



MUNICIPALITY OF  
**West Elgin**

**Request For Proposal  
Pole Mount, Winter Themed Decorative Lighting**

**RFP-Decorative Lighting 2022**

**Issue Date: September 7, 2022**

**Closing Date: September 13, 2022**

**Time: 1:00 pm EST**

**Location: Municipality of West Elgin  
22413 Hoskins Line  
Rodney, ON N0L 2C0**

**ATTN: Lee Gosnell, Manager of Operations**

**Late Proposals Will Not Be Accepted  
The Lowest or Any Proposal May Not Necessarily Be Accepted**

Documents are available in alternate formats upon request. Please contact the Clerk's Department at 519-785-0560 or by email at if you require an accessible format.

[clerk@westelgin.net](mailto:clerk@westelgin.net)

## Section 1 - General Conditions

### 1.1 Instructions

Proposals must be received at the address indicated on the proposal submission document no later than 1:00 pm EST, September 13, 2022. The proposal must be completed & signed where applicable, placed in a sealed envelope with the Proposal Submission Label affixed to the front.

Proposals may also be submitted electronically to [clerk@westelgin.net](mailto:clerk@westelgin.net) no later than 1:00 pm EST, September 13, 2022.

### 1.1 Definitions

**Corporation/Municipality:** Refers to the Corporation of the Municipality of West Elgin

**Proponent:** Refers to any eligible entity submitting a Proposal

**Successful Proponent/Proponent:** Refers to the selected Proponent if any

### 1.2 Accessibility

As of January 1, 2012, Proponents must meet the requirements of the Customer Service Standard of the **Accessibility for Ontarians with Disabilities Act, 2005**.

### 1.3 Late Submissions

Proposals received after the official closing time will not be considered during the selection process and will be returned unopened to the respective Proponent.

### 1.4 Inquiries

Inquiries concerning the Proposal process and results are to be directed to:

**Lee Gosnell**  
**Manager of Operations & Community Services**  
**(519) 785-0560 ext232**  
[lgosnell@westelgin.net](mailto:lgosnell@westelgin.net)

Questions of clarification on the proposal requirements will be answered individually, but response(s) to any question that modifies the scope of the Request for Proposal will be posted as an Addendum to the Proposal document from the Corporation and shall be posted on the municipal website [www.westelgin.net](http://www.westelgin.net)

### **1.5 Examination Of Proposal Documents**

Each Proponent must satisfy himself/herself as to the full requirements of the proposed work. There will be no consideration of any claim, after submission of Proposals, if there is a misunderstanding with respect to the minimum requirements indicated in this Request for Proposal. Should the Proponent require more information or clarification on any point, it must be obtained prior to the submission of the Proposal.

### **1.6 Completion Of the Proposal**

All entries shall be clear, legible and shall be typed or handwritten in ink. Alterations may be made provided they are legible and initialed by the Proponent's signing officer.

### **1.7 Addenda**

Addenda will be posted on the municipal website [www.westelgin.net](http://www.westelgin.net) It is the Proponent's ultimate responsibility to ensure all addenda have been accessed.

### **1.8 Acceptance Or Rejection of Proposal**

The Corporation reserves the right to reject any or all Proposals and to waive formalities as the interests of the Corporation may require without stating reasons, therefore.

Notwithstanding and without restricting the generality of the statement immediately above, the Corporation shall not be required to award and accept a Proposal, or recall the Proposals at a later date:

When only one (1) Proposal has been received as result of the Proposal call;

When all Proposals received fail to comply with the minimum specifications.

The Corporation shall not be responsible for any liabilities, costs, expenses, loss, or damage incurred, sustained, or suffered by any Proponent by

reason of the acceptance or the non-acceptance by the Corporation of any Proposal or by reason of any delay in the acceptance of a Proposal except as provided in the Proposal document.

### **1.9 Proposal Award Procedures**

Proposals will be evaluated by an internal committee after the closing date and time.

It is the intent of the Municipality to review and evaluate Proposals for the Pole Mount, Winter Themed Decorative Lighting by Wednesday September 14, 2022. The Municipality will make every effort to complete this process in a timely manner.

Notice of acceptance of Proposal will be by telephone and/or by written notice.

Proponents are advised there will not be a public opening for this RFP.

The following schedule is proposed for the selection of the successful Proponent for this assignment. Every attempt will be made to meet all dates, but the Corporation reserves the right to modify any or all dates at its sole discretion.

<b>Activity</b>	<b>Date</b>
Request for Proposal Issued	September 7,2022
Deadline for Enquiries from proponents	September 12,2022
Request for Proposal Closed	September 13,2022
Selection of Successful Proponent	September 14, 2022

### **1.10 Responsibility For Damages**

The successful Proponent shall indemnify and save harmless the Corporation of the Municipality of West Elgin from and against all claims, demands, loss, cost, damages, actions, suits, or other proceedings by whomsoever made, brought, or executed by, or attributed to any such damages, injury or infringement as a result of activities under this Proposal.

### **1.11 Protection Of Work & Property**

The successful Proponent shall provide continuous and adequate protection of all work from damage and shall protect the Corporation's property from injury or damage arising from or in connection with this work. The successful Proponent shall make good any such damage or injury.

### **1.12 Limited Liabilities**

The Corporation's liability under this Proposal shall be limited to the actual goods/services ordered and provided.

### **1.13 Proponent Expense**

Any expenses incurred by the Proponent in the preparation of the Proposal submission are entirely the responsibility of the Proponent and will not be charged to the Corporation.

### **1.14 Regulation Compliance and Legislation**

The Successful Proponent shall ensure all services and products provided in respect to this Proposal are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation. The Successful Proponent shall abide by all Acts, By-laws, and Regulations relative to the performance of the work.

### **1.15 Proposal Selection Criteria**

The acceptance of a Proposal will be contingent upon, however not limited to, the following considerations:

- Ability to meet or exceed all specifications and requirements.
- Ability and Experience.
- Compliance with Proposal process.
- Proposal Pricing.

### **1.16 Award**

Award is subject to approved budget. The Municipality reserves the right to delete a schedule or item dependent upon budget limitation.

The lowest-priced or any Proposal may not necessarily be accepted.

**1.17 Extra Work**

No work shall be regarded as extra work, unless it is ordered in writing by the Corporation and with the agreed price for the same specified in said order, provided said price is not otherwise determined by this Proposal. A statement of the cost of extra work shall be made within thirty (30) calendar days after the completion of the said extra work.

**1.18 Terms Of Payment**

Unless otherwise stated herein, the Corporation's normal terms of payment will be Net Thirty (30) calendar days from the Receipt of Goods/Services or the Date of Invoice, whichever occurs later. Payment terms shall only be modified at the sole discretion of the Municipality.

Price changes caused by Provincial or Federal government tax legislation will be accepted, but these changes must be submitted in writing and accepted by the Municipality prior to being invoiced. All prices quoted shall be in Canadian funds. Invoices shall be forwarded to the attention of:

The Municipality of West Elgin  
Accounts Payable  
22413 Hoskins Line, Rodney ON N0L 2C0

**1.19 Insurance And Indemnification**

The successful Proponent shall at its own expense obtain and maintain until the termination of the contract and provide the Corporation of the Municipality of West Elgin with evidence of:

Professional Liability Insurance on an occurrence basis for an amount not less than five million, (\$5,000,000) dollars and shall include the Corporation of the Municipality of West Elgin as an additional insured with respect to the Proponent's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and proponents' protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.

Automobile Liability on all vehicles owned, operated, or licensed in the name of the Proponent in the amount of not less than five million (\$5,000,000) dollars on an occurrence basis.

The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the Corporation of the Municipality of West Elgin in

writing at least thirty (30) days prior to the effective date of cancellation or expiry.

The Corporation of the Municipality of West Elgin reserves the right to request such higher limits of insurance or other types of policies appropriate to the work, as the Corporation of the Municipality of West Elgin may reasonably require.

The successful Proponent shall not commence work until such time as the required evidence of insurance has been filed with and approved by the Corporation of the Municipality of West Elgin.

The successful Proponent shall indemnify and hold the Corporation of the Municipality of West Elgin harmless from and against all liability, loss, claims, demands, costs, and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance whether wilful or otherwise by the Proponent, its agents, officers, employees, or other persons for whom the Proponent is legally responsible.

#### **1.20 Assignment Of Work**

The Successful Proponent is fully responsible to the Corporation for the acts and omissions of subcontractors and/or persons directly or indirectly engaged by the Successful Proponent in respect to this work.

Subcontractors will be required to abide by all the requirements of the Proposal document as though the Successful Proponent (Insurance, WSIB, Health & Safety Policy, etc.). The Successful Proponent agrees to bind every subcontractor by the terms of the Proposal documents as far as it is applicable to their work.

Proponents must submit with their quote the completed Subcontractor Form included in this document.

#### **1.21 Cancellation**

The Corporation reserves the right to immediately terminate the Proposal agreement at its own discretion, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc.

If the Successful Proponent should neglect to execute the work properly or fail to perform any provision of this Award, the Corporation, after three (3) business days' written notice to the Successful Proponent, may, without prejudice to any other remedy in existence, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due to

the Successful Proponent. Continued failure of the Successful Proponent to execute the work properly shall result in a termination of Proposal arrangement. The Corporation shall provide written notice of termination.

The Corporation may elect to terminate the Proposal arrangement if the original terms and conditions are significantly changed, giving thirty (30) calendar day's written notice to the Successful Proponent.

Either party may terminate the Proposal arrangement by giving the other party sixty (60) calendar day's written notice. A period of less than sixty (60) calendar days to terminate the arrangement may be negotiable if mutually agreeable among the parties involved.

Failure to maintain the required documentation during the term of this Proposal may result in suspension of the work activities and/or cancellation of the Proposal arrangement.

## **1.22 Performance**

The Municipality may evaluate the performance of the Proponent during and/or when the Contract is completed or terminated. If evaluated, the Proponent's performance shall be rated on a scale of 0-4 (0- Not rated, 1- poor, 2-below standard, 3-standard, 4-excellent) under the following categories:

- a) Administration
- b) Adherence to Specifications and Special Provisions
- c) Public Relations
- d) Condition and Sufficiency of Equipment
- e) Safety Procedures
- f) Organization, Co-ordination, and Efficiency
- g) Environmental Compliance

The performance rating shall be determined based on the everyday performance of the Work, quality assurance test(s), letters, and Written Instructions to the Proponent.

If evaluated, a copy of the completed Proponent's Performance Report shall be sent to the Proponent. If the Proponent disagrees with any portion of the Proponent's Performance Report, he shall advise the Municipality of his specific objections, in writing, within twenty (20) days of the date of the report.

If the Proponent is evaluated as poor or below standard in three categories or very poor in two areas, the Municipality may disqualify the Proponent



from bidding on Municipality Contracts for a period of up to two years from the date the Contract was completed or terminated. The length of the termination will depend on the nature of the unsatisfactory performance.

If the Proponent is evaluated as poor or below standard in two or more evaluation categories on two Proponent's Performance Reports of different contracts, within twelve months, the Municipality may disqualify the Proponent from bidding on Municipality Contracts for a period from three months to two years from the date of the completion or termination of the last contract. The length of the termination will depend on the nature of the unsatisfactory performance.

The decision of the Municipality in respect of the Proponent's Performance Report shall be final and binding for all purposes.

### **1.23 Governing Laws**

This Proposal arrangement and any subsequent arrangements will be interpreted and governed by the laws of the Province of Ontario.

### **1.24 Subcontractors**

The Successful Proponent is fully responsible to the Corporation for the acts and omissions of subcontractors and/or persons directly or indirectly engaged by the Successful Proponent in respect to this work. Subcontractors will be required to abide by all the requirements of the Proposal document as though the Successful Proponent (Insurance, WSIB, Health & Safety Policy, etc.). The Successful Proponent agrees to bind every subcontractor by the terms of the Proposal documents as far as it is applicable to their work.

Failure to obtain this consent may result in termination of the contract with the successful Proponent

### **1.25 Freedom Of Information**

Any personal information required on the Proposal Form is received under the authority of the Municipal Freedom of Information and Protection of Privacy Act, 1989, RSO, 1990. This information will be an integral component of the quote submission.

All written Proposals received by the Municipal become a public record, once a Proposal is accepted by the Municipality of West Elgin, all information contained in them is available to the public, including personal information.

All Proposals submitted to the Municipality become the property of the Municipality and as such, are subject to the Municipal Freedom of Information and Protection of Privacy Act. Proponents may mark any part of their submission as confidential except for the total proposal price and the Proponent's name. The Municipality will use its best efforts not to disclose any information so marked but shall not be liable to a Proponent where information is disclosed by virtue of an order of the Privacy Commissioner or otherwise as required by law. Upon award, the Municipality may release the name of the Successful Proponent, the name and telephone number of the contact person and the total proposal price of the Successful Proponent.

Questions about collection of personal information and the Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, Chapter M.56, as amended, should be directed to:

Clerk, Municipality of West Elgin  
22413 Hoskins Line  
Rodney, ON N0L 2C0  
Telephone (519) 785-0560

#### **1.26 Conflict Of Interest**

In addition to complying with the conflict-of-interest provisions, each Proponent must declare in its proposal any Conflict of Interest (actual or potential) which exists now or may exist in the future in respect of its participation in the RFP process, the submission of its proposal, and, if selected, the performance of its responsibilities. The Municipality will determine, in its sole discretion, whether any situation constitutes or may constitute a real or potential Conflict of Interest and reserves the right, in its sole discretion, to disqualify any Proponent.

Proponents must also describe in the proposal, their process for identifying, disclosing, reporting, and dealing with conflicts of interest that may arise in the future.

#### **1.27 Confidentiality**

Proponents shall not at any time before, during or after completion of the contract, divulge any confidential information communicated to or acquired by the Proponent or disclosed by the Municipality.

**1.29      Inquiries**

Inquiries concerning the proposal requirements are to be directed to:

**Lee Gosnell, Manager of Operations & Community Services**  
**519-785-0560**  
[lgosnell@westelgin.net](mailto:lgosnell@westelgin.net)

Inquiries must be received no later than September 12, 2:00 pm EST.

## **Section 2 – Background and Minimum Specifications**

### **2.1 Background Information**

The Municipality of West Elgin is inviting proposals from qualified firms/consultants regarding the purchase of Pole Mount, Winter Themed Decorative Lighting to be used in the downtown cores of Rodney and West Lorne. The information contained herein is to facilitate in the preparation of the Proponent's proposal submission.

This proposal call is an Invitation only and neither this proposal call, nor the submission of any proposal in response to this proposal call shall cause the formation of any contractual relationship between the Municipality and any person or firm. The Municipality may also terminate this proposal call at any stage, either before or after proposals have been received, in its absolute discretion, should it so choose.

In addition, the Municipality shall be entitled to enter further negotiations with any proponent, and the outcome of these negotiations may result in a transaction, which may differ substantially from any proposal initially advanced. The Municipality shall have the right to withdraw from these negotiations at any time in its absolute discretion should it so choose.

As the Municipality is committed to providing quality customer service, the evaluators will be looking to the successful proponent for a similar view of customer service.

The Municipality is seeking a best value proposal and will consider the proponent attributes, quantity and quality of the services offered as well as price.

The Municipality of West Elgin has a population of approximately 5,000 and is governed by the Municipal Act 2001. The Municipal office is located at 22413 Hoskins Line, Rodney Ontario.

The Municipality is governed by five council members, including a Mayor and Deputy Mayor who are elected at large, and one ward councillor elected from each of the three wards.

The activities of the Municipality include, but are not limited to road and bridge maintenance, landfill management, water and sewer treatment, facility management, fire services, licensing, and issuing various permits. The main servicing departments are noted below.

CAO, Clerk, Finance, Public Works, Recreation Services, Fire and Emergency Management Services and Utilities Services.

## **2.2 Scope of Work.**

This year, the Municipality of West Elgin intends to purchase new seasonal LED light displays to decorate the villages of Rodney and West Lorne during the colder months. We will be purchasing 40 street pole mount displays for decorative lights in the downtown cores. Winter themed displays (vs. Christmas specific) are preferred due to the period in which the lights will be utilized. Two styles (20 units of each) will be selected and used in an alternating format. We are seeking quotes from service providers who can supply the displays and associated hardware for this project. Please provide your top six selections in the chart below, along with contact and warranty information as requested. Thought should be given to displays that will complement each other in this type of arrangement.

### **Conditions & Specifications:**

- Commercial grade LED lighting available in white or colour. One inch spacing between diodes is preferred (please specify).
- Height range between 4ft and 4.5ft.
- Powder coated steel or aluminum frame (zinc plated or galvanized for rust protection).
- Interchangeable mounting bracket included.
- UV-resistant.
- CSA approved.
- 120V compatible.
- Canadian manufacture and service is preferred.

### **Delivery**

- Installation will take place between November 14 and November 18, 2022
- Please provide estimated delivery date -
- Please provide estimated shipping cost - \$

**Price List:**

- Please provide name and product ID for each selection.
- Please provide price PER UNIT for the following items.
- If mounting brackets must be purchased separately, please add an additional line item for such

Item	Unit Price (Excl HST)

**Warranty:**

- What warranty is offered on your products and services? What additional warranty packages are available and what is the price?

- Please share any additional notes, information, or links.

### **2.3 Client Consultation**

a) A meeting (virtually if applicable) shall be scheduled with Municipal staff to review the project deliverables and work schedule prior to any work being undertaken.

b) A meeting (virtually if applicable) shall be scheduled with Municipal staff to review the project deliverables prior to final payment.

## **Proponent Contact Information – Must be Included in Sealed Proposal Envelope**

**A copy of this form must be completed for each Sub-contractor**

Business Name	
Contact Name	
Mailing Address	
Phone number (office)	
Phone number (cell)	
Email Address	
WSIB Account Number	
HST Account Number	



Proposal Submission Label

**Request For Proposal – Pole Mount, Winter Themed  
Decorative Lighting 2022**

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

**Closing: September 13, 2022, 1:00 pm EST**

**Deliver To: Municipality of West Elgin  
22413 Hoskins Line  
Rodney, ON N0L 2C0  
ATTN: Lee Gosnell  
Manager of Operations**