



**Request For Proposal
RFP 2024-008**

Outdoor Media Sign for the Township of Perry

Issue Date: June 3, 2024

Closing Date: June 25, 2024

Time: 12:00 P.M

**Location: Township of Perry
1695 Emsdale Road
Emsdale ON, POA 1J0**

ATTN: Kim Seguin Treasurer

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

Information & Instructions To Proponents

Section 1 - General Conditions

1.1 Instructions

Proposals must be received at the address indicated on the proposal submission document no later than 12:00 p.m. local time, June 25, 2024.

The proposal must be completed & signed where applicable.

1.2 Definitions

Corporation/Municipality/Township: Refers to the Corporation of the Township of Perry

Proponent: Refers to any eligible entity submitting a Proposal

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

1.3 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*.

1.4 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.

1.5 Inquiries

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

Kim Seguin
Treasurer
(705) 636-5941
treasurer@townshipofperry.ca

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.townshipofperry.ca. Last day for questions is June 13, 2024 with the last addendum posted by June 18, 2024

1.6 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.

1.7 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.

1.8 Addenda

Addenda will be posted on the municipal website www.townshipofperry.ca. It is the Proponent's ultimate responsibility to ensure all addenda have been accessed.

1.9 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.

1.10 Proposal Award Procedures

Proposals will be evaluated subsequent to the closing date and time.

It is the intent of the Municipality to review and evaluate Proposals and provide a recommendation to Council at the July 17, 2024 Council Meeting.

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.

Activity	Date
Request for Proposal Issued	June 3, 2024
Deadline for Inquiries from proponents	June 13, 2024
Last Day for addendum to be posted	June 18, 2024
Request for Proposal Closed	June 25, 2024
Award Successful Proponent	July 17, 2024

1.11 Responsibility For Damages

The successful Proponent shall indemnify and save harmless the Corporation of the Township of Perry 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.

1.12 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.

1.13 Limited Liabilities

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

1.14 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.

1.15 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.

1.16 Proposal Selection Criteria

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

- 25% Ability to meet or exceed all specifications and requirements;
- 10% Schedule / Timelines for completion;
- 15% Experience / References;
- 25% Warranty & Service Plan;
- 25% Proposal Pricing

1.17 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.

1.18 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.

1.19 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:

Township of Perry
Accounts Payable
1695 Emsdale Road, PO Box 70,
Emsdale, ON POA 1J0
tpaccounts@townshipofperry.ca

1.20 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 Township of Perry 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 Township of Perry 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 two million (\$2,000,000) 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 Township of Perry in writing at least thirty (30) days prior to the effective date of cancellation or expiry.

The Corporation of the Township of Perry reserves the right to request such higher limits of insurance or other types of policies appropriate to the work, as the Corporation of the Township of Perry 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 Township of Perry.

The successful Proponent shall indemnify and hold the Corporation of the Township of Perry 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 willful or otherwise by the Proponent, its agents, officers, employees or other persons for whom the Proponent is legally responsible.

1.21 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.

1.22 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.

1.23 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 Township of Perry, 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, Township of Perry
1695 Emsdale Road, PO Box 70
Emsdale, ON POA 1J0
Telephone (705) 636-5941
beth.morton@townshipofperry.ca

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:

Kim Seguin, Treasurer 705-636-5941
treasurer@townshipofperry.ca

Inquiries must be received no later than June 13, 2024.

Section 2 – Background And Minimum Specifications

2.1 Background Information

The Township of Perry is located in the southern area of the Almaguin Highlands, Ontario, Canada. It shares a boundary with the Township of McMurrich Monteith to the west, the Township of Armour to the north, the Town of Kearney to the east and Town of Huntsville to the south. The Township of Perry is a rural community that encompasses the two hamlets of Novar and Emsdale with approximately 2600 residents.

The Township of Perry is inviting proposals from qualified and experienced vendors for the supply, fabrication and installation of **one (1)** new Outdoor Media Sign with LED Electronic Message Boards that will meet the requirements of the Municipality as outlined in this Request for Proposal document.

Further information regarding the scope of work is included in Section 2.

2.2 Proposal Format and Delivery

Proponents are required to submit one (1) copy of their proposal. The proposal must be delivered to the Township of Perry, 1695 Emsdale Road, Emsdale, ON POA 1J0 or submitted through the electronic bidding platform www.biddingo.com.

Proposals must be received no later than **12:00 p.m. on June 25, 2024**. Proposals received at 12:00 p.m. as shown on the time stamp will be accepted. Proposals received at 12:01 p.m. or later, as shown on the time stamp will be considered late, will be rejected and returned unopened to the respective Proponent.

Proposals will be officially opened after closing time. Once the award is made and approved by Council, the report recommending such award shall be a matter of public record, unless otherwise determined by Council.

A Proponent may request that their proposal be withdrawn. Withdrawal shall only be allowed if the Proponent makes the request in writing and the request is delivered to the Treasurer before the RFP closing time.

Proposals confirmed as withdrawn shall be returned unopened to the Proponent. The withdrawal of a proposal does not disqualify a

Proponent from submitting another proposal prior to the closing time.

The Municipality shall not be liable for any cost of preparation or presentation of proposals, and all proposals and accompanying documents submitted by the Proponent become the property of the Municipality and will not be returned. There will be no payment to Proponents for work related to, and materials supplied in the preparation, presentation and evaluation of any proposal, nor for the Contract negotiations whether they are successful or unsuccessful.

The Municipality, its elected officials, employees and agents shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the County of any proposal, or by reason of any delay in the acceptance of any proposal.

2.3 Scope of Work

The purpose of this Request for Proposal is to solicit proposals from qualified and experienced vendors for the supply, fabrication, and installation of one (1) new Outdoor Media wall mounted Sign with LED Electronic Message Boards to be affixed to the Emsdale Community Centre, within the Township of Perry. Messaging space and capabilities is going to be key – we want to use it to promote upcoming events/programs; recruitment of staff and volunteers; thank staff and volunteers, etc.

The sign must meet the requirements of the Municipality as outlined in this Request for Proposal document.

The proposal must provide for all of the following specifications, including but not limited to:

- a) Full colour;
- b) One sided display;
- c) Delivery and installation on building, must include installation to building, (construction is ICF block wall with metal siding);
- d) Must include electrical connection of the sign to the Township building;
- e) Sign measurements approximately 4'h x8'w;

- f) Resolution and pitch (preferred resolution of 6.67mm);
- g) Wireless g/n connectivity and or CAT 5/6 ethernet connectivity for sign programing;
- h) Please state IP and IK rating of sign and display;
- i) System shall come complete with software package (100% windows compatible) and or remote programming devise with full documentation and training;
- j) Sign (external) shall be low maintenance and construction of outdoor/all weather durable material designed to withstand Northern Ontario climate with temperatures up to -40;
- k) Electrical requirements (voltage/amperage/wattage);
- l) Required periodic service maintenance (filters/cleaning/etc);
- m) Operating temperature;
- n) Warranty: 3 year parts and labour minimum;
- o) Display should be designed for accessibility for regular maintenance;
- p) Outline availability of parts, how service would be carried out;
- q) The successful proponent shall ensure sign meets all current federal and provincial standards and the sign is fabricated by a CSA certified shop and carries a CSA, UL certified sticker upon completion.

2.4 Permit Requirements

The successful Proponent is responsible for all required permits (e.g. building permit), locates for services, engineering drawings, and engineering approvals/inspections as per the specifications.

2.5 Electrical & Conduit Requirements

All electrical components of the LED displays and Outdoor Media sign must conform to have proper labels from CSA or UL certification and have Ontario Electrical Safety Authority certification inspection. There is an existing conduit from the electrical room to the front of the building for the purpose of connection of the sign.

2.6 Other Requirements

Proposal is to include the following information:

1. Training on the operation of the software for a minimum of two (2) Municipal employees (to be completed prior to the signing off of the installed product);
2. Details of the installation of the base adequate to support the sign;
3. Maintenance package and service schedule, if available;
4. Minimum 3 years parts and labour warranty;
5. Warranty information on the actual sign; not individual parts, sensors, CSA approved and wireless programming;
6. Outline any special set up requirements or prerequisites (phone lines, power, wi-fi, networks unrelated to the internet);
7. A general concept of the sign or multiple concepts of the sign;
8. Full product and technical specifications including character height, line spacing, pixel configurations, brightness, viewing angles and distances, communication options, software requirements, compliance data, dimming capabilities, daylight sensor, temperature sensor along with any other detail that the Proponent considers relevant.

Emsdale, Ontario – Emsdale Community Centre Proposed Location indicated by red box



2.7 Contractor Responsibilities

1. The Contractor shall perform to all requirements and safety codes as minimum standards.
2. The Contractor must:
 - Examine the site where the work is to be performed.
 - Work in cooperation with the Township designated staff.
 - Work with the Municipality to ensure the new sign is located in the correct location.
 - Notify the Municipal representative ten (10) days prior to commencement of work.
 - Conduct all work in accordance with Health and Safety and Building code regulations.
3. Maintain the work site in a clean and orderly fashion at all times. During periods when the Contractor is not working, the site is to be cleaned of all debris caused by the work and the site left in a safe state. Proper construction fencing and signage, if required, must be maintained.

2.8 Commencement and Completion

The intent is to have the successful Proponent commence the project as soon as possible, with all works being completed by September 30, 2024. The Contractor shall notify the Township PRIOR to work commencing.

2.9 Municipal Inspections

The Municipality's Chief Building Official or designate shall carry out the inspections. The CBO will be the sole judge of the adequacy and completeness of the Proponent's work as to the installation and connection. The successful Proponent shall be responsible for notifying the CBO at least forty-eight (48) hours prior to the final inspection.

Section 3 – Special Provisions

3.1 Award of Contract

Subject to the Municipality's reserved rights and privileges set out in

the Request for Proposal, the contract shall be awarded to the compliant Proponent who has the highest overall evaluation score. The preference of the Municipality is to award this proposal to one (1) Proponent.

3.2 Pricing/Payment

The Municipality is seeking firm pricing for this project. Prices quoted shall be in Canadian dollars and must exclude HST.

The Municipality's standard payment terms are Net 30 days. The Municipality will not pre-pay for any equipment or services.

A lump sum price the sign shall be shown and shall include all labour, materials, installation, overhead, profit and all relative charges and represent the actual cost to the Municipality.

3.3 Provisional Work

Any work described as "provisional" may or may not be required for completion of the project called for under the Agreement. The necessity and/or actual quantity of work and/or items shall be determined by the Municipality as the Work progresses. Should optional work or any of these items be required, the Contractor shall be compensated on the basis of the unit price(s) proposed. In the event that any or all are found not to be required, the Contractor may not claim extra payment for loss of anticipated revenues or profits.

3.4 Occupational Health and Safety

The work on this project must be conducted in a safe manner. The successful Proponent and all Sub-Contractors used on the Work for the Municipality will comply with all applicable laws, regulations and by-laws of Canada, the Province of Ontario and the County, including but not limited to the *Occupational Health and Safety Act*, and all applicable regulations thereunder.

Without limiting any of the foregoing, the Successful Proponent shall have both a written occupational health and safety policy and program to implement that policy, and that all of our employees, Sub-Contractors and any other persons performing the Work shall be appropriately trained, licensed and certified, as required to perform the Work.

Section 4 – Proposal Requirements

4.1 Proposal Submission

- a) All proposal submissions must be submitted in a sealed envelope with the submission label as provided by the Township of Perry affixed firmly to the outside of the envelope with all details completed as required on the label. The term envelope shall have the same meaning as “package”. Proposals may also be submitted through the online bidding platform www.biddingo.com.
- b) Failure to include the submission requirements may result in your proposal being disqualified.

4.2 Proposal Submission Requirements

The proposal envelope shall contain one (1) copy of the proposal.

The proposal submissions must include at a minimum the following information and shall be submitted in the same sequence in order to be considered responsive.

a) Executive Summary

Please provide a brief description of your company’s proposal highlighting the key benefits.

b) Company Background and History

Provide information regarding your company’s history in the signage industry; List and describe any work your organization would potentially subcontract;

c) Proposed Sign

Submit a detailed sign design for the Township of Perry including the sign size, building components, design details and manufacturing specifications with reference to all items within the 2.3 Scope of Work. Drawings must be included. Warranty of building components (supports, connectors/welds and finish) shall be considered. Outline any special set up requirements or prerequisites (phone lines, power, wi-fi, networks unrelated to the internet).

d) Experience

The Proposal must identify the principal staff that will be assigned to

this project and associated sub-contractors if applicable, covering all qualifications for:

- the electrical requirements and their establishment to the new sign, with hydro installation to meet the ESA Code requirements,
- ability to provide ongoing quality control of the project.
- ability to oversee the project from design stage through to final completion.

e) Schedule

Provide a timeline with anticipated completion dates of construction phases.

f) Additional Recommendations

Proponents are encouraged to submit any value-added recommendations for consideration by the Municipality.

g) References

Provide at least three (3) references the Municipality may contact. References should be from facilities that have your Outdoor Media Sign with LED Message Board fully functioning in place. References must include the name of the organization, contact person, phone number and **email address**. The Proponent must ensure that the references are aware that they may be contacted as a reference.

h) Pricing Summary

Include a price as part of your submission; the pricing summary shall include the following:

- Include a detailed cost for the Township of Perry;
- Include a detailed cost ongoing software support annually;

i) Form of Proposal – Declaration

Include a signed and completed copy of the Form of Proposal – Declaration.

4.3 Evaluation Process

- a) Each proposal will be evaluated on its clarity and the demonstrated understanding of the requirements, the services proposed and timeframes, as well as the Proponent’s experience and the anticipated benefit. A short list of firms may be created for purposes of a presentation or demonstration, should this be required. Proponents may be contacted to explain or clarify their proposals; however, they will not be permitted to alter information as submitted.

- b) An Evaluation Committee will be established from members of the Township of Perry or any others as deemed necessary.
- c) Proposals will be evaluated on the basis of all information provided by the Proponent. Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. Failure to comply with these requirements may deem the proposal non-responsive.
- d) Selection of a proposal will be based on (but not solely limited to) the following criteria and any other relevant information provided by the Proponent at the time of submission as well as any additional information provided during subsequent meetings with the Proponent.
- e) In recognition of the importance of the procedure by which a Proponent may be selected, the following criterion outlines the primary considerations to be used in the evaluation and consequent awarding of this project (not in any order). The Municipality reserves the right to evaluate and rank each submission using criterion noted. Actual individual scores will be confidential.
- f) The rated criteria for pricing will be scored based on the lowest overall cost receiving the maximum points. All other overall cost amounts will be divided into the lowest overall cost price and awarded points, rounded to the closest full point.

4.4 Evaluation Criteria

Rated Criteria	Maximum Points
Ability to Meet or Exceed all specifications	25
Schedule / Timelines	10
Experience / References	15

Warranty / Service Plan	25
Pricing / Total Overall Cost	25
Total Score	100

4.5 **Ratings**

0	Did not submit information
1	Does not satisfy the requirements of the criteria in any manner
2	Addresses most of the requirements of the criteria to the minimum acceptable level. Lacking in critical areas.
3	Addresses most of the requirements of the criteria to the minimum acceptable level. May be lacking in some areas that are not critical.
4	Fully meets all requirements of the criteria.
5	Proposal exceeds the requirements of the criteria in superlative ways /very desirable.

All qualified proposal submissions will be reviewed and evaluated. Additional information may be requested if necessary.

Section 5 – Proposal Requirements

5.1 Rights of the Municipality

- a) The Municipality is not liable for any costs incurred by the Proponent in the preparation of their response to the RFP or selection interviews, if required. Furthermore, the Municipality shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the Municipality of any proposal or by reason of any delay in the award of the contract.
- b) The Municipality reserves the right to accept any proposal, in whole or in part, that it feels most fully meets the selection criteria. Therefore, the lowest cost proposal, or any proposal may not necessarily be accepted. Municipality staff shall evaluate all compliant proposals received by the closing time and make evaluations and recommendations for acceptance.
- c) The Municipality reserves the right to request specific requirements not adequately covered in their initial submission and clarify information contained in the Request for Proposal.
- d) The Municipality reserves the right to modify any and all requirements stated in the Request for Proposal at anytime prior to the possible awarding of the contract.
- e) The Municipality reserves the right to cancel this Request for Proposal at any time, without penalty or cost to the County. This Request for Proposal should not be considered a commitment by the Municipality to enter into any contract.
- f) The Municipality reserves the right to enter into negotiations with the selected Proponent. If these negotiations are not successfully concluded, the Municipality reserves the right to begin negotiations with the next selected Proponent.
- g) Proposals shall remain open and subject to acceptance for a period of ninety (90) days from closing date.
- h) In the event of any disagreement between the Township and

the Proponent regarding the interpretation of the provisions of the Request for Proposal, the Treasurer or an individual acting in that capacity, shall make the final determination as to interpretation.

- i) No proposal shall be accepted from any person or Proponent who, has a claim or has instituted a legal proceeding against the Municipality or against whom the Municipality has a claim or has instituted a legal proceeding, without the prior approval of Municipal Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this RFP.

5.2 Conflict of Interest

- a) The Proponent declares that no person, firm or corporation with whom or which the Proponent has an interest, has any interest in this RFP or in the proposed contract for which this proposal is made.
- b) The Proponent further declares that no member of the Council of the Township of Perry and no officer or employee of the Township of Perry will become interested directly or indirectly as a contracting party, partner, shareholder, surety, or otherwise in or in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived there from.
- c) Should the Proponent feel that a conflict of interest or potential conflict of interest exists; the Proponent must disclose this information to the Township of Perry prior to the submission of a proposal. The Township of Perry may, at its discretion, delay any evaluation or award until the matter is resolved to the Township of Perry's satisfaction. The Township of Perry may allow a conflict of interest or potential conflict of interest to exist if it is satisfied that there are adequate safeguards in place and if the Township of Perry determines that it is in its best interests to do so.
- d) The Township of Perry reserves the right to disqualify a proposal where the Municipality believes a conflict of interest or potential conflict of interest exists.

5.3 Modified Proposals

In the event that a preferred proposal does not entirely meet the requirements of the Municipality, the Municipality reserves the right to enter into negotiations with the selected Proponent, to arrive at a mutually satisfactory arrangement and to make any modifications to the proposal as are in the best interests of the Municipality.

5.4 Disqualification of Proponents

More than one proposal from an individual firm, partnership, corporation or association under the same or different names will not be considered. Collusion between Proponents will be sufficient for rejection of any proposals so affected.

5.5 Confidentiality

The proposal must not be restricted by any statement, covering letter or alteration by the Proponent in respect of confidential or proprietary information. The Municipality will treat all proposals as confidential. The Municipality will comply with the *Municipal Freedom of Information and Protection of Privacy Act*, and its retention by-law pursuant to the Municipal Act, in respect of all proposals. All Public Reports approved by the Council of the Township of Perry will become public information.

5.6 Proposal Assignments

The successful Proponent will not be permitted to assign or transfer any portion of the proposal as submitted or the subsequent agreement without prior written approval from the Municipality.

5.7 Purchasing Policy

Submissions will be solicited, received, evaluated, accepted and processed in accordance with the Municipality's Purchasing Policy as amended from time to time. In submitting a proposal in response to this RFP, the Proponent agrees and acknowledges that it has read and will be bound by the terms and conditions of the Municipality's Purchasing Policy. The Purchasing Policy can be viewed on the Municipality's website. www.townshipofperry.ca.

5.8 Failure to Perform

Failure to comply with all terms and conditions of this proposal, and failure to supply all documentation, as required herein, shall be just cause for cancellation of the award. The Municipality shall then have the right to award this contract to any other Proponent or to re-issue this RFP.

5.9 Agreement

A written agreement, prepared by the Municipality shall be executed by the Municipality and the successful Proponent. The complete proposal package submitted by the successful proponent, together with the entire Request for Proposal documents prepared by the Township of

Perry, shall form part of the Agreement.

5.10 Insurance Requirements

Any agreement resulting from this RFP will contain at a minimum the following insurance requirements:

- a) Comprehensive general liability insurance including bodily injury and property damage liability, personal injury liability, completed operations liability, blanket contractual liability with a severability of interest and cross liability clause to a limit of no less than five million (\$5,000,000) dollars in respect to any one occurrence.
- b) The above-mentioned policy shall be endorsed to include the Township of Perry as an Additional Insured.
- c) Non-owned Automobile liability policy to a limit of no less than two million (\$2,000,000) dollars.
- d) Automobile Insurance to include against claims for personal injury, death, property damage or loss, arising from an accident or occurrence relating to this agreement, in an amount of not less than Two Million (\$2,000,000) dollars in respect of each claim or occurrence. The insurance policy as required herein shall be in force during the term of the Contract.
- e) The aforementioned policies of insurance shall contain or shall be subject to the following terms and conditions:
 - be written with an insurer licensed to do business in Ontario;
 - be non-contributing with, and will apply only as primary and not excess to any other insurance or self-insurance available to Township of Perry;
 - contain an undertaking by the insurer to notify the Municipality in writing not less than sixty (60) days before any material change in risk or cancellation of coverage.
 - any deductible amounts shall be borne by the Proponent.
 - The Proponent shall provide proof of insurance upon execution of the Agreement. Proof of insurance shall be in the form of Certificates of Insurance, in form and detail satisfactory to the County, signed by an authorized representative of the insurer. The Proponent will make available the complete original copies of all applicable insurance policies for examination if required.

- Certificates of Insurance evidencing renewal or replacement of policies shall be delivered to the Municipality within fifteen (15) business days prior to the expiration or replacement of the current policies, without demand by the Municipality.

5.11 Indemnification

The successful Proponent shall indemnify and hold harmless the Township of Perry, its officers, Municipal Council, Employees and volunteers from and against any liabilities, claims, expenses, demands, loss, cost, damages, suits or proceedings by whomsoever made, directly or indirectly arising directly or indirectly by reason of a requirements of this agreement save and except for damage caused by the negligence of the Municipality or their employees.

5.12 Compliance with the Accessibility for Ontario with Disabilities Act 2005

The Proponent shall ensure that all its employees and agents receive training regarding accessibility as outlined in the Accessible Customer Service Standard (Ontario Regulation 429/07) and the Integrated Accessibility Standards Regulation (Ontario Regulation 191/11). The Proponent is responsible to ensure that all of its employees, volunteers and others for which the Proponent is responsible are adequately trained.

5.13 Workplace Safety and Insurance Coverage

- a) The successful Proponent must obtain and forward to the Township a letter of clearance from the Workplace Safety and Insurance Board stating that the Proponent is in good standing with the Board as of the current date and every 60 days thereafter ensuring ongoing good standing with the Workplace Safety and Insurance Board.
- b) If you are unable to submit this clearance because you are claiming as independent operator status, with no insurable workers, you must submit to Financial Services a written confirmation from the Workplace Safety and Insurance Board of its status as an independent operator for the contract.
- c) The Proponent shall at all times pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the Workplace Safety and Insurance Act and upon failure to do so, the Municipality may pay such assessment or compensation

to the Workplace Safety and Insurance Board, and the Proponent shall forthwith reimburse the Municipality. The Municipality may at its option deduct such expenses from any monies owed to the successful Proponent.

5.14 Disqualification

The Municipality may, in its sole discretion, disqualify a proposal or cancel its decision to make an award under this RFP, at any time prior to the execution of the Agreement by the municipality, if,

- the Proponent fails to cooperate in any attempt by the Municipality to verify any information provided by the Proponent in its proposal;
- the Proponent contravenes one proposal per Person or Entity;
- the Proponent fails to comply with the laws of Ontario or of Canada, as applicable;
- the Proposal contains false or misleading information;
- the Proposal, in the opinion of the Municipality, reveals a material conflict of interest;
- the Proponent misrepresents any information contained in its proposal.

5.15 Proponent's Costs

a) The Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses related to the Proponent's involvement in;

- the preparation, presentation and submission of its proposal;
- the Proponent's attendance at the Proponent's meeting;
- due diligence and information gathering processes;
- site visits and interviews;
- preparation of responses to questions or requests for clarification from the Municipality;
- preparation of the Proponent's own questions during the clarification process; and,

- agreement discussions.
-
- b) The Municipality is not liable to pay such costs and expenses or to reimburse or compensate a Proponent under any circumstances, regardless of the conduct or outcome of the RFP Process, including the rejection of all proposals or the cancellation of the RFP, and including any negligence of the Municipality in the conduct of the RFP process.

Section 6 – Form of Proposal

6.1 Declaration

I/We the undersigned authorized signing officer of the Proponent, HEREBY DECLARE that no person, firm or Corporation other than the one represented by the signature (or signatures) of proper officers as provided below, has any interest in the proposal.

I/We further declare that all statements, schedules and other information provided in this proposal are true, complete and accurate in all respects to the best knowledge and belief of the Proponent.

I/We declare that this proposal is made without connection, knowledge, comparison of figures or arrangement with any other company, firm or persons making a proposal and is in all respects fair and without collusion for fraud.

I/We further declare that no employee of the Corporation of the Township of Perry is or will become interested, directly or indirectly as a contracting party or otherwise in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be therein or in any of the monies to be derived there from.

I/We further declare that the undersigned is empowered by the Proponent to negotiate all matters with the Corporation of the Township of Perry's representatives, relative to this proposal.

I/We further declare that the agent listed below is hereby authorized by the Proponent to submit this proposal and is authorized to negotiate on behalf of the Proponent.

I/We further agree in submitting this proposal, we recognize the Municipality may accept any proposal in whole or in part, or elect to reject all proposals.

ACKNOWLEDGEMENT OF ADDENDA

I/We have received and allowed for ADDENDA NUMBER _____ in preparing my/our proposal. Insert #'s or "none"

Company Name

Signature

Print Name

NOTE: Failure to sign this page and return with your submission will result in non-acceptance of your submission.

Proponent Contact Information

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 For Outdoor Media Sign
RFP-2024-008**

Company Name: _____

Contact Person: _____

Phone Number: _____

Email Address: _____

Mailing Address: _____

Closing: June 25, 2024 12:00 pm EST

**Deliver To: Township of Perry
 1695 Emsdale Road,
 Emsdale, ON POA 1J0
 ATTN: Kim Seguin, Treasurer**