

Request for Proposal

RFP No.2019-01



Friday, April 19, 2019

LED Lighting Retrofit HICKORY WOODS HOME AREA

Deadline for Receipt of Proposals: Friday June 07, 2019 by 12:00 p.m.

Proposals are to be addressed to John Fournier and submitted either personally to the reception area at Strathmere Lodge, 599 Albert Street, Strathroy, ON N&G 3J3 or by e-mail to John Fournier (jfournier@middlesex.ca).

The Administrator for this Project is:

John Fournier, Environmental Services, jfournier@middlesex.ca

599 Albert Street Strathroy ON, N7G-3J3 – T: (519) 245-2520 – F: (519) 245-5711

1) DEFINITIONS

In this Request for Proposal, in addition to terms defined elsewhere in this Request for Proposal, the following terms have the following meanings:

“Mandatory Requirement” has the meaning described in section 3(a) of this Request for Proposal.

“Project” means the totality of all of the work described in this RFP.

“proposal” means the complete document package required by the terms and conditions of this RFP inclusive of the RFP response form.

“Rated Requirement” has the meaning described in section 3(b) of this Request for Proposal.

“Request for Proposal or RFP” means this document inclusive of all definitions and provisions contained therein.

“Respondent” means the individual or entity responding to this RFP that has submitted a Proposal that is compliant with the terms and conditions of this RFP.

“Substantial Compliance” has the meaning as set out in section 3(c) of this RFP.

“Successful Respondent” means the individual or entity that is scored the highest in accordance with the Rated Requirement Best Evaluation Criteria set out in section 6b) of this RFP and receives a recommendation from Strathmere Lodge.

2) BACKGROUND AND INTENT OF THIS RFP

Strathmere Lodge is owned and operated by The Corporation of the County of Middlesex (the **“County”**) and has been approved for retrofitting a portion of the facility (Strathmere Lodge) with LED lighting.

Strathmere Lodge is seeking proposals from qualified firms to retrofit existing standard lighting to LED lighting (including proper disposal of all materials being replaced) in partnership with Guillevin International Central Region Lighting and Lighting Control Specialist.

To obtain a material list and quotation of the material, along with layout of the areas to be retro fitted, please contact Scott Wellwood (see below for contact information)

Scott Wellwood
229 Adelaide Street
London Ontario
Ph 519-673-1800 ext 320
Cell 226-378-4863
scott.wellwood@guillevin.com

3) PROPOSAL CONTENT AND DOCTRINE OF SUBSTANTIAL COMPLIANCE

This RFP includes both mandatory and rated requirements. Strathmere Lodge requests proposals which:

- i. confirm and demonstrate compliance with all of the stated mandatory requirements; and
- ii. should address or respond to each of the stated rated requirements.

a) Mandatory Requirements

Mandatory requirements are expressed in this RFP using terms such as “**must**” or “**shall**” and are followed by the letter **(M)** in section 5 of this RFP.

These mandatory requirements will be understood to constitute imperative requirements of Strathmere Lodge with respect to this RFP. Respondents are required to provide a clear response to each mandatory requirement item in their proposals. If a mandatory requirement is not provided in a proposal, that proposal will be considered non-compliant with this RFP and will be unable to be evaluated/scored under the Rated Requirements Best Value Evaluation Criteria (see Evaluation Methodology in section 6 of this RFP) unless the doctrine of substantial compliance (as defined in this RFP) is deemed to apply by Strathmere Lodge in its sole and absolute discretion.

If a mandatory requirement is not technically feasible, not in line with industry standards, or contradicts other requirements, the Respondent should state so in writing to John Fournier (jfournier@middlesex.ca) on or before Friday May 10, 2019 at 12:00 p.m. such that the concern may reasonably be addressed by Strathmere Lodge at its sole and absolute discretion through an Addendum, pursuant to section 9a of this RFP.

b) Rated Requirements

Proposals will be evaluated and scored pursuant to the Evaluation Methodology set out in section 6 of this RFP. The Rated Requirements Best Value Evaluation Criteria rates how strongly and the ease at which the characteristics of the mandatory requirements provided in proposals meet the Strathmere Lodge’s needs based on a “best overall value”. Rated requirements in this RFP are followed by the letter **(R)** in section 5 of this RFP and will be assessed/scored by Strathmere Lodge in accordance with the Rated Requirements Best Value Evaluation Criteria set out in section 6b of this RFP.

Note to Respondents: It is essential that proposals are stated in a clear and concise manner. Failure to provide complete information as requested will be to the Respondent’s disadvantage.

c) Doctrine of Substantial Compliance

While it remains Strathmere Lodge’s prerogative in its absolute and sole discretion to exclude any proposal from further evaluation or consideration for having failed to meet a mandatory requirement, Strathmere Lodge nevertheless reserves the right in its absolute and sole election to determine that a proposal substantively complies with a mandatory requirement. In such a case, substantive compliance means where the solution proposed or the proposal itself:

- i. accomplishes a mandatory requirement using an alternative method than that envisaged by the Strathmere Lodge; and
- ii. the degree that the proposal is apparently non-compliant with the specified requirement is considered by Strathmere Lodge to be minor and not material to the overall procurement intent of this RFP.

4) AWARD and POTENTIAL CONTRACTUAL DISCUSSIONS

Strathmere Lodge reserves the right to accept or reject any and or all proposals and/or to cancel this RFP in its entirety for final cancellation or potential reissue either in advance of or following the receipt of proposals without providing reasons, should such be determined by Strathmere Lodge to be in its best interest in its sole and absolute discretion. Should only one proposal be received, Strathmere Lodge reserves the right to reject it.

Strathmere Lodge does not guarantee that any proposal will produce a recommendation, or that any contract for services will ultimately be approved and endorsed by Strathmere Lodge. In the event there is a Successful Respondent to this RFP, the Award to a Successful Respondent will enjoy the sole ability of being able to discuss a potential contract with Strathmere Lodge, which Strathmere Lodge ultimately may approve or disapprove.

In the event there is a Successful Respondent to this RFP but the end result of negotiations is not a contract approved by Strathmere Lodge, the Lodge reserves the right and ability to either negotiate with the next highest scoring Respondents in sequential order pursuant to the Evaluation Criteria or to cancel this RFP in its entirety for final cancellation or potential reissue.

Regardless of whether or not there is a Successful Respondent to this RFP and in the event that no contract is approved by Strathmere Lodge for whatever reason, the Respondent in endorsing the RFP Response Form does hereby acknowledge that no damages or liability flow from the inability for a contract to be reached and does hereby release and hold completely harmless Strathmere Lodge for any costs or damages incurred by the Respondent in preparing a proposal or negotiating with Strathmere Lodge.

5) MANDATORY AND RATED REQUIREMENTS OF THIS RFP

a) Mandatory Requirements (M)

Proposals **must (M)** at minimum, provide the following:

1. Name, size, location and description of the firm
1. Proposed schedule for completion of the LED retro-fit and contract documents, including an estimated timeline for the completion. **Deadline for completion of this project is Monday September 30, 2019.**
2. List of staff that will participate in the retro-fit and contract administration team including resumes outlining their technical background and previous experience with similar projects
3. List of sub-consultants who will be used to complete any portion of the detailed inspection outside of the companies' own firm
4. List of similar projects undertaken by the firm, including references

b) Pricing Model (M)(R)

Proposals must (M) at minimum, provide the following:

1. A fee for the completion of the contract documents.
2. A fee for the administration of the contract including tendering process.
3. A fee for the project management component of the project including contract inspection expenses.

c) Experience and Qualifications (M)(R)

Respondents must provide three (3) references that Strathmere Lodge may contact. Respondents should provide a description of their current and past experience in providing similar work for other clients. As well, please provide three (3) examples of current work that you are particularly proud of. Strathmere Lodge may also rate its past experience with the Respondent.

d) RFP Response Form (Acknowledgement) (M)

An original or scanned copy of an originally endorsed RFP Response Form must be provided to John Fournier (jfournier@middlesex.ca) by the deadline for receipt of proposals (Friday June 07, 2019, 12:00 p.m.) for the proposal to meet the Mandatory requirements of this RFP. In the event a scanned copy by the deadline, an original may follow and be received by Strathmere Lodge following the close of the RFP without the proposal being deemed non-compliant with the RFP.

e) Strength of Mandatory Requirements (R)

How strongly, creatively, and the ease at which the characteristics of the mandatory requirements meet the specific characteristics of the mandatory features (5a-d above) and meet Strathmere Lodge's intention and needs stated in section two (2) of this RFP will be rated (R) pursuant to the Rated Requirements Best Value Evaluation Criteria set out in section 6)b) of this RFP.

6) EVALUATION METHODOLOGY

a) Examination for Compliance with Mandatory (M) Requirements

Proposals will first be examined for compliance with the mandatory requirements of this RFP. If a mandatory requirement is not provided in a proposal, that proposal will be considered non-compliant with this RFP and will be unable to be evaluated/scored under the Rated Requirements Best Value Evaluation Criteria (section 6)b) of this RFP) unless the doctrine of Substantial Compliance (as defined in this RFP) is deemed to apply by Strathmere Lodge in its sole and absolute discretion.

b) Rated (R) Requirements Evaluation Criteria

The rated requirements of compliant proposals will be evaluated under the Rated Requirements Evaluation Criteria provided in the table below. The Rated Requirements Evaluation Criteria rates how strongly and the ease at which the characteristics of the mandatory requirements provided in proposals meet Strathmere Lodge's needs based on a "best overall value" rated formula.

The proposal which includes the lowest cost or any proposal at all will not necessarily be accepted by Strathmere Lodge. The basis for selection of a potential proposal for negotiations with Strathmere Lodge will be the proposal that provides the best overall value as determined by the exercise of the Rated Requirements Best Value Evaluation Criteria. In the event a proposal is selected by Strathmere Lodge, the award is a recommendation for the Successful Respondent to be able to negotiate a potential contract with Strathmere Lodge.

ITEM	RATED REQUIREMENTS EVALUATION CRITERIA (BEST VALUE)	EVALUATION WEIGHING
1.	Strength of Mandatory Requirements 10 points	15%
2.	Pricing Model 20 points	20%
3.	Experience and Qualifications (including quality of references and successful completion of similar projects) 20 points	25%
4.	Implementation Plan and Timeframe 15 points	25%
5.	Overall Thoroughness/Professionalism of proposal 15 points	15%
TOTAL		100%

7) SUMMARY OF DOCUMENTS AVAILABLE TO RESPONDENTS

Appointments for tours of Strathmere Lodge can be arranged through either John Fournier (jfournier@middlesex.ca) or Brent Kerwin (bkerwin@middlesex.ca).

8) GENERAL CONDITIONS OF THIS RFP

a) General Conditions

Every Mandatory Requirement and other rights reserved in this RFP by Strathmere Lodge, regardless of whether not it is expressed to be a condition, shall be deemed to be a condition to this RFP.

b) Independent Contractor Status of Respondent; Declaration of Potential Conflicts

The Respondent acknowledges that in providing a proposal, it provides such as an independent contractor and for the sole purpose of potentially providing contractor services. Neither the Respondent nor any of its personnel are engaged as an employee, servant or agent of the County. Any potential conflicts of interest in which a Respondent may have with Strathmere Lodge or any employee of the County will be identified and described in detail in the proposal of each Respondent.

c) Indemnity, Insurance and Safety Acknowledgements

Strathmere Lodge expects Respondents to stand behind their work. The Respondent in submitting a proposal hereby acknowledges that in the event it/he/she were to enter into a potential contract with the Strathmere Lodge, the Successful Respondent would be required to:

- i) be fully responsible for its/his/her work on the Project;
- ii) release, indemnify and hold completely harmless Strathmere Lodge/the County of Middlesex from any and all liability, including legal costs, attributable to breach of contract, negligence and/or third party construction claims associated with the Respondents' work on the Project;
- iii) carry a Commercial General Liability Insurance policy on an occurrence basis in an amount and with appropriate policy coverage as determined to be appropriate by the County;
- iv) carry Errors and Omissions coverage for potential errors and omissions arising from the provision of its work in an amount determined to be appropriate by Strathmere lodge which is underwritten by an insurer licensed to conduct business in the Province of Ontario – such policy to be in force for each year of any potential contract and renewed for three (3) years post termination of any potential contract;
- v) confirm that all work to be performed on County property will be carried out in a manner that is in conformity with the *Occupational Health and Safety Act* and other legislative or legal requirements;
- vi) demonstrate the establishment and maintenance of a health and safety program with objectives and standards consistent with applicable legislation and with Strathmere Lodge and the County's Health and Safety Policy and requirements;
- vii) ensure that workers in his/her/its employ are qualified in competency-based training standards to perform the work described in this RFP, are aware of hazards in conducting electrical work, and wear appropriate personal protective equipment when providing service; and
- viii) provide a satisfactory clearance certificate from the Workplace Safety Insurance Board both prior to the commencement of work and at any time during the Project, stating that all assessments or compensation payable to the Workplace Safety Insurance Board have been paid and that coverage of its workers is valid.
- ix) Successful bidders are required to comply with the requirements of the Customer Service Standards under the *Accessibility for Ontarians with Disabilities Act*, as amended, and its related regulations. For a copy of the Act, visit www.e-laws.gov.on.ca. The Ministry of Community and Social Services has helpful information on its website www.accessON.ca on how to comply with the legislation. Successful bidders are required to submit the completed 'Accessibility Regulations for Contracted Services' form before commencing work.

d) Subcontracting and Assignment

The Respondent acknowledges that in any potential contract with Strathmere Lodge, no subcontracting or assignment of rights and obligations of the Successful Respondent will be permitted without the written consent of Strathmere Lodge.

9) ADDITIONAL SPECIAL CONDITIONS OF THIS RFP

a) Addenda

Strathmere Lodge reserves the right to revise this RFP up to the final date for the deadline for receipt of proposals (June 07, 2019, 12:00 p.m.). Any necessary addenda to this RFP will be forwarded directly to Respondents. Strathmere Lodge at its discretion may or may not change the date for submissions depending on the date and extent of any Addenda.

b) Question Period

In the event any Respondent has clarification question(s) on the requirements for the submission of a proposal pursuant to this RFP, such questions must be submitted by email to John Fournier (jfournier@middlesex.ca) on or before Friday May 10, 2019 at 12:00 p.m. Answers to all clarification questions with respect to the submission of a proposal will be provided in an addendum which will be forwarded to Respondents (if required) Thursday May 16, 2019. Only answers requesting clarification on the requirements for the submission of a Proposal will be answered.

c) Start Date

The Respondent must be able to commence work on the Project immediately upon endorsement of such contract.

d) Ownership of Work/Intellectual Property

The Respondent hereby agrees that in the event a contract is endorsed between Strathmere Lodge and the Successful Respondent, the Successful Respondent shall transfer, assign and convey to Strathmere Lodge all of the Respondent's right, title, interest and ownership in and to all information collected, sketches, drawings, digital files, documents and all other deliverables (hereinafter the "Intellectual Property") produced for the Project.

The Respondent represents that in advance of and at the time of such transfer of the Intellectual Property, it would have the right, title and/or interest in and to the intellectual property embodied in the Intellectual Property which it legally and validly assigns and conveys to Strathmere Lodge and would fully release, indemnify, hold harmless and defend Strathmere Lodge at its expense from any action brought against Strathmere Lodge, including but not limited to court costs, damages or settlements awarded against Strathmere Lodge should deliverables or any part thereof infringe upon any third-party's intellectual property rights including but not limited to copyright, trade secret, patent or industrial design rights, provided that:

- a. Strathmere Lodge promptly notifies the Respondent of any matter in respect of which the foregoing may apply and of which Strathmere Lodge has knowledge;
- b. Strathmere Lodge has sole control over the defence, settlement or compromise of any such action as long as such defence, settlement or compromise does not place any liability or obligation on the Respondent; and
- c. the action is not over any content or data provided to the Respondent by a third-party.

Strathmere Lodge agrees that in the event a contract for the Project is approved all skills, methodologies and processes used by the Successful Respondent in preparing the deliverables for Strathmere Lodge in connection with the Project, or which are otherwise developed or first reduced to practice by the Respondent in the performance of responding to this RFP or work on the Project, provided by the Respondent to Strathmere Lodge, which are patentable and capable of trademark or otherwise, shall remain the property of the Respondent. Strathmere Lodge agrees that it will not engage in the unauthorized use of the Respondent's skills and processes.

e) Confidentiality/Freedom of Information

The Respondent acknowledges that any and all information relating to the business and affairs of Strathmere Lodge which is not a matter of public record is confidential and that in the event it is able to negotiate a contract with Strathmere Lodge, any contract with Strathmere lodge will include a confidentiality clause requiring the strict protection of such confidentiality by the Respondent.

All documentation submitted to Strathmere Lodge by Respondents pursuant to this RFP is subject to MFIPPA, which is a provincial statute governed by the Province under the auspices of the Privacy Commissioner. The County Clerk has been designed by the Corporation of the County of Middlesex Council to make privacy determinations in accordance with MFIPPA.

Prior to any potential consideration of Proposal(s), Strathmere Lodge will attempt to treat all proprietary and personal information contained in proposals as confidential, so far as such is reasonably allowable by the provisions of MFIPPA, as amended. Strathmere Lodge, however, is required upon receiving a Freedom of Information request to release information as reasonably allowable pursuant to MFIPPA legislation or lawful order. The Respondent does hereby fully release and hold harmless Strathmere Lodge, the County of Middlesex, including their respective Warden, Councillors, officers, directors, employees, agents, consultants, representatives, and legal counsel from and against all responsibilities, claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, dues, accounts, covenants, or other proceedings of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed as a result of the release of information authorized under the provisions of MFIPPA or lawful order.

When proposals are considered before Strathmere Lodge, the Respondent does hereby consent to its proposal, including all proprietary and personal information contained therein, becoming a part of the public record and being released to the public as part of the public agenda. The Respondent does hereby fully release and hold harmless Strathmere Lodge, the County of Middlesex, including its respective Warden, Councillors, officers, directors, employees, agents, consultants, representatives, and legal counsel from and against all responsibilities, claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, dues, accounts, covenants, or other proceedings of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed as a result of the release of all information contained in their respective proposal, including proprietary and personal information, in the event the proposal is considered at a municipal Council meeting.

10) SUBMISSION OF PROPOSALS AND TIMELINE OF RFP EVENTS

a) Submission of Proposals

Please ensure that your proposal:

- includes the name and contact particulars of the Respondent
- follows the flow of this RFP document, including numbering
- includes name, contact information, experience and qualifications of all team members who would work on this project
- is addressed to John Fournier and submitted either personally to the receptionist at Strathmere Lodge , 599 Albert Street, Strathroy, ON N7G-3J3 or by e-mail to John Fournier (jfournier@middlesex.ca) by Friday, June 07, 2019 at 12:00 p.m.
- provides for and addresses all mandatory (M) and rated (R) requirements of this RFP (see s. 5 of the RFP)
- includes an original or scanned copy of an originally endorsed RFP Response Form (pg. 11 of this RFP), an original may follow and be received by the County following the close of the RFP without the proposal being deemed non-compliant with the RFP.

b) Timeline of RFP Events

Event	Date
Posting of RFP	Friday, April 19, 2019
Final date for submission of clarification questions (by 12:00pm)	Friday May 10, 2019
Posting of answers to clarification questions	Thursday May 16 , 2019
Deadline for receipt of proposals (by 12:00pm)	Friday June 07, 2019
Potential Date for Contract consideration	Friday June 14, 2019
Completion Date	Monday September 30, 2019



RFP RESPONSE FORM (ACKNOWLEDGEMENT)

Request for Proposal

RFP No. 2019-01

LED Lighting Retrofit

Hickory Woods Home Area

I/We have read and understand this RFP, including all Addenda to this RFP, and hereby agree to all of the terms and conditions noted in this RFP and all Addenda thereto.

Dated at _____, Ontario this ____ day of _____, 2019.

_____ Name of Respondent (please print)

_____ Address

_____ Telephone

_____ Fax

_____ Email

Per: _____ Signature of Respondent

_____ (Name), _____ (Position)

I have authority to bind the _____ (business type)

Sir/Madam:

I/We agree to supply all necessary labour, materials, plant, equipment and services for the execution and completion of the above noted Project in accordance with the RFP Documents for the contract sum of

_____ (Dollars (\$ _____) including all applicable taxes, custom duties and excise taxes (HST EXTRA) with respect to the Contract in accordance with all terms and conditions of the Tender.

The following amount for the Harmonized Sales Tax (HST) is extra to the above contract sum;

\$ _____.

