



REQUEST FOR EXPRESSIONS OF INTEREST – 4714 EOI

4714 EOI – DESIGN SERVICES FOR 2013 SANITARY CAPITAL PROJECTS

Expressions of Interest will be received at the Information Counter, Main Floor, Richmond City Hall, addressed to the Purchasing Section, 6911 No. 3 Road, Richmond, BC, V6Y 2C1, until **3:00 pm, Tuesday August 21st, 2012** (the “Closing Date/Time”).

All queries related to this Request for Expression of Interest shall be submitted in writing to the attention of:

Kerry Gillis, Buyer II

email: purchasing@richmond.ca

and

Milton Chan, Senior Project Manager

email: mchan3@richmond.ca

The deadline for all enquiries is 5:00pm, local time on Monday, August 13th, 2012. The City reserves the right not to respond to inquiries received after this deadline.

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1.0 Introduction

- 1.1. The City of Richmond (the City) invites Expressions of Interest (EOI) for design services (“the Services”) for 2013 Sanitary Capital Projects.

2.0 Definitions

- 2.1. Throughout this RFEOI the following definitions apply:

- a) “City’s Designated Representatives” means the City’s employees or representatives who are authorized in writing to deal with the Contractor on behalf of the City in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract;
- b) “Closing Time” means the closing date, time, and place as set out on the title page of this RFEOI;
- c) “Consultant” means the same as “Selected Respondent”;
- d) “Expression of Interest” or “EOI” means a statement of qualifications submitted in response to and according to the terms of this Request for Expressions of Interest;
- e) “Project” means the scope of Work and Requirements described in this RFEOI;
- f) “Request for Expressions of Interest” or “RFEOI” means this document and related process;
- g) “Requirements” means all of the specifications, requirements and services set out in the RFEOI that describes the general requirements that the goods, materials, equipment and services must meet and the selected Respondent must provide;
- h) “Respondent” means an individual or a company (vendor) that submits, or intends to submit, a Response;
- i) “Response” or “Submission” means an Expression of Interest;
- j) “Selected Respondent” or “Successful Respondent” is the Respondent whose Expression of Interest, as determined through the evaluation criteria described in this RFEOI, provides the best overall value in meeting the requirements of the RFEOI, and with whom a Contract may be considered, and

- k) “Work” means all the labour, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfilment of the Requirements.

3.0 Background

- 3.1. As a requirement of the Community Charter, the City has a five (5) Year Financial Plan that is updated annually. Contained within the plan is the 2012-2016 five (5) Year Capital Budget. To facilitate construction of the proposed 2013 Capital Projects, the City requires sanitary capital design services in 2012 under an Advanced Design Program.
- 3.2. The current list of 2013 Sanitary Capital Projects is:
- Bennett Sanitary Pump Station and Forcemain Replacement – complete replacement of the existing Bennett Sanitary Pump Station, and 240m of 200dia forcemain
 - Walford Sanitary Pump Station and Forcemain Replacement – complete replacement of the existing Walford Sanitary Pump Station, and 320m of 200dia forcemain
 - Sanitary Forcemain Replacement Acheson PS to Moffatt Road – replacement of 260m of 250dia forcemain
 - Sanitary Gravity Main Replacement Hazelbridge Way – replacement of 50m of 350dia gravity main
- 3.3. The approximate total capital budget value of these works is \$2.4 million.
- 3.4. The list of 2013 Sanitary Capital Projects may change as the approval process for the 2013 Capital Budget proceeds.

4.0 Objectives

- 4.1. To replace aging sanitary infrastructure that is nearing the end of its service life.
- 4.2. To upgrade sanitary infrastructure to meet the needs of future development and the City’s Official Community Plan (OCP).
- 4.3. To minimize the amount of property acquisition required for construction.
- 4.4. To minimize the impact on existing utilities within and adjacent to the construction footprint.

5.0 Scope

- 5.1. The City is seeking a consultant to perform preliminary and /or detailed design services for 2013 Sanitary Capital Projects. These services will consist primarily of sanitary design and coordination with external agencies, but may also include other services such as geotechnical, roadway, street lighting, and landscape design, property negotiations, and in the case of pump stations, structural, electrical and mechanical design.

6.0 Pre-qualification Process

- 6.1. Interested parties are required to respond to this Request for Expressions of Interest in accordance with the terms of this RFEOI.
- 6.2. In the first phase of this potential two-phase process, responses to the RFEOI are being requested in order to afford the City the opportunity to evaluate the expertise of interested Respondents and to either enter into a contract with a qualified Respondent directly from this RFEOI process or to select a shortlist of Respondents that will be invited to submit a proposal in response to a Request for Proposals. This RFEOI process is aimed at encouraging businesses with the required level of experience and expertise to participate.

7.0 Requests for Proposals

- 7.1. Should the City engage in a Request for Proposal (“RFP”) process, then Respondents, who are pre-qualified as a result of this RFEOI process, may be invited to submit proposals to a RFP from the City. The City anticipates that any subsequent RFP may be distributed three to four weeks following the completion of this RFEOI process.

8.0 Qualification Criteria

- 8.1. The selected respondent shall have previously and successfully completed projects of a similar size and complexity to the scope of work described in this RFEOI.

9.0 Submission Details

- 9.1. Respondents should submit one (1) hard copy, plus one electronic copy (on a CD ROM or memory stick) of their Expressions of Interest marked “4714 EOI – Design Services for 2013 Sanitary Capital Projects” to the Purchasing Division, Information Counter, Main Floor, Richmond City Hall located at 6911 No. 3 Road, Richmond, BC V6Y 2C1. Submissions will be received on or before:

3:00 pm, local time on Tuesday August 21st, 2012

- 9.2. Submissions will be evaluated at the discretion of the City based upon the information contained in the submissions. Questions relating to this RFEOI may

be directed to Kerry Lynne Gillis, Buyer II by email to purchasing@richmond.ca or Milton Chan, Senior Project Engineer by email to mchan3@richmond.ca.

9.3. Inquiries and responses relating to the RFEOI will be posted on BC Bid (<http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>) and the City's website (<http://www.richmond.ca/busdev/tenders.htm>). It is the sole responsibility of each Respondent to check these sites on a regular basis for amendments, addendums, or questions related to this RFEOI.

9.4. Note: Any submission will not necessarily be accepted. Respondents are advised they have no claim for compensation in the preparation of their Submissions and that by submitting an EOI, each Respondent shall be deemed to have agreed that it has no claim. All Submissions received by the City shall be subject to the *Freedom of Information & Protection of Privacy Act* of British Columbia.

10.0 Format Requirements

10.1. Responses submitted should be no more than ten (10) pages in length and shall consist of:

I. Title Page (1 page)

- a. The title page should identify the EOI number identified on the cover page of these pre-qualification documents, Closing Time (as specified in section 9.1), Respondent's name, address, telephone number fax number, email address and contact person's name.
- b. Table of Contents/Index

II. Proponent Experience:

- a. Describe the type of company (for example: corporation, partnership, sole proprietor) and if a joint venture, clearly state this and state who the joint venture parties are and identify who is acting as the lead.
- b. Proposed sub-consultant team with experience on comparable projects. At a minimum, the following design aspects shall be identified:
 - i. Sanitary Pump Stations – civil, geotechnical, structural, mechanical and electrical.
 - ii. General Sanitary – civil, geotechnical
- c. Provide client references, where possible.

- d. Provide a history of litigation or claims made against the Respondent (or any sub-consultant listed as part of the Respondent's team) during the three (3) years immediately prior to the Closing Time.

III. Corporate Capability:

- a. Describe capability (financial, experience and workload capacity) to undertake the role of Consultant.
- b. Provide resumes of proposed key personnel.

IV. Completed and Current Projects:

- a. List three (3) relevant sanitary pump station projects, and three (3) relevant general sanitary forcemain / gravity main projects, each with the name of client, value of the project, company personnel involved and client/owner references with contact names and telephone numbers.
- b. Describe capacity to undertake this project and describe any other projects that the Respondent has scheduled during the anticipated time frame.

V. Outline of Services to be Provided:

- a. Provide a brief discussion of your methodology and approach to providing the requirements of the Projects described in this RFEOI.

11.0 Review of Submissions

- 11.1. The City will review the Expressions of Interest submitted to determine whether, in the City's opinion, the Respondent has demonstrated that it has the required experience and qualifications to fulfill the obligations of the services identified in this RFEOI.

12.0 Inquiries

- 12.1. The City, in its sole discretion and without having any duty or obligation to do so, may conduct any inquiries or investigations, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with the Respondent's Submission and may seek clarification from the Respondent's bankers and clients regarding any financial and experience issues.

- 12.2. Subsequent to the receipt and review of responses the City reserves the right to issue a RFP for all or any part of the requirement described herein or to negotiate with any Respondent or with any number of Respondents concurrently for the purpose of entering into an agreement or to cancel this process in its entirety.

13.0 Non-Conforming Submissions

- 13.1. Submissions which fail to conform to the Format Requirements or which fail to conform to any other requirement of these Documents may be rejected by the City. Notwithstanding the foregoing or any other provision of these Documents. The City may at its sole discretion elect to retain for consideration Submissions which deviate either materially from the format requirements set out in hereto or which otherwise fail to conform to any other requirement of this RFEOI except the requirement of delivery of the Submission prior to the Closing Time.

14.0 Notifications and Request for Proposal Process

- 14.1. Following the Closing Time, the City will only notify those Respondent(s) who will either enter into a contract with the City as a result of this RFEOI process or are selected as being pre-qualified and may be invited to submit their proposal under a Request for Proposal (“RFP”) process, if the City decides to issue a RFP process for this Project.
- 14.2. The City will not approve any change in the structure of formation of a short listed Respondent.
- 14.3. The City may unilaterally take the following actions, and shall not be liable for any such actions:
- amend the scope and description of the services to be procured under any RFP process as described in this RFEOI, and the qualifications that may be required to meet those requirements. In such event, proposals may be invited from those Respondents who meet the resulting amended requirements;
 - reject or accept any or all Submissions;
 - cancel the RFEOI process at any time and reject all Proposals; or
 - cancel the RFEOI process and recommence in respect of the same RFP with the same or an amended set of documents, information and requirements.
- 14.4. Subsequent to the receipt and review of the Responses, the City reserves the right, in its sole discretion, to issue a RFP for all or part of the requirements described herein or to enter into negotiations with any Respondent or with any number of

Respondents for the purpose of entering into an agreement, or to cancel this process in its entirety.

- 14.5. The Respondent acknowledges and agrees that any Submission is in no way whatsoever, an offer to enter into an agreement and a Submission by any Respondent does not in any way whatsoever create a binding agreement. The Respondent acknowledges that the City has no contractual obligations whatsoever arising out of the RFEOI process.
- 14.6. The Respondent acknowledges and agrees that the pre-qualification of a Consultant pursuant to this RFEOI is only a preliminary step in the City's procurement process. Each successful Respondent may be evaluated further under any subsequent RFP (if required) evaluation process.

15.0 Information Disclaimer

- 15.1. The City and its directors, officers, employees, designated representatives, agents consultants and advisors are not liable or responsible for any oral, verbal or written information, or any advice, or any errors or omissions, which may be contained in this RFEOI or otherwise provided to the Respondent or Consultant pursuant to this RFEOI.
- 15.2. The Respondent shall conduct its own independent investigations and interpretations and shall not rely on the City with respect to information, advice, or documentation provided by the City. The information contained in this RFEOI is provisional and will be superseded by the RFP and/or other agreement documents.
- 15.3. The City makes no representation, warranty, or undertaking of with respect to this RFEOI and the City and its directors, officers, employees, designated representatives, agents, consultants and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this RFEOI or any other written or oral information made available to any interested person or its advisors, and any liability however arising, is expressly disclaimed by the City.

16.0 Intent to Enter Into an Agreement

- 16.1. By submission of an Expression of Interest, the Respondent agrees that, should it be identified as the successful respondent, it is willing to enter into agreements, if required, as necessary to complete the transactions contemplated in the Respondent's Response to this Request for Expression of Interest.

17.0 Modification of Terms

- 17.1. The City reserves the right to modify the terms of this RFEOI at any time at its sole discretion. This includes the right to cancel this RFEOI at any time without liability to any Respondent.

18.0 Ownership of Submissions

18.1. All documents submitted to the City, including Expressions of Interest, and any drawings, plans and models (as applicable), become the property of the City and will not be returned to Respondents. They will be received and held in confidence by the City, subject to the provisions of Section 23.0.

19.0 Right to Not Accept Any Expression of Interest

19.1. The City reserves the right to not accept any Expression of Interest and is not bound to enter into an agreement with any Respondent or issue a Request for Proposal. In the event that no Expression of Interest is selected, the City will declare the RFEOI terminated, in which case the City reserves the right to enter into negotiations with any party, regardless of whether or not such party previously participated in the RFEOI.

20.0 No Commissions

20.1. The City will not pay any commission to any Respondent or any agent acting on behalf the Respondent in connection with any transaction arising from the RFEOI. Any agent working with or for an interested party is assumed to be compensated by the Respondent.

21.0 Use of this Request for Expressions of Interest

21.1. This document, or any portion thereof, may not be used by others for any purpose other than for the submission of Expressions of Interest.

22.0 Confidentiality, Freedom of Information and Protection of Privacy

22.1. All submitted Expression of Interests shall become the property of the City. The City reserves the right to release information to the public about the Expression of Interests received and any agreement(s) entered into. As the property of the City, Expression of Interests will be considered government records, which are public documents and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia. However, any commercial information that could cause potential economic harm to a Respondent's business interests should be identified as such.

22.2. Information pertaining to the Site obtained by the Respondent as a result of participation in this RFEOI is confidential and must not be disclosed without written authorization from the City.

23.0 No Claim for Compensation of Expenses

23.1. The City is not liable to pay such costs and expenses or to reimburse or compensate a Respondent under any circumstances.

- 23.2. As such, Respondents are advised they are responsible for bearing all costs of preparing and submitting an EOI and any subsequent discussions with the City. Respondents shall have no claim for compensation in the preparation of their submissions and by submitting an EOI, each Respondent shall be deemed to have agreed that it has no claim.

24.0 Conflict of Interest

- 24.1. Respondents are responsible for ensuring that any and all conflicts of interest or potential conflicts of interest are disclosed in their Submission. Failure to disclose a conflict of interest may result in the rejection of the Expression of Interest.

25.0 No Solicitation

- 25.1. If any directors, employees, officers, agents, consultants, or representatives, or other representative of a Respondent makes any representation or solicitation offering a personal benefit to any officer, employee, agent, consultant, or elected official of the City, concerning the Respondent's Expression of Interest, the City reserves the right to reject the Respondent's Response to this Request for Expressions of Interest.

26.0 No Lobbying

- 26.1. From the date on which this RFEOI is issued until the RFEOI process is terminated, Respondents (including any directors, employees, officers, agents, consultants, or representatives) should not communicate with the City, directly or indirectly, about the RFEOI except via the designated Contact Person in Section 10.2.

27.0 Publicity

- 27.1. Respondents must not issue any news release or other public announcement that discloses details of this Request for Expression of Interest, or the Respondent's Response to this RFEOI, without the prior written consent of the City.