



Request for Proposal

RFP#2021-01 - Fuel Supply and Automated Cardlock System

Tuesday February 23th, 2021

Municipality of Markstay-Warren

21 Main Street South

P.O. Box 79

Markstay, ON, P0M 2G0



Table of Contents

Table of Contents	2
Confidentiality Statement	6
Statement of Requirements	6
Proposal Opening	6
Schedule of Events	7
Definitions	8
Proposal Information and Instructions	9
Communications	9
Addenda to the RFP	9
Submission of Proposal	9
By Courier or Regular Mail	9
Electronic Submission	10
Proposal Package	10
Suspension of Service	10
Treatment of Information	10
Proposal Package Submissions Information Release to Other Proponents	11
Request to Withdraw a Proposal Package Submission	11
Proposal Returned Unopened	11
Cancellation of Request for Proposal	11
Joint Venture Proposal Package	11
Adjustment to a Proposal Package	11
Erasures, Overwriting or Strike-outs	11
Environmental Considerations	11
Proposal Terms and Conditions	12
Form of Proposal Requirements	12
Specifications and Requirements	12
Omissions, Discrepancies, Clarifications and Addenda	12



Allocation of Risk.....	13
Mathematical Errors	13
Conflict of Interest	13
Lobbying	13
Litigation	13
Gratuities	13
Proposal Evaluations and Selection	14
Evaluation of the Proposal Package.....	14
Proposal Content and Organization.....	14
Invitation Issued for Presentation	16
Terms of Award.....	16
Selection for an Award.....	16
Complete Proposal Package.....	16
Terms and Conditions of Contract	17
Accessibility for Ontarians with Disabilities Act.....	17
Contract Documents	17
Due Diligence	17
Insurance.....	17
Comprehensive General Liability Insurance	18
Indemnification	18
Subcontractors.....	19
Taxes	19
Laws	19
Notices	19
Errors and Omissions	19
Termination for Vendor Default	19
Request of Approved Equals and Alternatives	19
Bid Deposit.....	20
Bid Surety.....	20
Design Approval(s)	20
Pre-Qualification and Mandatory Site Visit	20



Health and Safety.....	20
General.....	20
Persons.....	21
Equipment and Tools	21
PPE	21
Fall Protection	21
WHMIS	21
MSDS.....	21
Safety Meetings	21
Proof of Training	21
Reporting.....	22
Supervision.....	22
Health & Safety Station.....	22
WSIB.....	22
Permits and Approvals	22
Locates	22
Workmanship Warranty	23
Construction Schedule	23
Product and Material Quality	23
Environmental Protection.....	23
Site Restoration.....	23
Temporary Service and Facilities	23
Public Safety.....	23
Electrical Service	24
Temporary Water Supply	24
Temporary Toilets	24
Construction Debris	24



Fees	24
Spill Reporting	24
Private Land	24
Traffic Control	24
Business Overview , Background and Executive Summary.....	25
Terms and Conditions	26
Declaration.....	27
Schedule “A” - Specifications	28
Project Description.....	28
Equipment Supply and Installation	28
Fuel Supply	28
Site Locations	29
Site Details	30
Minimum System Requirements	30
Site Conditions	31
Installation Specifications	31
Fuel Tanks/Pumps and Cardlock Specifications.....	31
Responsibility Matrix	32
Documentation Deliverables	32
Drawings	32
Final Inspection	32
Other Documentation	32
Schedule “B” – Statement of Acknowledgement	33
Schedule C – Pricing Matrix	34
Equipment Supply and Installation	34
Fuel Supply.....	34
Appendix A – Reference Material	35



Confidentiality Statement

This document and any attachments thereto, regardless of form or medium, is intended only for use by the addressee(s) and may contain legally privileged and/or confidential, copyrighted, trademarked, patented or otherwise restricted information viewable by the intended recipient only. If you are not the intended recipient of this document please respond to the originator of this message and permanently dispose of any copies and any attachments. Thank you for your consideration, Municipality of Markstay-Warren. Please respond to info@markstay-warren.ca with any questions or concerns.

Statement of Requirements

The Municipality of Markstay-Warren ("The Municipality") requires the services of a qualified provider of diesel fuel and gasoline also a fully automated cardlock system for all fuels to be engineered, furnished and installed in most cost effective and efficient manner. The Project involves a number of key elements detailed in this RFP.

This Request for Proposal provides the detail on what is required to submit a Proposal, how The Municipality will perform its evaluation, and any specifications and qualifications to provide the goods and/or service.

Proposal Opening

Proposals will be publicly opened and recorded on Tuesday March 30th, 2021 as soon as possible after 2:00PM at the Municipal office. Staff will review the proposals; a recommendation will be made to Council. If approved by Council, the successful candidate will be contacted.



Schedule of Events

Event	Date
RFP Release	February 23 rd , 2021
Mandatory Site Visit	March 2 nd , 2021
Final questions from Proponents	March 23 rd , 2021 3pm
Closing Date and Time	March 30 th , 2021 Noon
RFP Opening and Review	March 30 th , 2021 2pm
Proponent Recommendation to Council	April 19 th , 2021
Agreement Execution with Successful Proponent	April 30 th , 2021
Drawings and Approvals	May 15 th , 2021
Equipment Receipt	June 30 th , 2021
Installation Start	July 12 th , 2021
Installation and Testing Complete	July 30 th , 2021
Final Site Walk and Municipal Acceptance	July 30 th , 2021
Site Restoration	August 3 rd , 2021



Definitions

1. **“Authorized Agent”** is a representative of the Proponent’s firm who has the authority, or appears to have the authority, to enter into a Contract on behalf of the Proponent.
2. **“Award”** is the acceptance of a proposal in accordance with this Request for proposal, as evidenced by The Municipality written notification to the selected Proponent.
3. **“The Municipality”** means The Corporation of The Municipality of Markstay-Warren.
4. **“Consultant”** means person or corporation who, by virtue of professional expertise of service is contracted by The Municipality to undertake a specific task or assignment.
5. **“Contract”** means legal agreement to be entered into by the selected Proponent and The Municipality.
6. **“Council”** means the elected representative of the people of The Municipality of Markstay-Warren with respect to municipal administration.
7. **“May or Should”** used in this RFP document shall be permissive and discretionary but recommended.
8. **“Proponent”** Person or corporation who submits a proposal.
9. **“Proposal”** is a written offer, in a specified form, received from a Proponent in response to a Request for Proposal to provide goods and services based on the approved format of The Municipality containing terms and conditions.
10. **“Proposal Package”** is the submitted package that includes the proposal and any documents requested for evaluation.
11. **“Request for Proposal (RFP)”** is a solicitation from The Municipality to potential consultants to submit a proposal.
12. **“Shall or Will”** used in this RFP document is a mandatory requirement that if not met, will result in a Proponent’s disqualification.



Proposal Information and Instructions

This section of the Request for Proposal describes the process to submit a proposal. Please read all proposal sections carefully.

Communications

All communication concerning this Request for Proposal shall be in writing and directed to:

Mark Whynott, Fire Chief/CEMC
Municipality of Markstay-Warren
E-mail: mwhynott@markstay-warren.ca
Phone: (705) 853-4536 x210

No person other than the above-named person or his or her authorized representative is authorized to speak for The Municipality with respect to this Request for Proposal. A Proponent who seeks to obtain information, clarification or interpretation from another Municipal official or employee is advised that such material is used at the Proponents own risk, and The Municipality shall not be bound by any such representations. Answers to questions and clarifications may be released in the form of an addendum should The Municipality determine the information is relevant to all Proponents. Any questions shall be sent to the Fire Chief/CEMC

in writing on or before March 26th, 2021 at 3pm. Questions will not be answered after this date. No verbal arrangement or agreement, relating to the goods, materials, supplies, equipment, services and construction specified or called for under this document will be considered binding and every notice, advice or other communications pertaining to it, shall be in writing.

Addenda to the RFP

Changes to the RFP shall only be done by formal written addendum issued by The Municipality's CAO/Clerk. The Municipality hereby reserves the right in their sole discretion to amend this RFP any time prior to the closing date and time.

It is each Proponent's ultimate responsibility to ensure all addenda have been received prior to submission of their proposal or, in any event, prior to the close of the proposal, as a proposal cannot be amended or withdrawn following the close of the RFP, for any reason.

Submission of Proposal

By Courier or Regular Mail

A sealed proposal package may be submitted at or before the closing date and time:

Tuesday, March 30th, 2021, at 12:00:00 p.m., EST.

Clearly address the proposal package to The Municipality of Markstay-Warren's administration office as follows:



The Municipality of Markstay-Warren

21 Main Street. South, Markstay, Ontario, P0M 2G0

Attention: Mark Whynott, Fire Chief/CEMC

Re: RFP 2021-01 – Fuel Supply and Automated Cardlock System

Provide the proposal number, company name and the return address information on the outside of the proposal package and courier package.

Note: Courier service to this area is not “Same Day” or “Guaranteed” for a specific time of day.

Electronic Submission

Our Procedural By-Law states that facsimile and electronically mailed proposals will be disqualified. HOWEVER due to the COVID-19 pandemic, The Municipality is allowing electronic submission by email.

The RFP shall be sent to:

Mark Whynott, Fire Chief/CEMC

Email address: mwhynott@markstay-warren.ca

The Proponent shall include **RFP 2021-01 – Fuel Supply and Automated Cardlock Sysytem**

An electronic copy may be submitted at or before the closing date and time:

Tuesday, March 30th, 2021, at 12:00:00 p.m., EST.

Note:

The Proponent is solely responsible for ensuring their submission is received on time and at The Municipality’s administration office. A proposal delivered after the closing date and time will not be opened and will be returned to the Proponent.

Proposal Package

The sealed proposal package shall contain **1 original Form of proposal signed by the Authorized Agent and one USB of the complete proposal for evaluation purposes (if sent by mail or courier)**. Please read all sections carefully to ensure a complete package is submitted.

Suspension of Service

In the event that an emergency, labour disruption or inclement weather forces the closure of The Municipality’s Administration office, the RFP shall become due on the next business day at 12:00 p.m.

Treatment of Information

The Municipality is required by law to adhere to the requirements of the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*, as amended.

The information collected will be used solely for the purposes stated in this request. If the Proponent believes that any part of its submission reveals any trade secret, intellectual property, scientific,



technical, commercial, financial or labour relations information or any other similar secret right of information belonging to the Proponent, the information must be clearly marked as being confidential.

Any request for access to submissions will be formally reviewed subject to MFIPPA prior to the release of any third-party information. The Municipality may be required to submit information of the Proponent or proposal packages received to granting agencies for outside funding. The Proponent will not be notified of such a requirement.

Proposal Package Submissions Information Release to Other Proponents

The number of proposals received, and the names of the Proponents are confidential and shall not be divulged prior to the public proposal opening.

Request to Withdraw a Proposal Package Submission

Requests for withdrawal of a proposal shall be allowed if the request is made before the closing date and time for the proposal to which it applies. Requests shall be directed to the CAO/Clerk by letter, email or in person, by an Authorized Agent of the company, with a signed withdrawal request confirming the details. Telephone requests will not be considered. The withdrawal of a proposal does not disqualify a Proponent from submitting another proposal on the same Contract.

Proposal Returned Unopened

A proposal package received after the closing time shall be noted and returned unopened to the Proponent, as soon as possible. If a late proposal is received without a return address on the envelope it shall be opened, the address obtained, and then returned. The covering letter will advise why the envelope could not be returned unopened.

Cancellation of Request for Proposal

The Municipality reserves the right to cancel the Request for Proposal at any point in the process without liability.

Joint Venture Proposal Package

If a joint venture is responding to the Request for Proposal the proposal package shall be submitted by a lead Proponent and the others named as subcontractors.

Adjustment to a Proposal Package

Adjustments by telephone, and facsimile (Fax), e-mail or letter to a proposal package already submitted will not be considered. A Proponent desiring to adjust a proposal shall withdraw the proposal and/or supersede it with a later proposal submission prior to the specified proposal closing date and time.

Erasures, Overwriting or Strike-outs

The Authorized Agent signing on behalf of the organization, shall initial erasures, overwriting or strikeouts on all parts of the original submission.

Environmental Considerations

Proponents are encouraged that wherever possible to supply goods which provide for expanded use of durable, reusable commodities, and commodities which contain the maximum post-consumer waste and/or recyclable content, without affecting the intended use of the good.



Proposal Terms and Conditions

Each Proponent, by submitting a proposal, represents that the Proponent has carefully read, understands and accepts the terms and conditions and specifications of the Request for Proposal in full.

Form of Proposal Requirements

Proponents are required to conform to the conditions listed below and those failing to do so will be disqualified for a non-compliant proposal Form:

- a) The Proposal format "Proposal Acknowledgement" as supplied by The Municipality shall be completed with the contact information and signed with the authorized signature of the Proponent or of a designated official of the organization and submitted in the proposal package. An original signed document is required in the proposal package.
- b) All proposal information and pricing shall be legibly written in ink or by computer.

Specifications and Requirements

It is understood and agreed that each Proponent, by careful examination, is satisfied as to the specifications of goods, nature of the service and the work, the character, quality and quantity of the task, the general and local conditions, warranty and all other matters, which can in any way affect the goods or service.

Each Proponent is directed to carefully examine the proposal documents and to make special inquiry of any details the Proponent is uncertain of and to make further personal inspection and investigation, as the Proponent may deem proper, to determine the correctness of the information so obtained.

Omissions, Discrepancies, Clarifications and Addenda

While The Municipality have made every effort to ensure the accuracy of the information provided in this RFP, the Proponent shall not make any claim against The Municipality for damages or extra work caused or occasioned by the Proponent relying upon such records, reports, or information whether as a whole or in part, furnished by The Municipality, private company or individual.

Should a Proponent find omissions from, or discrepancies in, any of the proposal documents, or should he/she be in doubt as to the meaning of any part of those documents, it will be the Proponent's responsibility to immediately notify The Municipality in writing.

If The Municipality considers that a correction, explanation or interpretation is necessary or desirable, The Municipality may issue a written addendum to all who have registered as a document via email.



Allocation of Risk

The Municipality shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent by reason of non-acceptance by The Municipality of any proposal submission or by reason of any delay in its acceptance.

Mathematical Errors

In the event of mathematical errors in extension of prices or other ambiguities, unit prices shall govern over total proposal prices and words shall govern over numbers.

Conflict of Interest

The Proponent is required to submit a conflict of interest declaration of any potential conflict of interest or perceived conflict of interest with their proposal package. This may be submitted in the form of a letter. Failure by a Proponent to declare any potential conflict of interest or to obtain a waiver of any such conflict may be grounds for The Municipality to disqualify a proposal or terminate any contract formed or purchase order without liability and for cause.

Lobbying

In order to ensure fairness to all persons, The Municipality must endeavor to prevent unfair advantage created by lobbying. The Municipality reserve the right to disqualify, at any time (including after the selection process has been completed) and at its sole discretion, any person engaging in lobbying with any elected official or employee of The Municipality in an attempt to seek information or to influence the award of the contract. Any activity designed to influence the decision process, including, but not limited to, contacting any elected official or The Municipality staff for such purposes as meeting or introduction, social events, meals or meetings related to the selection process.

A Proponent may communicate with the appropriate member of the applicable Municipality Clerks or Treasury department for purposes of administration of the contract during the term of the contract.

Litigation

No submissions will be accepted from any persons which has a claim or has instituted a legal proceeding against The Municipality or against whom The Municipality have a claim or instituted a legal proceeding without prior approval by Council. The Municipality may choose to disqualify a Proponent that has litigation against them that would affect their performance or reputation in performing the service or providing the goods and services requested by The Municipality.

Gratuities

The Proponent acknowledges that no officer, member of Council, or employee of The Municipality has benefited or will benefit financially or materially from an award. A selected Proponent will be disqualified or a contract or purchase order will be terminated by The Municipality if it is determined that gratuities of any kind were either offered to, or received by, any Municipality' officer, member of Council or employee.



Proposal Evaluations and Selection

Evaluation of the Proposal Package

All proposals will be requested, received, evaluated, accepted and processed in accordance with The Municipality Purchasing Policy including amendments.

The Proposal package will be subject to a comprehensive analysis and evaluation, based upon the best overall value to The Municipality by an evaluation. The Proposal will be checked for compliance to the Proposal request and should be organized in sequence by the sections listed below. A description of what is expected in each of these sections is presented below. A compliant Proposal will be evaluated using the rating criteria as indicated.

The Municipality reserves the right in its sole discretion to:

- a) Waive minor irregularities and/or minor non-compliance by any Proponent with the requirements of this Request for Proposal and
- b) Request clarification and/or further information from one or more Proponent after closing without becoming obligated to offer the same opportunity to all Proponents.

Number	Submission Criteria	Points
1	Respondent's Understanding of Project and Completeness of Proposal	30
2	Qualifications and Technology Durability and Flexibility	30
3	Financial	40
Total		100

Proposal Content and Organization

The proposal must be organized according to the sections in this RFP in order to facilitate evaluation and comparison of proposals.

Proposal submissions must provide a detailed Table of Contents. All sections must be tabbed and labeled to facilitate ease of reference. All Appendices are to be noted in Table of Contents and tabbed/labeled separately.

The Proposal is recommended to be no more than twenty (20) pages in length.

- a) **Company Profile**



Provide a description of your firm, number of employees, capability and means to complete the requirements. Include your firm's years of experience relevant to the proposed project.

b) **Project Team, Qualifications and Relevant Experience**

List proposed team members and identify the level of involvement in each proposed task.

c) **References**

Proponents must demonstrate similar experience in northern provincial climates by providing references from a government/public sector entity of similar nature. Bidders without or with insufficient government/public sector experience may be disqualified. Prior poor performance with The Municipality may result in disqualification. Decision s of disqualification by The Municipality will be deemed final and will be given to the Proponent in writing. Use of the reference template available in Appendix A is mandatory.

d) **Implementation Plan**

Provide an implementation plan that including preferred methodology, milestone timelines, status updates, and risk management.

e) **Financial Offer**

The price, disbursements and HST shall be clearly identified as per Schedule C.

Disbursements will include printing, travel, courier service, meals and any telephone/facsimile charges. Proponents are also requested to provide, where applicable, rates for additional work of similar nature believed not to be covered in this RFP but considered necessary for completion of the assignment and shall specifically identify them in the proposal.

The Municipality may request additional information around the financial consideration and incomplete proposals will affect the evaluation and may disqualify a Proponent. All costs to The Municipality shall be described as indicated above and calculated into the financial offer to ensure completion of the Project.

The Municipality reserves the right to adjust costs of proposals to reflect imbalances or discrepancies.

The Municipality may choose to interview certain Proponents to clarify issues. Proponents are advised that only complete submissions will be reviewed and evaluated. The successful Proponent will be one with the highest score.



Invitation Issued for Presentation

At its sole discretion, The Municipality may invite Proponent(s) to make a presentation to Council if/when applicable.

Terms of Award

- a) The lowest or any Proposal will not necessarily be accepted, and The Municipality reserves the right to award any portion of the Proposal.
- b) Proposals are irrevocable for one hundred and twenty (120) calendar days from the date the Proposal is opened.

Selection for an Award

Upon receiving approval to award the proposal, The Municipality shall contact the selected Proponent by mail, courier, fax or by e-mail to the contact person named at the address given in his/her proposal package.

Complete Proposal Package

The Proponent is advised to ensure that their offer is a complete proposal. All information submitted and made available will support the Request for Proposal specifications and requirements. Any waiver or clarification will not be considered as an opportunity for a Proponent to correct errors or change the offer in their Proposal.



Terms and Conditions of Contract

Accessibility for Ontarians with Disabilities Act

The Municipality is committed to incorporating accessibility criteria and features when procuring or acquiring services, except where it is not practicable to do so, in accordance with their Accessibility policies.

All vendors who provide services shall comply with the Accessibility for Ontarians with Disabilities Act, 2005, and any and all Accessibility policies implemented at The Municipality.

All suppliers who provide services shall ensure that all of its employees, volunteers and others, for which the supplier is responsible for, are compliant with the training requirements as legislated under the Ontario Regulation 429/07 (section 6), Accessibility Standards for Customer Service.

Contract Documents

The Proponent's proposal documents, the RFP and such other documents, including all amendments or addenda agreed between the parties comprise the "Contract Documents" and shall form in part or in full of the Contract entered between the Proponent and The Municipality.

Should any work or materials be required which are not detailed in this RFP, either directly or indirectly, but which are nevertheless necessary for the proper carrying out of the intent hereof, the Proponent is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if they were particularly delineated or described. No after claim will be allowed or entertained for obstructions or work necessary to fully complete the work whereon said Proponent made tender.

Due Diligence

It is understood and agreed that the Proponent has by careful examination, satisfied itself as to the nature and location of the work, the quality and quantity of services/materials to be encountered, the character of materials, labour and facilities needed in the completion of the work.

Insurance

Prior to commencing any work or services the Proponent will be required, upon request, to provide evidence of insurance coverage according to the insurance conditions set out in the Comprehensive General Liability Insurance section. The certificate of insurance shall identify the Contract title, policy holder, and scope of work. Insurance obtained and continuously carried during the term of the Contract is at the Proponent's and/or subcontractors own expense and cost.

All insurance policies shall be in a form and in amounts satisfactory and with insurers acceptable to The Municipality and shall provide The Municipality with thirty (30) days prior written notice of material change, lapse or cancellation. Notice must identify the Contract title, policy holder, and scope of work.

The Proponent and each of its subcontractors shall provide, at its own cost, any additional insurance that it is required by law to provide or which it considers necessary. The insurance coverage shall be primary insurance as respects The Municipality.



Similar evidence of renewals, extensions or replacement of said policies, upon request, shall be forwarded to The Municipality, at least fifteen (15) days prior to their renewal extension or replacement. A certificate of insurance provided by the Proponent shall not contain any disclaimer whatsoever.

The Proponent shall provide in its agreements with its subcontractors clauses in the same form as those found herein. Upon request, the Proponent shall deposit with The Municipality detailed certificates of insurance for the policies it has obtained from its subcontractors and a copy of the insurance clauses so provided in the said agreements.

Comprehensive General Liability Insurance

Comprehensive general liability insurance with limits of not less than five million dollars (\$5,000,000) per occurrence inclusive for personal injury or property damage and in the aggregate with respect to products and completed operations. The insurance shall protect the Proponent, its subcontractors and their respective employees, servants and agents against personal injury, including death, sustained by any person and damage to or destruction of property including loss of use thereof, arising directly out of the operations or requirements performed in connection with the Contract.

The policy of insurance shall:

- a) Contain a cross-liability or severability of interest clause;
- b) Extend to cover non-owned automobile, contingent employer's liability, blanket contractual liability, Proponent's protective liability, broad form property damage, broad form completed operations, and operation of attached machinery;
- c) Add The Municipality, its officers, officials, employees, servants, and agents as additional insured; and
- d) Have a policy deductible not exceeding five thousand dollars (\$5,000) for any one accident of occurrence.

The Proponent shall ensure that vehicles owned and/or operated by the Proponent in connection with the Contract maintain Third Party Legal Liability Insurance in an amount not less than Five million dollars (\$5,000,000) per occurrence.

Indemnification

The successful Proponent shall indemnify and hold harmless The Municipality, its officers, Council members, partners, agents and employees from and against all claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon The Municipality and against all loss, liability, judgments, claims, suits, demands or expenses which The Municipality may sustain, suffer or be put to resulting from or arising out of the successful Proponents' failure to exercise reasonable care, skill or diligence or omissions in the performance of any work or service required hereunder to be performed or rendered by the successful Proponent, its agents, officials or employees.



Subcontractors

All subcontractors are the responsibility of the Proponent. The Proponent agrees that the subcontractors shown in its proposal are the subcontractors that it proposes to use to carry out the requirements. Subject to The Municipality approval of the listed subcontractors, the Proponent agrees, if awarded this contract, to engage the listed subcontractors and no others in their stead without prior written authorization of The Municipality.

Nothing contained in any Contract documents shall create any contractual relationship between the subcontractors and The Municipality.

Taxes

Unless otherwise provided herein, the Proponent shall pay all government sales or excise taxes in force at the date of the agreement, provided that any increase or decrease in such taxes shall increase or decrease the amount due under the Contract accordingly. Invoices shall show the appropriate amounts for Goods and Services taxes and Provincial Sales taxes separately.

Laws

The laws of Ontario shall govern the Contract.

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.

Notices

Any notice required to be given or made in this Contract shall be given or made in writing and shall be served personally, emailed or mailed by registered mail addressed to The Municipality and to the Proponent at the address set forth in its proposal.

Errors and Omissions

The Municipality shall not be held liable for any errors or omissions in any part of this RFP. While The Municipality has used considerable effort to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted accurate by The Municipality, nor is it necessarily comprehensive or exhaustive.

Termination for Vendor Default

Upon the termination of this Contract for cause, the Proponent shall have no claim for any further payment, but shall remain liable to The Municipality for all loss and damage which may be suffered by The Municipality by reason of the default or occurrence upon which such notice was based.

Request of Approved Equals and Alternatives

Request for equals to the material, equipment or methods of fabrications specified, should be submitted in writing to the person identified in the Proposal Information and Instructions section three (3) days prior of closing time of this RFP. These requests should contain pertinent data such as specifications, construction and operational characteristics, cost savings ect.. in order to assist The Municipality in its



decision. Approvals for equals will be in the form of addenda, The Municipality is not obligated to review and approve equals prior to the RFP closing time.

Bid Deposit

Proponent's submissions must be accompanied by a certified cheque, bank draft, money order and or bid bond made payable to the Corporation of The Municipality of Markstay-Warren equal or greater than the amount specified:

Total Amount of Bid	Minimum Deposit Required
\$50,000 or less	5%
Over \$50,000	10%

Bid Surety

The Proponent shall include with its Proposal an agreement to bond issued by a Surety Company licensed to operate in the Province of Ontario, stating that a performance bond in the amount of (50 %) of the contract price including labour and material payment bond in the amount of (50%) of the contract price will be provided to the owner within the timeline specified in RFP documents.

Following the award of the contract, all deposit cheques, and/or bid bond, other than the low and second lowest bids, shall be returned to the applicable bidders by regular mail.

Design Approval(s)

The Proponent shall submit a DRAFT design including but not limited to site layout, equipment layout, splash pad rendering, equipment list and concrete slab design for Municipal approval prior to submission of the final design. Once approved by The Municipality, the FINAL copy of the design including but not limited to site layout, equipment layout, splash pad rendering, equipment list and concrete slab design with a Professional Engineer seal will be provided.

Pre-Qualification and Mandatory Site Visit

Proponents, their representatives and/or all subcontractors working on this project must pre-qualify with The Municipality. In order to pre-qualify, Proponents, their representatives and/or subcontractors must attend the mandatory site visit to be held on Thursday February 26th, 2021 at 10:00am. All parties will be required to sign the attendance sheet.

Health and Safety

General

Proponent shall comply with the Occupational Health and Safety Act (OHSA), the Regulations for Construction Projects, The Municipality's Safety Policy as well as with the prescribed requirements legislated in the Regulations for Industrial Establishments.



Persons

The Proponent and its employees, contractors, subcontractors and all others directly or indirectly engaged by the Proponent for this project shall use their training, knowledge and experience to protect the health and safety of their workers and others, reporting to their supervisor the absence of, or defect in any protective equipment or device, and reporting to their supervisor any circumstances or conditions that may limit their ability to comply with the requirements of the OHSA and The Municipality's Safety Policy.

Equipment and Tools

All equipment and tools used by the Proponent, its employees, contractors, subcontractors and all others directly or indirectly engaged by the Proponent shall conform to Canadian Standards Association (CSA) or manufacturer specifications. The Municipality reserves the right to prohibit the use of any equipment and methods or practices that do not conform to acceptable standards. Defective equipment and tools shall be removed from the work site premises immediately.

PPE

All workers must wear appropriate CSA approved eye protection, hearing protection, CSA approved hard hats, CSA approved foot protection and CSA approved gloves at all times while working on the job site.

Fall Protection

Safety harness and lanyard are required by anyone working more than 3 metres above a surface. The safety harness must be secured to a fixed support so that a worker cannot fall more than five feet. Proof of certification shall be submitted before starting any work at heights.

WHMIS

No hazardous material is to be stored or used on work site by the contractor unless the prescribed requirements concerning labeling material safety data sheets (MSDS') and worker instructions and training are met.

MSDS

Material safety data sheets for all hazardous products shall be kept on site.

Safety Meetings

Proponent shall conduct safety meetings as required by law and identify concerns or potential hazards on the job site. Safety meeting attendance sheets shall be signed by all workers and a copy of the safety meeting shall be submitted to the Public Works Superintendent for The Municipality's records.

Proof of Training

The Proponent shall submit within five (5) calendar days after the contract award, copies of WHMIS, copies of health and safety awareness, first aid certificate and certificates pertaining to the work being done for all workers working on the job site.



Reporting

The Proponent must report immediately to the Public Works Superintendent all workplace incidents, near misses, injuries and illnesses and environmental damages. The Proponent shall also report accidents/incidents to the ministry of labour or any other appropriate authority required by legislation.

Supervision

The Proponent shall comply with OHSA regulations.

Health & Safety Station

The Proponent shall provide at all time a dedicated station for workers to have access to the contractors H&S manual, the emergency response plan, the OH&S Pocket book, MSDS sheets, WSIB information, Eye wash stations and emergency first aid kit.

WSIB

The Proponent agrees that it shall, at its own expense, procure and carry or cause to be procured and carried and paid for, full WSIB coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract. The Proponent agrees that The Municipality have the unfettered right to set off the amount of the unpaid premiums and assessments for such coverage against any monies owing by The Municipality to the Proponent. The Municipality shall have the right to withhold payment under this contract until the WSIB premiums, assessments or penalties in respect of work done or service performed in fulfilling this Contract have been paid in full.

The Proponent shall, upon request, provide The Municipality with the Proponent's WSIB registration number and letter from WSIB confirming that the Proponent is registered in good standing with WSIB and that all assessments have been paid to the date thereof prior to The Municipality having any obligation to pay monies under this Contract.

If exempt from coverage, the Successful Bidder shall obtain optional coverage in the form of a letter from WSIB and must be provided to The Municipality within ten (10) business days of being awarded the contract, or commencement of the contract, whichever is shortest.

Permits and Approvals

The Proponent shall obtain all necessary permits and/or approvals (if required) from authorities having jurisdiction before starting the work. The cost associated to the permits and/or approvals shall be included in the Proponent's proposal. The Proponent shall inform The Municipality of permits or approvals can be obtained ONLY by the Municipality.

Locates

The Proponent shall be responsible to coordinate with utility companies locates of all buried utilities and services.

No excavation work shall start before clearance from utility companies having jurisdiction has been cleared.

Copies of locates shall be in all equipment used to complete the excavation at all time.



Workmanship Warranty

Workmanship shall be of the best quality, executed by workers qualified, experienced and thoroughly skilled in the respective duties for which they are employed.

Decision as to the quality or fitness of workmanship in case of any dispute rests solely with the Public Works Superintendent of whose decision is final.

During the warranty period as specified in Schedule A of this document, the Proponent agrees to restore defective work to the standard of the Request for Proposal documents and manufacture specifications without cost to The Municipality including material and labour, for a period of a minimum 1 year with an optional term to be defined in the Proponent's proposal for an additional fee.

Construction Schedule

The Proponent agrees to the schedule outlined in the *Schedule of Events* section. No deviation from this schedule will be permitted without prior approval by The Municipality.

Product and Material Quality

All material and equipment shall be new, not damaged or defective. Defective products will be rejected regardless of previous inspections. The Proponent shall remove and replace defective products at their own expense and be responsible for delays and expense caused by rejection.

Material and product on site shall be stored in a manner to prevent damage, adulteration, deterioration and in accordance with manufacturer specifications.

Environmental Protection

The Proponent shall be responsible to minimize erosion and sediment runoff resulting from his operations.

The Proponent shall be responsible to supply and install any appropriate sediment control measure to prevent sediment runoff from entering any water course within or downstream of the work site.

Site Restoration

The Proponent shall be responsible for the condition of the job sites while completing its work.

The Construction site used by the Proponent shall be restored to its original conditions after the work is completed. All affected shall be returned to its original conditions including but not limited to grading, top soil, grass, pavement, fencing, etc...

Temporary Service and Facilities

Public Safety

The Proponent shall provide, erect and maintain adequate temporary boarding, barricades, warning signs, and lights where required for the protection of the public at all time.



Electrical Service

Electrical service required for the contract by all trades shall be furnished and paid by the Proponent.

Temporary Water Supply

Water supply required for the performance of the contract by all trades shall be supplied by the Municipality.

Temporary Toilets

Municipality will provide toilet accommodation sufficient for all personnel on site.

Construction Debris

The Proponent shall provide adequate portable facilities, on a continuous basis, for garbage and construction debris collection and removals for the sub-trades.

Fees

Temporary facilities, toilets, barricades, storage containers, utilities and other construction of temporary nature shall be included in the contract price and removed from site once work is completed.

Spill Reporting

Spills or discharge of pollutants or contaminants under the control of the Proponent shall be immediately reported to the Ministry of Environment.

Private Land

The Proponent shall not enter private lands adjacent to the construction working area without the written consent of property owner and The Municipality.

Traffic Control

The Proponent or its subcontractor shall not obstruct access to the public works crews or fire service vehicles and shall not place or store material or parked vehicles or equipment in areas that will cause an obstruction for the crews.



Business Overview , Background and Executive Summary

The Municipality of Markstay-Warren is a vibrant, welcoming and family-based community that is committed to positive, sustainable growth. A scenic environment, friendliness of neighbours, diversity of cultures and small village feel make Markstay-Warren the community of choice to live, work, visit and vacation.

The Municipality of Markstay-Warren is a single tier municipality situated in Northern Ontario. The Municipality is located approximately 40 km east of Sudbury and includes the communities of Markstay, Hagar, Warren and other surrounding townships. The population is approximately 2,650.

As a single tier municipality, The Municipality of Markstay-Warren is responsible for providing the following services:

- Municipal taxation
- Local roads
- Fire protection
- Building inspections and permits
- By-law enforcement
- Parks, and recreational services
- Solid waste collection and disposal
- Library services (governed by a Library Board)
- Potable water (within the village of Markstay and village of Warren only)
- Sewage collection (within the village of Warren only)

Policing services are contracted to O.P.P., ambulance and social services are administered by the Sudbury-Manitoulin District Social Services Administration Board, and planning is administered by the Sudbury East Planning Board.



Terms and Conditions

Relating to the submission document:

- ☐ **Term of Agreement** - The successful Proponent will provide all fuels for use by Municipal vehicles and a fully automated cardlock system for those fuels in Markstay and Warren.
- ☐ **Billing** - The successful Proponent will agree to the payment schedule as follows:
 - Deposit of 50% at execution of the agreement for equipment and installation.
 - Up to 90% of total agreed price for equipment and installation after installation completion, testing, training and site walk inspection completed with municipal approval.
 - Net 30 Terms.
 - 10% holdback release after all deficiencies completed and all deliverables received by The Municipality.
- ☐ **Provincial and Federal Taxes (H.S.T.)** – Proposals shall include applicable HST. This tax shall be shown separate from the unit price. The respondent shall include with the executed documents, at the time of submission, on company letterhead, notification to The Municipality of their HST Registration Number (if any)
- ☐ **Costs, Deliverables & Timelines** – as set out in Schedule “A”
- ☐ **Declaration** - Signed declaration must be submitted
- ☐ **Other** – Respondents may include any additional information regarding their firm and/or services that may prove beneficial to the evaluation of the proposal. These would be provided in the form of appendices.



Declaration

Name and Address of the Proponent

Phone:

Fax:

Email:

The Proponent declares:

- No person, firm or Municipality other than the Respondent, has any interest in this proposal or in the proposed services for this proposal;
- No member of the staff of The Municipality of Markstay-Warren is, or will become interested directly or indirectly, as a contracting party, partner, shareholder, surety or otherwise or in the performance of the service or in the supply, service or business to which it relates or in any portion of the profits thereof or in any of the monies to be derived there from;
- The content and requirements of this proposal document have been read and understood.
- All prices are quoted in Canadian funds.

All or any proposals not necessarily accepted.

Signed at _____ this ___ day of _____ 2021.

Print Name - Witness

Print – Respondent

Title - Respondent

Signature - Witness

Signature – Respondent



Schedule "A" - Specifications

Project Description

The Municipality of Markstay-Warren wishes to establish a fully integrated fuel cardlock system in the villages of Markstay and Warren ON. It will be located at both public works yards in Markstay and Warren as shown in the village maps below. The successful Proponent shall also supply all fuels as per the request and estimated amounts provided.

The successful Proponent will supply and install an industry approved fuel cardlock system with future capability to have full integration to the municipal accounting system. The Proponent will also enter provide a 3 year and 5 year pricing agreement for coloured fuel, clear fuel and gas based on the following yearly typical municipal consumption.

The ability to provide a future proof solution that is able to integrate with our future updated financial system is highly desirable. Demonstration of that ability is mandatory. Sunset technology solutions will be scored VERY low.

Equipment Supply and Installation

- Supply and Install three (3) tanks at each Markstay and Warren locations.
- Supply new Fleet Control system (cloud based) to accommodate at least three (3) hoses per location with key bob readers at both locations.
- Supply 30 key fobs expandable to 35.
- Supply pulser for each meter.
- Supply specifications for the concrete pad for mounting cardlock pedestal and tanks at each site.
- Supply specifications for all electrical hookups and related electrical work including but not limited to:
 - Explosion proof fittings (for gasoline)
 - Teck cable and connectors
 - Power cables
 - Emergency stop
 - Disconnects
 - Relays/contactors
 - Pulser installation
 - Other electrical parts
- Provide specifications of PC equipment needed on-site (if required). If not on-site, provide specifications of PC equipment needed in a central location.
- Supply and install software package for cardlock database administration onto owner supplied PC. Single seat software license.
- Supply IT configuration requirements.
- Provide training and database administration.
- Delays associated with owner supplied items or contractors will be billed extra.
- Supply all miscellaneous material and hardware required for a turnkey cardlock system.

Fuel Supply

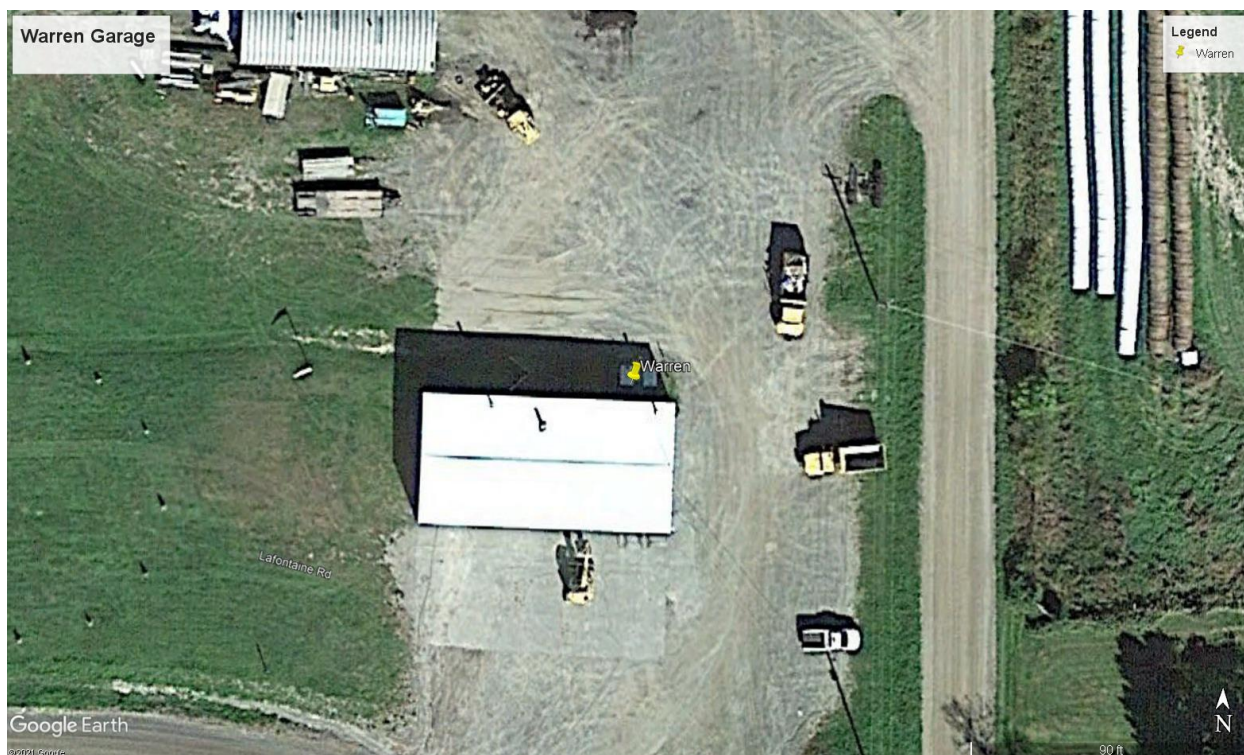


Supply fuel based on our historical consumption with contractual pricing for a minimum of 2 year term with optional 3-5 year terms.

Type	Vehicle Count	Estimated Yearly Quantity
CLEAR	10	43000
DYE	7	44000
GAS	14	20000

Site Locations





Site Details

Minimum System Requirements

Description			
Manufacturer (Computrol Fuel Systems Inc. or equivalent)		Approval by The Municipality Required	
Experience of Northern Provincial installed Automated Cardlock Fuel Systems		Mandatory	
Warranty		Standard (Years)	Optional Extended Warranty (Years)
Cardlock System Assemblies and Components		2	5
6 Pumps and Hose and Nozzles		5	5
Cloud Based Controller and Software		2	5
Pulsers for each station		5	5
Key Fobs X 30 (expandable to 35)		2	5



Site Conditions

It is the responsibility of the bidder before submitting a tender to carefully examine the site of the proposed work. Proponents shall fully informed themselves as to the existing site conditions and limitations to determine all factors relating to the place of work that may affect the performance of the work, conditions such as weather and availability of labour, the ground, quality and quantity of the material to be encounter, the equipment and facilities needed preliminary to and during the execution of the work, the general local conditions, and all matters which are necessary for the full and proper completion of the work and the conditions under which it will be performed.

Any failure to fully investigate the site of the work or the foregoing conditions shall not relieve the Proponent from its responsibility for estimating properly the difficulty or cost of successfully performing the work. Neither The Municipality, nor any of its representative or agents, assumes any responsibility for the accuracy of site information indicated in the RFP documents and the Proponent must valuate such information relative to the actual conditions at the place of the work.

Installation Specifications

Description	Specification
Concrete	As per Industry Standards and Best Practices
Tanks	As per Manufacturer's Specifications Suitable for safe vehicle access
Controller	Adjacent to vehicle approach

Fuel Tanks/Pumps and Cardlock Specifications

Description	Specification
Computrol Fuel Systems Inc. or approved equivalent)	Cloud Based
Nozzles	As per Manufacturer's Specifications
Fillrite pumps FR701VL (with meters)	Or equivalent
Keyfobs	HID (or equivalent). Restrict by vehicle and fuel type
Tanks	Double Walled and shall meet all industry codes and guidelines



Responsibility Matrix

Item	Responsible Party
Site Drawings and Layout	Proponent
Applicable Permits	Proponent
Concrete Pad	Municipality ⁽¹⁾
Supply, Install Fully Automated Cardlock System and Features	Proponent
Electrical Supply	Municipality ⁽²⁾
Ethernet Connections	Municipality ⁽¹⁾
Restoration	Proponent

Notes:

- (1) Material and installation to be completed by Municipality with specifications provided by Proponent.
- (2) Municipality will extend electrical source to controller box with specification supplied by Proponent.

Documentation Deliverables

Drawings

The Proponent shall submit a draft physical site layout for equipment, electrical tie-ins, tanks, and concrete slab for Municipal approval.

Final Inspection

The Proponent shall perform a site walk and inspection with Municipal staff. The Proponent will schedule the site walk to be performed within five (5) calendar days of the work completion.

Deficiencies (if any) shall be noted on a Proponent supplied Site Walk Form. The form shall be signed by both the Proponent and The Municipality with the original form to be provided to The Municipality.

The Proponent shall correct all deficiencies identified at no cost to The Municipality and within five (5) calendar days, notify The Municipality for a final Site Walk and final inspection.

Other Documentation

As part of the final deliverables, the list of documentation is required.

- Operational Manual(s)
- Training Manual(s)
- Warranty Certificate(s)



Schedule "B" – Statement of Acknowledgement

I/We hereby acknowledge receipt of the entire Request for Proposal document including any addendums issued and have been provided with all the details required to permit me/us to submit a proposal.

I/We declare that the Proposal is not made in connection with any other Proponent submitting a Proposal for the same goods and/or services or work and is in all respects fair and without collusion or fraud and that full disclosure has been made of any conflict of interest or potential conflict of interest.

I/We hereby agree, having carefully reviewed the Request for Proposal documents, to provide and pay for all material, labour, tools, delivery, any equipment and incidentals necessary for the work or supply of services to complete Request for Proposal **RFP 2021-01 Fuel Supply and Automated Cardlock System**, as specified in accordance with all of the sections, appendices, schedules, drawings and addendum if applicable.

I/We, hereby confirm that the company named in this Proposal is licensed to do business in the Province of Ontario.

It is certified that the undersigned is authorized, appointed and empowered to sign and submit this proposal and bind them to its offer, terms and conditions.

Executed by me and dated this _____ day of _____, 2021.

I have the authority to bind the Company/Corporation

Corporate Seal

Print Name and Position Held



Schedule C – Pricing Matrix

Equipment Supply and Installation

#	ITEM	PRICE	DISBURSEMENTS	HST	TOTAL
1	Supply and Install fuel card lock system and tanks				
2	Extended warranty (optional)				
	2 Year				
	3 Year				
	5 Year				
	Total				

Fuel Supply

Contract Duration	Clear (\$/litre)	Dyed (\$/litre)	Gas (\$/litre)
1 Year			
2 Years			
3 Years			
5 Years			



Appendix A – Reference Material

N/A