



**CITY OF GRAND FORKS
REQUEST FOR PROPOSAL
Fuel Tank Installation
RFP # PW2018-02-RFP**

Date of Issue:

Overview of Requirements

The intent of this Request for Proposal ("RFP") is for qualified Proponents to provide the City of Grand Forks with Proposals for the Fuel Tank Installation Project, which comprises of the installation design and installation of a pre-purchased fuel tank as per the technical specifications in this document.

All proposals marked "**City of Grand Forks, PW2018-02-RFP, Confidential – Do Not Open,**" will be received by **2:00 PM PST (local time) on or before July 17, 2018** at:

Attention: Deputy Corporate Officer
City of Grand Forks
7217 4th Street
Grand Forks, BC
V0H 1H0

OR:

Emailed to: corporate@grandforks.ca
Subject Line: PW2018-02-RFP Fuel Tank Installation

Note: Faxed submissions will **NOT** be accepted.

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1.0 Designated Contact Person

Attention: Cavan Gates, Deputy Manager of Operations and Sustainability
City of Grand Forks
Phone: 250.442.4148
Email: cgates@grandforks.ca

2.0 Definitions

Throughout this Request for Proposal, terminology is used as follows:

- a) “Include(s)” and “including” are not limiting.
- b) “Must”, “mandatory”, “will” or “required” means a requirement that must be met for a Proposal to receive consideration.
- c) “Proponent” means a party submitting a Proposal to this RFP.
- d) “RFP” means this Request for Proposal, including any attached or referenced appendices, schedules or exhibits together with any written modifications that the City may make to them by Addenda.
- e) “Should”, “may” or “desirable” means a requirement having a significant degree of importance to the objectives of the RFP.

3.0 Terms and Conditions

3.1 Acceptance of Terms and Conditions

Submitting a Proposal indicates acceptance of all terms and conditions set out in the RFP.

A Proposal must be signed in the manner specified in the RFP by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponents Proposal.

3.2 Proposal Submission

Sealed Proposal submissions, clearly marked with the words “**City of Grand Forks, PW2018-02-RFP, Confidential – Do Not Open,**” or with the subject line “**PW2018-02-RFP Fuel Tank Installation;**” will be received at the office of Corporate Services, on or before the closing date and time in Schedule A.

The Proponent is solely responsible for ensuring that, regardless of the submission method, the City receives a complete Proposal, including all attachments or enclosures, on or before the closing date and time in Schedule A. The Proponent bears all risk associated with delivering its Proposal, including but not limited to delays in transmission. Proposals received after the closing date and time will be considered late Proposals. Late Proposals will not be accepted; mailed submissions will be returned unopened, and the Proponents who email submissions will be notified

3.3 Alternative Solutions

Alternative Proposals that meet similar objectives but use a different approach; will be accepted and evaluated; but should be submitted in separate Proposals.

Wherever the specifications state a brand, make, manufacturer, trade name, or supplier catalogue number, it is for establishing a grade or standard. It is not intended to rule out competition from equal brands or makes. If a product other than that specified is offered, it is the Proponents responsibility to provide information in its Proposal that enables the City to confirm equivalency and acceptance.

Except where stated otherwise, the specifications describe what is considered necessary to meet the performance requirements of the City and Proponents should consider this in their Proposal or if the Proponent cannot meet the specifications, the Proponent may identify and offer an alternative which it believes to be an equal or better alternative. Proponents shall clearly indicate any variances from the City’s specifications or conditions and attach descriptive literature and/or specifications.

3.4 Enquiries

All enquiries related to this RFP are to be directed, in writing, to the Designated Contact Person on or before the deadline found in Schedule A. Information obtained from any other source is not official and

should not be relied upon. Enquiries and responses (beyond basic clarification), including addenda, will be recorded and will be posted.

Notification of change will not be automatically sent to Proponents.

3.5 Prices and Delivery Point

All prices quoted should be:

- a) In Canadian dollars;
- b) Inclusive of duty, where applicable; delivery charges included where applicable; and
- c) Exclusive of GST & PST;
- d) Exclusive of options, where applicable;

All equipment shall be delivered D.D.P. (destination duty paid), Intercoms 2010, to the City works yard or work site.

3.6 Non-Solicitation

Proponents and their agents will not contact any City staff member, officer, or Council member with respect to this RFP at any time prior to the award of a Contract or the termination of the RFP; except for the Designated Contact Person with enquiries related to the RFP. The City may reject the Proposal of any Proponent that makes such contact.

3.7 Proponents Expenses

Proponents are solely responsible for their own expenses in preparing a Proposal and for any subsequent negotiations with the City. The City will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Contract or any other matter whatsoever.

3.8 Evaluation

Evaluation of Proposals will be by a committee formed by the City. Incomplete Proposals will be rejected without further consideration. Proposals not including all appendices (A – F) will be considered incomplete. Complete Proposals will be evaluated and scored as per the scorecard (Schedule B). By responding to this RFP, Proponents will be deemed to have agreed that the decision of the evaluation team will be final and binding. The City reserves the right to interview for clarification; any or all Proponents, after the RFP closing date.

The City of Grand Forks reserves the full right in its sole discretion and according to its own judgement of its best interest to reject any or all tenders; waive any defect or deficiency in a tender which does not materially affect the tender or the tender price relative to other tenders and accept that tender. The City reserves the right to accept a Proposal other than that with the highest evaluated score without stating reasons. Without limiting the generality of the foregoing, the City may consider any other factor besides capability to perform the work.

3.9 No Obligation to Proceed

The City is under no obligation to complete the RFP process.

3.10 Ownership of Proposals

All documents, including Proposals, submitted to the City become the property of the City. They will be received and held in confidence by the City and will be subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

3.11 Contract

This RFP is not an agreement to purchase goods or services. Notice in writing to a Proponent that has been identified as a successful Proponent will not constitute a Contract. Only if a Proponent and the City enter into a subsequent full written Contract will a Proponent acquire any legal or equitable rights or privileges relative to the goods or services. Any resultant award will be made by means of a Form of Agreement (draft in Schedule E).

3.12 Confidentiality of Information

All Proponents and any other person who through this RFP process gains access to confidential information of the City are required to keep strictly confidential all information which in any way reveals confidential business, financial or investment details, programs, strategies or plans, learned through this RFP or subsequent RFP process. This requirement will continue with respect to such information learned by the successful Proponent, if any, over the course of any Contract for service which arises out of this RFP process.

This information must not be disclosed without prior written authorization from the City.

3.13 Contractors Obligation

3.13.1 Indemnity

The Contractor shall defend, indemnify and hold harmless the indemnities from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of the Contract, excepting only where such claim, demand, action, proceeding, or liability is based on the sole negligence of the indemnities.

3.13.2 Insurance

As a minimum, the Contractor shall procure and maintain throughout the term and for a minimum of 12 months after substantial completion of the Contract, at its own expense and cost, the following insurance policies; with the City of Grand Forks named as additional insured:

Commercial General Liability Insurance

Providing for an inclusive limit of not less than two million dollars (\$2,000,000) for each occurrence or accident and five million dollars (\$5,000,000) aggregate. Minimum coverage must include cross-liability and severability of interest, non-owned automobile liability, contingent employer's liability, professional liability, blanket contractual liability, broad form property damage, broad form completed operations, and operation of attached machinery, with the City of Grand Forks, its officers, officials, employees, servants, and agents named as additional insured.

Motor Vehicle Third-Party Legal Liability Insurance

Covering all motor vehicles, owned, operated and used or to be used by the Contractor directly or indirectly in the performance of the work or services. The limit of liability shall not be less than three million dollars (\$3,000,000) per occurrence; inclusive, for loss or damage including bodily injury, death or third-party property damage.

3.13.3 Registration with WorkSafe BC (WCB)

The Contractor shall be in good standing with WorkSafe BC and shall, provide a WorkSafe BC Clearance Letter.

3.13.4 Governing Regulations

The Contractor shall apply and pay for all necessary permits or licenses required for the execution of the Project. The Contractor shall give all necessary notices, pay for all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the Project and to the preservation of the public health. The Contractor shall be responsible for the safety of all workers and equipment on the Project, in accordance with all applicable safety legislation passed by Federal, Provincial and local authorities governing safety.

Schedule A: Timeline of Activities

The following activities and dates are proposed by the City and shall be considered by the Proponents in the preparation of their Proposal.

Activity	Date
Issue RFP	June 27, 2018
Question Period Closing	July 11, 2018
Addendum Posting Deadline (2:00 PM)	July 13, 2018
RFP Closing (2:00 PM)	July 17, 2018
Select Preferred Proponent	July 24, 2018
Contract in Place with Preferred Proponent	July 31, 2018
Project Completion	September 12, 2018

Schedule B: Evaluation & Scorecard

Appendix A: Cover Page	/1
Appendix B: Mandatory Components	/1
Appendix C: Mandatory Documentation	
Appendix D: Fee Schedule	/30
Appendix E: Proponent Information	/15
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Overall Impression & Professionalism	/5

Schedule C: Scope of Work

The scope of work shall consist of the supply of all labour and materials (with exception of the fuel tank) required for the design and installation of the new fuel tank system, including the tasks specified below. These tasks are not necessarily presented in the order in which they must be carried out.

Proponents should specify a proposed schedule of work, including proposed timelines.

Supplied Material Specifications

The following materials will be supplied:

9000I Tidy Steel-Fab Double Wall Vacuum Mounted Split Tank (new)

2 fuel pumps - Wayne Reliance 6201P (used)

Installation Design

- a) Submit detailed designs for the installation of the replacement tank, specified above. The design must include the following; but is not limited to:
 - i. Electrical communication ducting and wiring.
 - ii. Fuel lines.
 - iii. Storm water management/collection infrastructure (including an oil water separator).
 - iv. Secondary containment system for the system (minimum of only containing the pumps and piping, as the tank has built in secondary containment).
 - v. Concrete slab, including gravel base preparation with compaction, reinforcement and finishing (design using engineering standards to withstand the empty tank capacity plus 110% the maximum liquid capacity).
 - vi. Protection from vehicular traffic impact (concrete filled NPS 6 Schedule 40 pipe bollard or standard highway guardrails).
- b) The design must demonstrate that it conforms to all current regulations for fuel tank installations, requirements provided by the tank manufacturer (Tidy Steel-Fab Ltd.) and the current *BC Fire Code*.
- c) Include with the designs: the location of all infrastructure.

Materials & Warranty

- a) Supply all associated equipment and materials, and transfer all warranties to the City following substantial completion of the Contract. All small-size materials (such as bolts, washers, cable connectors, lugs, etc.) not specifically mentioned but which are necessary to make the system complete and in accordance with this specification, shall be supplied and installed by the Contractor, at the Contractor's expense.
- b) Receive and inspect all materials required for completion of this project. After receiving materials, the Contractor is responsible for storing and adequately protecting all materials for the work from damage or theft, and shall respect manufacturer's recommendations to avoid material damages. The Contractor also assumes responsibility for all warranty issues once receiving materials, up to substantial completion of the Contract resulting from this RFP.
- c) A full explanation of the warranty and location where the warranty work is to be performed must be included. Terms of warranty are to be specified by the manufacturer.
- d) All equipment must be new, except that supplied by the City.

Installation

- a) Create a work plan for installation.
- b) Install all infrastructure, equipment and materials as per the completed and approved design, and mark the date of installation on the equipment.
- c) Notify the City's Project Manager of any issues.
- d) Ensure a safe work procedure is in place and adhered to, which outlines the installation of all equipment and materials during the construction phase, and ensure that the City's safety requirements are met.

- e) Provide the machinery, equipment, labour and appropriate tools required for the safe execution of all tasks required for the completion of the work.
- f) Provide an itemized weekly update to the Project Manager showing what work has been completed to date.
- g) Complete pressure testing on all piping and have witnessed by a 3rd party inspector.
- h) Undertake commissioning of the project to ensure everything works as designed.
- i) Provide consultation throughout the installation process should there be any issues directly related to the final designs.

Miscellaneous

The Contractor:

- a) Will provide an updated work schedule for the day each morning to the Operations Manager (or designate).
- b) Shall not leave debris on-site after work is completed and must restore the work site to the same or better than it was prior to construction.
- c) Is responsible for any and all damages resulting to City property, private property, or persons during the Contract and the restoration thereof to a condition equal or better than existing prior to commencement of the work.

Safety

- a) Workers will be mindful that the City will be continuing operations as normal and will be within the City Works Yard.
- b) All workers carrying out the work must be qualified to carry out the work in accordance with applicable laws.
- c) The Contractor shall employ appropriately qualified individuals to work within the guidelines and shall submit copies of certificates and training records prior to commencement of the work.

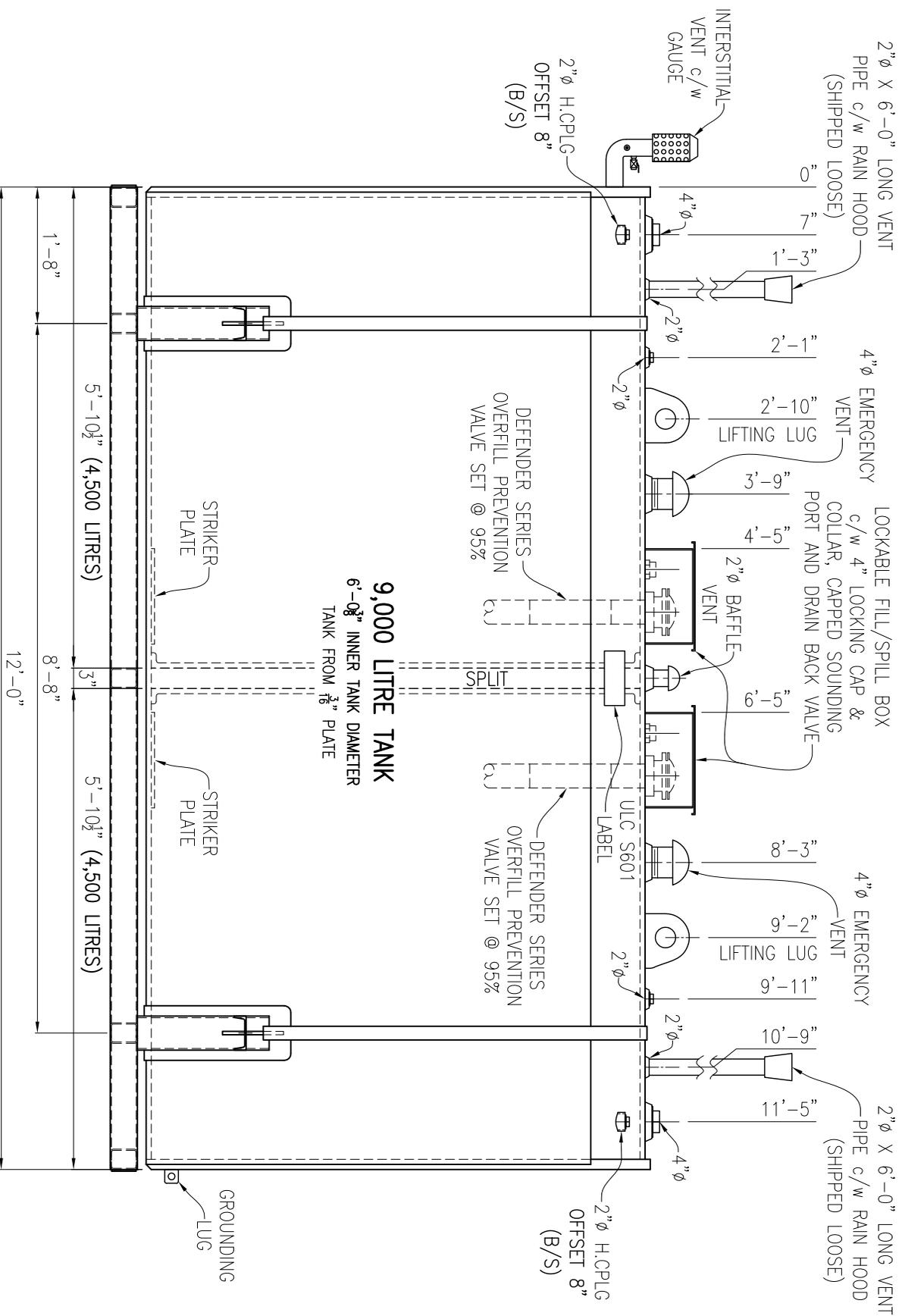
Meetings

The Contractor shall:

- a) Provide agendas for all meetings two days in advance of meetings.
- b) Record meeting minutes, issues, decisions & action items for all meetings and distribute to all in attendance within three days of the meeting.

The following meeting reviews are anticipated for this project:

- a) Pre-Construction Meeting
- b) Project Start Up
- c) Weekly reviews with the City (or as agreed to by both parties)
- d) Substantial completion review
- e) Final completion review



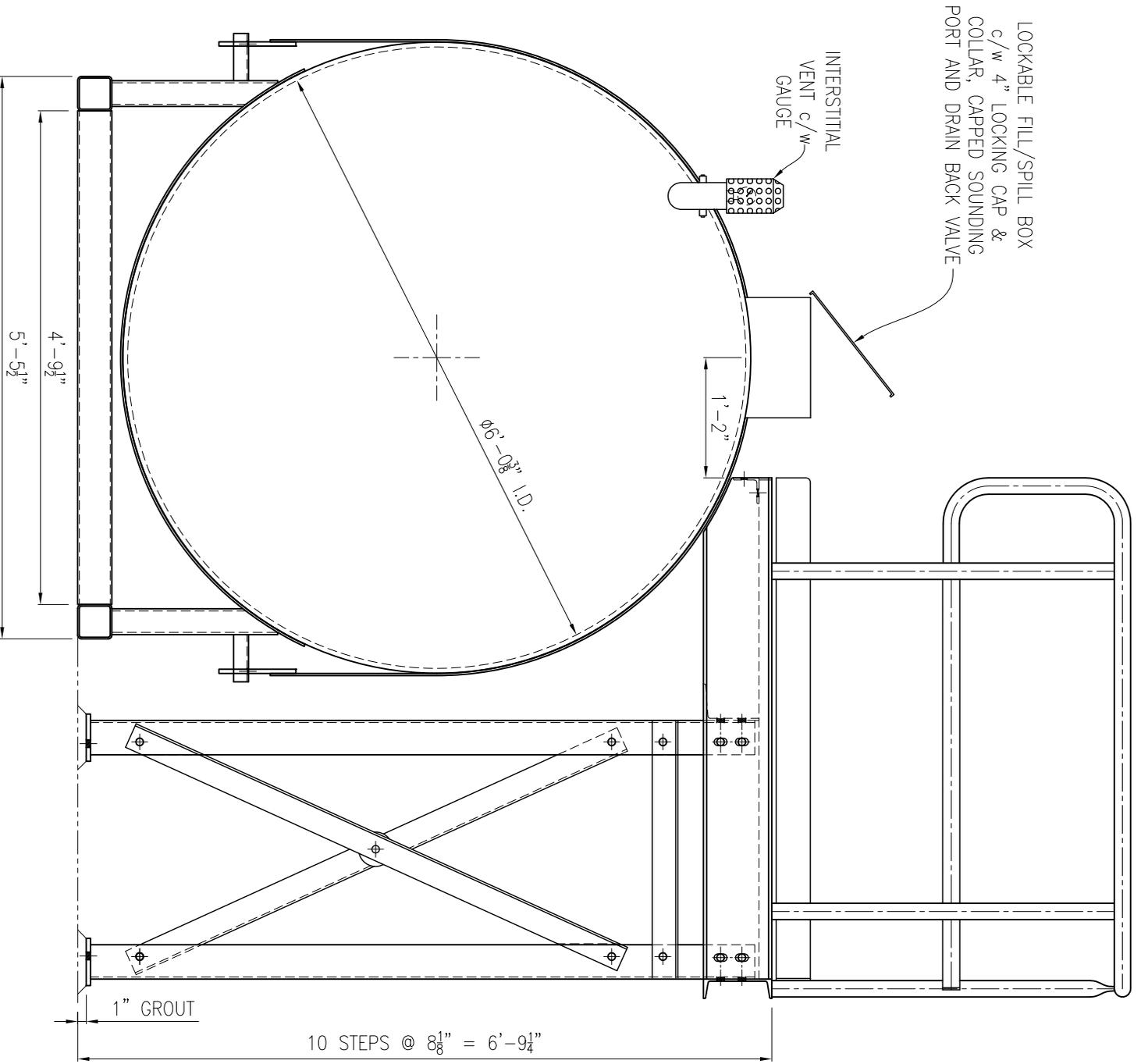
STAIR NOT SHOWN
FOR CLARITY

EMPTY SHIPPING WEIGHT: 6,000 LBS

REV	DATE	DESCRIPTION	DRAWN BY	APPROVED BY
0	JAN 26, 2017	FOR APPROVAL	RM	TB

PAINT NOTES:
 SANDBLAST EXTERIOR & APPLY ONE
 COAT OF WHITE POLYURETHANE

CUSTOMER: OKANAGAN VALLEY PETROLEUM		P.O. # PW2016-04 RFQ		TANK # 5547	
TITLE: SIDE VIEW					
FOR: 9,000 LITRE DOUBLE WALL VACUUM MONITORED SPLIT TANK (ULC S601)					
FILE: 01\02\5547	DRAWN: RICHARD	SCALE: 3/8" = 1'-0"	DWG# 5547	REV 0	
SHEET 1 OF 3	JAN 26, 2017				
REGAL TANKS LTD. MFG. BY TIDY STEEL-FAB LTD. PHONE (604) 793-9734 FAX (604) 792-1880					



LOCKABLE FILL/SPILL BOX
 c/w 4" LOCKING CAP &
 COLLAR, CAPPED SOUNDING
 PORT AND DRAIN BACK VALVE

INTERSTITIAL
 VENT c/w
 GAUGE

$\phi 6'-9\frac{1}{4}"$ I.D.

1'-2"

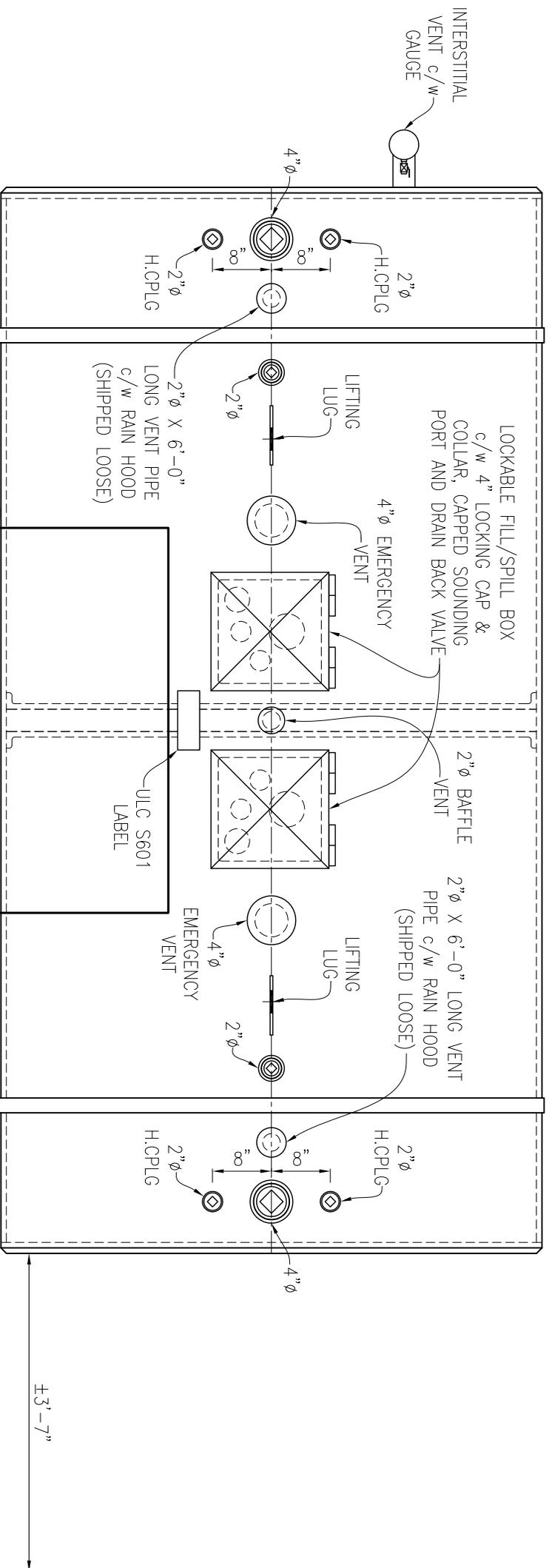
4'-9 1/2"

5'-5 1/2"

1" GROUT

10 STEPS @ 8 1/8" = 6'-9 1/4"

CUSTOMER: OKANAGAN VALLEY PETROLEUM		P.O. #	TANK #
		PW2016-04 RFQ	5547
TITLE: LEFT END VIEW			
FOR: 9,000 LITRE DOUBLE WALL VACUUM MONITORED SPLIT TANK (ULC S601)			
FILE: 01\02\5547	DRAWN: RICHARD	SCALE: 3/4" = 1'-0"	DWG# 5547
3000 LITRE SPLIT OKANAGAN WELD	JAN 26, 2017		REV 0
SHEET		2 OF 3	
 REGAL TANKS LTD. MFG. BY TIDY STEEL-FAB LTD. PHONE (604) 793-9734 FAX (604) 792-1880			



CUSTOMER: OKANAGAN VALLEY PETROLEUM

TANK # **5547**

PROJ # PW2016-04 RFQ

TITLE: TOP VIEW

FOR: 9,000 LITRE DOUBLE WALL VACUUM MONITORED SPLIT TANK (ULC S601)

FILE: 01\02\5547 DRAWN: RICHARD

SCALE: 3/8" = 1'-0"

JAN 26, 2017

DWG# 5547

SHEET 3 OF 3

REGAL TANKS LTD.

MFG. BY TIDY STEEL-FAB LTD.

PHONE (604) 793-9734 FAX (604) 792-1880



Schedule D: Additional Terms and Conditions

- 1) All material and installation information must be tracked electronically. Paper copies of required documentation will not be accepted. The acceptable format/software for tracking will be discussed with the Contractor as part of the pre-construction meeting.
- 2) Invoices must be submitted electronically, and must be itemized to show quantities of all installed materials, with costs in line with the costing table provided by the Proponent in their RFP submission.
- 3) The Project Manager will be performing periodic inspections of the installations to ensure quality control. If it is determined that work is not being completed as outlined in this RFP, it will be the responsibility of the Contractor to make the necessary corrections prior to substantial completion.
- 4) Indicate any value-added services that may be considered by the City, that meets or exceeds the specifications detailed within this RFP.
- 5) Provide a detailed workplan, including a schedule and estimate on timing of the project completion.
- 6) Make special reference to receiving, handling and installation of the equipment and additional materials (i.e. identify that there is storage capacity and if not, how does the Proponent plan to ensure installation occurs on time before the next batch of equipment and materials arrives).
- 7) Provide a detailed list of any other information that your company believes is missing to provide a correctly designed fuel tank system.
- 8) The successful Proponent shall obtain a valid City of Grand Forks Business License prior to the project commencement.
- 9) The project shall be deemed complete upon approval by the Manager of Operations or designate.
- 10) Upon completion of the project, the Contractor shall provide electronic copies of the design and all other information within thirty (30) days of project completion.
- 11) The Contractor will maintain a record of and provide fuel consumption data; this will include any fuel consumption associated with the provision of these services. The data provided must include the following: number of vehicles, by vehicle class, used to deliver the contracted service; type of fuel consumed by each vehicle; and liters of fossil fuels to be consumed in relation to the service delivered under the contract in each vehicle class, from the award date of the contract up to the completion data. The Contractor will supply the fuel consumption data within thirty (30) days of project completion.

Schedule E: Form of Agreement

Form of Agreement Contract – PW2018-02-RFP

THIS AGREEMENT made this _____ day of _____, 2017.

BETWEEN:

(Herein called "The Contractor")

OF THE FIRST PART

AND:

THE CORPORATION OF THE CITY OF GRAND FORKS

(Herein called "The Corporation")

OF THE SECOND PART

1. In consideration of the covenants and agreements hereinafter contained and to be performed by the Corporation, the Contractor hereby agrees with the Corporation:
 - a) To do all work described in the contract documents, on the terms and conditions herein contained and at the prices herein specified and within the time limited; and,
 - b) To commence and actively proceed with the work within fourteen (14) days from the date of receiving notice from the Corporation to proceed with the work.
2. The Contract documents include this agreement and the following documents:
 - a. Request for Proposal PW2018-02-RFP.
 - b. Contractor's Proposal as received by the City.
 - c. The Notice of Award.
3. In consideration of the performance by the Contractor of all and singular the covenants and agreements herein contained and to be performed by the Contractor, the Corporation HEREBY COVENANTS AND AGREES with the Contractor that it will pay the Contractor the sum or sums of money herein specified as payment for the fulfilment of the work.
4. IT IS UNDERSTOOD AND AGREED by and between the parties hereto that the specifications, the schedule of quantities and prices, the drawings, the tender including all schedules thereto, the general conditions of contract, and further details and instructions in explanation thereof as may from time to time be given by the Corporation, shall be read with and form part of this agreement as if embodied herein.
5. IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that the Contractor, in entering into and executing this agreement, has relied on his own examination of the site, the access to the site, and on all other data, matters, and things requisite to the fulfilment of the work, and not on any representation or warranty of the Corporation.

6. Communications between the Contractor and the Corporation including all written notices required by the Contract shall be made as set out below:

a. The Corporation:

Fax: _____
Email: _____
Attention: _____

b. The Contractor:

Fax: _____
Email: _____
Attention: _____

7. IN THIS AGREEMENT, unless the context otherwise requires, "Contract" shall be construed to mean and include this agreement.
8. WHENEVER in this agreement it is stipulated that anything shall be done or be performed by either of the parties hereto, it shall be assumed that such party has thereby entered, and such party does hereby enter into a covenant with the other party to do or perform the same.
9. All grants, covenants, provisions and claims, rights, powers privileges and liabilities contained in this agreement shall be read and held as made by and with and granted to and imposed upon the respective parties hereto and their respective heirs, executors, administrators, successors, and assigns, in the same manner as if the words had been inscribed in all proper and necessary places, and in the event of more than one person being the Contractor, the said grants, covenants, provisions and claims, rights, powers, privileges and liabilities shall be construed and held to be several as well as joint.
10. WHEREVER the singular or masculine is used throughout this Agreement, the same shall be construed as meaning the plural or feminine or body corporate, as the context or the parties hereto so require.
11. IN WITNESS WHEREOF the parties hereto have caused these presents to be executed, the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Full Legal Name of Contractor

Authorized Signatory

Date

Witness

Date

Chief Administrative Officer

Date

EXAMPLE

Company Name

PW2018-02-RFP
Fuel Tank Installation

DATE

Contact Information:
Contact Name
Company Address
Contact Email
Contact Phone Number
Contact Cell Number

Appendix B: Mandatory Components

Appendix A: Cover Page	
Appendix B: Mandatory Components	
Appendix C: Clearance Documentation	
Appendix D: Fee Schedule	
Appendix E: Proponent Information	
Appendix F: Certification Document	

Date

Signature

Appendix C: Mandatory Clearance Documentation

Qualifications

Appendix D: Fee Schedule

	<i>Item</i>	<i>Bid Unit Rate (\$)</i>	<i>Extended (\$)</i>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
	<i>Freight</i>		
	<i>Environmental Levy</i>		
	<i>PST</i>		
	<i>GST</i>		
	<i>Total Price</i>		

Please use additional forms or sheets formatted similar to the above in the event that the space provided is not sufficient.

Appendix E: Proponent Information

Legal Name: _____

Address: _____

Ownership Structure:

References (Provide three (3) references):

<i>Company</i>	<i>Contact Person</i>	<i>Telephone</i>	<i>Email</i>

Payment Terms (i.e. Invoicing):

Appendix F: Certification Document

Certification:

We have carefully read and examined the RFP document and have conducted such other investigations as were prudent and reasonable in preparing this Proposal.

We certify that the statements made in this Proposal are true and complete. These statements represent our Proposal to the City of Grand Forks. We agree to be bound by statements and representations made in this Proposal.

Company Name (Print): _____

Company Address: _____

Name of Authorized Signing Officer(s) (Print): _____

Title of Authorized Signing Officer(s) (Print): _____

Signature of Authorized Signing Officer(s): _____

Telephone Number: _____

Cell Number: _____

Email Address: _____

Acknowledgement of Addenda:

We acknowledge the following Addenda which become part of this RFP:

ADDENDUM #	

Date Signed: _____