

## Appendix D – RFP Particulars

### 1. The Deliverables

1.1. ISI is soliciting for proposals from qualified proponents for the supply of Furnace Oil, Diesel Fuel and Propane for use by participating members.

#### 1.2. Fuel Specifications

##### 1.2.1. Furnace Oil #2

1.2.1.1. Supply high-quality distillate Furnace Oil #2 designed for use in most atomizing-type burner applications. This type of Furnace Oil #2 is used in most domestic oil burning appliances and in some medium capacity commercial and industrial burners.

1.2.1.2. Furnace Oil #2 must comply with Canadian General Standards for furnace fuel #2 CAN/CGSB - 3.2 - 2015.

##### 1.2.2. Diesel Fuel Oil

1.2.2.1. Supply high-quality distillate fuel designed for use in high speed diesel engines operating year-round when the ambient temperature may be as low as -25 degree C in winter.

1.2.2.2. Diesel Fuel Oil must comply with the specified limiting values as described by the Canadian General Standard – CAN/CGSB - 3.517 - 2015 for Type B Diesel.

##### 1.2.3. Propane

1.2.3.1. supply a grade 1 liquid petroleum gas Propane (HD-5).

1.2.3.2. Propane must comply with Canadian General Standards for propane gas.

### 2. Mandatory Requirements

#### 2.1. General Fuel Delivery Requirements

2.1.1. Supplier shall not leave the tank fill port area while fuel is being dispensed.

2.1.2. Delivery trucks shall be within audible range to the tank area to ensure vent whistle can be heard over the sound of the delivery truck and delivery pump.

2.1.3. Supplier must not assign or sub-contract delivery of required product to third parties without prior written consent.

2.1.4. The Supplier shall replace all covers, caps, and other fittings removed or opened to permit the delivery of fuel to the tanks.

#### 2.2. Tank Inspections

2.2.1. As requested by the participating members, and prior to in-tank fill-up, the Supplier shall provide visual inspection with a written report on the state and capacity of the tank as well fill location and detail. Visual inspection will include at a minimum: Inspect the tank, fill and vent pipes, locks in place, ladder/steps, fence and gate.

2.2.2. Supplier should coordinate other specific details with the onsite participating member facilities representative.

### **2.3. Delivery Schedule**

- 2.3.1.** The Successful Proponent(s) will be required to establish delivery schedules to meet unique requirements for participating members upon award such as minimum fuel inventory levels, late night deliveries, auto delivery either by degree day or calendar day.

### **2.4. Delivery Documentation (Tank Slip)**

- 2.4.1.** All deliveries will be accompanied with a tank slip. Tanks slips may be either left at site, accessed through online self-service, sent electronically via pdf, or mailed, as applicable.

#### **2.4.2. Quality Control**

- 2.4.2.1.** The Supplier is responsible for bringing to the attention of the participating member, any faulty equipment that leads to non-delivery of product immediately.
- 2.4.2.2.** Should the Supplier's delay in bringing this to the attention of the participating member, cause any delays or damage, the Supplier shall be responsible for all additional costs, expenses, claims, and other liabilities related to the failure or delay in reporting the problem.
- 2.4.2.3.** The supply any product not uniform in quality or does not substantially conform to the specifications, will not be accepted, and shall be removed in a reasonable period of time by the Supplier at the Supplier's own expense.
- 2.4.2.4.** The supplier will repair/replace any equipment that has sustained damage as a result of the fuel product delivered causing damage.
- 2.4.2.5.** In the event the Supplier is unable to or refuses to remove such material, in a timely manner, the participating member may take action to remove it, and charge any removal costs incurred to the Supplier.

### **2.5. Fuel Spillage**

- 2.5.1.** Any damage caused due to spillage of fuel or by the Supplier's vehicle shall be repaired (or replaced) at the Supplier's expense to the satisfaction of the participating member in a reasonable time frame.
- 2.5.2.** Supplier shall remove any spillage with absorbent pads. Supplier shall further remove any waste created from the clean-up from the site.
- 2.5.3.** Any fuel spilled shall be cleaned at the Supplier's expense to the satisfaction of the participating member and to level of clean-up in accordance with each the respective province's Environment Act and Environmental Emergency Regulations.
- 2.5.4.** Should the Supplier fail to correct the damage in a timely manner, the participating member, may have the damage repaired and charge any repair costs incurred to the Supplier.

### **2.6. Certifications & Insurance Requirements**

- 2.6.1.** The Successful Proponent, at its own expense, shall purchase and maintain in full force during the agreement insurances to protect itself, its contractors and sub-contractors, the participating members. Such insurance shall provide coverage for all risks of property damage to our facilities, including loss of use thereof, and shall protect participating member against all claims arising out of liability for property damage, bodily injury

including death and personal injury, and environmental impairment. All such policies shall name the individual participating members, as Additional Insured.

**2.6.2. Insurance coverage shall include:**

**2.6.2.1. Commercial General Liability Insurance** for liabilities arising out of property damage, personal injury and bodily injury including death resulting from any activity connected with the execution of this agreement.

**2.6.2.2. Automobile Liability Insurance** insuring all licensed vehicles owned, leased or operated by the Successful Proponent. The Successful Proponent must ensure that evidence of comparable coverage is provided by all contractors, sub-contractors and workmen or tradesmen working at the site.

**2.6.2.3. Umbrella and Excess Liability Insurance** with respect to, and following the form of, the underlying liability insurances.

**2.7. Workers Compensation Board**

**2.7.1.** Proponent must have a valid account with the Worker's Compensation Board, coverage under the Worker's Compensation Act. RSNS and a Clearance letter indicating the proponent is in good standing.

**2.8. Safety Certificate**

**2.8.1.** Proponent must have a valid safety certificate from an occupational health and safety organization.

**3. Material Disclosures**

**3.1. Member institutions:**

**3.1.1.** The following is a list of ISI member institutions. Any one institution, any combination, or all of the below may be active participants in the ensuing agreement. Member institutions may be added, or deleted, as requirements may change throughout the contract period.

**3.1.1.1.** Acadia University, Wolfville, NS

**3.1.1.2.** Atlantic School of Theology, Halifax, NS

**3.1.1.3.** Cape Breton University, Sydney, NS

**3.1.1.4.** Dalhousie University, Halifax, NS and Faculty of Agriculture, Truro, NS

**3.1.1.5.** Holland College, Charlottetown, PEI

**3.1.1.6.** Memorial University of Newfoundland, St. John's, NL

**3.1.1.7.** Mount Allison University, Sackville, NB

**3.1.1.8.** Mount Saint Vincent University, Halifax, NS

**3.1.1.9.** NSCAD University, Halifax, NS

**3.1.1.10.** Nova Scotia Community College, Various locations throughout NS

**3.1.1.11.** Saint Mary's University, Halifax, NS

**3.1.1.12.** St. Francis Xavier University, Antigonish, NS

- 3.1.1.13.** St. Thomas University, Fredericton, NB
  - 3.1.1.14.** Université de Moncton, Moncton, NB
  - 3.1.1.15.** Université Sainte-Anne, Church Point and Halifax, NS
  - 3.1.1.16.** University of Kings College, Halifax, NS
  - 3.1.1.17.** University of New Brunswick, Fredericton and Saint John, NB
  - 3.1.1.18.** University of Prince Edward Island, Charlottetown, PEI
- 3.1.2.** Proponents are required to identify if they are prepared to extend the ensuing agreement to any eligible public-sector entity. Proponents should be prepared to address a cost reduction as a result of the additional volume that could be attained by any additional participants.
- 3.1.2.1.** For the purposes of this section, a public-sector entity means any provincial government or provincially funded entity in Nova Scotia, New Brunswick, Prince Edward Island, and Newfoundland and Labrador, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations.

### 3.2. Quantities

- 3.2.1.** The following annual quantities are based on participating member volume from the previous contract year. These volumes are estimates only for the coming contract year, are no guarantee and do not represent commitment by those members to participate in any contract going forward.

Institution	Diesel	Furnace Oil	Propane
Acadia University	9,915 L	203,216 L	116,174 L
Atlantic School of Theology	0	4,975 L	219,302 L
Cape Breton University	0	52,771 L	0
Dalhousie University	49,536 L	25,875 L	116,229 L
Holland College	0	494,947 L	348,654 L
Mount Allison University	11,010 L	0	0
Mount Saint Vincent University	0	4,405 L	267 L
St. Francis Xavier University	13,019 L	97,829 L	83,231 L
Saint Mary's University	13,400 L	29,256 L	0
St. Thomas University	0	6,005 L	0
University of New Brunswick	876 L	0	0
Université Sainte-Anne	0	283,905 L	18 L
Université de Moncton	18,402 L	0	16,490 L
University of King's College	936 L	0	2,266 L
University of Prince Edward Island	17,754 L	113,598 L	135,692 L

### **3.3. Volume Usage Reporting:**

**3.3.1.** The Supplier will be responsible for providing volume reports to the Coordinating Entity reflecting the individual transactions of the participating members. These reports should be sent to the Coordinating Entity semi-annually. January 1st through June 30th (inclusive) will be due August 15th and July 1st through December 31st (inclusive) will be due February 15th. The information shall be provided in an Excel format and shall be transmitted electronically. Failure to do so may result in cancellation of the agreement.

### **3.4. Key Performance Indicators (KPI):**

**3.4.1.** The Supplier will be responsible for providing Key Performance Indicator reports to the Coordinating Entity reflecting the Key Performance measures requested by the Coordinating Entity and agreed to by the Supplier. These reports should be sent to the Coordinating Entity semi-annually. January 1st through June 30th (inclusive) will be due August 15th and July 1st through December 31st (inclusive) will be due February 15th. More frequent reporting may be required during the implementation period or to address a specific performance objective. The failure to provide these reports shall constitute a substantial failure of performance and may result in the immediate termination of the contract.

**3.4.2.** At minimum the KPI report should include the following:

**3.4.2.1.** On time/scheduled deliveries

**3.4.2.2.** Timeline to resolve delayed deliveries

**3.4.2.3.** Invoice accuracy

**3.4.2.4.** Reported number of service issues and the associated timeline in which those issues were resolved

**3.4.2.5.** Sustainability initiatives

## **4. Mandatory Submission Requirements**

### **4.1. Submission Form (Appendix B)**

**4.1.1.** Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

### **4.2. Pricing (Appendix C)**

**4.2.1.** Each proposal must include pricing information that complies with the instructions contained in Pricing (Appendix C).

### **4.2.2. RFP Particulars (Appendix D)**

**4.2.2.1.** Each proposal must include the proponents Appendix D response to the evaluated criteria.

### 4.3. Other Mandatory Submission Requirements

#### 4.3.1. N/A

## 5. Mandatory Technical Requirements

**5.1.** Proponents must identify any binding agreements in place with any member for the provision of the deliverables that could impede that member from participating in any agreement that may result from this RFP. For agreements identified proponents must also detail the process for those members to cease that agreement to be eligible to participate in any agreement resulting from this RFP.

### 5.2. Pre-Conditions of Award

**5.2.1.** The successful proponent is to outline any modification or addition to the Terms and Conditions contained within Appendix A – Framework Agreement, alterations should be marked on the document.

**5.2.2.** Successful proponent will submit all legal documents which would require participating members' sign off for review. All other documents need to be binding to the Framework Agreement and any contradictory terms are not permitted.

## 6. Rated Criteria

**6.1.** The following sets out the categories, weightings and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
Experience and Qualifications	5	3.5
Corporate Profile	5	3.5
Customer Service	15	10.5
Sustainability	5	3.5
Implementation and Communication Plan	10	7
Logistics	15	10.5
Value Add	5	3.5
<b>Pricing</b> (See Appendix C for details)	40	n/a
<b>Total Points</b>	<b>100</b>	

## **7. Rated Technical Criteria**

### **7.1. Experience and Qualifications**

**7.1.1.** Each proponent should provide the following in its proposal:

**7.1.1.1.** a brief description of the proponent;

**7.1.1.2.** a description of its knowledge, skills and experience relevant to the Deliverables;

**7.1.1.3.** the roles and responsibilities of the proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise.

**7.1.2.** Proposal to include the information contained in Appendix E Experience and References. This information will be used as references and individuals listed may be contacted to verify performance.

### **7.2. Corporate Profile**

**7.2.1.** Detail your corporate qualifications and experience as they relate to the RFP deliverables.

**7.2.2.** Provide a brief description of the company including owners and directors, years in business etc.

**7.2.3.** Define any third-party business partnerships that will be utilized to support this contract. Including call centres, logistics organizations, and service organizations, etc.

**7.2.4.** Provide a description of your order management system, invoice management, billing program.

**7.2.4.1.** Define current network of depot locations.

**7.2.4.2.** Safety record/hazmat plan/truck-based equipment.

**7.2.4.3.** Outline the availability and use of a Camlock system.

### **7.3. Customer Service**

**7.3.1.** Provide the roles and responsibilities of the proponents proposed key customer service team representatives (i.e. key contact(s), regional manager and any inside sales support) and any of its agents, employees and sub-contractors who will be involved in providing

the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise and years experience.

**7.3.2.** Describe the customer service process in place for participating members to make inquiries, resolve issues or escalate concerns clearly demonstrating the capability to communicate clearly and resolve issues in a timely manner. Issues include but not limited to the following:

**7.3.2.1.** Failure to provide deliveries on time;

**7.3.2.2.** Failure to provide accurate invoicing;

**7.3.2.3.** Failure to respond to client requests.

**7.3.3.** Detail your ability to provide services at all levels in both English and French.

**7.3.4.** Describe the contingency plan in the event of staff absence or reduction.

**7.3.5.** Define your emergency response program and prioritization strategy.

**7.3.6.** Describe how drivers and customer service representatives are qualified and trained. Detail the security processes in place to screen drivers and onsite customer service representatives.

#### **7.4. Sustainability**

**7.4.1.** Provide details of your environmental and sustainability programs which will impact on this RFP or the products associated with this RFP.

#### **7.5. Implementation and Communication Plan**

**7.5.1.** Outline the proposed implementation to ensue an effective transition from the existing provider to the new Proponent.

**7.5.1.1.** Outline a recommended communication plan to support successful implementation.

**7.5.2.** Outline the timeframe required to set up contract pricing and individual customer account information (note that some participating members may require multiple customer/account numbers).

**7.5.3.** Detail the process for enrolling/setting up new users both at the start of the contract as well as throughout the duration of the contract.

#### **7.6. Logistics**

**7.6.1.** Proponent is requested to provide a project plan that describes your proposed approach which demonstrates your ability to meet the deliverables described in Appendix. When responding to this question, please lay out your responses in the following sequence:



- 7.6.1.1. Coverage** - describe and demonstrate ability to meet the geographic coverage it is proposing.
  - 7.6.1.2. General fuel delivery requirements** - describe and demonstrate ability to meet general fuel requirements.
  - 7.6.1.3. Setting up delivery Schedule with all entities** - describe how to set up delivery schedules with the participating members.
  - 7.6.1.4. Ordering process** - Define the preferred ordering process to be implemented and followed by the customer.
  - 7.6.1.5. Security of Supply** - describe how to ensure participating members, have uninterrupted delivery of fuel before or during disasters or emergencies, such as explosion, fire, ice and snowstorms, hurricane, power disruptions, and strikes and provide details of a contingency plan in the event that they are unable to deliver product.
  - 7.6.1.6. Fuel Spillage** - provide its fuel spill prevention plans, clean-up procedures in order to ensure client satisfaction and how they will report these to participating members.
  - 7.6.1.7. Billing & Invoicing** demonstrate ability to meet different requirements for billing and invoicing for each entity.
  - 7.6.1.8. Delivery Documentation** - describe ability and process followed to transmit tank slips and invoices electronically or by manual paper invoice.
  - 7.6.1.9. Inspections** - Details of the inspections and compliance procedures when fuel is being dispensed.
- 7.7. Value Add**
- 7.7.1.** Detail value added options available beyond those requested, any value-added solutions being offered should be clearly identified.