



REQUEST FOR PROPOSAL PACKAGE

MV2010-10

**For
Paul J Yakabuski Community Centre
Facility Lighting Upgrade & Heater Installation**

**Township of Madawaska Valley
85 Bay St., PO Box 1000
Barry's Bay, ON K0J 1B0**



TOWNSHIP OF MADAWASKA VALLEY

85 Bay Street, PO Box 1000
Barry's Bay, ON
K0J 1B0

Email: info@madawaskavalley.on.ca
www.madawaskavalley.on.ca

February 1, 2010

Dear Proponent;

Subject: Lighting & Heating Upgrade - Request for Proposal

The Township of Madawaska Valley is conducting a request for proposals for the upgrade of lighting and heating at the Paul J Yakabuski Community Centre in Barry's Bay. This RFP incorporates the purchase and installation of replacement lighting and the purchase and installation of a bleacher area heating system for Arena.

Any questions regarding the request for proposal must be made to the contract coordinator, Craig Kelley, by email at ckelley@madawaskavalley.on.ca, by fax at (613) 756-0553 or by phone at (613) 756-2747, ext. 220.

The proposal must be completed on the attached Proposal Form and must include the required information outlined in this request for proposal package.

Sincerely,

Craig Kelley

Craig Kelley, Ec.D.
Community Development Officer

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Section 1 – Request for Proposal General Information

1. GENERAL

The Township of Madawaska Valley is in the process of upgrading the lighting in the ice surface area in the Paul J Yakabuski Community Centre (Barry's Bay, ON) to high efficiency lighting. At the same time, we are investigating heating options for the spectator area (the bleachers) within the same facility. The objective of this RFP is to obtain submissions of interest for the removal and replacement of existing lighting fixtures and/or ballasts from the Paul J Yakabuski Community Centre with high efficiency lighting and/or to provide heating solution(s) for the spectator area that we could consider installing at or around the same time to minimize disruption.

1.2 SUBMISSION OF PROPOSALS

Completed proposals will be accepted in person or by mail/courier. Deadline for receiving submissions is **3:00 pm Friday, March 5, 2010**.

1.2.1 IN PERSON

Return your completed request for proposal form in a **sealed** envelope marked "**Paul J Yakabuski Community Centre Lighting & Heating Upgrade**" to the Township of Madawaska Valley at 85 Bay Street, Barry's Bay, ON.

1.2.2 MAIL/COURIER

If you are mailing or couriating your request for proposal, return your completed request for proposal form with the required documents in a **sealed** envelope "**Paul J Yakabuski Community Centre Lighting & Heating Upgrade**" to:

Township of Madawaska Valley
85 Bay Street, PO Box 1000
Barry's Bay, ON K0J 1B0

It is the Proponent's sole responsibility to ensure that their proposal is received on time. Late submissions will not be accepted.

1.3 THE PROPOSAL IS REQUIRED TO OBSERVE THE FOLLOWING CONDITIONS:

- It is the responsibility of the proponent to ensure that he/she has received and read the complete Request for Proposal (RFP) package, and to complete the proposal based on the information presented therein.
- No changes are to be made to the RFP form.
- No request for proposals will be accepted after the designated date and time. Late RFP submissions will be returned unopened.
- The lowest or any request for proposal will not necessarily be accepted
- The Township of Madawaska Valley reserves the right to award portions of this project to more than one proponent.

1.4 ACCEPTANCE OF PROPOSALS

The Township of Madawaska Valley unequivocally reserves the right to accept or reject any or all proposals, to waive informalities and make corrections in any and all proposals, and to not award a contract at all (including the lowest proposal or best ranked proposal) without giving any reason for doing so. In the event that no contract is awarded, all proponents shall be notified and the Township of Madawaska Valley shall have no liability to any proponent. The Township of Madawaska Valley unequivocally reserves the right to negotiate or otherwise deal with any one or all proponents, to issue addenda altering the RFP, and to decline to conclude a contract with anyone or all proponents without liability to anyone.

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1.5 DISCLAIMER OF INFORMATION

The Township of Madawaska Valley expressly disclaims any responsibility or liability to anyone, in connection with, and does not represent or warrant as to, the accuracy or completeness of any information, errors, omissions, misstatements, or negligence in any such information contained in this document or any addenda or written communications released in connection with this RFP. Verbal answers are not binding unless confirmed by written addenda, which are specifically referenced and identified in the Proposal. No verbal agreement or conversation made, or had at any time, with any employee of the Township of Madawaska Valley, not any oral representation by any employee of the Township of Madawaska Valley shall add to, detract from, affect or modify the terms of the Proposal document or the contract.

1.6 PROPOSAL WITHDRAWAL

A proposal may be withdrawn by written notice only before the closing date and time.

1.7 CLARIFICATION OF PROPOSALS

The Township of Madawaska Valley may request clarification where, in the sole opinion of the Township of Madawaska Valley, the proponent's intent is unclear.

1.8 AWARD PROCESS

The award, if any, shall be based on the selection criteria stated in Section 2 of this document. The Township of Madawaska Valley reserves the right to negotiate changes to the preferred proponent's proposal and to enter into any agreement with the preferred proponent. If an agreement is not successfully executed with the preferred proponent, the Township of Madawaska Valley may, at its sole discretion and at any time, disqualify the proponent and commence negotiations with the second best proponent's submission. This process will continue until a successful agreement has been reached with one of the proponent's submitted proposal or until the Township of Madawaska Valley cancels the RFP.

1.9 OWNERSHIP OF PROPOSALS AND THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

The proponent hereby consents to disclosure of any information contained in this Proposal document, pursuant to The Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, CM. 56.

1.10 CONFIDENTIALITY AND RFP DOCUMENT USE

This RFP, and any addenda and communications issued by the Township of Madawaska Valley related to this RFP, may not be used for any other purpose other than the submission of Proposals. Information pertaining to the Township of Madawaska Valley obtained by the proponents as a result of participation in the process is confidential and must not be disclosed without first obtaining written permission from the Township of Madawaska Valley.

1.11 CURRENCY

Prices quoted shall be in Canadian Dollars.

1.12 G.S.T

Prices quoted shall be totaled and shall show the Goods and Services tax as a separate item with a final grand total.

1.13 PRICES SUBMITTED

The proponent price or prices quoted in the proposal shall be in full compensation for all labour, equipment and materials and utility and transportation services necessary to perform and complete all work under the Contract, including all miscellaneous work, whether specifically included in the RFP documents or not. Any items omitted from this RFP which are clearly necessary for the completion of the work shall be considered part of the work, though not directly specified in the RFP documents.

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1.14 INSURANCE

The successful bidder shall provide proof that he is covered by Public Liability and Property Damage Insurance to at least two Million (\$2,000,000.00) Dollars, any and all deductibles to be paid for by the Contractor. The Insurance Policy to be approved by the Township of Madawaska Valley.

1.15 OCCUPATIONAL HEALTH & SAFETY

The service provider shall comply with the provisions of the Occupational Health and Safety Act, R.S.A. 2000, Chapter 0-2, Regulation and Code, as may be amended, and shall at all times ensure that all equipment and manpower at the work site shall comply with the requirements of the said act regulations and code. The service provider shall be the general representative and agent of the Township for the purposes of ensuring compliance with Occupational Health & Safety Legislation.

The service provide shall at all times during the continuation of this contract with the Township observe all the provisions of the Labour Relations Act, Workers' Compensation Act, Employment Standards Act and the Occupational Health and Safety Act as well as rules, regulations and code pursuant thereto. In the event the service provider fails to comply with the said acts and any regulation and/or code there under, and the Township is required to do anything or take any step or pay any sums to rectify such non-compliance the Township may subtract the costs of such rectification from any monies owing to the service provider.

1.16 OPEN FOR ACCEPTANCE

The Proponent shall keep his proposal open for acceptance and irrevocable until 60 days have elapsed from the closing date of the RFP or a formal contact is executed based on a proposal other than this one.

1.17 NOTICE OF AWARD

The awarding of the contract, based on this proposal, shall constitute and be an acceptance of this proposal, and the Township of Madawaska Valley shall notify the successful proponent of the contract award.

1.18 APPLICABLE LAW

The Township of Madawaska Valley and the successful proponent agree that the contract formed is to be interpreted in accordance with and governed by the laws in force in the province of Ontario and the proponent irrevocably submits to the exclusive jurisdiction of the courts of Ontario.

1.19 LIABILITY

The Township of Madawaska Valley retains the right to cancel the contract and terminate the services of the consultant by giving the consultant ten (10) days' written notice of its intention to do so. Should the Township of Madawaska Valley exercise this right, liability shall be limited to the cost of the work performed by the consultant to the date of termination and payment will be made on a pro-rated basis subject to any set-off for defective or faulty services.

All documents, plans, notes and materials produced in connection with this assignment shall become the property of the Township of Madawaska Valley and the Township of Madawaska Valley may use such of them as it deems advisable.

1.20 Proponents Liability Insurance

The Proponent shall maintain a minimum of one million dollars (\$1M) for general liability, one million dollars (\$1M) for automobile insurance and two million dollars (\$2M) for professional liability insurance. The above referenced policies shall name the Township of Madawaska Valley as an additional insured party; a cross liability endorsement clause satisfactory to the Municipal Solicitor and a waiver of deductible in respect of any claim (s) made against the Township of Madawaska Valley. Certification of such insurance shall be filed with and approved by the Township of Madawaska Valley. The coverage provided by these policies will not be changed or

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amended in any way nor cancelled by the proponent until sixty (60) days after written notice of such change or cancellation has been personally delivered to the Township of Madawaska Valley. The proponent shall be responsible for all claims for damage and personal injury caused by his agents, servants, and employees, or omissions causing such injury or damage (including all claims for causing the death of any person).

1.21 PROPOSAL DOCUMENTS

The following documents shall be part of this proposal.

1. Tender Summary
2. Schedule of Items and Prices
3. Proposed schedule of work to be completed
4. Methodology for proposed installation
5. Appropriate lists of suppliers, subcontractors, references, and products used

Section 2 – Project Details

2.0 DETAILS OF WORK

The proposal should make recommendations as to:

LIGHTING

- Increase the efficiency and brightness of the lighting by removing existing fixtures and replacing them with high-efficiency fixtures.
- Lighting Levels must meet the requirements for Professional Hockey (100 foot candles measured at ice surface level for the North Arena)
- All contractors must submit a lighting plan for the Arena to be reviewed by the Township of Madawaska Valley for evaluation

Specifications:

Arena - Surface Lighting

- Remove existing 1080W high bay lights and turn over to owner
- All new fixtures to have heavy duty wire guards with static lens (hinge able)
- Supply and install high-efficiency fixtures as proposed
- Supply and install new support mechanisms (as applicable)
- Supply and install new switching devices (as applicable)
- Supply and install new circuit devices (as applicable)
- All painting for any new wire or pipe on ceiling or removal of old fixtures and pipe

PJYCC Arena – Bleacher Lighting:

- Remove existing high bay lights over bleachers and turn over to owner
- Install new high-efficiency fixtures mounted on bottom of beams
- All new fixtures to have heavy duty wire guards with static lens (hinge able)
- All painting for any new wire or pipe on ceiling or removal of old fixtures and pipe

HEATING

- Provide a heat source for the complete bleacher area (priced to be based on a per seating section basis)
- Provide thermostats (protected) as required to control each area individually
- Place and install heating units as to not affect ice conditions

2.1 OTHER REQUIREMENTS

- All work is to be completed in accordance with industry standards and regulations.
- Work must be completed during operational hours of the facility.
- Proposals shall include all equipment, tools, labour, supplies and materials required to complete the work.
- Work MUST be completed during the period of March 29 to May 14, 2010
- The Contractor shall obtain permits, pay all fees therefore, and comply with all Provincial, Municipal and other legal regulations and by-laws applicable to the work.

2.2 CLEAN UP

- This Contractor shall maintain the site in as clean a condition as possible, to the satisfaction of the Owner and the Township of Madawaska Valley, during his work, and shall remove from this, and the surrounding properties, any debris from his work upon the completion of the job. Failure to do this will result in the cleaning and removal being instituted by the Owner and/or the Township of Madawaska Valley and the cost then deducted from the amount owing the Contractor.

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2.3 HARDWARE SPECIFICATIONS

- Consideration of location and climate that fixtures (lighting & heating) and ballasts operate in must be taken into consideration. Proposals must demonstrate longevity, cost effectiveness and a high rate cost recovery.

2.4 LOCATION OF THE WORK

Paul J Yakabuski Community Centre
65 Arena Road, Barry's Bay, ON

2.5 TERM

Work must be completed by May 14, 2010, unless otherwise approved by the Contract Coordinator.

2.6 SITE VIST

A site visit for interested proponents will be held on February 25th, 2010 at 9:00 am.

2.7 ELIGIBILITY REQUIREMENTS

The successful proponent must possess:

2.8 EVALUATION OF PROPOSALS

The following items will be considered when evaluating the proposals.

- a. Price
- b. Expected start date and completion date of work
- c. Guarantee of Work
- d. Hardware longevity, cost effectiveness rate of cost recovery
- e. Innovation
- f. Other

2.9 CONTRACT COORDINATOR

The following named representative is the designated contract coordinator:

Craig Kelley, Ec.D.
Community Development Officer
85 Bay Street, PO Box 1000
Barry's Bay, ON K0J 1B0
Ph: (613) 756-2747, ext. 220 / Cell: (613) 635-1339
Fax: (613) 756-0553
ckelley@madawaskavalley.on.ca

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TENDER SUMMARY

PROPOSED LIGHTING & HEATING METHOD

PAUL J YAKABUSKI COMMUNITY CENTRE LIGHTING UPGRADE

Tender price \$ _____
GST \$ _____
Total Supply & Install \$ _____

PAUL J YAKABUSKI COMMUNITY CENTRE HEATING UPGRADE

Tender price \$ _____
GST \$ _____
Total Supply & Install \$ _____

Prices indicated are firm for acceptance for 60 days from tender closing:

_____ yes or _____ no. IF NO, firm for _____ days.

Specify firm delivery time required following receipt of order, _____ days.

Prices quoted are F.O.B. Barry's Bay, freight prepaid.

COMPANY NAME _____

ADDRESS _____

POSTAL CODE _____ DATE _____

TELEPHONE NUMBER _____ FAX NUMBER _____

COMPANY SEAL OR WITNESS _____

AUTHORIZED SIGNATURE _____

(please print name) _____

POSITION IN FIRM _____

****TO BE ENCLOSED WITH TENDER****

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CLIENT REFERENCE INFORMATION

Company	
Address	
City/Prov/Postal Code	
Contact Person/Title/Phone Number	
Description of work performed	
Comments:	

Company	
Address	
City/Prov/Postal Code	
Contact Person/Title/Phone Number	
Description of work performed	
Comments:	

Company	
Address	
City/Prov/Postal Code	
Contact Person/Title/Phone Number	
Description of work performed	
Comments:	

****TO BE ENCLOSED WITH TENDER****

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PROOF OF SITE VISIT

The following is to be filled out and signed by the appropriate persons. The Contractor's representative must familiarize himself with the work to be done; job site conditions; measurements; access to roof areas etc. This will involve inspection of each and every roof area.

Date of site inspection: **February 25, 2010**

Contractor name: _____

Signature of Contractor Representative: _____

Signature of Owner's Representative: _____

****TO BE ENCLOSED WITH TENDER****