



REQUEST FOR PROPOSAL #RFP09-04

CITY OF WELLAND STREET LIGHT REPLACEMENT PROGRAM

CONSISTING OF REMOVAL AND DISPOSAL OF EXISTING HPS UNITS AND INSTALLATION OF LED LIGHTING AND GPS LOCATE AFTER EACH INSTALLATION

Issue Date: June 5th, 2009

PROPOSAL CLOSING: Proposals are to be submitted in a sealed envelope (supplied by the respondent) with the respondent's Company name and Proposal RFP09-02 clearly stated on the envelope and submitted to the Front Reception, Civic Square, Attention: City Clerks Department, 60 East Main Street, Welland, Ontario **no later than 2:15:00 pm, July 6th, 2009**. Proposals received later than the stated date and time will be returned to the proponent unopened.

Questions: Questions regarding this Proposal must be submitted in writing to City of Welland Purchasing Department, Attention Bart Menage, C.P.P., C.P.M. (bart.menage@welland.ca) **no later than seven (7) days prior to the closing date stated herein** in order to provide sufficient time for the City to prepare an addendum (if any). Questions received later than the stated date and time will not be acknowledged nor answered.

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Section 1.0 Proposal Submission Requirements

“RFP” shall be understood to mean the complete Request for Proposal Document including any addendums.

1.1 Named Parties

For the purposes of this RFP, the following parties are identified

Owner	Corporation of the City of Welland
City Representatives	David Ferguson, Manager of Parking and Traffic Operations (905) 735-1700 ext 2202 david.ferguson@welland.ca Bart Menage, Purchasing Agent (905) 735-1700 ext 2180 bart.menage@welland.ca

1.2 RFP Submission Procedure

The City has formulated the procedures set out in this RFP to ensure that it receives Proposals through a competitive process, and that Proponents receive fair and equitable treatment in the solicitation, receipt and evaluation of their Proposals. The City may reject the Proposal of any Proponent who fails to comply with any such procedures.

LED street lighting manufacturers seeking consideration for the undertaking of the Streetlight Replacement Program must submit a proposal. The proposal shall include a clear and concise discussion of each item in the Scope of Work, including the reasons for any changes made to the Scope of Work.

Proposal submissions must address the RFP content requirements as outlined herein, must be well ordered, detailed and comprehensive. Clarity of language, adherence to suggested structuring, and adequate accessible documentation is essential to the City’s ability to conduct a thorough evaluation. The City is interested in proposals that demonstrate efficiency and value for money. General marketing and promotional material will not be reviewed or considered.

Proposals may be mailed or hand delivered to the City Clerk’s Department. If sent by mail, proposal must be submitted in a sealed envelope or container (submissions made by fax, telephone, electronic message or telegram will not be accepted) displaying a full and correct return address. The responsibility of timely delivery is entirely up to the Proponent and it shall be understood that delays caused by any delivery service (including Canada Post and courier) shall not be grounds for any extension of the Deadline, and **Proposals that arrive after the closing date and time will not be accepted** and will be returned to the proponent unopened

1.3 Proposal Submissions

Proposals shall include the name, address, telephone and fax number, and email address of the Proponent and all sub-consultants. The following minimum information shall be provided:

- Description of Firm – brief history of Firm with highlights of services provided.
- Expertise - outline the qualifications and experience of team members, including all sub-consultants, to be assigned to the project.
- Team Organization – indicate respective roles and responsibilities of team members.
- Project Experience – provide a summary of experience with successfully completed projects of similar scope and size. This information may be used for references.
- LED specifications and information
- Schedules A to C (Section 8 Schedules and Appendices) must be included.
- Proponents must include sufficient information to respond to the individual evaluation criteria items stated in Section 4.0 below.

1.4 Proposal Submission Requirements: Preparation, Documentation, and Delivery

A duly authorized official of the proposing company must sign their proposal response. Full name, address and contact telephone numbers must be included with the proposal for the proposal to be considered valid. The completed and signed proposal (together with all required attachments) must be returned to the Municipality Clerks Department on or before the stated closing time and date for the receipt of proposals

Failure to provide an authorized signature and incomplete responses will result in the response being declared incomplete. The completed and signed proposal (together with all required attachments as outlined in the proposal document and in a sealed envelope clearly marked with the Proposal Number, the Proponent's Company name and address and properly addressed must be received in the location stated above on or before the closing time and date stated herein.

This Proposal and any and all addendums will be made available for download from the Municipality's website at <http://www.welland.ca/WeeklyInfo/Tenders.asp>

All participating proponents, by their signature hereunder, shall agree to comply with all the conditions, requirements, and instructions of this proposal as stated or implied herein. Any alteration, erasure, or interlinear insertions by the proponent in this Request for Proposal shall constitute cause for rejection of the proposal submission. Exceptions or deviations to this proposal must not be added to the proponent's proposal pages, but must be on the proponent's letterhead and must be affixed to the proposal submission.

Should the Municipality omit anything from this proposal which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, the proponent shall secure written instructions from Purchasing Agent prior to the time and date of the proposal opening as shown on the notice page of this Request for Proposal. The

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proponent may notify the Municipality's Purchasing Agent in writing: letter fax or e-mail regarding any issues of clarification. Questions must be received, at the latest, **seven (7) days prior to the closing date stated herein**. The Municipality at their discretion will answer the questions it deems most applicable by means of an addendum which shall be issued to all proponents and posted on the Municipality's website. The Municipality may elect to extend the closing date in order to accommodate questions when it is deemed to be in the best interest of the Committee.

Typographical errors in entering any information, data or prices on a proponent's proposal may result in loss of award of contract or purchase order that may arise as a result of these proposal documents.

Experience: Provide a summary table listing representative projects completed by the firm within the last ten years. From this list, provide a detailed description of at least three and no more than five examples of installation projects or related work. For each project, specify the date and scope of each engagement, a description of the installation, a list of key personnel, and the name and telephone number of contact person who may be used as a reference.

Quality Assurance and Quality Control Procedures: Provide a description of the techniques used by the firm to provide quality control and assurance. Discuss the results of those procedures on past projects performed by the firm.

Cost Proposal. The service provider must provide a total cost to accomplish the entire scope of work described herein and outlined in the proposal. The service provider must also include an estimate of the flat-rate monthly fees and guarantee no cost over-runs. The Manufacturer is required to specify any specific terms or conditions desired in a contract. The City has the final say on whether terms/conditions desired by the Manufacturer are included in the contract. Recommendations and/or suggestions relative to the project but not listed as part of the scope of work should be submitted as a separate cost item for consideration.

- The Manufacturer guarantees that the price incurred during Phase One will continue through Phases Two and Three and the City has the right to renegotiate the cost beyond the initial Phase.

All proponents are required to complete all information requested in this Request for Proposal. Failure to do so may result in the disqualification of the proposal.

The Municipality reserves the right to reject any and all proposals, or to award the contract for the items hereon, either in part or whole, or to waive informalities in proposals, if it deems it to be in the best interests of and provides the best value to the Municipality. The City also reserves the right to issue a subsequent RFP, and/or to select specific portions of the Proposal. It is to be understood and agreed by the Proponent that this RFP does not obligate the City to pay any costs incurred by the Proponent in the preparation and submission of a proposal, or an oral interview, if conducted. The City reserves the right to approve or reject any sub-contractors proposed to be used for work under this proposal

The Municipality reserves the right to negotiate the fees or terms with the highest ranked proponent for this project. Should negotiations with the highest ranked proponent not be successful, the Municipality reserves the right to enter into negotiations with the next proponent, or to cancel and recall the proposal request

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The successful proponent shall be in complete compliance with all of the specifications, terms and conditions of this proposal as outlined herein. .

No proposal shall be accepted from, or no contract will be awarded to, any person, firm or corporation that is in arrears to the Municipality, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to the Municipality or that may be deemed irresponsible or unreliable by the Municipality. Proponents may be required to submit satisfactory evidence that they have a practical knowledge of tennis program service delivery and that they have the necessary financial resources to perform and deliver the program outlined in this proposal.

The proponent agrees to abide by all the laws, regulations and administrative rulings of the Municipality.

In the event that this proposal requires a formal contract to be prepared by the Municipality, the successful proponent will properly complete, sign and furnish any necessary performance bonds, insurances, Workers' Compensation, etc., as stated herein within ten (10) days from the date of receipt of the formal contract forms from the Municipality.

1.5 Proposal Closing Date and Time

Proposals must be properly addressed with the name of the firm and the description "RFP09-04: LED Streetlight Replacement Program" and **MUST BE** delivered to the City of Welland by no later than **2:15 p.m. local time on July 6th, 2009.**

**Delivery to:
City Clerk's Department
The Corporation of the City of Welland
60 East Main Street, Main Floor
Welland, ON L3B 3X4**

Late or misdirected proposals will not be considered and will be returned to the proponent.

1.6 Project Timeline

This project is subject to City Council and yearly City Council budget approval. The following dates are the expected dates for commencement:

- April 2010 commencement of Phase 1 for the installation of 2000 LED units
- April 2011 commencement of Phase 2 for the installation of 2000 LED units
- April 2012 commencement of Phase 3 for the installation of 2000 LED units
- The installation of units will encompass entire zones that will be identified by the manufacturer and City of Welland staff.

1.7 Proposal Timeline

The proposal process will be governed according to the following schedule listed below. Although every attempt will be made to meet these date's, the City reserves the right to modify any or all of the dates at its sole discretion.

June 5th, 2009	Release of Request for Proposal
June 26 th , 2009	Submission Deadline for Questions for Project
July 6 th , 2009	Submission Deadline for Proposals up to 02:15:00 pm.
July __, 2009	Interviews for Short Listed Project Management Firms (Max 3)
Sept, 2009	Recommendation report to General Committee/Council
March 2010	City of Welland awards contract

1.8 Form of RFP Submission

The proposal submission shall be typewritten on pages 8 ½ x 11 inch in size. Contents shall be divided into sections as itemized in Section 4.2. **Three (3)** copies of each submission are required, consisting of **one** original with original signatures (signed by an authorized officer of the company) and **two (2)** copies. The original submission must be marked "**Original**" on its cover. All required attachments and addendums **must** be included.

1.9 Workplace Safety and Insurance Board and Liability Insurance Documents

The successful Respondent shall provide to the City of Welland, within fourteen (14) calendar days of written award notification from the City, documents from the Workplace Safety and Insurance Board and Liability Insurance documents in the form and in the amounts specified in the RFP. Failure to provide these documents in the form and in the amount specified shall be cause for the City to not execute the contract with the said Proponent and to take any steps it deems necessary as a remedy for this action.

1.10 RFP Opening

Proponents are advised that there will not be a public opening for this request for proposal. Proposals received, by the date and time of closing, will be opened administratively by specific members of City Staff at a time shortly after the stated closing date and time. Following the opening of the proposals received, only the names of the Proponents submitting a response to the RFP shall be made available.

1.11 Content of RFP Submissions

The content including pricing and costs contained in any RFP submission will not be provided, revealed or in any way commented upon to any person or company until the City has conducted a review of all RFP submissions received and after recommendation to award in accordance with established City policies.

1.12 Payment

The City and the selected Manufacturer will enter into a "Not to Exceed" contract. The not to exceed amount will include all direct and indirect labor charges, material cost, overheads, and profits plus all other fees and charges including expenses.

The City will pay the Manufacturer for services as they are performed and invoiced less any applicable penalty

Section 2.0 Introduction, Background and Overview

2.1 Introduction

The City of Welland, known officially as “The Rose City”, Welland is home to over 50,000 residents who represent a blend of many different cultures. Our community is the proud host of an abundance of investment and recreational opportunities and is conveniently located in the centre of Niagara Region.

On February 10th, 2009, council for the City of Welland approved the changes to the City’s Engineering Standards to require LED street lighting installations and further approved a change to the street lighting maintenance standards. Staff was directed to begin reviewing costs associated with replacing the existing streetlights with LED streetlights over a 3 to 5 year period and report back to Council with recommendations.

With this in mind, the Corporation of the City of Welland is seeking proposals from qualified LED Street Light Manufacturers to undertake the replacement of 5,903 street lights to LED in various areas of Welland, ON over a three (3) year period. The Successful Proponent will be responsible for the comprehensive oversight, management and control of the project throughout all phases to achieve prescribed objectives defined in terms of time, quality and cost.

2.2 Project Overview and Background

The City of Welland’s focus on the environment and sustainability ensures the continued development and promotion of ‘green’ possibilities and policies which results in projects that *embrace the protection and end enhancement of the environment.*

It is through this commitment to conserving energy that the City of Welland services intended to limit greenhouse gas emissions into the environment through LED and alternative energy source initiatives thereby improving air quality through reductions in energy usage and maintenance cost..

In 2007, the City of Welland became the first municipality in North America to install Light Emitting Diodes (LED) streetlights on a public roadway. As part of the Downtown Infrastructure Improvements program, the City of Welland has also replaced its existing decorative streetlights with LED. As a result of this success, numerous municipalities throughout North America have begun to follow this direction.

The advantages of LED technology are a reduction in energy consumption, maintenance costs and the reduction of harmful gases into the environment. As a result, City staff prepared to move forward with modifying the existing engineering standards to incorporate LED lighting for all new developments.

Through discussions with Welland Hydro, it was been determined that there was no maintenance policy in place. As a result, staff prepared these standards for the City of Welland to outline when maintenance should be completed. It is felt that by providing this standard it would assist Welland Hydro in addressing requests and possibly assist in reducing maintenance costs the City of Welland currently pays.

2.3 Information and/or Studies Relevant to this Project?

LEDs Article on the City of Welland’s LED initiatives – can also be viewed at <http://www.ledsmagazine.com/features/6/5/7>

Section 3.0 Terms of Reference

3.1 Purpose

The purpose of this program is to assist the City of Welland in reducing energy consumption costs, reduce maintenance costs and reduce the emission of harmful gases into the environment.

The selection of the successful Manufacturer is subject to Council approval and phases are subject to Capital/Operations Budget submission and approval. It is expected that this project will commence in 2010 through 2012.

3.2 Scope of Work

The Corporation of the City of Welland, acting on the approval from City Council, is seeking proposals from experienced LED Streetlight Manufacturers to undertake the replacement of 5,903 streetlights to LED in various areas of the City Of Welland.

The Contractor will be responsible for providing all of the personnel, materials and resources necessary for the comprehensive oversight, management and control of the project throughout all phases to achieve prescribed objectives defined in terms of time, quality and cost. The following is intended to give an overview of the scope of the project but is not intended to be an exhaustive listing of all work activities.

The work includes the supply, installation and **acquisition of UTM GPS location coordinates** of LED units and discarding of the old HPS units in an environmentally safe and responsible manner. A total of 5,903 units will be replaced in total and the program will be phased over a three year period, encompassing the installation of;

- 2000 units/phase 1,
- 2000 units/phase 2, and
- 2000 units/phase 3
- (97 units to be placed in stock consisting of various quantities as described below).

WATTAGE	UNITS	STOCK	WATTAGE	UNITS	STOCK
50	27	1	100	3273	30
55	6	1	120	5	1
70	1074	25	150	991	25
80	2	1	250	466	10
90	49	2	400	10	1

Total: 3,816 Elliptical Style (Cobra Head), 2,086 Post Top Luminaires

Your proposal should outline how you will provide ongoing creative expertise and resources aimed at accomplishing the requirements. It is through the successful proponent's enhancements that the City expects to improve the completion of required tasks in the most cost effective and safest way.

Your proposal should address how your company will develop, manage and foster a good working relationship with the City's Traffic Division team.

3.3 Additional Service Performance Requirements

1. Meetings – The successful manufacturer shall have a start up meeting with the City's Manager, Traffic and Parking Operations establish methods of coordination, review scope of work, determine information and permits required, and review schedule for each phase of the project. Following this, meetings shall be held on a need be basis.

The service provider shall be responsible for the effective administration and management of the whole project, and for quality of data. The service provider shall respond to identified field issues within 24 hours of notification by the City.

2. Project Website - A project website shall be maintained through the Manufacturers website with a link hosted on the City of Welland web-site and include, as a minimum:
 - GIS based map of the areas completed.
 - All other relative information to the project, units and energy savings available.

Data must be archived through a web-based data management system and posted to the project website on a weekly basis.

The above features shall be made available without the requirement for acquisition of additional software; all upgrades to the web features shall be done on-line and without any requirement to update or access the City's computer system.

Project Duration: As described, this project will be phased over a three year period and is subject to yearly City Council Budget approval and initial City Council approval of the project. However, it is anticipated that the project will begin Phase One in April 2010 and be completed by December 2010. The duration or following phased as noted is not guaranteed and the project may terminate earlier as deemed appropriate by the City.

The City shall provide the service provider with ten (10) days notice that the project is completed or otherwise being terminated.

Billing shall be based on the units provided and installed.

3. All work within this scope must be guaranteed and must meet the minimum guarantees applicable to this project:
 - a. Field crews must be ESA Certified.
 - b. No cost overruns. The Manufacturer will not be permitted to extra bill for any work within the scope of this project, all parts, service and data will be provided within the time lines and costs stipulated within this contract.

4. Final Report: The Manufacturer will produce a final report within 30 days of the completion of installation and removal of street lighting units at then end of each Phase. The final report shall include, at a minimum:
 - a. Listing of each roadway completed
 - b. Number of units installed and removed on each segment of roadway
 - c. All appropriate GPS documentation.

A CD containing a comma-delimited text file containing all of the GPS location coordinates of the light units in UTM (Universal Transverse Mercator) format. For each street light unit there must be a location coordinate having an accuracy of no less than one (1) metre and no more than three (3) (e.g. 4 metres is not acceptable).

3.4 Project Management

The City views Project Management as the comprehensive management and control of all aspects of the project throughout all phases of its life cycle to achieve prescribed objectives defined in terms of time, quality and cost. Through the application of appropriate management techniques, the contractor will direct and coordinate the efforts of the Project Team to achieve the objectives of the project to meet City's requirements.

The Engineering Division and Planning Division will be involved in the outcome of this report to ensure that new developments implement LED lighting and to ensure the Engineering Standards are being followed. Welland Hydro will be involved in the maintenance of street lighting equipment.

3.5 Designated Project Manager

The proponent shall identify within its proposal submission an individual who shall be the Designated Project Manager ("DPM"). The DPM shall be the project management firm's project manager responsible for the delivery of service to the project. The DPM, and not subordinate staff, shall at all times be directly responsible for the management of the project. The DPM shall be responsible for attending and chairing meetings of the project team for the duration of the project. The DPM shall not be replaced without the prior written consent of the City.

3.6 GPS Location Requirements (Optional)

The following specification is submitted for the purpose of providing the GPS point locations. Given that costs relating to greater than 1 metre accuracy would be cost prohibitive, proponents are asked to provide one (1) metre to three (3) metre accuracy. The City of Welland PSAB Inventory Requirements will be recording two (2) asset categories (street light and lampposts)

Attributes

- Location of Street light pole in UTM coordinates with 1-3 metres accuracy.
- Type of light: LED, HPS or other
- Pole Material: (e.g. concrete, galvanized metal, wood, etc)
- Pole Type:
- Pole height
- Pole # of parts (anchor base/ base/shaft/shade and type of shade where applicable)
- Number of Arms: Possibly one pole with two arms.
- Hydro: Record identification numbers for cross reference.
- Arm Material: length/reach, rise/curve upward
- Arm Type: (inclined pipe, straight pipe, radial pipe, radial davit, elliptical davit, straight truss, radial truss),

All of the above clarifications factor into the cost/valuation and illumination area of the light.

A CD containing a comma-delimited text file containing all of the GPS location coordinates of the light units in UTM (Universal Transverse Mercator) format. For each street light unit there must be a location coordinate having an accuracy of no less than one (1) metre and no more than three (3) (e.g. 4 metres is not acceptable).

3.7 Metric Conversion

Be responsible for all conversion of dimensions from metric units to imperial units and vice versa, not provided herein or on the drawings. All such conversions shall be approved by the City. However, such approval does not relieve the contractor of his responsibility for the correctness of the conversions. This matter shall be discussed by the contractor and the City prior to the beginning of any work on the site.

3.8 Existing Services

The contractor shall exercise extreme caution when working near existing utilities, whether above or below ground and damage of any nature or from any cause is the complete responsibility of the contractor. The contractor shall also be responsible for notifying the various utilities and arranging for proper stakeouts. The bracing of any poles, if necessary, will be done by the contractor at his expense. The City will not be responsible for delays in construction (if any) resulting from interference with utility relocations.

3.9 Disposal and Use of Excavated Materials (if applicable)

Material excavated in carrying out the work of the various items included in this Contract and which is unsuitable for or which is surplus to the requirements for backfill or fill construction, shall be disposed of outside the Contract limits. The disposal site(s) shall be located and arranged for by the Contractor and approved by the City prior to use. All arrangements shall be in writing and a copy of each agreement shall be given to the City.

The contract price for the item requiring such work shall be compensation in full for excavating, loading, hauling, placing and trimming and for all other work which may be required to dispose of the unsuitable or surplus material and for providing a suitable site for material which is to be

disposed of outside of the right-of-way

3.10 Traffic Control Person

The Contractor shall note that all costs incurred for the use of traffic control persons, if ordered by the City, shall be considered to be included in the unit price tendered for the appropriate items.

The TCP'S must comply with requirements set out by the Occupational Health and Safety Act and Regulations for construction projects.

3.11 Redundant or Defective Materials

As directed by the City, the Contractor will consult with the City representative to seek approval prior to disposing of all redundant and/or defective materials in an environmentally safe and responsible manner. The Contractor shall receive no compensation for the cost to removed said materials, as this work shall be considered to be included in the unit price proposed.

3.12 Provision for Traffic and Signing and Sequence of Operations

The contractor will be responsible to ensure that all provisions relating to Traffic Control during working periods **shall meet or exceed** the requirement outlined in Book 7 of the Ontario Traffic Manual.

In accordance with Book 7 of the Ontario Traffic Manual, the Contractor shall supply and erect all advance warning and project signs, barricades, delineators, flashing lights and such other protection as may be required by the City to protect the traveling public during the course of the Contract, all cost to be borne by the Contractor.

The Contractor shall comply with Regional Police and Fire regulations regarding notification of all interested parties concerning the construction work and provisions for traffic movement.

The Contractor will be permitted, upon the approval of the City, to close streets within the limits of the contract to through traffic as deemed necessary by the City. The closure may remain in effect during actual working hours and traffic shall be detoured onto existing streets. The Contractor shall maintain local traffic for vehicular access to all businesses, residences, etc., and all parking areas of same, at all times during construction. At the completion of each working day the Contractor shall provide two lanes of vehicular traffic and maintain at least one lane of traffic on any street under construction in the immediate vicinity of any open excavation, all cost to be borne by the Contractor.

To maintain access to all properties may involve the work of constructing temporary entrances, blocking only one driveway at a time, or carrying out such work as may be required to provide the minimum amount of disruption.

The Contractor may be permitted to temporarily block access if the Contractor can provide alternate or limited access that is acceptable to the respective property owners. All such arrangements and provisions must be approved by the City in writing. All costs shall be borne by the Contractor.

All pedestrian traffic within the contract limit must be maintained at all times during construction. The Contractor shall supply and place ramps to provide access for

pedestrians to houses and other locations as required by the City. All costs shall be borne by the Contractor, if normal access has been blocked as a result of construction.

The work shall be phased to maintain maximum accessibility to the area within the contract limits.

3.13 Reporting and Monthly Invoicing Requirements

The City will provide the contractor with a list (work form) on a "weekly" or an "as needed" basis which will identify the location of conversions.

All luminaries shall be checked thoroughly by the contractor for damaged or defective parts. All defective Luminaires/poles shall be marked in the field with a band of red tape. All luminaries requiring the City's attention shall be reported on a deficiency report and submitted on a weekly basis to the City's Manager of Traffic and Parking Operations. Deficiencies are to be clearly defined during the initial kick off meeting but may include; (NA) could not access; (FW) Faulty Wiring; (R) Broken or Missing Refractor; Hand Hole cover (HH) missing or taped; (DF) Defective Fixture; (RC) Relay controlled

Unless otherwise specified, the successful bidder shall report weekly to the City's Manager of Traffic and Parking Operations by

- handing in their progress and deficiency reports
- providing a copy of each detailed work form and/or work report must be submitted to the for review and approval with the contractor's monthly invoice

3.14 Fees, Permits and Certificates

The Contractor shall provide authorities having jurisdiction (Electrical Safety Authority) ESA with information requested. The Contractor shall pay all fees obtain all certificates and permits required. The Contractor shall furnish certificates and permits when requested.

Section 4.0 Review and Evaluation of Proposals

4.1 Overview

The City is seeking RFP submissions from proponents who are both interested and capable of undertaking the project. The onus is on the proponent to show their knowledge, understanding and capacity to conduct the work outlined in this RFP. The responses will be assessed according to how well they assure the City of success in relation to the submission requirements. The detail and clarity of the written submission will be considered indicative of the respondent's expertise and competence. RFP submissions must be formal, on time, and not lacking any submission requirements. Where a submission satisfies the mandatory criteria, the City's Project Management Team will evaluate it, based on the evaluation criteria as outlined.

While this proposal has a GPS locating component, it shall be understood that this requirement is considered optional and may not be undertaken by the City of Welland. For the purposes of transparency, it shall be noted that all proposal submissions will be evaluated on the basis of the LED portion in accordance with the criteria stated in Section 4.2, namely, LED product, pricing, experience, Quality Control, Safety and References.

In the evaluating of proposals, the objective will be to select the offer(s) that will result in the lowest overall cost combined with best value for the Corporation which meets the specifications. Each compliant RFP submission will be evaluated by the City's Project Team comprised of staff representatives from the Traffic and Parking Operations and the Purchasing although the City of Welland reserves the right to solicit comments from Third Party organizations if deemed necessary. After receipt and review of the written proposal, the City may elect to have the proposal presented in person, or clarifications submitted in writing.

By responding to this RFP, proponents agree to accept the recommendation of this Team as to the selection of the successful proponent and acknowledge and agree that the City makes the final decision. The award will be subject to the approval of the City of Welland council and commencement of the project shall only begin after approval has been granted. All Manufacturers submitting a proposal will be notified, following final approval of the successful Manufacturer by City Council.

4.2 Evaluation Criteria

#	CRITERIA	%
1	Overview	5
2	LED Product Features and Performance Specifications and Warranty	35
3	Pricing Proposal	25
4	Experience: Contracting Firm, Project Team & Designated Project Manager (DPM)	15
5	Quality Control Systems and Experience, WSIB Experience	10
6	Workplace Safety Experience	5
7	References – Refer to the appendices	5
	TOTAL CRITERIA PERCENTAGE	100

Evaluation Criteria....continued

Section 1: Overview (Maximum of four (4) 8 ½" x 11" pages, one sided) Provide:

1. A narrative demonstrating the firm's understanding of the full scope of services
2. Confirmation of the firm's services responding to the required Scope of Services

Section 2: Work Program LED Product Features and Performance Specifications

(Unlimited 8 ½" x 11" pages, one sided) Provide:

1. Detail Information on each LED product being proposed. Include with each, a complete summary sheet which provides specification and response to product specific questions.

Section 3: Price Proposal (Refer to the form of Proposal Document) Provide:

1. A fixed price proposal to provide the services described in this RFP.
2. A fixed price proposal to provide the LED equivalents to the HPS lighting required
3. A fixed price proposal to provide the GPS locate services as described in this RFP.

Section 4: Organizational Experience (Maximum of ten (10) 8 ½" x 11" pages, one sided) Provide:

1. The Proponent Organization
 - a. Description of your firm and the type of services offered.
 - b. Ownership
 - c. Organization and management structure
2. Experience

Provide a table of comparable projects, involving the provision of similar services. Include in the table at least the following information:

 - a. Project Name
 - b. Client Name
 - c. Project Description
 - d. Project Value
 - e. Client Reference (name, title and phone number)
 - f. Demonstration of capability, capacity and experience of the project management firm in providing service to comparable projects.
3. Project Team
 - a. Identify the Project Team proposed for the project.
 - b. For each member of the Project Team, confirm the individual is a full-time, permanent employee of the Proponent
 - c. Describe the organization of the Project Team and how the team fits within the existing structure of the firm.
 - d. Demonstrate the experience and capability of the members of the Project Team
 - e. Provide resumes for all members of the project team clearly indicating that the personnel have a minimum of ten (10) years experience in the provision of the Scope of Services - While not an absolute requirement that all team members have ten years experience, the City will favour proponents whose team demonstrates the highest quality and quantity of experience; identification of the personnel's educational qualifications, professional affiliations, years of experience in the field, and the number of years with the firm.

Evaluation Criteria....continued

4. Designated Project Manager
 - a. Confirmation of the individual that will serve as the Designated Project Manager for the duration of the project assignment
 - b. Professional references and experience of the Designated Project Manager.

Section 5: Quality Control (Maximum of four (4) 8 ½" x 11" pages, one sided) Provide:

1. Evidence a formal corporate Quality Management System.
2. Confirm the registration of the firm's quality management system to the ISO 9000:2000 quality management standard (provide copy of Certificate of Registration) The City will consider firms that do not have this designation provided that they can demonstrate a proven record of successful involving projects of comparable size and scope of this project.
3. Describe the procedures that are used to monitor customer satisfaction to evidence satisfaction of the performance obligations of your Quality Management System.
4. Name your Quality Assurance Manager.
5. Indicate the methodologies the Project Manager will employ to obtain quality assurance and quality control in the delivery of services by the project consultants, the project contractor, and the Project Manager itself.

Section 6: Workplace Safety (Maximum of two (2) 8 ½" x 11" pages, one sided)

Consistent with City's efforts to weave health, safety, wellness and respect for the environment into the very fabric of our programs and services, the Proponent shall provide the following:

1. Evidence of registration and good standing with the Workplace Safety and Insurance Board (WSIB)
2. A current copy of the Proponent's Account Rate Profile from the WSIB, documenting the Proponent's workplace injury frequency and comparative industry averages
3. Evidence of the Proponent's Corporate Health and Safety Policy, and the measures taken to ensure its effective implementation within the work environment

4.3 Clarification of Proposals Received

The City, at its sole discretion, may clarify any aspect of this Request for Proposals or any proposal with any Proponent at any time as it relates to the RFP. Any such clarification will not alter the proposal and will not be constituted as negotiation or re-negotiation of the total price of goods or services to be supplied or performed by the Proponent as set out in the proposal at the close of the proposal call.

The City's right to clarify includes the right to request additional or missing information. The purpose of such clarification will be to enable the City to determine whether the Proponent's proposal complies with the RFP. The right of clarification is within the sole, complete and unfettered discretion of the City and may or may not be exercised by the City at any time and in respect to any or all of the Proponents' proposals. The right to clarify does not impose upon the City a requirement to clarify any part of a proposal where the proposal is deficient or otherwise not acceptable in any aspect.

Review with any Proponent shall not oblige the City to enter into a contract with such Proponent, and shall not constitute an acceptance of any Proponent's proposal. All discussions pursuant to this Section 3.3 shall be in writing in a form satisfactory for inclusion in the agreement and satisfactory to the City.

Section 5.0 Terms of Contract, Negotiations, and Agreement of Proponents

The successful Proponent will be required to enter into a contract as referenced herein with the City.

The award of any Agreement will be at the absolute discretion of the City. The selection of a recommended Proponent will not oblige the City to negotiate or execute an Agreement with that recommended Proponent.

Any award of an Agreement resulting from this RFP will be in accordance with the bylaws, policies and procedures of the City of Welland.

The City shall have the right to negotiate on such matter(s) as it chooses with the Preferred Proponent without obligation to communicate, negotiate or review similar modifications with other Proponents. The City shall incur no liability to any other Proponent as a result of such negotiation or alternative arrangements.

During negotiations, the scope of the services may be refined, issues may be prioritized, responsibilities among the Proponent, all staff and sub-consultants provided by it and the City may be settled and the issues concerning implementation may be clarified.

The Agreement form shall be in the form of a Standard Contract Agreement which shall contain terms and conditions in the interests of the City, including the Agreement Terms and Conditions as contained in this RFP. The Agreement will incorporate as schedules or appendices such parts of the RFP (including addenda) and the Proposal submitted in response thereto as are relevant to the provision of the goods and/or services. The City of Welland reserves the right to submit the Standard Consulting Agreement to its legal council for thorough review and to address any recommendation resulting from said review.

If the Agreement cannot be negotiated within (30) thirty business days of notification to the Preferred Proponent, the City may, at its sole discretion, terminate negotiations with that Proponent and negotiate an Agreement with another Proponent or abort the RFP process and not enter into any Agreement with any of the Proponents.

The process commenced by this RFP may be cancelled at any time by the City, and the City shall not be responsible for any loss, damages or expenses incurred by the Proponents.

Nothing in this document or the RFP process is intended to create a binding agreement between the City and any Proponent. This RFP process and any further steps are expressly subject to the approval and direction of the Council of the City, as required.

Except as expressly and specifically permitted in these instructions, no Proponent shall have any claim for any compensation of any kind whatsoever as a result of participating in this Request for Proposal, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.

Section 6.0 Instructions to Bidders

6.0 Definitions

"RFP" means this Request for Proposal package in its entirety, inclusive of all Schedules and Appendices and any Addenda that may be issued by the City of Welland.

"Agreement" and "Contract" means the RFP as issued by the City, the bidder's RFP submission to the City, the City's Form of Contract, and all drawings, appendices and all other documents and data of any type appended and affixed to these documents for the performance of the Work as described in this RFP. Agreement and Contract for purposes of this RFP have the same meaning.

"Project" means the City of Welland Street Light Replacement Program.

"City" and "Owner" and "Municipality" means The Corporation of the City of Welland.

"Council" means The City of Welland Council.

"Proponent" means a legal entity, being a person, partnership or firm that submits an RFP to the City.

"LED Streetlight Manufacturer" contractor

"Preferred or Successful Proponent" means the Proponent whose RFP submission as determined by the City through the evaluation analysis described in the RFP, provides the best overall value in meeting the requirements of this RFP, and with whom an Agreement will be considered.

"Services" means all services and deliverables to be provided by a Successful Proponent as described in this RFP.

"Work" means the total requirement for all services and deliverables as described in this Request for Proposal.

6.1 Proponent's Responsibility Prior to submitting a RFP

The proponent is expected to Thoroughly examine all the aspects of this RFP, including schedules, appendices, forms and addenda so as to acquire a clear and comprehensive knowledge of the requirements prior to submitting a Proposal.

There will be no consideration given by the City of any claim, after the submission of the RFP's by any respondent that any misunderstanding exists with respect to requirements of and conditions imposed by this RFP.

6.2 Questions Regarding the Proposal

Questions regarding this Proposal will only be received seven (7) calendar days prior to the stated RFP closing date and time to enable the City to prepare an addendum (if any) Questions received after this date, may not be acknowledged nor answered. Questions must be submitted in writing to Bart Menage, Purchasing Agent, City of Welland, (bart.menage@welland.ca)

No City representative, whether an official, agent or employee, other than the identified "Project Contact" is authorized to speak for the City with respect to this RFP, and any Proponent who uses any information, clarification or interpretation from any other representative does so entirely at the Proponent's own risk.

The City will not be bound by any representation made by an unauthorized person, but any attempt by a Proponent to bypass the RFP process may be grounds for rejection of its Proposal.

6.3 Presentations by Proponents

Following a review of all RFP submissions received, the City **may** notify selected bidders(s) to attend a meeting with City Staff. This meeting is intended for the clarification purposes only and is not intended as an opportunity for enhancing or adding to the bidder's RFP submission. This meeting is expected to be no longer than 60 minutes and would include a question and answer component.

6.4 Project Subject to City Council Approval

This RFP is subject to City Council approval and may be cancelled at any time without liability or claim against the City. The bidder agrees, by Submitting a RFP, that it has no claim due to cancellation of the RFP by the City either before or after the stated closing date and time.

6.5 Rights of the City

The Municipality reserves the right, in its absolute discretion to accept an RFP submission which it deems most advantageous to itself and the right to reject any or all RFP submission, in any case without giving any notice. The lowest or RFP submission will not necessarily be accepted. In no event will the Municipality be responsible for the costs of the preparation of the submission of a RFP from any Bidder.

RFP submission which contain conditions or otherwise fail to conform to the Instructions to Bidders may be disqualified or rejected. The Municipality may, however, in its sole discretion, reject or retain for its consideration RFP submission, which are non-conforming because they do not contain the content or form required by the Instructions to Bidders or for failure to comply with the process for submission set out in these Instructions to Bidders.

Except as expressly and specifically permitted in the Instructions to Bidders, no bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a RFP each bidder shall be deemed to have agreed that it has no claim.

6.6 Addendums and Written Communications

The City will not be responsible for any verbal (spoken) information from any City staff or staff from any Project Manager or Consultant or any other persons or firms retained by the City, or from any other person or persons who may have an interest in this RFP. Adjustments or changes to this proposal prior to the closing date and time stated herein will be by written addendum(s) only and said addendum(s) will be issued by the Purchasing Department of the City of Welland and posted electronically on the City's Bid Opportunity Website.

It is the proponent's sole responsibility to view this site often prior to the closing date and time stated herein to make themselves aware of any or all addendum(s) which can be downloaded from the site. Addendums(s) will not necessarily be sent to any proponent who has picked up this RFP.

The City's bid Opportunity Web Site is: <http://www.welland.ca/WeeklyInfo/Tenders.asp>

6.7 Notification to Bidders

Any notice that the Municipality may be required or desired to give to the Bidder shall for all purposes be deemed to have been sufficiently and properly given if forwarded by registered mail, courier, fax or E-mail and addressed to the Bidder and shall irrefutably be presumed to have been received by the Bidder on the third day following such delivery of notice.

6.8 Award Format

The successful proponent must execute a contract with the Corporation of the City of Welland.

The successful proponent must supply all required documentation to the City Representative within two (2) weeks of notification of award from the City. Failure by the successful bidder to comply with the above requirements will result in the cancellation of any intended award and the City may take any other actions against the said proponent it deems appropriate.

6.9 Withdrawal of RFP Submission

Companies will be permitted to withdraw their RFP Submission, unopened after it has been deposited, if such a request is received by the Purchasing Department or designate in writing, prior to the stated RFP closing date and time.

6.10 Obvious Error and Correction

The Municipality will make all obvious mathematical corrections to any RFP which is in error through addition or extensions; the corrected value prevailing.

6.11 Restrictive and Conditional Statements in RFP Submission

The City reserves the right to reject any RFP submission which is restricted by any wording, sentences, clauses, copies or agreements or contract samples included by the bidder in their RFP submission. The City shall make the sole determination of which of the above constitutes a restriction. Also, RFP submissions which are incomplete, conditional or obscure, or which contain additives not called for, erasures, alterations or irregularities of any kind, may be rejected

The City reserves the right to waive informalities at its' sole discretion.

6.12 Adherence to Requirements

The bidder is requested to adhere strictly to all requirements of this RFP including all appendices and addendums. Failure to do so may be sufficient cause for rejection of the bidder's RFP submission.

6.13 Sales Taxes:

Both G.S.T. and P.S.T. are extra unless otherwise stated herein.

6.14 Irrevocability and Firm Prices

The RFP submissions received from bidders are to be irrevocable and the prices quoted are to be in Canadian Funds and are to remain firm for acceptance for a period not less than ninety (90) days after closing date unless otherwise stated herein.

6.15 Freedom of Information

Any information including all work as described in this RFP, service or product details, prices, statements, and any other information provided by the bidder shall be kept strictly confidential and release of same, except for any details regarding this RFP stated in a report to the Council of the Municipality, shall only be granted in accordance with the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O. 1990, c. M.56 as amended.

6.16 Time is of the Essence The Municipality shall have the right to cancel at any time any contract or any part of any contract resulting from this RFP in respect to the goods, materials, articles, equipment, work or services, covered thereby, not delivered or performed by the specified time in this RFP and / or the bidder's RFP submission, without incurring any liability whatsoever in respect hereto. **"Time is of the essence"**.

6.17 Health & Safety

All services or work performed under this contract must be carried out in accordance with the terms and conditions of the **OCCUPATIONAL HEALTH & SAFETY ACT, R.S.O. 1990**, as amended. The Municipality reserves the right to obtain the Health and Safety records from the appropriate Ontario Government Ministry of the selected bidder and may determine its selection of the successful bidder based upon these records.

Pre-Start Health and Safety Review: A Pre-Start Health and Safety Review means the production of a report as required by *O. reg. 528/00* amending Section 7 of the Regulations for Industrial Establishments of the *Occupational Health and Safety Act, R.S.O. 1990* as amended. When Required by the Municipality, the successful bidder shall provide a Pre-Start Health and Safety Report.

6.18 Omission & Mis-statements

The several parts of the RFP shall be taken together to explain each other, and to make the whole consistent; and if it be found that anything has been omitted or misstated, which is necessary for the proper performance and completion of any part of the work contemplated, the contractor shall, at the contractor's own expense, and without making any extra claim, therefore, execute the same as if it has been properly described, and the correction of any such omission or mis-statement shall not be deemed to be an addition to, or deviation from the works hereby contracted for; nor shall such decision or correction entitle the contractor to any extension of time for the completion of the Contract.

6.19 Agreement in Writing Only No verbal arrangement or agreement, relating to the goods, materials, articles, equipment, work or services, specified or called for under this RFP, will be considered binding, and every notice, advice or other communication pertaining thereto, must be in writing and signed by a duly authorized person.

6.20 Standards and Legislation: Failure to Comply

The successful bidder may be required to provide written documentation that all materials proposed meet Municipal, Provincial and Federal Government standards, legislation and laws. Also, the successful bidder must comply with all laws, legislation, regulations, and provisions of the Federal, Provincial, Municipal Governments or any governmental agency as they pertain to the work described herein. Failure by the successful bidder to comply with these laws, legislation, regulations and provisions shall be just cause for the Municipality, at its discretion, to stop performance of this contract, until such times as the successful bidder complies with these laws etc. Also the Municipality may, at its discretion, award the contract to any other contractor or may re-issue the RFP. The Municipality may assess against the contractor any damages whatsoever as a result of failure to comply.

6.21 Failure to comply with all RFP Terms

Failure to comply with all terms, specifications, requirements, conditions and general provisions of this RFP, to the satisfaction of the Municipality, shall be just cause for the cancellation of the contract. The Municipality shall then have the right to award this work to any other contractor or to re-issue the RFP. The Municipality shall assess against the contractor any damages whatsoever as a result of failure to perform. In addition, the Municipality may, at its discretion, stop the performance of this work until such time as the contractor complies with all the provisions of this contract.

6.22 Work Completion Schedule

The successful bidder may be required to submit a complete work completion schedule.

6.23 Completion of Contract Terms and Conditions

The work shall be completed in all respects, except as may be otherwise specified herein, and the contractor shall execute the whole of the work with every possible dispatch and in a substantial and adequate manner, comprehending what may be reasonably implied from the specifications though not particularly shown or called for therein and the whole of the work shall be supplied and completed to the entire satisfaction of the Municipality and upon written confirmation from the Municipality that the work is complete.

Unless otherwise stated, the goods, materials, articles, equipment, work or services, specified or called for in or under this RFP shall be delivered or completely performed, as the case may be, by the Vendor as soon as possible and in any event within the period set out herein as the guaranteed period of delivery or completion.

The Bidder agrees to furnish to the Municipality, in conformity with the conditions set out herein and with any specifications, plans, price schedules, samples, instructions, addenda or other details, provided in connection therewith or referred to therein, the goods, materials, articles, equipment, work or services so specified or called for in this RFP at the prices quoted herein upon execution of a contract with the City.

6.24 Goods and Materials Suitable for Use

The Bidder warrants that any goods, materials, articles or equipment to be supplied under or pursuant to the execution of a contract based on this RFP, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose.

6.25 New Goods and Materials Only

Unless otherwise stated all goods supplied as a result of this RFP shall be new only, never used, of the latest manufacture and not re-manufactured.

6.26 Indemnification for Patents

The bidder shall assume the defence of and indemnify and save harmless the Municipality, its' officers, agents and servants from all claims relating to labour and materials furnished for the work, and to inventions, copyrights, trademarks or patents.

If the Municipality receives a claim that any product or part thereof (herein called "product") manufactured or supplied by the bidder infringes a Canadian patent, it shall notify the bidder promptly in writing and give the bidder information, assistance and exclusive authority to evaluate, defend and settle such claim. The bidder shall then at the bidder's own expense and option (1) settle such claim or (2) procure for the Municipality the right to use such product or (3) replace or modify it to avoid infringement, or (4) defend against such claim.

Provided such timely notice has been given by the Municipality should a court of competent jurisdiction hold such product to constitute infringement, the bidder shall pay any costs and damages finally awarded on account of such infringement and, if the use of such product is enjoined, the bidder shall take as its option, one or more of the actions under (2) or (3) above.

The rights and obligations of the parties with respect to patents or any other industrial property rights are solely and exclusively as stated herein.

6.27 Co-ordination of Services (Not Applicable to this RFP)

The successful bidder will be responsible for co-ordinating the response to, and involvement of, all other required services or facility suppliers, including Natural Gas, Hydro, Telephone, Water and all other services, as applicable.

6.28 Payment (Not Applicable to this RFP)

The normal payment term for the Corporation of the City of Welland is net 30 days. Payment terms shall only be modified at the sole discretion of the Municipality to take advantage of discounts for prompt payment or for other terms that shall be deemed to be in the best interests of the Municipality. Payment shall be in Canadian Funds.

The Bidder agrees that the Municipality shall be entitled to the discount stated herein if payment of invoices for the goods, materials, articles or equipment, work or services, specified or called for in or under this RFP, is made within the period specified herein after acceptance or satisfactory completion thereof, as the case may be, and the receipt by the Municipality of the invoice therefor.

For long term contracts, payment may be based upon a payment certificate basis with periodic payments made to the successful proponent. Such payment arrangements will be in accordance with the City's standard procedure for processing payment certificates.

6.29 Workplace Safety & Insurance Board Requirements

The successful bidder must be in good standing with all the provisions of the Workplace Safety and Insurance Board (WSIB) and shall furnish the Municipality with a "**letter in good standing**" from the WSIB prior to the start of any work. Following substantial completion of the work as determined by the Municipality, the contractor must furnish the Municipality with a "**Certificate of Clearance**" from the WSIB. For work of long duration the contractor must supply the Municipality with a "**Certificate of Clearance**" every 45 days. Progress payments will not be paid by the Municipality unless a valid

"**Certificate of Clearance**" is supplied to the Municipality. Payment for invoices will not be made unless the provisions stipulated above are fully met by the successful bidder. A final payment to the contractor will not be made unless this certificate is received from the contractor.

A successful bidder who operates under an "Independent Operator Status" must supply the Municipality with a document from the WSIB that clearly states that the WSIB has deemed that the successful bidder is classified as an independent operator as defined under the provisions as issued by the Workplace Safety & Insurance Board. Such document shall be required for each subsequent work under this contract and updated if the work covered under this contract is of an intermittent nature involving the same or different types of work over a determined period of time. The successful bidder will not be permitted to start any work under the contract until such document is received by the Municipality.

6.30 Insurance Documentation

The successful bidder shall furnish the municipality with a CERTIFIED copy of a liability insurance policy covering, written on a Commercial Form and is to include contractual liability and completed operations with damage coverage for a minimum amount of two million dollars (\$2,000,000.00) inclusive with a deductible not greater than five thousand dollars (\$5,000.00).

- 1 The Liability Insurance Policy shall not contain any exclusions of liability for damage to property, building or land arising from the removal or weakening of support of any property, building or land whether such support be natural or otherwise
- 2 The Liability Insurance Policy shall be written on an "occurrence basis" 'Claims Made' insurance policies will not be permitted.
- 3 The Liability Insurance Policy shall contain an endorsement certifying that The Corporation of the City of Welland is included as an additional insured;

The successful bidder shall also furnish the Municipality with a CERTIFIED copy of a Standard Automobile Liability Insurance Policy on both owned and non-owned vehicles with inclusive limits of not less than two million dollars (\$2,000,000.00) per occurrence for bodily injury and property damage with a deductible not greater than five thousand dollars (\$5,000.00).

All policies listed above shall contain:

- 1 A "Cross Liability" clause or endorsement;
- 2 An endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty (30) days advance written notice to the Municipality
- 3 Excepting for automotive insurance, an endorsement certifying that the municipality and those parties listed herein as Additional Insured. For all projects involving work on roads or property owned by others, it shall also include the municipality as an additional insured.
- 4 All policies listed above shall apply as primary insurance and not excess to any other Insurance available to the municipality.
- 5 All policies listed above to remain in force until final acceptance of the work / service described herein by the municipality.

The successful bidder shall note that the following words "**or from blasting or vibration from pile driving or caisson work**" may be deleted from the following clause of the Certificate of Insurance.

No exclusions for damage or loss from the removal or weakening of support of any property, building or land whether such support be natural or otherwise or from blasting or vibration from pile driving or caisson

work.

6.31 Removal and Disposal

Any materials as specified in this RFP to be removed and disposed shall be removed by the contractor and disposed of in a manner that is satisfactory to the Municipality. The entire job site shall be left in an orderly and appropriate condition upon the completion of the work.

6.32 Tools and Equipment

Any equipment, tools, supplies, materials, parts or any other items delivered to the job site by the contractor, prior to, during or after carrying out the work will be of the contractor's own volition and the contractor will be entirely responsible for same.

6.33 Construction Lien Act - (Not Applicable to this RFP)

The provisions of **The Construction Lien Act**, R.S.O. 1990, c. C.30, as amended shall be fully complied with by the contractor. A ten percent (10%) hold back of the entire amount of the contract price will be applied by the Municipality until all of the conditions and obligations of the Act have been fully completed.

6.34 Compliance With Laws and Acts

The Contractor shall comply with all Federal, Provincial and Municipal Laws, statutes, regulations and by-laws, relevant to this RFP including but not limited to: -*The Construction Lien Act*, R.S.O. 1990, c. C.30 (Not applicable to this RFP) -*The Occupational Health and Safety Act*, R.S.O. 1990, c. 0.1, as amended. -*Workplace Safety and Insurance Act*, effective January 1, 1998, as amended -*Highway Traffic Act*, R.S.O. 1990 c. H.8, as amended -*The Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended.

6.35 Bidder's Expenses

Bidders are solely responsible for their own expenses in preparing a RFP submission and for subsequent negotiations with the City, if any. The City will not be liable to any Bidder for any claims, whether for costs or damages incurred by the Bidder in preparing a RFP submission, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever, including the cancellation of this RFP at any time by the City.

6.36 Delivery Information

The prices stated in the bidder's RFP submission cover the goods, materials, articles or equipment, referred to herein, being delivered F.O.B. destination, freight, express, duty and all other charges prepaid, unless otherwise indicated herein. A detailed delivery ticket or piece tally, showing the exact quantity of goods, materials, articles or equipment, shall accompany each delivery thereof. A storekeeper's or other receiver's receipt shall not bind the Municipality to accept the goods, materials, articles or equipment covered thereby, or the particulars of the delivery ticket or piece tally therefor.

In the event that goods, materials, articles or equipment, specified or called for herein, are to be furnished from a point outside Canada at a price which is expressly not to include importation charges into Canada or delivery in the Welland area, the Canada Customs Invoice in quadruplicate, with Bill of Lading, Export Entry form, Express receipt of advice of shipment by Parcel Post, shall be mailed to the Finance Department,

60 East Main Street, Welland, Ontario, Canada, L3B 3X4

Should an additional tax or duty or any variation in any tax or duty, become directly applicable to goods, materials, articles or equipment, specified or called for in this RFP, subsequent to its submission by the Bidder and before the delivery of the goods, materials, articles or equipment, or the completion of the work or services covered thereby, pursuant to an official order issued by the Municipality the appropriate increase or decrease in the price of such goods, material, articles or equipment, shall be made to compensate for such changes as of the effective date thereof.

Unless otherwise stated, all goods, materials, articles or equipment supplied, and all work or services, performed, pursuant to this condition shall be subject to inspection by the Municipality at the point of unloading or the site of the work or services. No extra charge shall be made by the Vendor for packaging, packing or containers, unless otherwise indicated herein.

The Bidder agrees that the goods, materials, articles, equipment, work or services, specified or called for in or under this RFP, will be delivered or completed within the period set out herein as the guaranteed period of delivery or completion after receipt of an official order therefor.

6.37 Origin of Goods and Materials

Wherever possible, the goods, materials, articles or equipment, specified or called for in or under this RFP shall be of Canadian origin and manufacture.

6.38 Protection of the Municipality

The successful bidder shall at all times well and truly save, defend, keep harmless and fully indemnify the Municipality and its servants, employees and agents, from and against all actions, suits, claims, demands, loss, costs, charges, damages and expense, brought or made against or incurred by the Municipality, its servants, employees or agents, in any way relating to goods, materials, articles or equipment, supplied, or the supplying thereof, or work or services, performed, or the performing thereof, pursuant to this RFP, or relating to inventions, copyrights, trade marks or patents, or rights thereto, used in supplying such goods, materials, articles, equipment, or in performing such work or services or arising out of the subsequent use or operation of such goods, materials, articles, equipment or work.

6.39 Erasures and Alterations

Any erasures, alterations or cross-outs must be initialled in ink by the bidder. Failure to do so may result in the rejection of the bidder's submission by the Municipality.

6.40 Extension of Contract

The time period duration of any contract resulting from this RFP may be extended for a specific period provided that both the Municipality and the successful bidder agree to such extension. The Municipality may notify the successful bidder at any time to seek an extension.

6.41 Payment Holdback for Unsatisfactory Performance

The Municipality shall not pay the final invoice to the successful bidder for the work, services, products or materials stated in this RFP until the Municipality is fully satisfied that all terms and conditions stated in this RFP and all work, service performed, products or materials delivered shall be deemed to have been completed, installed or delivered to the complete satisfaction of the Municipality.

6.42 City not Employer

The bidder agrees that the Corporation of the City of Welland is not to be understood as the employer to any successful contractor nor to such contractor's personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of this RFP. Also, in accordance with the *Occupational Health and Safety Act*, the successful contractor herewith agrees to be the "constructor" as defined under this act.

6.43 W.H.M.I.S. Requirements

For all applicable products, the successful bidder must supply a supplier label and appropriate Material Safety Data Sheet under the W.H.M.I.S. legislation and Hazardous Protection Act for all controlled products to be supplied per this RFP. Any controlled good supplied without appropriate data sheet and proper labeling will not be accepted and will be returned at the sole cost to the successful bidder.

6.44 Additional Requirements

The Corporation of the City of Welland reserves the right to add or delete items listed herein following award of any contract resulting from this RFP. Unit prices stated by the bidder shall apply.

6.45 Successful Contractor's Liability

The successful contractor shall ensure that all contractors' staff who shall be performing any work as described or identified in this RFP on City property, shall perform such work in a safe and responsible manner. Any damage or destruction to the city's property, materials, equipment, environment and any other item that the city has responsibility for on the work site, that is determined by the city's representative to have been caused by the contractor or by the contractor's staff, shall be repaired, replaced by the contractor or the contractor shall make compensation for the full cost of the damage or destruction.

The city's representative shall specify a reasonable time period in which the contractor shall repair or replace said damage or destruction. In the event the contractor has not repaired or replaced the damaged or destroyed item(s) in the time specified, the city's representative shall seek other remedies including section c), below.

Monetary Compensation: If the said damage is not repaired or replaced by the contractor in the specified reasonable time period - per section b) above, the total amount of such monetary compensation shall be deducted by the city from the invoice(s) received from the contractor for the work. Where such monetary amounts may exceed the total value of the contract award, the city shall seek remedy through the contractor's insurance provider or surety provider or by other means that the Corporation of the City of Welland deems to be in the best interest of the City.

6.46 Limitation and Waiver of Damages

The Bidder, by submitting a RFP, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process. The Bidder, by submitting a RFP, also waives any claim for loss of profits if no agreement is made between the Bidder and the City.

6.47 Disclosure of Information Regarding RFP Submissions

Disclosure of any information regarding any RFP submission received by a bidder including notification of the name of the successful bidder shall not be made known until City staff has had sufficient time to review all RFP submissions received and a report recommending the successful bidder has been approved by the Council for the City of Welland. Any information regarding any RFP submissions received shall be in accordance with the *Municipal Freedom of Information and*

Request for Proposal RFP09-04: City of Welland Street Light Replacement Program

Protection of Privacy Act R.S.O.1990, c. M.56 as amended.

6.48 Order of Precedence

In the event of any inconsistency or conflict in the contents of the following documents, such documents shall take precedence and govern in the following descending order: -Contract - Addendums (if any) as issued -RFP as issued by the City -RFP submission received by a bidder - Appendices and Drawings (latest revision)

6.49 Rights to Bid Submission

Upon receipt of the bidder's RFP submission, the City shall retain the right to determine the use of the RFP submission for its own purposes. Bidder's shall not use their RFP submission for any other purposes whatsoever, including revealing any content of their RFP submission or making copies for other agencies, firms or companies not being a legal part or division of the bidder's company, unless permission for any such use is receiving in writing by the bidder from the Corporation of the City of Welland. Bidders must make a request in writing to the City for the intended use of their RFP submission for any other purposes than as stated herein.

6.50 Anti Lobbying Restrictions and Required Disclosure

Bidders, their company staff members, or anyone involved in preparing their RFP submission must not engage in any form of political or other lobbying whatsoever with respect to this project or seek to influence the outcome of the RFP evaluation process and subsequent procurement process. This anti-lobbying restriction extends to all City staff and elected Council members of The City.

In the event of any such lobbying, The City may reject any RFP submission by that bidder without further consideration and terminate that bidder's right to continue in the RFP and any subsequent procurement process. All correspondence or contact by interested parties with The City must be directly and only with The City contact person identified in this RFP. It should be duly noted by all bidders that this anti-lobbying restriction extends from the release date of this RFP through to the date and time when The City formally awards the contract. Any lobbying undertaken during this time frame by any bidder or the bidder's company staff members, or anyone involved with their RFP submission may result in immediate disqualification from the process. This anti-lobbying restriction is not meant to affect the day-to-day operations of The City, its staff and the elected Council of the City that may necessarily include contact with potential proponents to this RFP regarding other business.

This section shall not be intended to disallow any meetings, interviews or clarifications requested or authorized by The City, its authorized staff, The City's representative for this work or their authorized designates.

6.51 RFP Submission and Correspondence in English

RFP submissions must be prepared in English and bidders must be able to converse and correspond fluently in English directly or through an interpreter supplied by and at the total cost to the bidder.

6.52 Liability for Errors

While the City 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 bidders. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve bidders from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

6.53 Modification of Terms and Addendums

The City reserves the right to modify the terms of this RFP. Any modifications or changes to the RFP will be issued in the form of an addendum and will be sent to all bidders who have picked up or have requested a copy of the RFP from the City. The RFP and any addendums will also be posted on the City's Bid Opportunities Web Site.

6.54 Litigation with the City

No RFP submission will be accepted from any person, company including companies and persons having a business relationship to the submitting company who has a claim or has instituted a legal proceeding against the City or against whom the City has a claim or has instituted a legal proceeding, without the prior approval of City Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this RFP.

6.55 Suspension of Activity

All bidders are advised and put on notice that notwithstanding anything else contained in this RFP that all Bidders are forewarned and advised that if The City chooses not to proceed with this RFP process or any subsequent procurement process or any stage including, without limitation, the completion of the RFP process, the commencement, implementation or completion of any RFP process or other procurement process and/or the award, negotiation or the finalization of any agreement or contract and that accordingly, all Bidders acknowledge and agree that if any such processes are suspended, terminated or cancelled at any time or times during any stage of the RFP or subsequent procurement process (if any) by The City, then the bidders shall have no claim against The City for any costs, expenses, losses including loss of profits, liabilities or damages whatsoever.

The City reserves the right to exercise complete and unfettered discretion in all aspects of the conduct of the RFP and any subsequent procurement process, the assessment and evaluation of RFP submissions, including the determination of criteria and the selection, if any, of a successful bidder, without incurring any liability whatsoever to any bidder, including any liability for costs, expenses, losses or damages, and without giving any reasons therefore.

Without limiting the generality of the foregoing, The City, in its sole and unfettered discretion, reserves the right to change the dates, schedules and deadlines set out in this RFP, or to change the scope of the project, or to cancel the RFP or the Project, without stating reasons therefore and accordingly The City also reserves the right to accept or to reject any or all of the RFP submissions and The City reserves the right to proceed as, in its sole and unfettered discretion, following receipt of the RFP submissions, including, without limitation, issuing a second or more, or a modified RFP for the project or entering into contract negotiations with any bidder.

The lowest priced RFP submission received will not necessarily be accepted.

The issuance of this RFP and the receipt of any RFP submission by any bidder do not commit The City to award a Contract or to pay any costs incurred in the preparation of any RFP by any bidder, or in any bidder's attendance at any meetings with The City.

6.56 Adjustments to RFP Submissions after Closing Date

No adjustments by any bidders to their RFP submissions will be permitted after the stated closing date for this RFP, except as otherwise provided herein.

6.57 Decision by City

The bidder agrees by submitting a bid in response to this RFP that the City has no obligation to reveal the results of or reasons for its decision in selecting a successful bidder.

6.58 Notification of Potential Bidders Not Guaranteed

The Municipality posts notification of all bids on its Internet Web Site. Bidders are to review the Municipality's Web Site to inform themselves of any bid opportunities. The Municipality shall not guarantee that neither previous successful bidders nor any bidders shall be notified by any means electronic or otherwise of any bid opportunity. It is the responsibility of any potential bidder to make inquiries with the Supply and Services Section of the Municipality regarding any current or upcoming bid opportunity.

6.59 Removal from Bidders List

The Municipality reserves the right to remove from its list of bidders, for an indeterminate period, the name of any bidder who fails to execute a contract or for unsatisfactory performance on any previous or current contract held with the Municipality or if the bidder is currently involved in or responsible for litigation of any kind against the Municipality.

6.60 Errors and Omissions

The City shall not be held liable for any errors or omissions in any part of this RFP. While the City has used considerable efforts to ensure an accurate representation of information in this RFP, the said information is supplied solely as a guide for Respondents. The said information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Respondents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

Section 7.0 Form of Proposal/Specifications

I/We the undersigned bidder(s) have examined the specifications, standard terms and conditions, do hereby offer and agree to supply all Labour, materials, products, equipment, tools, machinery, freight to perform the services herein described for the following prices.

“LED” FORM OF PROPOSAL	LUMP PRICE
To supply all necessary Labour, materials (unit pricing and quantities below) and equipment necessary to clean, re-lamp and dispose of 5903 street light HPS Luminaires and install 5903 LED's in accordance with this proposal document	
GST 5%	
TOTAL	

OPTIONAL “GPS” FORM OF PROPOSAL	LUMP PRICE
OPTIONAL: To supply all necessary Labour, materials and equipment necessary to document and record a GPS locate at each street light location, once re lamped in accordance with this proposal document	
GST 5%	
TOTAL	

The following unit pricing will be effect for the three (3) year contract

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1.	50 watt	Each	\$
2.	55 watt	Each	\$
3.	70 watt	Each	\$
4.	80 watt	Each	\$
5.	90 watt	Each	\$
6.	100 watt	Each	\$
7.	120 watt	Each	\$
8.	150 watt	Each	\$
9.	250 watt	Each	\$
10.	400 watt	Each	\$

Section 7.0 Form of Proposal/Specifications

RFP SUBMISSION FOR:	WELLAND STREET LIGHT REPLACEMENT PROGRAM
Respondent Company Name:	
Address:	
City, Province, Postal Code:	
Telephone Number:	
Fax Number:	
Email:	
Name of Person Signing for Respondent:	

The above shall hereinafter be called the Respondent

We, the undersigned, declare we have carefully examined the Addendum(s) numbered _____ (If applicable)

To: The Corporation of the City of Welland
60 East Main Street, Welland, ON, L3B 3X4
(Hereinafter called the Corporation)

The Respondent Declares:

1. No person, firm or corporation, other than the Proponent has any interest in this RFP submission or in the proposed services for this RFP;
2. This RFP submission is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person submitting an RFP for the same Service and is in all respect fair and without collusion or fraud;
3. No member of the staff of The Corporation of the City of Welland is, or will become interested directly or indirectly; as a contracting party, partner, shareholder, surety or otherwise; or in the performance of the Service; or in the supplies, service or business to which it relates; or in any portion of the profits thereof; or in any of the monies to be derived there from;
4. The content and requirements of this RFP has been read and understood.

All prices are quoted in Canadian funds.

Dated at: _____ this _____ day of _____ 2009

Signature of Respondent Named Above

Signature of Witness

Section 7.0 Form of Proposal/Specifications

Mandatory Specifications and Requirements Details

Quantity and Wattage – Units provided are in reference to HPS, Manufacturers is to recommend LED replacement (IE. 150W HPS – 90W LED).

Details (Wattage)	Units Required	Unit Stocked	Proposed LED Equivalent	Meets Specifications Yes or No	Actual Proposed Features
50	27	1			
55	55	6			
70	1074	25			
80	2	1			
90	49	2			
100	3273	30			
120	5	1			
150	991	25			
250	466	10			
400	10	1			

Section 7.0 Form of Proposal/Specifications
Mandatory Specifications and Requirements Details

Requirements	Details	Meets Specifications Yes or No	Actual Proposed Features
Input Voltage and Frequency	100-240V AC, 50/60Hz		
Light Distribution	Type III Light Distribution		
Cut Off	Must be Dark Sky Compliant – Full Cut Off		
Output of Light	Must meet or exceed RP-8		
Technical Specification Sheet	Must be submitted your proposal		
Warranty Information sheet	Must be submitted with your proposal		
IES Files	Digital IES files to be provided on one (1) CD with your proposal		
Product Sample	The municipality may request the use of five (5) fixtures for installation and evaluation purposes for a period of two (2) months at no cost to the municipality		

Section 7.0 Form of Proposal/Specifications
Mandatory Specifications and Requirements Details – Questions - Product

Proponents are required to submit a response to the following questions FOR EACH product that they are proposing for review and/or consideration. (Please make copies of this form as necessary)

PRODUCT

1. Along with collateral or a cut sheet, please supply a photometric report from an accredited recognized testing laboratory for each product, along with IES photometric file and complete LM-79 and LM-80 testing result
2. Is this product ENERGY STAR qualified or process of qualification? _____
3. Has this product been CALiPER Tested? _____
4. Will the lighting Facts label criteria be supplied with this product? _____
5. What's the maximum product temperature (Tj) specification? (at highest ambient temp) _____
6. What is the operating temperature range specification? _____
7. Was this product salt spray tested in accordance with ASTM B117? _____ For how Long?

8. What is the lumen maintenance specification?

9. What is the LED inside? _____ was it tested according to IESNA? _____ or LM-80? _____
10. What is the luminaire life expectancy? _____ and warranty? _____
11. What is the ingress protection rating? _____
12. What is the power factor? _____
13. How much power is consumed in the "off" state? _____
14. Does the product have a UL / CSA applicable safety mark? _____ If yes, please supply the applicable file number _____
15. What is the CCT range? (ex. 3000K +/- 175K) _____
16. What is the chromaticity stability over time? _____

Section 7.0 Form of Proposal/Specifications
Mandatory Specifications and Requirements Details – Questions - Product

Proponents are required to submit a response to the following questions FOR EACH product that they are proposing for review and/or consideration. (Please make copies of this form as necessary)

PRODUCT

17. What are the tolerances on specifications? _____
18. Is the product a lead-free fixture? _____ RoHS compliant? _____
19. Is the lumen specification for DELIVERED lumens out of the fixture? _____
20. Is the LPW specification for FIXTURE LPW? (lumens / watts) _____
21. Has this product been tested in accordance with the IESNA LM-79 standard absolute photometry?

Section 7.0 Form of Proposal/Specifications
Mandatory Specifications and Requirements Details – Questions - Company

Proponents are required to submit a response to the following questions FOR EACH product that they are proposing for review and/or consideration. (Please make copies of this form as necessary)

PRODUCT

1. Has your company taken the Quality Advocates pledge?

2. Is your company a lighting Facts LED Product Planner?

Section 8.0 Schedules

Schedules:

Schedule A: Reference Form

Schedule B: Firm Identification and Firm Assignment Experience

Schedule C: Project Personnel Experience

SCHEDULE A: REFERENCE FORM

REFERENCE #1

Company Name:	
Company Address:	
Contact Tel No:	
Date Work Undertaken:	
Nature of Assignment"	

REFERENCE #2

Company Name:	
Company Address:	
Contact Tel No:	
Date Work Undertaken:	
Nature of Assignment"	

REFERENCE #3

Company Name:	
Company Address:	
Contact Tel No:	
Date Work Undertaken:	
Nature of Assignment"	

**SCHEDULE B: FIRM IDENTIFICATION AND
FIRM ASSIGNMENT EXPERIENCE**

PARTICIPANT IDENTIFICATION – DESIGNATED PROJECT MANAGER (DPM)

Name and address of the Designated Project Manager

Name	
Address	
Phone	
Fax	

Type of Organization (Corporation, Joint Venture, Partnership, etc)

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Year Incorporated:	
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PARTICIPANT IDENTIFICATION – (Other than DPM) - (Copy as required)

Name, address and role of the Prime Project Management Team Personnel

Name	
Address	
Phone	
Fax	

**SCHEDULE B: FIRM IDENTIFICATION AND
FIRM ASSIGNMENT EXPERIENCE... continued**

**CORPORATE EXPERIENCE FOR COMPLETED ASSIGNMENTS
(Copy as required)**

Participant	
Project	
Location	
City / Owner Name	
Owner/City/Contact Name	
Owner/City/Contact Phone	
Role on Assignment	
Description of Assignment	
Year Assignment Completed	
Assignment Cost	

Was this assignment completed on time? If not, provide reasons

Was this assignment completed within budget? If not, provide reasons.

Please provide a synopsis of the relevance of the assignment in relation to objectives and specific requirements of the Sponsor

**SCHEDULE B: FIRM IDENTIFICATION AND
FIRM ASSIGNMENT EXPERIENCE... continued**

Please provide a brief synopsis of lessons learned on this assignment, which may assist in the development of the deliverables under this RFP.

**SCHEDULE C:
PROJECT PERSONNEL EXPERIENCE**

Required as a minimum for all personnel identified on the Organization Chart

Assignment Role	
Name	
Organization	
Academic Qualifications	
Professional Qualifications	
Responsibilities of this Assignment	
Relevant Experience	