

# PEMBROKE AND AREA AIRPORT

## REQUEST FOR PROPOSAL PACKAGE

FOR THE SUPPLY AND INSTALLATION OF NEW ABOVE GROUND AVIATION FUEL STORAGE TANK SYSTEM

PEMBROKE AND AREA AIRPORT

The Pembroke and Area Airport is seeking tenders from a TSSA (Technical Standards and Safety Authority) registered petroleum equipment contractor with respect to the supply, installation, and commissioning of a new above ground aviation fuel tank and associated equipment at the Pembroke and Area Airport and for the removal of the existing underground fuel tanks and piping system.

### **INSTRUCTIONS TO BIDDERS:**

SCOPE OF WORK (This is an overview. Please refer to the drawings for specific details).

The work to upgrade the existing aviation fuel system (removal of existing system and provide a new system) consists of the following:

- Provide (Supply and Install) one new above ground 75,000-liter, 2 compartments, lined, fuel tank with associated piping, pump and filters as required. (See this document and the drawings for details).
- Provide warranty information on the labour and equipment that will be provided in this project.
- Provide a concrete pad for the tank, off load pump and pipe supports as shown.
- Provide impact protection bollards at the remote fill locations as shown.
- Provide all electrical cabling and components to make the system operate as desired and as required.
- Provide Commissioning services for the new fuel system to ensure that the system functions as desired and required.
- Register the new tank with Environment Canada.
- Provide approved as-built drawings.

### THE PEMBROKE AND AREA AIRPORT ROLES AND RESPONSIBILITIES

The Pembroke and Area Airport will be responsible for the following tasks/items:

- Allocating a location near the existing fuel site for the laydown of fuel system components (new or those that will be reused).
- Providing onsite access and security to the construction area.
- Supplying Avgas and Jet A1 for the new above ground fuel tank before commissioning starts.
- Providing access to the electrical panels in the Terminal building and to the existing generator.

### OWNER EXPECTATIONS

The successful bidder will work closely with the Airport Manager for the purpose of directing this project. The successful bidder will use its own qualified and experienced personnel to conduct this project unless expertise in a specialized field is required. If specialized expertise is required, the successful bidder will subcontract and pay for such services. The successful bidder will be responsible

to acquire and pay for all necessary permits and inspections. The successful bidder will deliver accurate As-Built drawings to the owner 2 weeks prior to final payment. The work must be accomplished in accordance with:

- CSA B836:14 latest revision and in its referenced publications and,
- Storage tanks system for petroleum products and allied petroleum products regulation. (SOR/2008-197 latest edition) and,
- In accordance with any other related documentation required towards the final regulatory authority approval of a federally regulated registered airport.

The bidder must be a registered petroleum equipment contractor with TSSA with Petroleum Mechanics PM2 and PM3 certification.

It is expected that the work described will be completed between July 4, 2022 and October 29, 2022.

#### EXAMINATION OF SITE

Bidders must satisfy themselves by personal examination as to the local conditions to be met for the removal of the existing underground fuel tank system and the installation of a new aboveground fuel system.

Bidders shall make their own estimates of the difficulties to be encountered during the installation and removal of the fuel systems.

#### OMISSIONS AND DISCREPANCIES

Should bidders find discrepancies in or omissions from the list of work to be provided, the plans, details or other tender documents or should be in doubt as to their meaning, the proponent should notify the owner and a written instruction to all proponents may be subsequently sent.

#### WARRANTIES

Within four weeks of project award, the successful bidder shall submit the names, addresses and phone numbers of the contractor, subcontractors and suppliers' warranties indicating the following:

- Name and address of project.
- Warranty commencement date.
- Duration of warranty.
- Clear indication of what is being warranted and what remedial action will be undertaken under warranty.
- Signature and seal of the contractor.
- Clear drawings, diagrams, or manufacturers literature.

#### INSURANCE

The successful bidder shall provide the Pembroke and Area Airport with proof of insurability for the following types of coverages:

Commercial General Liability

The bidder shall, at its expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance satisfactory to the Pembroke and Area Airport and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- A limit of liability of not less than \$5,000,000 /occurrence with an aggregate of not less than \$5,000,000.
- The policy shall name the Pembroke and Area Airport as an additional insured thereunder and shall protect the municipality against all claims for all damage or any other public or private property resulting from or arising out of any act or omission on the part of the Contractor or any of his servants or agents during the execution of the contract. The Contractor shall forward a certified copy of the policy or certificate thereof to the airport before the work is started.
- The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured.
- Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96).
- Products and completed operations coverage.
- Broad Form Property Damage.
- Contractual Liability.
- Owners and Contractors Protective.
- The policy shall provide 30 days prior notice of cancellation.

#### Automobile Insurance

Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$2,000,000 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the bidder.

#### Environmental Liability insurance

The Bidder is required to purchase an Environmental Policy to cover injury to or physical damage to tangible property including loss of use of tangible property, or the prevention, control, repair, clean up or restoration of environmental impairment of lands, the atmosphere or any water course or body of water on a sudden and accidental basis and on a gradual release. The policy shall include bodily injury, including sickness, disease, shock, mental anguish, and mental injury. The policy is to be renewed for 3 years after project completion and a Certificate of Insurance evidencing renewal shall be filed with the Pembroke and Area Airport. If the policy is to be cancelled or nonrenewed for any reason, 90-day notice of said cancellation or non-renewal must be provided to the Pembroke and Area Airport. The Pembroke and Area Airport has the right to request that an Extended Reporting Endorsement be purchased by the contractor at the contractor's sole expense.

#### Primary Coverage

The bidder's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.

#### Certificate of Insurance

The bidder shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement.

#### INDEMNITY

The successful bidder shall defend, indemnify and save harmless the Pembroke and Area Airport, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of

every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Supplier, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract and shall survive this Contract.

The bidder agrees to defend, indemnify, and save harmless the Pembroke and Area Airport from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the bidder's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the bidder in accordance with this Contract and shall survive this Contract.

#### WORKMEN'S COMPENSATION BOARD

Prior to the Pembroke and Area Airport awarding a contract for the commencement of the work, the successful bidder shall provide to the Pembroke and Area Airport a Certificate from the Workmen's Compensation Board that all assessments have been paid and that the successful bidder is in good standing with said Board.

#### SUBMISSION REQUIREMENTS

Tenders must contain but are not necessarily limited to the following:

- The proposal form in its entirety completed and duly signed.
- A complete schedule and a brief outline of the proposed work to be provided.
- Proof that the bidding company is a TSSA (Technical Standard and Safety Authority) registered contractor with qualified Petroleum Mechanics PM 2 and PM3.
- A list of personnel to be involved, their respective roles and their qualifications.
- A list of sub-consultants, if applicable.
- A brief résumé of relevant and comparable work undertaken, including a minimum of three references.
- Lump sum Tender Price for the project.
- Any proposed options outside the scope of this document are to be clearly identified.

#### CONTRACT FOR THE WORK

The successful Bidder will enter a formal Contract with the Pembroke and Area Airport Commission for the provision of the work. The award of this Contract is subject to the approval of the Pembroke and Area Airport Commission.

#### DELIVERY AND OPENING OF TENDERS

Sealed Tenders, (Tender form and all supporting documentation) are to be delivered in envelopes clearly marked as "SUPPLY AND INSTALLATION OF NEW ABOVE GROUND AVIATION FUEL STORAGE TANK SYSTEM - PEMBROKE AND AREA AIRPORT"

To:

Mr. Stephen Gilchrist  
Airport Manager  
Pembroke Airport  
176 Len Hopkins Drive  
Pembroke, Ontario  
K8A6W7

until: **3:30 p.m. on Monday, February 14, 2022. NO LATE BIDS WILL BE ACCEPTED.**

Tenders will be opened at 4:00 p.m. on February 14, 2022. Given the extraordinary circumstances surrounding the COVID-19 and the consequential closure of all municipal offices to the public, tenders will not be opened publicly. To maintain an acceptable standard of transparency and accountability, the Commission will provide electronically a summary of all tenders received to Bidders. Bidders are solely responsible for the method and timing of delivery of their Tender. Tenders which are submitted by facsimile transmission or by electronic means will not be considered.

#### QUESTIONS AND CLARIFICATION

All questions with respect to this request for tender should be directed to the attention of Mr. Stephen Gilchrist, Airport Manager for the Pembroke and Area Airport. Questions may be forwarded to the aforementioned by email at [pembrokeairport@vianet.ca](mailto:pembrokeairport@vianet.ca).

#### EVALUATION OF TENDERS

All of the eligible proposals will be evaluated on the basis of:

- Price.
- Proposed work program and work schedule.
- Understanding of the Scope of work.
- Relevant experience and expertise of the key personnel to be involved in this project.
- Bidder's regulatory authority certification.
- Proof of insurance.
- Bidder's qualifications.
- Product's warranties.

The successful candidate will be notified following the decision of the Pembroke and Area Airport Commission and will prepare a contract for execution by the Pembroke and Area Airport Commission, which is based on the requirements of this Request for Proposal and is satisfactory to the Pembroke and Area Airport.

Please note that the Pembroke and Area Airport, in its own best judgment, reserves the right to ultimately select the bidder deemed to be most suitable and qualified to undertake this project.

The Pembroke and Area Airport may therefore select any proposal or reject all proposals and is not bound to accept the proposal with the lowest price.

# TENDER FORM

**FOR THE SUPPLY AND INSTALLATION OF NEW ABOVE GROUND AVIATION FUEL STORAGE TANK SYSTEM**

## **PEMBROKE AND AREA AIRPORT**

This tender is hereby submitted by:

\_\_\_\_\_ (name of firm tendering)

\_\_\_\_\_ (address)

Telephone Number: \_\_\_\_\_ Email address: \_\_\_\_\_

Name of person(s) signing for firm: \_\_\_\_\_

Position of person(s) signing for firm: \_\_\_\_\_

I/we the undersigned, having carefully examined the site of the proposed work and having read, understood and accepted the provisions, specifications and conditions set out in the document entitled "Instructions to bidders", each and all of which form part of this tender, hereby offer to furnish all machinery, tools, labour, apparatus; all materials; and to complete the work satisfactorily in a continuous manner and in accordance with the provisions, specifications and conditions hereto attached for the prices shown on the breakdown table provided as part of the bidder's submission. The price shown includes bidder's overhead, markup and profits and is complete in every respect. It being hereby understood and acknowledged that such price provided is based on the provisions, specifications and conditions set out in the "INSTRUCTIONS TO BIDDERS".

Should unforeseen conditions prevent the satisfactory completion of the required work, then the Contractor shall be entitled and required to submit options to the Pembroke and Area Airport Commission for successful completion of the Contract. Such options shall include the price of additional work proposed to be undertaken and shall be subject to the approval of the Pembroke and Area Airport Commission.

Payment shall be made based upon a negotiated and mutually agreeable price before the commencement of any such work in this respect.

I/We hereby agree that notification of the acceptance of this Tender shall be in writing, and may be sent by prepaid post, or email and such acceptance shall be deemed to have been made on the date of the mailing of such notice.

The tender Package and Lump Sum Price are to be delivered before **3:30 p.m. on Monday, February 14, 2022.**

**NO LATE BIDS WILL BE ACCEPTED.**

## TENDER FORM (Page 2)

Company Name: \_\_\_\_\_

The Lump Sum Price to perform the requirements of the RFP includes:

- Mobilization to/from the site.
- Meals and accommodations.
- All required equipment and parts to complete the project.
- Administration costs.
- Labour and all subtrades.

Our Lump Sum Price is: \_\_\_\_\_  
HST \_\_\_\_\_  
TOTAL \_\_\_\_\_

Signed at \_\_\_\_\_, District \_\_\_\_\_, Province: \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Signature: \_\_\_\_\_

until: **3:30 p.m. on Monday, February 14, 2022.**