is in the City's best interest.
- c. A Proposal which is unqualified is one that exceeds the cost expectations of the City and/or does not meet the terms and conditions contained in the RFP and/or does not meet the needs and specifications of the City. The City reserves the right to reject any or all unqualified Proposals.
- d. The City reserves the right to cancel this RFP at any time.
- e. The City recognizes that "Best Value" is the essential part of purchasing a product and/or service and there the City may prefer a Proposal with a higher price, if it offers greater value and better serves the City's interests, as determined by the City, over a Proposal with a low price. The City's decision shall be final.
- f. The City reserves the right to negotiate with a preferred Proponent, or any Proponent, on any details, including changes to specifications and price. If specifications require significant modification, all Proponents shall have the opportunity to adjust their Proposals or re-submit altogether, as determined by the City.
- g. All equipment, goods and workmanship must conform to all Laws and Standards necessary for use in Canada and the Province of British Columbia.
- h. The Successful Proponent shall guarantee that his Proposal will meet the needs of the City and that any or all item(s) supplied and/or service(s) rendered shall be correct. If the item(s) supplied by the Successful Proponent and/or the service(s) rendered by the Successful Proponent are in any way incorrect or unsuitable, all correction costs shall be borne solely by the Successful Proponent.
- i. Where only one Proposal is received, the City reserves the right not to make public the amount of the Proposal. The amount of the Proposal will be made public if a

contract is awarded. The City reserves the right to accept or reject a Proposal, where only one Proposal is received.

- j. The City reserves the right in its sole discretion to accept or reject all or part of any Proposal which is non-compliant with the requirements of this Request for Proposal.
- k. The City shall not be obligated either to accept or reject any non-compliance with the requirements of this Request for Proposal.
- l. Cancellation Clause: The City reserves the right to cancel the Contract Agreement for goods and/or services as outlined in this RFP, at any time, by providing 30 days written notice to the Consultant.

## 12.0 INSURANCE

### 12.1 Insurance & Indemnity

The successful proponent must indemnify the City and their employees, officers, directors and agents (each an "Indemnified Person") against all claims, actions, proceedings, damages, losses, costs, expenses and liabilities of any kind incurred that an Indemnified Person may sustain, incur, suffer or be put to, either before or after this Contract ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or successful Proponents in providing the Services, except liability arising out of any independent negligent act by the City.

The Successful Proponent accepts responsibility for the acts and omissions of all Subcontractors it may engage in rendering the Service on the Project.

**13.0 EVALUATION CRITERIA****PROPOSAL CALL EVALUATION**

Project:

Fuel Island Upgrade at City of Fernie Public Works Yard

Closing Date: **May 30, 2014**

<b>FACTORS</b>						<b>Score</b>
<b>Functionality of Equipment/Hardware/Software</b> - System operability meets objectives of the city, is complete & easy to use.		20	15	10	5	<u>20</u>
<b>Work Program/Methodology</b> -As part of this Request for Proposal, the Proponents must provide a work program that will address the objectives as discussed therein. The work program shall identify the tasks to be performed by your company & the time frame to complete them. Proposals shall include implementation (start up) strategies, communications & coordination procedures/recommendations.		20	15	10	5	<u>20</u>
<b>Experience/Qualifications</b> -Proponents shall demonstrate competence & experience to carry out the terms of this contract. Company shall have personnel who have experience with similar projects. Experience of the manufacturer & installing contractor will be considered.		20	15	10	5	<u>20</u>
<b>Cost</b> - This criterion considers the price of the services solicited by the Request for Proposals. Proponents will be evaluated on their pricing as well as their price in comparison to other Proponents.		20	15	10	5	<u>20</u>
<b>Warranty &amp; Service</b> -Proponents will be evaluated based on their warranty package & availability of service in comparison to other proponents.		20	15	10	5	<u>20</u>
<b>Total Score</b>						<u>100</u>

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EVALUATED BY: \_\_\_\_\_