



REQUEST FOR EXPRESSIONS OF INTEREST – 5098 EOI

5098 EOI - DESIGN BUILD OF A FIRE AND LIFE SAFETY MOBILE TRAILER FOR RICHMOND FIRE-RESCUE

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 **Tuesday, March 11th, 2014** (the “Closing Date/Time”).

All queries to this Request for Expression of Interest shall be submitted

In writing to the attention of:

Julia Turick, Buyer II

Email: purchasing@richmond.ca

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1.0 Introduction

- 1.1. The City of Richmond (the “City”) invites responses to this Expressions of Interest (EOI) from Contractors capable of designing, manufacturing and delivering of fire and life safety education mobile trailer for Richmond Fire Rescue (“RFR”).

2.0 Background

- 2.1. The City entered into a partnership with a sponsor who has agreed to fund 50% (fifty percent) of a fire and life safety trailer.
- 2.2. Through this EOI, the City seeks to identify Contractors who have the capacity and ability to design, manufacture and deliver a fire and life safety mobile trailer by September 2014.

3.0 Objectives

- 3.1. The objective of this EOI is to receive responses from qualified Contractors.
- 3.2. If successful, the Contractor will be required to deliver a mobile trailer that includes fire and life safety educational rooms, props, furnishings, appliances, graphics, software etc. to maximize educational opportunities for adults and children.

4.0 Definitions

- 4.1. Throughout this EOI 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 EOI;
- c) “Expression of Interest” or “EOI” means a statement of qualifications submitted in response to and according to the terms of this Request for EOI;
- d) “Contractor” means the same as “Selected Respondent”;
- e) “Project” means the scope of Work and Requirements described in this EOI;
- f) “Request for Expressions of Interest” or “RFEOI” means this document and related process;

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- g) “Requirements” means all of the specifications, requirements and services set out in the EOI 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 EOI;
 - j) “Selected Respondent” or “Successful Respondent” is the Respondent whose EOI, as determined through the evaluation criteria described in this EOI, provides the best overall value in meeting the requirements of the EOI, and with whom a Contract may be considered;
 - k) “Work” means all the labour, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfilment of the Requirements.

5.0 Scope

- 5.1. The successful Contractor must be able to design, manufacture and deliver by September 2014 a mobile trailer that includes fire and life safety educational rooms, props, furnishings, appliances, graphics, software, etc. to maximize educational opportunities for adults and children.
- 5.2. The trailer will be no more than 27’ x 9’ x10’ in size and 11,500 lbs GVW.

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 EOI.
- 6.2. In the first phase of this potential two-phase process, responses to the EOI are being requested in order to afford the City of Richmond the opportunity to evaluate Respondent’s expertise and to select a shortlist that will be invited to submit a proposal in response to a Request for Proposals. This EOI process is aimed at encouraging businesses with the required level of experience and expertise to participate.

7.0 Requests for Proposals

- 7.1. Respondents, who are pre-qualified as a result of this EOI process, may be invited to submit proposals, if required, to a Request for Proposals (“RFP”) from the City of Richmond. The City anticipates that, if required, the RFP will be distributed three to four weeks following the completion of the EOI process.

8.0 Qualification Criteria

- 8.1. It is preferable that 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 EOI. Submissions will be evaluated on the basis of the overall best value to City, including, but not limited to:
- a) Demonstrated ability and capacity of the Respondent to provide the Requirements, including its reputation and resources; experience and qualifications of those staff to be assigned to the Services, references and/or the City’s own experience, if applicable;
 - b) Ability to communicate and work effectively with the City;
 - c) Demonstrate readiness of the Respondent to provide the Requirements within the timeline;
 - d) Proposed financial proposal;
 - e) Compliance to EOI Requirements; and,
 - f) Clarity and brevity of the response.
- 8.2. Preference may be given to Responses offering innovative concepts, those that require the least impact to City resources, and environmentally beneficial goods or services.
- 8.3. The City may, prior to Contract award, negotiate changes to the scope of the Work, the materials, the Requirements or any conditions with any one or more of the Proponents without having any duty or obligation to advise any other Proponents or to allow them to vary their prices as a result of changes to the scope of Work, the materials, the Specifications, or any conditions, and the City shall have no liability to any other Proponent as a result of such negotiations or modifications.
- 8.4. Reference checks may also be conducted by the City.

9.0 Submission Details

- 9.1. Respondents are requested to submit 3 (three) hard copies and (1) one electronic copy (on a CD ROM or memory stick) of their Expression of Interest marked “5098 EOI – Design Build of a Fire and Life Safety Mobile Trailer for Richmond Fire Rescue” 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:

3:00pm local time, March 11th, 2014

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- 9.2. Submissions will be evaluated at the discretion of the City based upon the information contained in the submissions.
 - 9.3. 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 Enquiries and Addenda

- 10.1. Clarification of terms and conditions of the EOI document and EOI process and all other inquiries shall be directed to:

Julia Turick, Buyer II
purchasing@richmond.ca
City of Richmond
- 10.2. The deadline for inquiries for this EOI is **5:00pm, local time, Thursday, March 3rd, 2014**. The City reserves the right not to respond to inquiries received after this deadline.
- 10.3. The City, its agents, consultants, elected officials and employees shall not be responsible for any information given by way of oral or verbal communication.
- 10.4. The, City will only respond to questions that are submitted in writing. Any questions that are received and answered that affect the EOI process, any interpretation of, additions to, deletions from, or any other corrections to the EOI document, may be issued as written addenda by the City. It is the sole responsibility of potential Respondents to check the following website to ensure that all available information has been received prior to submitting a Response.
- 10.5. Inquiries and responses relating to the EOI 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 EOI.
- 10.6. The decision to issue or not issue an addendum is entirely at the sole discretion of the City.
- 10.7. Each addendum will be incorporated into and become part of the EOI document. No amendment of any kind to the EOI is effective unless it is contained in a written addendum issued by the City's Purchasing Section.

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- 10.8. 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.
 - 10.9. Notwithstanding the foregoing or any other provision of these Documents, the City may at its sole discretion elect to retain for consideration Responses which deviate either materially from the format requirements set out in hereto or which otherwise fail to conform to any other requirement of this EOI.

11.0 Format Requirements

- 11.1. Responses submitted should be no more than 15 (fifteen) pages in length and contain:

I. Title Page, Table of Contents and Executive Summary

- a. The title page should identify the EOI number identified on the cover page of this document, Closing Time (as specified in section 12.1), Respondent's name, address, telephone number fax number, email address and contact person's name.
- b. The Table of Contents should reference the applicable section, sub-section and page numbers (e.g. Section C pages x-x, Sub-Section Part 1 page x-x). Pages should be consecutively numbered.
- c. The executive summary should provide a synopsis of the Respondent's overall approach and key points of its Submission. This summary should be a maximum of one page.

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.
- b. Describe the company/entity size, depth and annual sales volume (in dollars).
- c. Provide client references for whom the Respondent has provided the similar projects as this EOI, with an emphasis on similar type organizations, for the past 5 (five) years).
- d. Provide a history of litigation or claims made against the Respondent during the 3 (three) years immediately prior to the Closing Time.

III. Corporate Capability:

- a. Describe capability (financial, experience and workload capacity) to undertake the role of Contractor.
- b. Provide resumes of proposed key personnel.
- c. Provide a certificate of existing commercial general liability insurance.

IV. Completed and Current Projects:

- a. List 3 (three) relevant projects, name of client, value of the projects, 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 a Design Build of a Public Education Trailer for RFR.
- b. Provide a Project Timeline.

VI. Financial

- a. In this section, Respondents should provide cost estimate to assist in developing a budget for this project.

12.0 Review of Submissions

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

13.0 Inquiries

- 13.1. City of Richmond, 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 Proposal and may seek clarification from the Respondent's bankers and clients regarding any financial and experience issues.

- 13.2. 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.

14.0 Non-Conforming Submissions

- 14.1. 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 Proposals which deviate either materially from the format requirements set out in hereto or which otherwise fail to conform to any other requirement of these EOI's except the requirement of delivery of the Proposal prior to Closing Time.

15.0 Notifications and RFP Process

- 15.1. Following the Closing Time, the City of Richmond will only notify those Respondents who are selected as being pre-qualified and may be invited to submit their proposal under an RFP process, if required.
- 15.2. The City will not approve any change in the structure of formation of a short listed Respondent.
- 15.3. The City of Richmond 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 EOI, 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 EOI process at any time and reject all Proposals; or
 - d) cancel the EOI process and recommence in respect of the same RFP with the same or an amended set of documents, information and requirements.
- 15.4. **Subsequent to the receipt and review of the Responses, the City reserves the right, in its sole discretion, to issue a Request for Proposal (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.**

- 15.5. 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 of Richmond has no contractual obligations whatsoever arising out of the EOI process.
- 15.6. The Respondent acknowledges and agrees that the pre-qualification of a Contractor pursuant to this EOI is only a preliminary step in the City of Richmond's procurement process. Each successful Respondent will be evaluated further under any subsequent RFP (if required) evaluation process.

16.0 Information Disclaimer

- 16.1. The City of Richmond and its directors, officers, employees, agents Contractors 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 EOI or otherwise provided to the Respondent or Contractor pursuant to this EOI.
- 16.2. The Respondent shall conduct its own independent investigations and interpretations and shall not rely on the City of Richmond with respect to information, advice, or documentation provided by the City of Richmond. The information contained in this EOI is provisional and will be superseded by the RFP and/or other agreement documents.
- 16.3. The City of Richmond makes no representation, warranty, or undertaking of with respect to this EOI and the City of Richmond and its directors, officers, employees, agents, Contractors and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this EOI 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 of Richmond.

17.0 Intent to Enter Into An Agreement

- 17.1. By submission of a 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.

18.0 Modification of Terms

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

19.0 Ownership of Submissions

19.1. 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.

20.0 Right to Not Accept Any Expression of Interest

20.1. 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 EOI 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 EOI.

21.0 No Commissions

21.1. 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 EOI. Any agent working with or for an interested party is assumed to be compensated by the Respondent.

22.0 Use of this Request for Expressions of Interest

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

23.0 Confidentiality, Freedom of Information and Protection of Privacy

23.1. All submitted Expression of Interests shall become the property of the City of Richmond. 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.

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

24.0 No Claim for Compensation of Expenses

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

- 24.2. 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.

25.0 Conflict of Interest

- 25.1. 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.

26.0 No Solicitation

- 26.1. If any directors, employees, officers, agents, Contractors, or representatives, or other representative of a Respondent makes any representation or solicitation offering a personal benefit to any officer, employee, agent, Contractor, 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 Expression of Interest.

27.0 No Lobbying

- 27.1. From the date on which this EOI is issued until the EOI process is terminated, Respondents (including any directors, employees, officers, agents, Contractors, or representatives) should not communicate with the City, directly or indirectly, about the EOI except via the designated Contact Person in Section 10.

28.0 Publicity

- 28.1. 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 EOI, without the prior written consent of the City.

29.0 Freedom of Information and Protection of Privacy Act (BC)

- 29.1. Respondents should note that the City is subject to the Freedom of Information and Protection of Privacy Act (British Columbia), which imposes significant obligations on the City's Contractors to protect all personal information acquired from the City in the course of providing any service to the City.