



**REQUEST FOR EXPRESSIONS OF INTEREST – 4753 EOI**

**SUPPLY AND INSTALLATION AND OPERATION OF**

**A SANITARY DUMP STATION**

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, local time, on Thursday December 6<sup>th</sup>, 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](mailto:purchasing@richmond.ca)

The deadline for all enquiries is **5:00pm, local time, on Wednesday November 28<sup>th</sup>, 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 the supply and installation of a Sanitary Dump Station.

## 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) “Contractor” 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;
- k) “Services” means the services outlined in the Requirements;

- l) “Unit” or “Units” means the Sanitary Dump Station;
- m) “Vendor” means the same as “Selected Respondent” or “Successful Respondent” and
- n) “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. City staff have received a number of requests from recreational vehicle owners to construct a Sanitary Dump Station (Sani-Dump) within City limits.
- 3.2. A Sani-Dump allows recreational type vehicles equipped with holding tanks the ability to discharge wastewater (both grey water and black water) into an approved wastewater disposal system.
- 3.3. Currently, there are no Sani-Dumps in the City because facilities located at the Shell gas station at Garden City/Lansdowne Road and the Richmond Tourism site at HWY 99 just north of the tunnel were both closed in 2009. The closest active Sani-Dumps are located in North Burnaby and in Delta near the Tsawassen Ferry Terminal.

### **4.0 Objectives**

- 4.1. To secure the services of a vendor to supply, install and operate a Sanitary Dump Station in the City for a period of five (5) years.

### **5.0 Scope and Requirements**

- 5.1. A financial incentive of up to \$10,000 to assist with the installation of the Sani-Dump will be provided by the City.
- 5.2. Any additional cost charged to the recreational vehicle owners to dump will be at the discretion of the owner of the dumping station.

### **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 Submission Details**

- 8.1. Respondents should submit three (3) hard copies of their Expressions of Interest marked “4753 EOI – Supply, Installation and Operation of a Sanitary Dump Station” 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 Thursday December 6<sup>th</sup>, 2012**

- 8.2. 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](mailto:purchasing@richmond.ca).
- 8.3. 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.
- 8.4. The decision to issue or not issue an addendum is entirely at the sole discretion of the City.
- 8.5. Each addendum will be incorporated into and become part of the RFEOI document. No amendment of any kind to the RFEOI is effective unless it is contained in a written addendum issued by the City’s Purchasing Section.
- 8.6. 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.

## **9.0 Format Requirements**

### 9.1. Responses submitted shall consist of:

#### I. Title 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 8.1), Respondent's name, address, telephone number fax number, email address and contact person's name.

#### II. Respondent 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.
- a. List any Sanitary Dump Stations or systems similar in nature that your business has installed, owned and operated, whether at your own business locations, or elsewhere.

#### III. Respondent Capability:

- a. Describe your capability (financial, experience and workload capacity) to provide the Services described in this RFEOI.
- b. Provide resumes of your proposed key personnel.
- c. Provide a letter from a bonding company confirming the Respondent's bonding capability and provide a certificate of existing commercial general liability insurance.

#### VI. Outline of Possible Location(s)

- a. Provide a brief outline indicating the location(s) of the future sanitary dump station.

## **10.0 Review of Submissions**

- 10.1. 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.

### **11.0 Qualification Criteria and Evaluation Process**

- 11.1. The Selected Respondent(s) shall have previously and successfully completed projects of a similar size and complexity to the scope of work described in this RFEOI.
- 11.2. The Respondent may be required to demonstrate financial stability and may be required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last two (2) fiscal years.
- 11.3. Preference may be given to Submissions offering innovative concepts, those that require the least impact to City resources, and environmentally beneficial goods or services.
- 11.4. Respondents may be scheduled for interviews at the discretion of the City.
- 11.5. Reference checks may also be conducted by the City.

### **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 shortlist Respondents for the purpose of issuing an RFP for all or any part of the requirement described herein; 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.

### **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:
  - a. 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;
  - b. reject or accept any or all Submissions;
  - c. cancel the RFEOI process at any time and reject all Proposals; or
  - d. 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.