

Request for Proposals

McGuire Lake Walkway Lighting Project

City of Salmon Arm Request for Proposals Number: 2023-56
Issue date: January 10, 2025

Closing Time: Proposal must be received before: 2:00pm local time, Friday January 31, 2025.

CITY CONTACT

All enquiries related to this Request for Proposals (RFP), including any requests for information and clarification, are to be directed, in writing, to the following person. Enquiries will be recorded, and as needed, responses will be distributed at the City's discretion to those who have submitted a Receipt Confirmation Form. Information obtained from any other source is not official and should not be relied upon.

Darin Gerow, AScT, Manager of Roads & Parks Box 40, Salmon Arm, BC V1E 4N2 Phone: 250-803-4088 e-mail: dgerow@salmonarm.ca

DELIVERY OF PROPOSALS

Please submit one (1) hard copies <u>or</u> one (1) digital copy of the proposal.

Hard copy may be sent by mail or courier. Proposal envelopes should be clearly marked with the name and address of the Proponent, the Request for Proposal number, and the project title, sent to:

City of Salmon Arm, Public Works Office; Box 40, Salmon Arm, BC V1E 4N2 or couriered to 100 – 30

Street SE, Salmon Arm, BC.

Digital copy will be accepted by email to: dgerow@salmonarm.ca
Emails shall be titled "RFP - 2023-56 - McGuire Lake Pathway Lighting"

PROPONENTS' MEETING: A Proponents' meeting WILL NOT be held.

Proponent Declaration

McGuire Lake Walkway Lighting Project

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Proposal must be received before 2:00pm local time, Friday January 31, 2025.

The enclosed proposal is submitted in response to the above-referenced Request for Proposals, including any addenda. Through submission of this proposal we agree to all of the terms and conditions of the Request for Proposals and agree that any inconsistent provisions in our proposal will be as if not written and do not exist. We have carefully read and examined the Request for Proposals, including the Definitions and Administrative Requirements, and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal.

A person authorized to sign on behalf of the Proponent must complete and sign the Proponent Section (below), leaving the rest of this page otherwise unaltered, and include the signed and completed page with the proposal.

Signature of Authorized Representative:	Legal Name of Proponent (and Doing Business As Name, if applicable):
Printed Name of Authorized Representative:	Address of Proponent:
Title:	
Date:	Authorized Representative phone and email address (if available):

PLEASE NOTE THAT PROPOSALS MISSING THIS SIGN-OFF WILL NOT BE CONSIDERED.

Receipt Confirmation Form

City of Salmon Arm

2023-56

McGuire Lake Walkway Lighting Project

Request for Proposals

Closing Date and Time: Friday, January 31, 2025, 2:00 pm Pacific Time

For any further distributed information about this Request for Proposals, please return this form by fax or email as soon as possible to:

Darin Gerow, Manager of Roads & Parks
Box 40, Salmon Arm, BC V1E 4N2, Phone: 250-803-4088, e-mail: dgerow@salmonarm.ca

COMPANY:	
CITY:	
Province:	COUNTRY:
MAILING ADDRESS, IF DIFFERENT	:
PHONE NUMBER: ()	
CONTACT PERSON:	
Email:	
Please send us any subsequent in	nformation about this Request for Proposals by:
Courier Collect Courie	er Name and Account No.
E-Mail	

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A. Definitions and Administrative Requirements

1. Definitions

Throughout this Request for Proposals, the following definitions apply:

- a) "City" means the City of Salmon Arm;
- b) "Contract" means the written agreement that may result from this Request for Proposals and shall be executed by the City and the Contractor;
- c) "Contractor" means the successful Proponent to this Request for Proposals who enters into a written Contract with the City;
- d) "must", or "mandatory" means a requirement that must be met in order for a proposal to receive consideration;
- e) "Proponent" means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposals;
- f) "Province" means His Majesty the King in Right of the Province of British Columbia;
- g) "Request for Proposals" or "RFP" means the process described in this document; and
- h) "should" or "desirable" means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

2. Terms and Conditions

The following terms and conditions will apply to this Request for Proposals. Submission of a proposal in response to this Request for Proposals indicates acceptance of all the terms that follow and that are included in any addenda issued by the City. Provisions in proposals that contradict any of the terms of this Request for Proposals will be as if not written and do not exist.

3. Additional Information Regarding the Request for Proposals

Proponents are advised to fill out and return the attached Receipt Confirmation Form as all subsequent information regarding this Request for Proposals, including changes made to this document will be provided to confirmed proponents only.

4. Late Proposals

Proposals will be marked with their receipt time at the closing location. Only complete proposals received and marked before closing time will be considered to have been received on time.

Hard-copies of late proposals will not be accepted and will be returned to the Proponent. Electronic proposals that are received late will be marked late and will not be considered or evaluated.

In the event of a dispute, the proposal receipt time as recorded at the closing location shall prevail whether accurate or not.

5. Eligibility

- a) Proposals will not be evaluated if the Proponent's current or past corporate or other interests may, in the City's opinion, give rise to a conflict of interest in connection with the project described in this Request for Proposals. This includes, but is not limited to, involvement by a Proponent in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Contact Person listed on page 1 prior to submitting a proposal.
- b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

6. Evaluation

The City reserves the right to waive or reject any or all submissions or accept the submission deemed most favourable to the interests of the City. Without limiting the generality of the foregoing, any submission which is incomplete, obscure, irregular, or has unauthorized erasures or corrections may be rejected. Any awards shall be made based on the criteria as stated in the Evaluation of Responses.

7. Negotiation Delay

If the City desires to enter into a written Contract and it cannot be negotiated within thirty days of notification of the successful Proponent, the City may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the Request for Proposals process and not enter into a Contract with any of the Proponents.

8. Debriefing

At the conclusion of the Request for Proposals process, all Proponents will be notified. Unsuccessful Proponents may request a debriefing meeting with the City.

9. Alternative Solutions

If alternative solutions are offered, please submit the information in the same format, as a separate proposal.

10. Changes to Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the City for purposes of clarification.

11. Proponents' Expenses

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the City, if any. If the City elects to reject all proposals, the City will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

12. Limitation of Damages

Further to the preceding paragraph, the Proponent, by submitting a proposal, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

13. Proposal Validity

Proposals will be open for acceptance for at least 90 days after the closing date.

14. Firm Pricing

Prices will be firm for the entire Contract period unless this Request for Proposals specifically states otherwise.

15. Currency and Taxes

Prices quoted are to be:

- a) in Canadian dollars;
- b) exclusive of applicable taxes.

16. Completeness of Proposal

By submission of a proposal the Proponent warrants that, if this Request for Proposals is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no charge.

17. Sub-Contracting

- a) Using a sub-contractor (who should be clearly identified in the proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be clearly defined in the proposal.
- b) Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the City's opinion, give rise to a conflict of interest in connection with the project or program described in this Request for Proposals will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether a proposed subcontractor gives rise to a conflict of interest, the Proponent should consult with the City Contact Person listed on page 1 prior to submitting a proposal.
- c) Where applicable, the names of approved subcontractors listed in the proposal will be included in the Contract. No additional subcontractors will be added, nor other changes made, to this list in the Contract without the written consent of the City.

18. Acceptance of Proposals

- a) This Request for Proposals should not be construed as an agreement to purchase goods or services. The City is not bound to enter into a Contract with the Proponent who submits the lowest priced proposal or with any Proponent. Proposals will be assessed in light of the evaluation criteria. The City will be under no obligation to receive further information, whether written or oral, from any Proponent.
- b) Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

19. Definition of Contract

Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract, with the approval of Council, if required for the City of Salmon Arm, will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

20. Contract

By submission of a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the City on the terms set out in Appendix B.

21. Liability for Errors

While the City has used considerable efforts to ensure information in this Request for Proposals is accurate, the information contained in this Request for Proposals is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposals is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposals.

22. Modification of Terms

The City reserves the right to modify the terms of this Request for Proposals at any time in its sole discretion. This includes the right to cancel this Request for Proposals at any time prior to entering into a Contract with the successful Proponent.

23. Ownership of Proposals

All proposals submitted to the City become the property of the City. They will be received and held in confidence by the City, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this Request for Proposals.

24. Use of Request for Proposals

Any portion of this document, or any information supplied by the City in relation to this Request for Proposals may not be used or disclosed, for any purpose other than for the submission of proposals. Without limiting the generality of the foregoing, by submission of a proposal the Proponent agrees to hold in confidence all information supplied by the City in relation to this Request for Proposals.

25. No Lobbying

Proponents must not attempt to communicate directly or indirectly with any employee, contractor or representative of the City, including the evaluation committee and any elected officials of the City, or with members of the public or the media, about the project described in this Request for Proposals or otherwise in respect of the Request for Proposals, other than as expressly directed or permitted by the City.

26. No Collusion

Proponents must not communicate, directly or indirectly, with any other Proponent (including through any employees, agents or contractors) regarding the preparation, content or submission of proposals.

27. Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires Proponents to provide the City with personal information of employees who have been included as resources in response to this RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the City. Such written consents are to specify that the personal information may be forwarded to the City for the purposes of responding to this RFP and use by the City for the purposes set out in the RFP. The City may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the City.



B. Requirements and Response

1. Summary

The City of Salmon Arm (City/Owner) in financial partnership with the Salmon Arm Daybreak Rotary Club, as part of the Capital Works Program, is proposing to undertake the Supply and Installation of eleven (11) Post Top Walkway Lights along the McGuire Lake Park Walkway in accordance with the attached design. We are seeking qualified proponents to submit a proposal for the supply, and installation of these eleven (11) lights along with options for timed lighting, motion sensor lighting and dimmable lighting. This RFP document describes the services sought by the City of Salmon Arm and sets out the City's RFP evaluation and selection processes. Only interested parties with proven experience and qualifications for the supply and installation work required for this project will be considered. The quality of the service, past performance, and delivery along with other factors will be taken into consideration in the evaluation of this RFP.

2. Project Overview

The scope of work shall consist of the supply of all labor and materials required for the project. The primary objective of installing the eleven (11) lights is to provide and improve the lighting along the McGuire Lake Walkway allowing safe use during all hours. All materials will be those that are currently in the City's Approved Products List. **The City has already purchased poles and the contractor shall not include pricing for the supply of poles**. All works shall be in accordance with the Subdivision and Servicing Bylaw No. 4293.

A strong focus on the lighting project will be the contractors proposal for options with dimmable, timed or motion sensed lighting. We understand the possible environmental impact and how lights may have an effect. Thus, we would request a concentrated effort to decrease these effects on the environment and nature with possible options of dimmable, timed or motion sensed lighting, or a combination thereof.

As an optional item we will be requiring the proponent to price the installation of six (6) bollard lighting along the Memorial Walkway, as shown in the attached design. Installation of these bollards may be added to the scope of works, subject to available budget.

Existing Conditions

- Varying width, asphalt multi-use path around McGuire Lake
- Irrigation heads, pipes and wiring throughout
- Turf-grass up to the edge of multi-use path
- Water course with bridge, electrical conduit to be mounted to bridge.

Engineering Review & Detailed Design:

The City of Salmon Arm previously obtained Gentech Engineering to complete the design and layout of lighting along McGuire Lake Park Walkway, attached as Appendix C.



The Engineer on Record may be reviewing the installation and construction to ensure it abides by the Subdivision and Development Servicing Bylaw No. 4293. At this time <u>No survey is layout is provided</u>.

Existing Infrastructure

The City possesses varying infrastructure in and around the work area including but not limited to, asphalt walkway, irrigation pipes, irrigation heads, irrigation wiring, turf grass, water courses, wooden bridge, and parks appurtenances. The successful proponent must ensure that no damage occurs to any asset other than those directly affected by the installation scope of works. Any and all Irrigation that can be effected by the installation must first be discussed with the City of Salmon Arm Parks Department to ensure no damage to the wiring will be incurred.

3. Scope of Work

Installation of Luminaries

- a. Create a work plan for installation of the eleven (11) luminaires that indicates any individual luminaire that may have location conflicts, including but not limited to irrigation infrastructure.
- b. Install all luminaries as per the completed and approved engineered design.
- c. Notify the City's project manager of any issues regarding the installation of equipment.
- d. Ensure a safe work procedure is in place and adhered to.
- e. Provide all machinery, equipment, labor and appropriate tools required for the safe execution of all tasks required for the completion of work.
- f. Undertake commissioning of the project to ensure light levels are as designed.

Remediation:

- a. All damaged areas attributable to the installation shall be repaired by the contracts.
 - a. Asphalt to be replaced with 50mm of hot mix asphalt
 - b. Turf grass shall be replaced with 100mm of approved top soil and sod
 - c. All irrigation pipes and heads will be the responsibility of the City of Salmon Arm. Contractor shall continuously communicate any damage or alterations required. Absolutely NO damage should be incurred to the irrigation electrical system.
 - d. Any works in and around the watercourse shall be completed in accordance to all Riparian Area Regulations

COMPLETION DATE:

It is requested that all works be completed no later than April 30, 2025

Optional Items:

- a. Further to the options with dimmable, timed or motion sensed lighting the contractor through their submission of this proposal shall provide different options to each or all of the above. Included within the options shall be the cost differences to offer each option.
- b. Supply & Install six (6) Aspen 1900 Bollard Luminaires along the McGuire Lake Memorial Walk



Miscellaneous:

- a. Contractor shall not leave debris on-site after work is completed.
- b. Contractor is responsible for any and all damaged resulting to City property, private property, or persons during the contract and the restoration thereof to a condition equal or better than existing prior to commencement of the work.
- c. Traffic Control Plans are required to be submitted and approved by the City of Salmon Arm if any roadway or travelling public is effected.
- d. A pre-construction meeting will be held with all applicable staff and contractor.
- e. Invoices can be submitted electronically.
- f. Any extra or changed work MUST be approved by the City prior to starting the works.

As-Built Records:

On completion of construction the contractor shall provide a red-lined drawing that states any changes to the engineering designs.

4. Options

A strong focus on the lighting project will be the contractors proposal for options with dimmable, timed or motion sensed lighting. We understand the possible environmental impact and how lights may have an effect. Thus, we would request a concentrated effort to decrease these effects on the environment and nature with possible options of dimmable, timed or motion sensed lighting, of a combination thereof.

Option 1:

Dimmable – provide options for a system of luminaries equipped with technology that allows their brightness levels to be adjusted. This could include smart lighting controls that enables dynamic adjustments lighting intensity based on factors such as time of day, or the presence of pedestrians.

Option 2:

Motion Sensor – provide options for a system designed to automatically turn lights on when motion is detected within a specific area and turn them off after a set period of inactivity.

Option 3:

Timed – provide options for a system of lighting control designed to automatically turn lights on or off based on a pre-set schedule. This system would ensure they function only during designated times.

An individual option can be proposed OR options that are combined to assist with the decrease of effects on the environment and nature.

Optional Construction Additional Item:



Supply & Install six (6) Aspen 1900 Bollard Luminaire 3000k (white) along the memorial walkway as shown on Gentech Engineers Design, Appendix C

5. Proposal Format & Evaluation

Proposals not meeting the following mandatory criteria will be excluded from further consideration during the evaluation process.

The proposal must:

- be received at the closing location before the specified closing time.
- be written in English.
- be delivered in-person, by courier, mail or e-mail.
- include a completed and signed Proponent Section.
- include an all-inclusive price <u>for each option</u> for the complete works as per the scope of work and deliverables listed in this RFP.

Proposals meeting the mandatory submission criteria will be evaluated based on information provided in the Proponents proposal submission. To facilitate uniformity of presentation and ease of evaluation, proposals shall be limited to <u>20 pages total</u> and Proponents should ensure their submission provides relevant information to allow the City to properly complete the evaluation matrix.

Proponent Methodology (30% Weighting)

- Demonstrated understanding of project work
- Project management and control details
- Work program details / Schedule
- Optional dimmable, motion or timed lighting
- Deliverables

Proponent Profile (30% Weighting)

- Team Qualifications and experience
- Past Relevant Projects
- Past Performance / References
- Local Knowledge

Price (40% Weighting)

Schedule of fees including disbursements

The City of Salmon Arm reserves the right to reject any or all proposals and to accept the proposal deemed most favourable in the interests of the City. The City shall not be obligated in any manner to any Proponent whatsoever until a written agreement has been duly executed relating to an approved proposal.



Appendix A Contract Form

By submission of a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the City that will include the following selected contract clauses.

Compliance With Laws

The Proponent will give all the notices and obtain all the licenses and permits required to perform the work. The Proponent will comply with all laws applicable to the work or performance of the Contract.

Laws of British Columbia

Any Contract resulting from this Request for Proposals will be governed by and will be construed and interpreted in accordance with the laws of the Province of British Columbia.

Arbitration

All disputes arising out of or in connection with the Agreement will, unless the parties otherwise agree, be referred to and finally resolved by arbitration pursuant to the *Commercial Arbitration Act*.

Indemnity

Any Agreement resulting from this Request for Proposals will require that the Proponent indemnify and save harmless the City, its employees and agents from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the City at any time or times (either before or after the expiration or sooner termination of this Agreement) where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Proponent or by any servant, employee, officer, director or sub-Contractor of the Proponent pursuant to the Contract excepting always liability arising out of the independent acts of the City.

Insurance

Any Agreement resulting from this Request for Proposals may require that the Proponent, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Agreement term, the following insurances with insurers licensed in British Columbia in forms acceptable to the City. All required insurance will be endorsed to provide the City with 30 days' advance written notice of cancellation or material change. The Proponent will provide the City with evidence of the required insurance, in the form of a completed Certificate of Insurance, immediately following execution and delivery of the Agreement.

Professional Liability Insurance in an amount not less than \$2,000,000 inclusive per occurrence and aggregate.

Comprehensive Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. The City is to be added as an additional insured and the policy shall contain a cross liability clause.

Automobile Liability on all vehicles owned, operated or licensed in the name of the Proponent in an amount not less than \$2,000,000.

Registration with Workers' Compensation Board

The Proponent and any approved sub-Contractors must be registered with the Workers' Compensation Board (WCB), in which case WCB coverage must be maintained for the duration of the Contract. Prior to receiving any payment, the Proponent may be required to submit a WCB Clearance Letter indicating that all WCB assessments have been paid.

Health and Safety

The Proponent must ensure they have a current health and safety policy that meets or exceeds all Occupational Health and Safety legislative requirements as a workplace under the inspectional jurisdiction of WorkSafeBC, and will ensure all employees will abide by these policies.



Appendix B Proposal Fee Summary

PROPOSAL TO THE SUPPLY AND INSTALLATION OF THE MCGUIRE LAKE WALKWAY LIGHTING PROEJCT

If proposing multiple options please prepare Proposal Fee Summary for each options

Supply & Install eleven (11) post top street lights (City of Salmon Arm to supply Poles) Describe any options included	\$
OPTIONAL ITEM – Supply & Install six (6) Aspen Bollard Lights	1900 \$
Sub-total	\$
GST (5%) GST #	\$
TOTAL	\$
Name of Corporation:	Contact:
Mailing Address:	
Phone:	Email:

^{**}NOTE: The Total fee value with Company Name may be revealed to all firms and may be included on a public Council agenda after Notice of Award has been given.**



Appendix C - Lighting Design

