



TOWN OF SHELBURNE

Town of Shelburne
Request for Proposal
Fuel Management System
RFP #03-2022

Town of Shelburne
Request for Proposal
Fuel Management System
RFP # 03-2022

Table of Contents

1. OVERVIEW	4
2. SCOPE OF WORK	4
3. RECOMMENDATIONS	5

Proposal Requirements

1. DATE AND PLACE FOR RECEIVING SUBMISSIONS	5-6
2. PROPOSAL FORMAT	6
3. PROPOSAL EVALUATION CRITERIA	6
4. WITHDRAWAL OF PROPOSALS	6-7
5. TOWN'S RIGHT TO ACCEPT OR REJECT	7
6. DELIVERY DATE	7
7. TOWN'S AUTHORITY	7
8. FAILURE OR DEFAULT OF PROPONENT	8
9. ADDENDUM	8
10. WORKPLACE SAFETY AND INSURANCE BOARD	8
11. INSURANCE	8-9
12. INDEMNIFICATION	9
13. LIMITS AND LAWS/CONFORMITY TO LEGISLATION	9
14. INFORMAL PROPOSALS	9
15. CONFIDENTIALITY	9

Town of Shelburne
Request for Proposal
Fuel Management System
RFP # 03-2022

16. CONFLICT OF INTEREST	10
17. NON-COLLUSION	10
18. PAYMENT	10
19. ATTACHMENT A FORM	11

Town of Shelburne
Request for Proposal
Fuel Management System
RFP # 03-2022

Overview:

Town of Shelburne is currently requesting detailed submissions from qualified and experienced proponents to provide a Fuel Management System and fuel tank installation at the Public Works Yard located at 124 Luxton Way Shelburne Ontario. The proposed system should have the capacity to facilitate a minimum of 200 accounts (e.g. vehicles, users) and utilize wireless vehicle tags and nozzle readers for fuel dispensing. For fuel tank installation we would require one 1000-gallon diesel tank, one 1000-gallon gasoline tank and one 500-gallon coloured diesel tank all tanks will be supplied with appropriate fueling nozzles for the Fuel Management System.

Scope of Work:

The scope of services encompasses the installation of necessary equipment, implementation and testing of the new fuel management system. The new fuel tanks installed will be implemented into the operation of the fuel management system. The fuel management system must include a monitoring system, web-based interface and any required technology for a fully automated monitoring system.

Control terminal shall be capable of storing up to two thousand transactions in the event of a communication or power failure. Control terminal shall have multiple identification and input options, including but not limited to, keypad entry, magnetic strip reader for use with fleet cards such as WEX, proximity key fob or card, etc. At a minimum, transactions should include date and time of transaction, type and amount of fuel used, PIN or user ID information, vehicle, and odometer reading. System must be capable of providing email alerts for successful and unsuccessful transactions; invalid PIN entries; transactions exceeding any system limits; automatic daily, weekly and monthly reports for fuel usage summaries or detailed reports; and automatic tank level notifications. System must have capabilities for customizable and downloadable reports in CSV and PDF format and the ability for Town staff to add, edit or delete drivers or vehicles. Data storage backup is required.

Provide electronic as-built technical drawings, test results and technical documentation for the fuel management system equipment and software. Provide training on installed equipment and software. Minimum one year warranty on parts and labor required from date of installation services.

Recommendations:

Fuel Nozzle Readers and Vehicle Tags: (Please check box that is appropriate)

- Automatic vehicle identification for direct and secure refueling while tracking fuel
- Ability to allow for card access as an option if required
- Allows for manual odometer/hour meter reading entry if required
- Wireless and contactless identification of the vehicle
- Capable of identifying when the fuel nozzle has been removed from vehicle limiting attempts to fuel another vehicle
- Fuel nozzle and vehicle tag sensors are robust to endure weather elements, interferences of obstacles, with working temperatures of at least -40C to +40C
- Vehicle validation to fuel only authorized vehicles

Vehicle Tags (e.g. rings, cubes) are required for: (Please check box that is appropriate)

- 50 vehicles (e.g. trucks, vans and cars)
- 25 Heavy equipment (e.g. loaders, back hoes. Landscape equipment)
- 20 Heavy trucks
- 20 small hand tools and portable gas cans

Fuel nozzle readers required for: (Please check box that is appropriate)

- Gasoline dispenser
- Diesel dispenser
- Color Diesel dispenser
- The fuel nozzle reader should be tamper-protected

Fuel Tank and Pump Installation (Please check box that is appropriate)

- Provide price for rental of pumps and tanks
- Provide purchase pricing of tank and pumps
- Fill-Rite fuel dispensers 20 GPM 120v compatible with the Fuel Management System.
- Fuel tanks are installed, stamped and approved under The Technical Standards and Safety Authority (TSSA) under the [Ontario Regulation 217/01](#)

Town of Shelburne
Request for Proposal
Fuel Management System
RFP # 03-2022

Employee Identification FOBs/swipe cards: (Please check box that is appropriate)

- Each employee will have an identification FOBs/swipe card assigned with employee number for the fuel management system
- Fobs/swipe cards must be rugged and durable and withstand extreme outdoor elements.

PROPOSAL REQUIREMENTS:

DATE AND PLACE FOR RECEIVING SUBMISSIONS:

Request for Proposal to be addressed by email only to Carey Holmes, Treasurer at cholmes@shelburne.ca with the subject line clearly stating RFP 03-2022 Submission. Emails must be sent no later than **3:00 p.m. (15:00 hours) local time**, on the specified closing date; **April 22nd, 2022**. Late bids will not be accepted.

March 21st, 2022	Request for Proposal Issued
April 19th, 2022 by 4:30 pm <i>(questions & addendums (if any))</i>	Deadline for electronic questions to Municipality wthomson@shelburne.ca from Interested Suppliers; Replies will be circulated to all Suppliers: Addendums (if necessary) will be the responsibility of the bidder to download from the town website at shelburne.ca or merx.com
April 22nd, 2022 (3:00 pm)	Closing date for Proposal Submissions
TBD	The Municipality will award the Request for Proposal and notify the successful Proponent

2. PROPOSAL FORMAT:

Proposals will not be considered unless:

- Received by date and time specified – **April 22nd, 2022 – 3:00 pm EST**
- Received signed Free Proposal signed by Proponent with authority to binds the Company (attachment A)
- Specifications of new Fuel Management System and Fuel Tanks (page 5-6)
- Company Profile including Certifications and Accreditations along with relevant experience
- References of similar projects from previous/existing Vendors.
- Copy of Contractor's current insurance certificates.

Town of Shelburne
Request for Proposal
Fuel Management System
RFP # 03-2022

- WSIB clearance certificate.

3. PROPOSAL EVALUATION CRITERIA:

Proposals will be assessed on the information provided in the proposal. Evaluation will be based upon the following items:

- Cost Proposal- 25 points
- Project Understanding – 25 points
- Team and Project Manager -25 points
- Experience and References – 25 points

- **Note: Lowest or Any Proposal not necessarily accepted.**

4. WITHDRAWAL OF PROPOSALS:

A Proponent may, without prejudice to himself, withdraw his tender at any time up to twenty-four (24) hours before the time set for the closing of the tender. Such withdrawal shall be made in writing and be received by the Town within the specified time. The Proponent who has withdrawn their proposal may submit a new Proposal but must be received by the Town on or before the closing date and time. After closing, the Proposals are final and binding on the Proponent.

5. TOWN'S RIGHT TO ACCEPT OR REJECT:

The Town of Shelburne reserve the right to reject any proposal, even if that proposal is the lowest in dollar amounts and may award the contract to the Proponent that the evaluation team finds the most appropriate. The Town will not be liable for any incurred costs that may arise from submitting the proposal.

It is not the intention of the Town to award this RFP to any Supplier who does not furnish satisfactory evidence that he/she has the ability and experience in this class of work, and that he has sufficient capital and plant to enable him to prosecute and complete the same successfully, and to complete it in the time stated in this Tender. It will be the Supplier's responsibility to clarify any details in questions before submitting a proposal.

All questions, technical or otherwise, pertaining to this Request for Proposal should be directed by email only:

Will Thomson Manager of Operations, Parks and Facilities
Town of Shelburne
wthomson@shelburne.ca

The Town of Shelburne will not bear any fault for any oral communications. The Town reserves the right to re-tender the Project or potentially negotiate a contract with a suitable Proponent.

Proponents are required to disclose their legal status as to whether they are a Federal, Provincial or Foreign Corporation, a partnership or an individual and to state the names and addresses of the responsible officers or partners.

6. INSTALLATION DATE:

The Proponent is responsible for providing a firm installation date. The Town has the expectation of a completed installation date of the Fuel Management System and fuel tanks by October 31st, 2022

7. TOWN'S AUTHORITY:

The Director of Development & Operations shall be the Contract Administrator as identified in Ontario Provincial Standards (O.P.S.) Section GC 3.01 of the General Conditions. It is mutually agreed between the parties of this Contract that the Town's Director of Development & Operations or designated representative, shall supervise, direct and approve all work included herein, and in all cases shall decide every question which may arise relative to the execution of the work to be performed under this Contract as per Section GC 7.0 – Contractor's Responsibilities and Control of the work.

8. FAILURE OR DEFAULT OF PROPONENT:

If the Proponent, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of the RFP, the Town may disqualify the Proponent from the RFP and/or from competing for future bid opportunities (RFTs/RFQs/RFPs/etc.) issued by the Town. In addition, the Town may at its option either: 1. Consider that the Proponent has withdrawn any offer made, or abandoned the Agreement if the offer has been accepted, whereupon the acceptance, if any, of the Town shall be null and void; or 2. Require the Proponent to pay the Town the difference between its Proposal and any other Proposal which the Town accepts, if the latter is for a greater amount and, in addition, pay the Town any cost which the Town may have incurred, by reason of the Proponent's failure or default, and further, the Proponent will indemnify and save harmless the Town its officers, employees and agents from all loss, damage, Liability, cost, charge and expense whatever, which it, they or any of them may suffer, incur due to the failure of the proponent.

9. ADDENDUM:

If an addendum is found to be necessary, it will be released to all companies that have submitted an RFP. If the Town revises this RFP, any revisions will be included on this Addendum. The Addendum shall advise any changes to the Proposal submission Date, if more time is allowed for all Proponents to revise their proposals. It will be the responsibility of all Proponents to download from Town website or Merx.com.

10. WORKPLACE SAFETY AND INSURANCE BOARD:

A Certificate of Clearance from the Workplace Safety and Insurance Board (WSIB) must be provided prior to the commencement of the project, providing adequate proof that all payment by the Proponent have been made.

The Proponent clearly understands and agrees that they are **not**, nor is anyone hired by the Proponent, covered by the Corporation of the Town of Shelburne under the Workplace

Town of Shelburne
Request for Proposal
Fuel Management System
RFP # 03-2022

Safety & Insurance Board Act, The Unemployment Act, or any other Act, whether Provincial or Dominion, in respect of the Proponent, their employees and operations, and shall upon request furnish the Town with such satisfactory evidence that the Proponent has complied with the provisions of any such Acts.

The Town of Shelburne is not to be deemed the employer of the supplier or their personnel under any circumstances whatsoever.

11. INSURANCE:

The party to whom this Contract is awarded shall supply the Town with proof of insurance and a copy of the policy, prior to signing of the Proponent by Town officials, and provide coverage throughout the term of the Proposal in the amounts outlined below.

Comprehensive General Liability Insurance with a minimum limit of liability of \$5,000,000.00 inclusive of any one occurrence. Comprehensive General Liability Insurance shall cover all operations and liability assumed under the Contract with the Town. The Comprehensive General Liability Insurance shall include premises and operations liability, Proponent's contingency liability with respect to the operations of Sub-contractors completed operations liability and automobile liability (owned, non-owned or hired units).

All premiums and expense incurred with this insurance shall be paid for by the Contractor. Failure to maintain adequate insurance, the Proponent shall be totally responsible for all claims for damage.

12. INDEMNIFICATION:

The Proponent shall indemnify and save harmless the Corporation of the Town of Shelburne, its elected officials, officers, employees and agents from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgements of every nature and description made, brought or recovered against the Town by reason of any act or omission of the Proponent, his agents or employees, in the execution of his work. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the successful proponent in accordance with the RFP.

13. LIMITS AND LAWS/CONFORMITY TO LEGISLATION:

The Proponent shall obtain, and pay for all required permits from Federal, Provincial and Municipal Authorities having jurisdiction over the work. The Proponent shall comply with all applicable laws, ordinances, rules and regulations including but not limited to, Occupational Health and Safety Act, the Labour Act, Environmental Protection Act and Highway Traffic Act.

14. INFORMAL PROPOSALS:

Proposals that are incomplete, conditional, illegible, or obscure or that contain additions not called for, reservations, erasures, alterations or irregularities of any kind, may be

rejected as informal. Bidders are required to fill in all the blanks.

15. CONFIDENTIALITY:

In accordance with the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, as amended, Proponents are advised that all correspondence provided by a Proponent responding to this RFP as hereby collected under the authority of the Municipal Act, 2001 and will be used exclusively in the RFP process.

The Town will treat all proposals as confidential within the boundaries of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) but may be released pursuant to the Act.

All public reports approved by the Town of Shelburne will become public information. Notwithstanding the foregoing, Proponents recognize and agree that the Town will not be liable in any way for any losses that the Proponent may suffer from the disclosure of information to third parties.

16. CONFLICT OF INTEREST:

The Proponent must disclose to the Town any potential conflict of interest that might compromise the project. In the case where there might be a conflict of interest, the Town may refuse to consider the proponent. The proponent must fully disclose any potential conflict of interest with a Town employer, board member or commission that may have a financial gain with the awarding of the contract and state the nature of that interest.

17. NON-COLLUSION:

A Proponent is prohibited from any communication, directly or indirectly, with any other Proponent/Agent or representative of the Proposal. If a breach is discovered, the Town reserves the right to disqualify the Proposal.

18. PAYMENT:

Once the project has started, payment shall be monthly, based on work completed to date and provided the work has been satisfactorily completed. The Proponent shall show its HST Registration number on each invoice. The amount of HST being charged shall be shown separately on all invoices.

Prices contained in submission are to be in Canadian Funds, and to include all necessary labour, travel, and equipment required for execution of the work.

Town of Shelburne
Request for Proposal
Fuel Management System
RFP # 03-2022

Town of Shelburne
RFP No. 03-2022- Fuel Management System

ATTACHMENT A
FEE PROPOSAL
PRICING FORM

Fuel Management System Equipment & Installation: \$

Software & Licensing: \$

Fuel tank and pump installation cost \$

Other Costs: List any other costs not included above may incur over the first 5 years (annual support fee, etc.) Describe these costs and frequency of payments: \$

Please include a formal detailed quote with your submission

Proposing Company Contact Information:

Company Name:		
Billing Address		Telephone:
Service Address:		Telephone:
Representative Name:		
Representative Contact Address:		Telephone: Email:

Signed:

(Signature of Authorized Representative of the Company)

Name Printed:

Title:

Date:
