



The Corporation of the Village of Salmo

P.O. Box 1000, Salmo, British Columbia V0G 1Z0 Phone: 250.357.9433

Email: info@salmo.ca | www.salmo.ca

November 21, 2023

REQUEST FOR PROPOSAL

Solar Array System for the Village of Salmo Office

Sealed proposals clearly marked: Request for Proposal – ‘**Solar Array System for the Village of Salmo Office**’ will be received at the Village Office up to and including 4:00 pm, local time on Friday, December 8, 2023.

Proposal documents are available from:

The Corporation of the Village of Salmo
Box 1000, Salmo, BC V0G 1Z0
Contact: Ange Qualizza, Chief Administrative Officer
E-mail: cao@salmo.ca

EXECUTIVE SUMMARY

1.0 DESCRIPTION OF THE REQUIREMENT

The Village of Salmo is looking for a contractor to install a photovoltaic (PV) array on the roof of the Village Office. The proposed location for this array was selected for sun exposure, ease of access and proximity to main electrical distribution for net metering.

Structural considerations of the building have not been incorporated as part of the high-level review provided by the Columbia Basin Trust Basin Charge Up Program Advisor Report. The proposal should include a detailed design phase to ensure the roof structures can support the additional weight of the panels and framing.

All aspects of each upgrade are to be included in the total proposal cost including supplies and shipping. Interested proponents that are qualified to supply commercial quality products are welcome to participate in this RFP process.

The following terms and conditions will apply to this Request for Proposal. Submission of a proposal indicates acceptance of all the terms that follow and that are included in any addenda issued by the Village. Provisions in submitted proposals that contradict any of the terms of this Request for Proposal (RFP) will be as if not written and do not exist.

Proponents are cautioned to carefully read and follow the procedures, terms and conditions required by this RFP as any deviation, omission, as well as any inaccuracies or misstatements may be cause for rejection. A proposal may be rejected based on the proponent's past performance, financial capabilities, completion schedule and compliance with federal, provincial, and/or municipal legislation.

It is the purpose of the Village to obtain a proposal that provides the best value and suits the interests of the Village and what it wishes to accomplish.



TIMELINE

The construction and installation must be completed no later than February 1, 2024.

2.0 TERMINOLOGY

Throughout this Request for Proposal (RFP), the following terminology shall be used:

“Village”, “Corporation”, “Village of Salmo” means the Corporation of the Village of Salmo;

“Proponent” means the individual or company that submits, or intends to submit, a proposal for consideration;

“must”, “mandatory”, “require”, or “shall” means a requirement that must be met in order for the proposal to be considered;

“should” or “desirable” means a requirement having a significant degree of importance to the objectives of the Request for Proposal;

“contract” means the written form of agreement between the Village and the successful Proponent of the Request for Proposal process;

“Contractor” means the successful Proponent to this Request for Proposal process who enters into a written form of agreement with the Village.

REQUEST FOR PROPOSAL PROCESS

3.1 - Not a Tender Call

This Request for Proposal (RFP) is not a tender call and the submission of any response to this RFP does not create a tender process. This RFP is not an invitation for an offer to contract and it is not an offer to contract made by the Village.

By this RFP, the Village reserves to itself, the absolute and unfettered discretion to invite submissions, consider and analyze submissions, select short-listed Proponents or attempt to negotiate an agreement with the successful Proponent as the Village considers desirable.

Without limiting the generality of the foregoing, the Village reserves the right to:

- a) Terminate this RFP process at any time;
- b) To waive any informality, defect, irregularity, mistake or insufficiency in a proposal and proceed with that respondent;
- c) Reject any or all proposals, or any part thereof, and may proceed to purchase the goods or contract the work under any terms or in such other manner as it may elect, or to postpone or forego such purchase, award or agreement altogether without cost or penalty to the Village;
- d) To accept any proposal or alternative proposal, in whole or in part, if the proposal is deemed to be in the best interest of the Village;
- e) To select one or more preferred Proponents to negotiate with one or more of those Proponents and ultimately enter into an agreement upon the same or different terms and conditions as contemplated by this Request for Proposal;
- f) Reject, consider or short-list any submission whether or not it contains all information required by this RFP;
- g) Require clarification where a submission is unclear prior to award;
- h) Reject any or all submissions without any obligation, or any compensation or reimbursement, to any Respondent, intended Proponent, or any other person associated with this RFP process;
- i) Disqualify or reject any submission that does not comply with the terms or meet the requirements of the RFP.

3.2 – No Obligation to Proceed

Submission of a proposal by a Proponent and its subsequent receipt by the Village does not represent a commitment on the part of the Village to proceed further with any Proponent or project. Though the Village fully intends at this time to proceed through the RFP process, the Village is under no obligation to award a contract as a result of this Request for Proposal.

In the event that only one Proposal is received, the Village reserves the right to:

- a) Return the Proposal unopened;
- b) Open the bid privately without reference to the bidder. If the bid is opened and it is in excess of the Village's budget, the Village reserves the right to re-issue the Bid Documents for new public re-bid without revisions being made to the Bid Documents and without disclosing the single Bid price.
- c) To accept or reject a single bid.

An acceptance provided to the successful bidder within the time for acceptance specified in the RFP results in a binding contract without further action by either party.
Award of this Contract is subject to the approved budget.

3.4 – Evaluation

Evaluation of proposals will be conducted by an Evaluation Committee formed by the Village. Proposals will be checked against the mandatory criteria and those proposals not meeting all mandatory criteria will be rejected without further consideration. Proposals that meet all mandatory criteria will be assessed and scored against the applicable Scored Criteria. The Village's intent is to enter into a Contract with the Proponent who has the highest overall ranking based on the following criteria:

- Cost - 60%
- Craftsmanship, Durability, and Warranty- 20%
- Quality of Proposal – 10%
- Proponents History – 10%

3.5 – Contract Award

After a selection of a Proponent, the Village may request negotiations which could include discussion of the terms and conditions in the contract and minor modifications of scope and price. Following which the signing of contract documents and the awarding of a contract will be made by the Chief Administrative Officer.

If the preferred Proponent and the Chief Administrative Officer cannot agree on contract language in the contract document, the process will be terminated, no purchase order shall be issued, and the Village will begin negotiations with the next preferred Proponent.

The Village is under no obligation to award a contract as a result of this Request for Proposal and reserves the right to terminate this Request for Proposal process for any reason at any time. The Village may then do nothing, retender, sole source or complete the work with the Village's own forces, if possible.

3.6 – Firm Pricing

Proposals must be firm for at least 60 days after the final date. Prices will be firm for the entire contract period.

3.7 – Registration with WorkSafe BC (WCB)

The Contract may contain a provision that the Contractor and any approved subcontractors be registered with WorkSafe BC (WCB), in which case WorkSafe BC coverage must be maintained for the duration of the contract. Prior to receiving any payment, the Contractor may be required to submit a WorkSafe BC (WCB) Clearance Letter indicating that all WCB assessments have been paid.

3.8 – General Insurance

Before starting Work, the Contractor shall file with the Village, certificates of insurance policies acceptable to the Village.

3.9 – Indemnity

The Contractor shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the Village, its elected officials, officers, employees and Managers (collectively) including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this contract, excepting only where such loss, costs, damages and expenses are as result of the sole negligence of the Indemnities.

The Contractor shall defend, indemnify, and hold harmless the Indemnities from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of this contract, excepting only where

such claim, demand, action, proceeding or liability is based on the sole negligence of the Indemnities.

3.10– Instructions to Proponents

a) The sealed Proposal should be addressed to:

The Village of Salmo,
Box 1000, Salmo, BC V0G 1Z0
Attention: Ange Qualizza, Chief Administrative Officer

The Proposal envelope should be clearly marked:

Request for Proposal – **Solar Array System for the Village of Salmo Office**

If submitting the proposal via courier, please ensure that the proposal is inside a sealed, marked envelope inside the courier package. The outside of the envelope holding the proposal should also include the return address of the bidder to be used in the event the proposal needs to be returned unopened.

b) Closing date: Proposals will be accepted up to **4:00 p.m.**, local time **Friday, December 8, 2023.**