



REQUEST FOR PROPOSALS

Sparwood Leisure Centre & Arena Lighting Upgrade Project

Date Issued:

June 23rd, 2014

Closing Date:

July 10th, 2014 at 2:00 pm (MST)

Closing Location:

District of Sparwood Leisure Centre
367 Pine Ave, Box 669
Sparwood BC, V0B 2G0

Attention:

Duane Lawrence
Director of Community & Facility Services

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PART I: Notice to Bidders

Bid for: Sparwood Leisure Centre & Arena Lighting Upgrade
FOR THE DISTRICT OF SPARWOOD

Individual consultants, businesses or companies with proven experience and expertise in the supply and installation of L.E.D. lighting are invited to submit proposals by which the goals, objectives and other requirements of this request may be best met.

Proposals will be received in a sealed envelope, clearly marked with the name and address of the Proponent, the name of the Project: "Request for Proposal: Leisure Centre & Arena Lighting Upgrade" and be addressed to Duane Lawrence, Director of Community & Facility Services, no later than **2:00 pm (MST), Thursday July 10th, 2014** (the "Closing Deadline"), at the following address:

District of Sparwood – Leisure Centre
367 Pine Ave.
Sparwood, BC
V0B 2G0

Copies of the Request for Proposal can be obtained from the District of Sparwood Leisure Centre at 367 Pine Avenue, Sparwood, BC V0B 2G0 or online on BC Bid (www.bcbid.gov.bc.ca) on or after **June 23rd, 2014**.

Inquiries regarding this project shall be directed to:

Duane Lawrence
Director of Community & Facility Services
District of Sparwood

Phone: 250.425.6821
Fax: 250.425.0551
Email: dlawrence@sparwood.ca

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PART 2: Administration

1. General Scope of Work

The general scope of work to be completed is the replacement of 320 watt metal halide and T8 florescent lighting located in the Sparwood arena, pool, curling rink and racquet courts with L.E.D. lighting which must provide minimum foot candle output as detailed in the project requirements of this RFP.

2. Invitation

Individual consultants, businesses or companies with proven experience and expertise in the supply and installation of L.E.D. lighting within leisure centres or like facilities are invited to submit detailed proposals setting out one or more means by which the goals, objectives and other requirements of this request may be best met.

3. Instructions to Proponents

The following terms will apply to this RFP and to any subsequent Contract. Submission of a proposal in response to this RFP indicates acceptance of all the following terms:

3.1.General

The District of Sparwood invites detailed proposals from Proponents in strict accordance with these proposal documents. The proposal will be evaluated for the selection of a Contractor with the intent to enter into a Contract to conduct a L.E.D. lighting upgrade at the District of Sparwood's Leisure Complex.

The law applicable to this RFP shall be the law in effect in the Province of British Columbia. Except for an appeal from a British Columbia Court to the Supreme Court of Canada, no action in respect to this RFP shall be brought or maintained in any court other than in a court of the appropriate jurisdiction of the Province of British Columbia.

In carrying out its obligation hereunder, the Proponent shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law. Where there are two or more laws, ordinances, rules, regulations or code applications to the services, the more restrictive shall apply.

In case of any inconsistency or conflict between the provision of the RFP, the provisions of such documents and addenda thereto will take precedence in governing in the following order: (1) Addenda; (2) RFP; (3) Special Conditions; (4) Specifications; (5) Drawings; (6) Executed Form of RFP; (7) All other documents.

The RFP, accepted submission, and the District Contract documents represent the entire Agreement between the District and the successful Proponent and supersede all prior negotiations, representations and agreements either written or oral. The Contract documents may be amended only by written instructions agreed and executed by the successful Proponent and the District.

4. Modification

The District reserves the right to modify the terms of the Request for Proposal at any time at its sole discretion. The District will endeavor to distribute all modifications to Proponents that register. To register, please submit an email address, contact phone and fax number.

Modifications to the RFP will be made in the form of written addenda or re-issued documents. All addenda shall be considered to be integral to the RFP and having the same effect as if part of the

original RFP. It is the Proponent's responsibility to ensure that they have all modifications. The modifications will be made available on BC Bid (www.bcbid.gov.bc.ca). Proposals should include acknowledgement of receipt of all addenda.

5. Limitation of Damages

The Proponent, by submitting a proposal, agrees that it will not claim damages, for whatever reason, relating to the RFP, by reason of submitting a proposal, in respect of the competitive process, or in respect of any breach of any implied duty of fairness, including but not limited to any costs incurred by the Proponent in preparing its proposal. The Proponent, by submitting a proposal, waives any and all such claims.

6. Confidentiality

This document or any portion thereof may not be used for any purpose other than submission of a proposal. The successful Proponent shall agree not to divulge or release any information that has been given to it or acquired by it on a confidential basis during the course of carrying out its duties or performing its services. It is the District's policy to maintain confidentiality with respect to all confidential information related to the Requests for proposals, but the District is subject to the Freedom of Information and Privacy Act.

All documents, including proposals submitted in response to this Request for Proposal become the property of the District of Sparwood. They will be held in confidence by the District, subject to the provisions of the Freedom of Information and Protection of Privacy Act.

7. Safety

The successful Proponent will be designated as the Prime Contractor for this project, assuming all health and safety obligations and requirements.

8. Insurance & Indemnity

The successful Proponent must indemnify the District and their employees, officers, directors and agents (each an "Indemnified Person") against all claims, actions, proceedings, damages, losses, costs, expenses and liabilities of any kind incurred that an Indemnified Person may sustain, incur, suffer or be put to, either before or after this Contract ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or sub contractors in providing the services, except liability arising out of any independent negligent act by the District.

The successful Proponent will be asked to provide proof of Worker's Compensation Board of BC registration and coverage and proof of Comprehensive General Liability insurance coverage for a minimum of five million dollars (\$5,000,000.00). Within ten (10) working days of a Contract award notification the successful Proponent must submit certification that the District as an additional named insured.

9. Agreement

The successful Proponent agrees that by submitting a proposal, the Proponent agrees to all the terms and conditions of this Request for Proposal which will form part of the Contract. Proponents who have obtained the Request for Proposal must not alter any portion of the document, with the exception of adding information requested. To do so will invalidate the proposal.

10. Cost of Preparation

The Proponent, by submitting a proposal agrees that it will not claim damages, for whatever reason, relating to the RFP, by reason of submitting a proposal, in respect of the competitive process, or in

respect of any breach of any implied duty of fairness, including but not limited to any costs incurred by the Proponent in preparing its proposal. The Proponent, by submitting a proposal, waives any and all such claims.

11.No Collusion

Except as otherwise specified or as arising by reason of the provision of the Contract Documents, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this proposal or in the proposed Contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with proposals submitted for this project and the Proponent has no knowledge of the contents of other proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the proposal.

12.Irrevocability

Prior to the time and date of the Request for Proposal closing deadline, any Proponent may withdraw or change their proposal, without penalty or forfeiture, by giving notice in writing to:

Duane Lawrence
Director of Community & Facility Services
District of Sparwood
Box 669, 367 Pine Ave.
Sparwood, BC V0B 2G0
dlawrence@sparwood.ca

Upon the closing deadline, all proposals become irrevocable and no words or comments may be added to, or removed from, the proposal unless requested by the District for purposes of clarification. By submission of a proposal, the Proponent agrees that should its proposal be deemed successful, the Proponent will enter into a Contract with the District. This irrevocability is only valid for a period of 90 days after the closing date.

13.Award

The District may not necessarily accept the lowest priced proposal or any proposal. At its sole discretion, the District reserves the right to reject any or all proposals received and to accept any proposal which it considers advantageous, whether or not it is the lowest priced proposal. Further, the District, if it so deems, reserves the right to award this contract in the following parts: Arena, Curling Rink, Leisure Pool, Racquet Courts. In the event of a partial award the District reserves the right to negotiate the final contract price with the preferred proponent

The District is not under any obligation to award a Contract, and reserves the right to terminate the Request for Proposal process at any time, and to withdraw from discussions with all or any of the Proponents who have responded. The District shall not be obligated in any manner to any Proponent whatsoever until a written agreement has been duly executed relating to an approved proposal.

No Contract is formed as a consequence of this Invitation to Submit Proposals. The District reserves the right to accept the proposed offer in total or in part, to reject any or all offers, to waive any minor informalities, irregularities, or technicalities, and to accept the offer deemed most favorable to the District.

Proposals must meet all the requirements herein to be eligible for consideration. Proposals that are unsigned, incomplete, conditional, illegible, unbalanced, obscure or that contain additions not called for, reservations, erasures, alterations, or irregularities of any kind may be rejected. The District reserves the right to obtain additional information from the Proponents to clarify the information in their submission.

In the event that only one proposal is received, the District reserves the right to return the proposal unopened. The acceptance of the proposal by the District shall be made only by notice in writing, and will be addressed to the successful Proponent at the address given in the proposal; and the proposal may be accepted either in whole or in part.

14. Evaluation Criteria

Notwithstanding any other provisions in the RFP, or any practice or custom in the industry, the District, in its sole discretion, shall have the unfettered right to accept or reject any or all proposals in whole or in part. All proposals will be evaluated by a team consisting of District representatives to consist of the Director of Community & Facility Services and any other District representative deemed necessary. Following submission and initial evaluation, interviews may be arranged with the Proponents as part of the proposal evaluation process.

The following point allocations will be used:

- Ability to meet objectives up to 25 points
- Photometric and LM Reports up to 25 points
- Price up to 40 points
- Proposed Lighting up to 25 points
- Warranty up to 30 points

The Evaluation Committee will evaluate proposals to identify the proposal with the best overall value to the District. The Evaluation Committee may apply evaluation criteria on a comparative basis, evaluating the proposals by comparing one Proponent's proposal to another Proponent's proposal.

No totals, weighting, or score will be provided to any Proponents.

15. Negotiations

The District reserves the right to negotiate specific terms of the Contract prior to the final award with the successful Proponent. If a written Contract cannot be negotiated within thirty days of notification of the successful Proponent, the District 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 RFP process and not enter into a Contract with any of the Proponents.

16. Closing Date and Location

To be considered, proposals must be received in a sealed envelope no later than **2:00 pm (MST), Thursday, July 10th, 2014** (the "Closing Deadline"), at the following address:

District of Sparwood
Box 669, 367 Pine Ave
Sparwood, BC V0B 2G0

Proposals and their envelopes must be clearly marked with the name and address of the Proponent and the name of the Project: **"Request for Proposal: Sparwood Arena & Curling Rink Energy Retrofit"**.

Proposal packages must include two (2) hard copies, along with one (1) digital copy of your submission.

Proposals submitted by facsimile or electronically will not be accepted.

Proposals received after the closing deadline will not be accepted. Please keep in mind that courier services such as DHL, Purolator or Canada Post generally cannot provide one day delivery service to Sparwood.

17. Site Visit

Site visits will be provide for Proponents upon request between June 25th and July 4th, 2014. All visits must be arranged in advance with the District of Sparwood via email at dlawrence@sparwood.ca.

18. Late Proposals

Proposals received after the final date and time for receipt of proposals will be considered "Late Proposals". Late Proposals will not be accepted and will be returned unopened to the sender.

19. Failure or Default of Proponent

If the Proponent for any reason whatsoever fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of this proposal, the District at its option may consider the Proponent has abandoned the offer made or the Contract if the offer has been accepted, whereupon the acceptance, if any, of the District shall be null and void and the District shall be free to select an alternate solution of its choosing.

20. Bylaw Compliance

Proponent and all sub-trades will be subject to all Municipal Bylaws and will be responsible for all Business Licenses, including fees, as necessary. Separate business Licenses are required for all Contractors and subcontractors. More information is available on our website.

In carrying out its obligations hereunder, the Proponent shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law. Where there are two or more laws, ordinances, rules, regulations or codes applicable to the services, the more restrictive shall apply.

21. Solicitation

Proponents and their Agents are hereby warned that any attempt to solicit support of individual members of the Council and/or Staff of the District in regards to the award of this Contract may jeopardize their proposals.

22. Inquiries and Addenda

Requests for clarification of these instructions or the requirements of the services to be provided shall be addressed to:

Duane Lawrence
Director of Community & Facility Services
Phone 250.425.6821
E-mail dlawrence@sparwood.ca

The District of Sparwood shall not be responsible for information received by the Proponent from any other source. If a Proponent is in doubt as to the meaning of any part of the proposal documents, or finds omissions or discrepancies therein, a request for interpretation or correction thereof may be submitted and, if deemed necessary by the District, an addendum will be issued to all pre qualified persons of record receiving RFP documents.

Addenda will also be issued by the District to all pre-qualified persons of records receiving RFP documents, should the District of its own accord, wish to expand, delete or change any portion of the RFP document.

No oral explanation, interpretation or clarification of the RFP documents by any person whatsoever shall bind the District in the interpretation of the RFP document.

23.Pricing

Proposals must be firm for at least 90 days after the final date. Pricing will be firm for the entire Contract period.

24.Currency and Taxes

Prices quoted are to be in Canadian Dollars, including duty, where applicable; F.O.B. destination, delivery charges included where applicable; and excluding PST and GST.

25.Additional Terms

25.1. Liability of Errors

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

25.2. Agreement with Terms

By submitting a proposal the Contractor agrees to all the terms and conditions of this RFP. Contractors who have obtained the RFP electronically must not alter any portion of the document, with the exception of adding the information requested. To do otherwise will invalidate the proposal.

26.Special Conditions

- a. A qualified proposal is one that meets the needs and specifications of the District; the terms and conditions contained in the RFP. The preferred proposal is a qualified proposal offering the best value, as determined by the District.
- b. The District will decide whether a proposal is qualified by evaluating all of the proposals based on the needs of the District, specifications, terms, and conditions and price. The District will examine all proposals and recommend which proposal is in the District's best interest.
- c. A proposal which is unqualified is one that exceeds the cost expectations of the District and/or does not meet the terms and conditions contained in the RFP and/or does not meet the needs and specifications of the District. The District reserves the right to reject any or all unqualified proposals.
- d. The District reserves the right to cancel this RFP at any time.
- e. The District recognizes that "Best Value" is the essential part of purchasing a product and /or service and therefore the District may prefer a proposal with a higher price, if it offers greater value and better serves the District's interests, as determined by the District, over a proposal with a low price. The District's decision shall be final.
- f. All proposed prices shall include the delivery F.O.B. to the Sparwood Leisure Centre or other destination point, as specified by the District, and the Contractor shall bear all risks of loss and/or damage.

- g. Where only one proposal is received, the District reserves the right not to make public the amount of the proposal. The amount of the proposal will be made public if a Contract is awarded. The District reserves the right to accept or reject a proposal, where only one proposal is received.
- h. The District reserves the right in its sole discretion to accept or reject all or part of any proposal which is non-compliant with the requirements of this Invitation.
- i. The District shall not be obligated either to accept or reject any non-compliance with the requirements of this Invitation.
- j. The District reserves the right to cancel the Contract Agreement for goods and/or services as outlined in this RFP, at any time, by providing 30 days written notice to the Vendor.
- k. The successful proponent must provide proof of a current business license for the District of Sparwood.

27. Commercial General Liability Insurance

The Contractor shall provide, maintain and pay for general liability insurance coverage, in the joint names of the Contractor and the Owner, with limits of no less than five million dollars (\$5,000,000) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof, with property damage deductible of two thousand dollars (\$2,000). Such coverage will extend throughout the length of the Contract period and subsequent warranty period.

28. Conclusion

Thank you for your interest in submitting a proposal. It is hoped that the information provided is of value and should anything be unclear, please contact Duane Lawrence at 250-425-6821 or dlawrence@sparwood.ca.

Part 3: Project Information

1. Introduction

This document outlines the overall scope of the RFP, sets out the requirements for the proposal document and provides the evaluation criteria to be used as the basis for awarding the assignment. The objectives of the RFP are to evaluate the Proponent's experience, technical expertise, project methodology, schedule and fees to provide the goods and or services for this assignment.

The District of Sparwood is seeking proposals from qualified electrical contractors and organizations experienced in the installation of LED lighting for the replacement of existing lighting in the Leisure Centre pool, arena, curling rink and racquet courts with L.E.D. lighting.

The project and award of this contract will consist of four parts, (1) Arena; (2) Leisure Pool; (3) Curling Rink; and (4) Racquet Courts. Each area will be review individually and awarded either wholly or in part.

2. Project Details

2.1 Arena Lighting

The arena lighting currently consists of a combination of eight foot T12 florescent fixtures and 320 watt metal halide high bay fixtures. Current lighting levels are estimated at an average of 22 fc measured at 3 ft.

2.2 Curling Lighting

The Curling rink lighting consists of 320 watt metal halide high bay fixtures which provide an estimated light level of 35 fc measured at 3 ft.

2.3 Leisure Pool

The pool lighting consists of 320 watt metal halide high bay fixtures supplemented by a variety of recessed and hung CFL and LED bulb fixtures. Light levels are unverified.

2.4 Racquet Courts

The two racquet courts contain a total of 24, 6 lamp T8 florescent tube recessed fixtures. Current ight output has not be measured.

3. Requirements

The below table outlines the requirements for all LED lights proposed for this project. A summary of facility information has also been provided. Proponents are advised that although the District has spent considerable effort in ensuring the accuracy of the information with this RFP and the below table all aspects of this project must be confirmed independently by the proponent.

FACILITY INFORMATION	POOL	ICE RINK	CURLING RINK	RACQUET COURT(S) X 2
Length (ft)	88	186	147	40
Width (ft)	98.4	84	66	20
Fixture Height (ft)	18	20	18	20
Max. Pool Depth (ft)	5.3	N/A	N/A	N/A
320 w Metal Halide	14	24	28	N/A
2 Lamp 8' T12	N/A	18	N/A	N/A
6 Lamp 4' T8	N/A	N/A	N/A	12
Voltage	347V	347V	347V	347V
LIGHTING REQUIREMENTS				
Type	LED	LED	LED	LED
Mercury & Lead Free	100%	100%	100%	100%
Material	Aluminum powder coated	Aluminum powder coated	Aluminum powder coated	Aluminum powder coated
Mounting	cables/conduit	cables/conduit	cables/conduit	flush mount
Cooling System	passive	passive	passive	passive
Lens	Sealed Tempered Glass	Sealed Tempered Glass	Sealed Tempered Glass	Polycarbonate lens or stronger
IP rating	IP66	IP66	IP66	N/A
Weight	N/A	N/A	N/A	Max 15 lbs
Colour Temperature	5000K	5000K	5000K	5000K
LM70	80,000 hrs	80,000 hrs	80,000 hrs	50,000 hrs
Reports	LM70, LM79, LM80	LM70, LM79, LM80	LM70, LM79, LM80	LM70, LM79, LM80
CRI	no less than 70			
Optics	Type 5	Type 5	Type 5	Type 5
Power Factor	0.9 or better	0.9 or better	0.9 or better	0.9 or better
Warranty	10 years	10 years	10 years	10 years
FC Minimum	30	45	45	40
Photometrics Required	no	yes	yes	yes
Avg./Min	N/A	2:01	2:01	2:01
Max/Min	N/A	3:01	3:01	3:01
Size Requirements	N/A	N/A	N/A	2' x 4'
Certification Required	CSA/ULc/cETL, DLC	CSA/ULc/cETL, DLC	CSA/ULc/cETL, DLC	CSA/ULc/cETL, DLC

3.1 Photometrics

Each facility must meet or exceed minimum lighting requirements as set out in section 3. Photometrics must be completed for the all areas, excluding the leisure pool, prior to the award of the contract and a final photometric report verifying light levels must be provided prior to the completion of the project.

3.2 Warrantee

Proposed lighting must be accompanied by a minimum of a 10 year comprehensive warrantee with a minimum LM70 80,000 hour lifetime warrantee on all LED's. Proof of warrantee must be presented with the proposal package.

3.3 Reports

All proposals must provide independent LM 70, LM 79 & LM 80 reports for each type of proposed lighting.

3.4 Installation

Proposals shall include the removal and replacement of existing lighting. Any electrical system alterations required for the optimum placement of the lighting, all supplies, materials, and equipment required to access, remove, replace, mount, and connect the proposed lighting shall be included within the proposal.

4. Alternate Solutions

If alternate solutions are offered, please submit the information in the same format as a separate proposal. Alternate solutions must meet or exceed anticipated energy savings, reduced maintenance requirements and minimum lighting requirements.

5. Form of Proposal

The RFT must including the following:

1. **Letter of interest**, detailing your understanding of the project and signed by a legally recognized official of the organization.
2. **Corporate Profile**, detailing your organizations knowledge and experience relating to the project.
3. **Equipment**, a detailed list of proposed equipment including all specifications and reports as required within this RFP.
4. **Photometric Report(s)**, for each area required by this RFP.
5. **Pricing/schedule of costs**, detailing all costs for carrying out this project. Costs must be broken down into the following areas:
 - A. Arena
 - B. Leisure Pool
 - C. Curling Rink
 - D. Racquet Courts
6. **Proposed Schedule**, outlining a proposed schedule for carrying out this project.
7. **References**, provide at least two references from similar projects
8. **Warrantee**, specific warrantees offered.
9. **Bid Sheet**.

The District of Sparwood requires that this project be complete no later than **September 12, 2014**.

Part 4: Bid Sheet

Request for Proposal: District of Sparwood Leisure Centre Energy Retrofit

Closing Date: July 10th, 2014 at 2:00 pm (MST)

The undersigned TENDERER has carefully examined the conditions & specifications (if applicable) contained within this TENDER and will provide the services as described in the bid package in response to the TENDER.

This TENDER is valid for 90 days.

<u>ITEM</u>	<u>Bid Price</u>
Arena	_____
Leisure Pool	_____
Curling Rink	_____
Racquet Courts	_____
Other _____	_____
Subtotal	_____
GST	_____
PST	_____
Total	_____

SIGNED AND DELIVERED

at _____ this _____ day of _____, 2014

Business/Organization Name

Authorized Signatory

Witness Signature

Name & Title of Signatory

Witness Name & Title

Address & Contact Number