



REQUEST FOR PROPOSAL

Parks and Recreation Department

Design, Supply and Installation of a Pylon Sign and Rear Entrance Sign for the Petawawa Civic Centre

RFP No. PRD-03-18

Please submit complete proposal using the attached forms,
quoting the above proposal number and closing date; and forward before
10:00:00 a.m. local time, Tuesday June 5, 2018 to:

**Town Clerk
The Corporation of the Town of Petawawa
Town Hall
1111 Victoria St.
Petawawa, Ontario
K8H 2E6**

Submissions must be received in accordance with the attached RFP forms,
Specifications, Instructions to Vendors, and Standard Terms and Conditions.

Contact:

Mr. Kelly Williams
Manager of Parks and Recreation
16 Civic Centre Rd.
Petawawa, Ontario, K8H 3H5
613-687-5658 ext. 2104
kwilliams@petawawa.ca

Note: Potential proponents **must provide contact information to the Town (e-mail to kwilliams@petawawa.ca)** in order to be placed on the distribution list and to be advised of any addenda or further information that may be issued regarding this project. **A mandatory site meeting is scheduled for Thursday May 17, 2018 at 2:00 pm.**

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A. THE PROJECT AND PROPOSALS

1.0 INTRODUCTION

The Town of Petawawa, Ontario is nestled on the western shores of the Ottawa River, 160 km west of Ottawa and just east of Algonquin Park. Covering 165 square kilometres, Petawawa has the largest population in the County of Renfrew at 17,187, and population concentration between Ottawa and North Bay. Petawawa enjoys a unique partnership with Garrison Petawawa, Canada's second largest military base with over 7,000 military and civilian personnel.

The Petawawa Civic Centre is located on the west side of Petawawa's community hub. The hub features a health centre, a JK-12 school, an elementary school, the Petawawa Heritage Village and a regional ambulance/paramedic facility. The Civic Centre complex features a single pad arena, public library and a number of outdoor facilities including a splashpad, 3 ball diamonds, 3 soccer fields, tennis courts, mini-putt, Kinhut (canteen/bar), bike park, dog park and a track and field facility it shares with neighboring Valour School (JK-12).

In 2016, due to widening of the main adjacent artery to the complex, Civic Centre Rd., the complex's aged street sign was removed and given its design and age, was not replaced. The Town of Petawawa wishes to install a modern pylon sign at the corner of Civic Centre Rd. and Volunteer Way appropriate for the complex and the growing commercial area that is developing around the Civic Centre complex. Additionally, a corresponding entrance sign is required for the newly re-designed rear entrance to the Civic Centre complex located at the corner of Civic Centre Rd. and Highland Park Drive (see Appendix "G"). Proponents are asked to submit a proposal that includes their sign design, project plan, specifications, installation and total cost for a complete turnkey project. Should none of the Proposals be accepted, a re-issuance of the Requests for Proposal (RFP) is possible.

2.0 KEY OBJECTIVES

The key objectives of this RFP include:

- The design, supply and installation of a pylon sign appropriate for the Petawawa Civic Centre Complex. The pylon sign design should include backlighting and a digital display option.
- The design, supply and installation of a rear entrance sign appropriate for the Petawawa Civic Centre Complex. The sign design should include backlighting and be appropriate in size for its intended use.
- The pylon sign and rear entrance sign designs shall consider key design elements currently utilized in the municipal signage program such as colours, watermark, logo, fonts, shape(s) etc. The current municipal signage program and the design elements contained within have been applied to a number of new park and facility sign installations throughout the municipality over the past couple of years (see Appendix "F").

3.0 TERM OF THE PROJECT

The completion date for the work is set for **September 30, 2018** as per the attached terms of reference for the Conceptual Design Plan. The Town of Petawawa reserves the right to cancel the contract at its sole discretion based on sixty (60) days notice.

4.0 RFP SCHEDULE

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the Town of Petawawa reserves the right to modify any or all dates at its sole discretion

Release of RFP:

Site Meeting (mandatory)

Deadline for Submitting Questions:

Deadline for Responding to Questions:

RFP Closes:

Tuesday May 8, 2018.

Thursday May 17, 2018 – 2:00 pm

Thursday May 24, 2018 – 4:00 pm

Tuesday May 29, 2018

Tuesday June 5, 2018 – 10:00:00 am

Final Selection and Notification:

June 2018.

5.0 PROJECT AUTHORITY AND INVOLVEMENT

This RFP is administered by the Manager of Parks and Recreation reporting to the Chief Administrative Officer (CAO). All inquiries regarding this RFP must be directed as specified in Section A – 7.0 herein.

6.0 PROJECT STAKEHOLDERS

The decision making authority rests with the Corporation of the Town of Petawawa.

The following parties are stakeholders in this Request for Proposal:

- Town of Petawawa Mayor and Council
- Town of Petawawa Chief Administrative Officer
- Parks and Recreation Department
- Petawawa Civic Centre Fundraising Committee

7.0 INQUIRIES

Any clarification of this document or request for additional information must be received by **4:00 p.m. Thursday May 24, 2018** in writing or email to:

Mr. Kelly Williams
Manager of Parks and Recreation
Town of Petawawa
Parks and Recreation Department
16 Civic Centre Rd.
Petawawa, Ontario
K8H 3H5
613-687-5678 ext. 2104
613-687-6746 (fax)
kwilliams@petawawa.ca
www.petawawa.ca

If necessary, a written addendum will be sent to all proponents. Should any proponent find discrepancies in, or omissions from the specifications, or should a proponent be in doubt as to their meaning, they must notify the staff contact indicated in this section in order to obtain clarification.

No notation calculated or intended to change or alter the above context in respect of specification(s), delivery, terms, conditions, etc., shall be made to the herein form by any proponent. All points as may be intended to reflect changes as herein referred shall be clearly set out in a separate letter, which shall be appended hereto.

8.0 PROPOSAL CONTENT

- Understanding of the Project** - The proposal shall include a statement of the Proponents understanding of the project and the proposed approach and tasks to carry out the work. The proposal shall also include a complete budget for the project including a breakdown of costs including but not limited to both the front entrance pylon sign and the rear entrance sign, supporting structures, engineering, electrical, installation etc. and a firm final price to carry out the project.
- Company Profile** - Submissions shall include the legal name and form of the firm(s), a company profile(s), specify the parent company if applicable, including years in business, an overview of the experience of the firm(s) in providing similar services or goods to the public sector, and any other relevant information about the responding firm(s). The proposal shall also include a

list of key personnel, including sub-contractors, to be involved in the project together with their qualifications and experience and availability throughout the course of the project.

- c. **Acknowledgements** - The proponent shall provide completed **Appendix "A"** – Acknowledgements, confirming any addenda received.
- d. **Pricing and Completion Schedule** - The Proponent shall provide completed **Appendix "B"** – Pricing and Completion Schedule providing the firm price for design, supply, delivery and installation, in Canadian funds, at the Town of Petawawa, excluding HST. The Proponent shall provide their HST registration number, or indicate if they operate as a Small Trader with the Federal Government. Prices remain firm for a period of 120 days from the date of the Proposal closing.
- e. **Form of Irrevocable Offer** - The Proponent shall provide a completed **Appendix "C"** – Form of Irrevocable Offer.
- f. **References** – The proponent shall provide completed **Appendix "D"** – References – providing a list of not less than three (3) references for work completed within the last five (5) years and that may be contacted by Town staff. The Town reserves the right to contact any or all of the supplied references and may disqualify Proponents who have been given negative performance/service and/or quality ratings by supplied references or other references contacted.
- g. **Plans and Renderings** – The Proponent shall submit one **(1) Original and three (3) copies** of their proposed Sign plan and **four (4) colour 3-D renderings of the proposed signs**. Faxed or e-mailed proposals will not be accepted.
- h. **Meets Specifications** – The Proponent shall provide sufficient details that provide confirmation that all equipment and work meets the requirements of the RFP. Failure by the Proponent to provide such confirmation may result in rejection of the Proposal as null and void.
- i. **Quality and Component finishes** – The Proponents shall provide information regarding the quality and durability of the components of both required signs included in the proposal. The Proponents shall provide specifications regarding product/component longevity/lifecycle and ability to withstand natural elements such as sun/UV, wind, moisture etc.
- j. **Proponent Resources** - Proponents must detail any resources they will provide and require as part of the Proposal. This includes all resources; third party consultants or sub-contractors including Town of Petawawa resource requirements that are assumed to be outside those requirements defined in the document.
- k. **Warranty and Maintenance** – The Proponent shall provide written information on warranty on all components supplied and installed with this proposal including OEM Warranties. The Proponent shall outline any additional extended warranty available including costs. Warranty coverage is to begin on the Town's first In-service date. The Proponent will guarantee the work for two (2) years from date of substantial completion against all defects in material, equipment and workmanship. The guarantee shall also cover repair to any part of the premises resulting from defects in material, equipment, and workmanship to the satisfaction of the Town. Repairs must be made promptly at no cost to the Town.
- l. **Page Format** – Page size shall be 8.5 x 11 inches. All margins shall be no less than 1 inch. Pages shall be spaced no smaller than single spacing. All copies of the proposal shall be printed single sided.
- m. **Binding and Labelling** – All sections of the proposal submission shall be bound together in one 3-ring binder. Each binder shall have the RFP number, the proponent's identity and one shall bear the name "ORIGINAL" and the remaining shall bear the name "COPY", along with the copy number printed on the cover. Pages shall be numbered sequentially by section, identifying the RFP number, section number and page number in the upper right hand corner of the page. Tabbed dividers shall separate each section.

9.0 EVALUATION OF PROPOSALS

Submission evaluation will be conducted pursuant to the Town's Purchasing By-Law. The bid submission review committee will be established to evaluate bid submissions. The bid submission review committee will consist of: Manager of Parks and Recreation, Parks and Recreation Facilities Supervisor and two executive members associated with the Petawawa Civic

Centre Fundraising Committee.

Project submissions to be evaluated based on the criteria as set out in Table 1 below.

Table 1 – Evaluation of Submissions

Evaluation Criteria	Weighting
Price – Lump sum	40%
Company Profile - experience, qualifications, references and service responsiveness.	10%
Sign Designs – suitability of product for intended use, visual appearance, functionality, use of current sign design elements.	30%
Sign Quality - quality of components and finishes, durability/ lifespan, ease of use/maintenance and warranty(s)	20%
Total:	100%

- A. **Oral Presentation** – The Town does not intend to interview proponents; however, the Town reserves the right to interview proponents in the competitive range if necessary. If the Town conducts such interviews, each proponent within the competitive range shall make an oral presentation to the Town's Evaluation Committee, and participate in a question and answer session. The purpose of the oral presentation and the question and answer session is to permit the Evaluation Committee to fully understand and assess the proposal, the qualifications of each proponent and the proponent's key personnel. The submission will be re-scored at the conclusion of the oral presentation.
- B. **Length of Oral Presentation** – Each proponent will be given up to 30 minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately 30 minutes for the Evaluation Committee to assess the presentation and prepare questions. The proponent will then respond to questions from the Evaluation Committee for no more than 30 minutes.
- C. **Schedule** – The order of presentations will be selected randomly and the proponents will be informed of their presentation date before the beginning of the oral presentations. The Town reserves the right to reschedule any proponent's presentation at the discretion of the contracting officer.
- D. **Proponent Attendees** – The oral presentation will be made by the proponent's personnel who will be assigned the key jobs for this project. Each proponent will be limited to 4 persons. The job functions of the persons attending the presentation will be considered to be an indication of the proponent's assessment of the key areas of responsibility that are deemed essential to the successful completion of the project.
- E. **Topics** – The proponent may present information about its proposal, quality/ durability of the proposed components, what sets their product apart from others in the marketplace, new technologies incorporated into their product, benefits their product brings to the facility and why the Town of Petawawa should choose their product over others.
- F. **Best and Final Offer (BAFO)** – The RFP evaluation committee may provide bidders with an opportunity to provide a Best and Final Offer (BAFO). The BAFO process represents an optional step in the bidder selection process and is not part of the contract negotiation process. BAFOs may be useful when no single response addresses all the specifications, when the costs submitted by all bidders are too high, when two or more bidders are virtually tied after the evaluation process or when all bidders submitted responses that are unclear or deficient in one or more areas.

- G. **Form of Contract** - The proponent agrees to enter into an agreement with the Town of Petawawa, within ten (10) business days of being awarded the RFP. The agreement will be in a Form of Contract executed in duplicate.

10.0 SUBMISSION OF PROPOSALS

Submissions in sealed envelopes, clearly marked **RFP No. PRD-03-18**, will be received no later than **10:00:00 a.m. Local Time, Tuesday June 5, 2018** and shall be addressed to the Town Clerk, 1111 Victoria St., Petawawa, ON, K8H 2E6. Submissions will be received by the staff person designated by the Town at the Town Office counter no later than the time and date stated in this section.

To receive consideration, proposal documents must be received prior to the specified time of closing. Proponents are solely responsible for the method and timing of delivery of the proposal documents. Failure to comply with proposal submission requirements may result in the rejection of the proposal. No proposal documents may be withdrawn after closing. Prior to closing, RFP's may be withdrawn only upon written request signed by an authorized officer of the company. Faxed or electronic submissions will not be accepted.

11.0 FORM OF CONTRACT

The proponent agrees to enter into an agreement with the Town of Petawawa within ten (10) business days of being awarded the RFP. The agreement will be in a Form of Contract executed in duplicate. An example of the Agreement is attached to this RFP as Appendix "E".

B. GENERAL TERMS AND CONDITIONS

The following terms and conditions are deemed accepted by all submitters of proposals in response to this RFP and are deemed incorporated into every contract resulting from this RFP:

1. DEFINITIONS

The following definitions apply:

- A. **"Agreement"** is the Form of Contract attached hereto as Appendix "E".
- B. **"Applicable Law"** and **"Applicable Laws"** means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals and other legal requirements of any government and/or regulatory authority in effect from time to time.
- C. **"Business Day"** or **"Business Days"** means Monday to Friday between the hours of 8:30 a.m. to 4:30 p.m., except when such a day is a public holiday, as defined in the *Employment Standards Act* (Ontario), or as otherwise agreed to by the parties in writing.
- D. **"Conflict of Interest"** means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Proponent's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement.
- E. **"Days"** means calendar days.
- F. **"Eligible Proposal"** means a proposal that meets or exceeds a prescribed requirement, allowing it to proceed to the next phase.
- G. **"Evaluation Team"** means the individuals who have been selected by the Town to evaluate the proposals.

- H. **“Personal Information”** means recorded information about an identifiable individual or that may identify an individual.
- I. **“Preferred Proponent”** means the Proponent(s) that the Town has identified as the highest-ranked Proponent(s) in accordance with the evaluation process.
- J. **“Proponent”** or **“Proponents”** means an entity that submits a Proposal in response to this RFP and, as the context may suggest, refers to a potential Proponent.
- K. **“Proposal”** or **“Proposals”** means all of the documentation and information submitted by a Proponent in response to the RFP.
- L. **“Proposal Submission Deadline”** means the Proposal submission date and time as set out in **Section A 9.0 Submission of Proposals**, and may be amended from time to time in accordance with the terms of this RFP.
- M. **“Purchaser”** means the Town of Petawawa, and which is the purchasing authority pursuant to this RFP.
- N. **“Request for Proposals”** or **“RFP”** means this Request for Proposals issued by the Purchaser for the purchase of the Services, and all addenda thereto.
- O. **“RFP Coordinator”** means the individual identified in **Section A 7.0 - Inquiries**.
- P. **“Services”** means the services intended to be procured pursuant to this RFP.
- Q. **“Town”** means the Town of Petawawa.
- R. **“Unfair Advantage”** means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to (i) possessing, or having access to, information in the preparation of its Proposal that is confidential to the Purchaser and which is not available to other Proponents, (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the RFP process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and result in any unfairness.

2. Opening process.

The following processes shall be used when RFP submissions are opened:

- A. Only the name of each proponent will be released at the time of opening.
- B. The pricing component and the ranking of all accepted submissions will be reported to Council upon award recommendation.

3. Improper Delivery.

Electronic, telegraphic, telephone, or facsimile submissions in response to this RFP will not be accepted. Late submissions in response will also not be accepted.

4. Signing Requirements.

Submissions that are not signed will be rejected. Signing of submissions shall be in the form set out in Irrevocable Offer D which shall be attached to the proposal. If the submitter of a proposal is an incorporated company, the proposal must be executed by the signing officer(s) of the company with the company seal placed beside the signature(s). If the submitter of a proposal is not an incorporated company, the submitter of a proposal should sign his or her own name in the presence of a witness who should sign beside the submitter of a proposal's name.

5. Applicable Law.

This RFP, each submission and the Project itself are each subject to the provisions of all applicable law, including:

- the *Municipal Freedom of Information and Protection of Privacy Act*, RSO 1990, c. M54,

- *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, each proponent warrants that they have the experience training and equipment to ensure all work performed under the contract is done safely and in accordance with all applicable health and safety legislation and that they have control over the workplace and is fully responsible for the health and safety of all employees and others present on the site. Each proponent also acknowledges that the Town is relying on this warranty in its decision to award the contract to the proponent,
- *Ontarians with Disabilities Act, 2001*, S.O. 2001, c.32, section 13 of which statute states:
In deciding to purchase goods or services through the procurement process for the use of itself, its employees or the public, the council of every municipality shall have regard to the accessibility for persons with disabilities to the goods or services.

This RFP, each submission and the Project itself are also each subject to the provisions of the Procurement Policies and Procedures By-law 306/04 of the Corporation of the Town of Petawawa, as amended.

6. Town Not Liable for RFP Costs.

The Corporation of the Town of Petawawa is not liable for any costs incurred by the submitter of a proposal in responding to this "Request for Proposal".

7. Required Warranties.

Each submitter of a proposal is deemed to expressly declare and warrant in the proposal that;

- i. The prices in this Proposal have been arrived at independently from those of any other submitter of a proposal.
- ii. The prices in this Proposal have not been knowingly disclosed by the submitter of a proposal, and will not knowingly be disclosed by the submitter of a proposal prior to award, directly or indirectly, to any other submitter of a proposal or competitor.
- iii. No attempt has been made, nor will be made, to induce any other person to submit or not to submit a proposal for the purpose of restricting competition.
- iv. This proposal is in all respects fair and without collusion or fraud.
- v. There has been no violation of copyrights or patent rights in manufacturing, producing or selling the materials and/or services shipped or ordered as a result of this proposal, and the seller agrees to hold the purchaser harmless from any and all liability, loss, expense, action or suit occasioned by any such violation.
- vi. All materials and/or services proposed to be supplied to the Corporation of the Town of Petawawa conform in all respects to the standards set forth by Federal and Provincial agencies.
- vii. The submitter of the proposal is:
 - a. Competent to perform the work described in this RFP ["the work"];
 - b. Has the necessary qualifications, including knowledge, skill and experience to perform the work, together with the ability to use those qualifications effectively for that purpose;
 - c. Shall supply everything necessary for the performance of the work;
 - d. Shall carry out the work in a diligent and efficient manner;
 - e. Ensure the work is of proper quality, material and workmanship; is in full conformity with the specifications; and meets all other requirements of this RFP and any subsequent contract.
- viii. The submitter waives all rights of lien which might arise in relation to any contract from this RFP under section 3(1) of the *Repair and Storage Liens Act*, R.S.O. 1990, c. R.25.
- ix. The submitter has and follows a health and safety plan for employees and representatives who will be present on the property of the Corporation of the Town of Petawawa as part of any contract arising from this RFP.
- x. The submitter confirms that the price proposed is an upset limit above which the Town is not required to pay and that where there is uncertainty as to the price proposed, the unit price shall govern.

8. Errors and Omissions.

It is understood and agreed that this RFP includes specific requirements and specifications. The Town shall not be held liable for any errors or omissions in any part in this RFP. Nothing in the RFP is intended to relieve the Proponent from forming their own opinions and considerations with respect to the matters addressed in the RFP. There will be no consideration of any claim after submission of Proposals, that there is a misunderstanding with respect to the conditions imposed by the contract.

9. No Obligation to Contract.

Submissions made in response to this Request for Proposals do not constitute the acceptance of a contract with the Town of Petawawa. Submissions constitute offers which the Town may or may not accept on its sole discretion. The Corporation of the Town of Petawawa further reserves the right to accept or reject any or all proposals or parts of proposals, to order additional units at the price submitted, or to accept any proposal considered in its best interest, and to request re-proposals on the required materials and/or services. The Corporation of the Town of Petawawa also reserves the right to waive irregularities and technicalities and to do so in its sole discretion. The Corporation of the Town of Petawawa further reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interests of the Town in the opinion of the Town. The Town of Petawawa reserves the right to include consideration of any outstanding claims against or by the Town, any record of poor performance with the Town and the appropriateness of any key personnel in evaluation of any proposal and to reject any proposal based on record of past poor quality of service, claims and disputes or difficulties related to proceedings in completed past projects for the Town.

Each submission of a signed proposal is deemed an irrevocable offer which may be accepted, at the sole option of the Corporation of the Town of Petawawa and after negotiation, only by entering into a formal contract upon such acceptance the terms, responsibilities, and specifications as required by the Corporation of the Town of Petawawa including but not limited to those set out herein. The Town reserves the right to reject an offer to supply goods and services presented in response to the Town's procurement processes where the Town determines that the person making the offer is in any way indebted to the Town and in its sole discretion is of the opinion that it is in the Town's best interests that the offer be rejected.

Notwithstanding anything contained in the Agreement to the contrary, the Town may, at any time prior to the completion of the services, terminate this Agreement by giving thirty (30) days written notice to the Contractor. Upon a termination notice being given, the Contractor shall immediately cease services in accordance with and to the extent specified in the notice. In the event of a termination notice being given in accordance with this Agreement, the Contractor shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the services and for which the Contractor has not already been so paid or reimbursed by the Town.

10. Contract Payments.

Unless otherwise specified, should the Corporation of the Town of Petawawa enter into a contract relating to the Project, it will make payment of accounts within thirty (30) days of either the date on which the materials and/or services have been accepted to the satisfaction of the Corporation of the Town of Petawawa, or the date on which the invoice is received, whichever is later.

11. Limitation of Liability.

Unless otherwise agreed, should the Corporation of the Town of Petawawa enter into a contract relating to the Project, the other contracting party shall agree to hold the Corporation of the Town of Petawawa harmless from any and all liability, claim, (including damages, fines, insurance adjuster's fees and legal costs on a full recovery basis), loss, expense, action or suit arising from the Project. Independent of any steps taken by the Town, it shall be the Contractor's responsibility to investigate and handle any and all third party claims arising from the project in a professional manner, within 30 days of receipt, and provide a copy of the response to the Town.

12. Dispute.

In cases of dispute as to whether or not deliverables meet the requirements of the Corporation of the Town of Petawawa, the decision of such agent as the Corporation of the Town of Petawawa may appoint will be final and binding.

13. No Assignment.

Unless otherwise agreed, should the Corporation of the Town of Petawawa enter into a contract relating to the Project, the other contracting party shall not, without the written consent of the Corporation of the Town of Petawawa, assign or subcontract any aspect of the Project or the deliverables.

14. Fit for Use.

All things supplied under the Project shall be fit for the use specified in the governing documents whether or not detailed specifications on the various components are not set out in the documents.

15. No Implied Waiver.

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to otherwise enforce such provision or to seek damages for the breach thereof.

16. Governing Law.

All submitter of proposals, including those outside the Province of Ontario, agree that the rights of all parties shall be governed by the laws of the Province of Ontario and that the venue for dispute shall be within the Province of Ontario. Proponents must be able to demonstrate their ability to perform the work under the law of the Province of Ontario and provide such security as might be required and enforceable under the law of the Province of Ontario.

17. Conflict of Interest.

The proponent covenants that the work will be undertaken without a conflict of interest and that during the course of the work, the proponent shall not undertake any work for any other client, which would result in a conflict of interest, without the prior written consent of the Town.

18. Force Majeure.

Neither party shall be held responsible for any remedy arising from delay or failure to perform obligations under this RFP or the Project when such delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

19. Deemed Satisfaction as to Submission.

The submission of a proposal shall be deemed conclusive proof that the submitter of a proposal has satisfied itself as to all the requirements set out in the RFP, all the conditions which may be encountered, what materials and/or services he/she will be required to supply, or any other matter which may enter into the carrying out of the Project. No claims will be entertained by the Corporation of the Town of Petawawa based on the assertion by the submitter of a proposal that it was uninformed as to any of the requirements of the proposal.

20. Default Under Project.

In case of a default of performance of the Project, the Corporation of the Town of Petawawa reserves the right to transfer the Project to another source. All additional expenses arising from such transfer will be charged to the original submitter of a proposal or contractor and are due forthwith.

21. Title and IP Right to the Work.

Title and intellectual property interest ["IP"] to the work described in this RFP ["the work"] and any part thereof vests in the Town upon delivery and acceptance thereof by or on behalf of the Town. The risk of loss or damage to the work or part thereof so vested shall remain with the successful proponent Contractor until its delivery of the work in full. Any vesting of title or IP shall not constitute acceptance by the Town of the work and shall not relieve the successful proponent of its obligation to perform the work. The successful proponent shall indemnify and save harmless the Town and its employees and agents against any claim, action, suit or other proceeding for any payment or enforcement of any right or remedy that results from or is alleged to result from the creation of or provision of the work or the use or disposal of anything furnished in relation to the work.

22. Insurance.

Any selected proponent shall be required to carry Commercial General Liability Insurance, structured on a "per occurrence" basis, and motor vehicle liability, in the amount of no less than five million dollars (\$5,000,000.00). WSIB coverage shall be provided as required by, or available under law. Additional insurance may also be required depending on the nature of bids submitted. Policies shall be kept in full force during the complete project period.

23. Enforcement.

Any successful proponent will have to enter into a legally binding agreement with the Corporation of the Town of Petawawa. Where any breach of the terms of that agreement should occur, the Town shall review all legal remedies available to it and use any appropriate remedies to protect the interests of the Corporation of the Town of Petawawa including law suit or application before the appropriate court or tribunal. All submitters of proposals in response to this RFP hereby acknowledge and attorn to the jurisdiction of the choice of the Town of Petawawa in any such legal process.

24. Privacy and Freedom of Information.

All submissions and attached materials received in response to this [RFP/tender] are deemed to be the property of the Town of Petawawa as of the date of their submission except to the extent they are protected as third party material under applicable privacy law. The Municipal Freedom of Information and Protection of Privacy Act (MFIPPA or the Act) applies to all tenders, quotations and proposals submitted to the Corporation of the Town of Petawawa. Tenders, quotations and proposals will be received in confidence and are subject to the disclosure requirements of the Act. Pursuant to orders made by the Information and Privacy Commissioner/Ontario, the Town shall not withhold the following information from tenders, quotations or proposals, if requested through the MFIPPA process by any person or business:

- The cover letter to the tender, quotation, or proposal;
- The table of contents;
- Lists of figures, tables, and appendices; and
- Any information regarding the form and structure of a tender, quotation or a proposal (i.e. information which may disclose the manner in which the document is constructed).

Bidders/proponents should identify any portions of their tender/quotation/proposal which contain a trade secret, scientific, technical, financial, commercial or labour relations information supplied in confidence and which will cause harm if disclosed. The Town of Petawawa cannot ensure that any given portion of any materials received in response will not be ordered released under MFIPPA.

APPENDIX "A" – ACKNOWLEDGEMENTS

I/WE ACKNOWLEDGE that this proposal is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a Proposal for the same work and is in all respects fair and without collusion or fraud.

I/WE ACKNOWLEDGE that all matters stated in the submitted Proposal are in all respects true.

I/WE ACKNOWLEDGE that _____ addenda have been received and that it is my/our ultimate responsibility to ensure all addenda issued have been received.

I/WE ACKNOWLEDGE that I/WE have carefully read Request for Proposal # **PRD-03-18** and have satisfied ourselves as to the conditions under which the work is to be carried out, and do hereby make an offer with the Corporation of the Town of Petawawa for the Design, Supply and Installation of a Pylon Sign and Rear Entrance Sign at the Petawawa Civic Centre at pricing indicated in **Appendix "B" – Pricing and Completion Schedule**.

I/WE ACKNOWLEDGE and warrant that the pricing submitted shall be for a period of one hundred and twenty (120) days from the date of the Proposal closing.

Dated at _____ this _____ day of _____, 2018.

Firm or Organization Name

Signing Authority

Street Address

Signature

City

Postal Code

Telephone and Fax Number

APPENDIX “B” – PRICING AND COMPLETION SCHEDULE

PRD-03-18 Design, Supply and Installation of a Pylon Sign and Rear Entrance Sign for the Petawawa Civic Centre

LUMP SUM PRICE:	\$
HST:	\$
TOTAL:	\$

HST REGISTRATION NUMBER IS:	
------------------------------------	--

<p>The timeframe for commencement of the project will be _____ (Indicate number of days after notification of award of the RFP).</p>
<p>The timeframe for completion of the project will be _____ (Indicate number of days after commencing the work).</p>

Dated at _____ this _____ day of _____, 2018.

Firm or Organization_____
Signing Authority (print name)_____
Street Address_____
Signature_____
City_____
Postal Code_____
Telephone and Fax Number

APPENDIX C. FORM OF IRREVOCABLE OFFER

I hereby offer to provide the requirements under Request for Proposal RFP No. PRD-03-18 to the Corporation of the Town of Petawawa according to the terms set out in this Proposal as well as in the RFP including the requirement for and acceptance of a formal contract acceptable to the Corporation of the Town of Petawawa. I also agree that this irrevocable offer shall be open to acceptance by the Corporation of the Town of Petawawa for a period of one hundred-twenty (120) days from the closing date for the receipt of Proposals.

WITNESS _____ **SIGNED** _____

OR **NAME** _____

(Affix Company Seal if applicable) **TITLE** _____

COMPANY _____

ADDRESS _____

CITY/PROV. _____

POSTAL CODE _____

TELEPHONE _____

FAX NO. _____

EMAIL _____

APPENDIX D. CONTACT INFORMATION & REFERENCES

Company contact information

CONTACT PERSON	
E-MAIL ADDRESS	
REGULAR PHONE NUMBER	
EMERGENCY PHONE NUMBER	

References provided by the proponent will be used to determine whether past performance on similar contracts has been satisfactory.

COMPANY	
NAME	
TITLE	
EMAIL	
PHONE NUMBER	

COMPANY	
NAME	
TITLE	
EMAIL	
PHONE NUMBER	

COMPANY	
NAME	
TITLE	
EMAIL	
PHONE NUMBER	

APPENDIX “E” – AGREEMENT

FORM OF CONTRACT



**CORPORATION OF THE TOWN OF PETAWAWA
-AGREEMENT-**

BETWEEN: The Corporation of the Town of Petawawa
(Hereinafter referred to as “the Town”)
OF THE FIRST PART

AND: *Individual/ Company/ Contractor*
(Hereinafter referred to as “the Vendor”)
OF THE SECOND PART

WHEREAS authority is given under the Municipal Act for the Council of the Corporation of the Town of Petawawa to engage in contracts for the purpose of providing goods and services;

AND WHEREAS the Council of the Corporation of the Town of Petawawa wishes to engage *Individual/ Company/ Contractor* to undertake the *Project* located at ??????????., Petawawa, Ontario.

NOW THEREFORE the Town and the Vendor hereby agree to the following terms and conditions:

1. The Vendor will provide the goods and services and undertake the work as set out in the Request for Proposal # PRD--03-18, provided by the Town to the Vendor and the Proposal, dated ?? ??? ,???? provided to the Town of Petawawa by the Vendor (attached hereto as Schedule “A” and “B” and forming part of this agreement).
2. The Town agrees to pay the Vendor a sum of \$??,???.?? (exclusive of HST) for the completed project. Any additional expenditure shall not be incurred without the prior expressed written approval of the Town.
3. The Vendor will invoice the Town for work that has been completed. The invoice shall include a detailed description of the tasks included therein and shall contain all applicable taxes. The Town is to inspect the completed project prior to the release of payment. Failure of the Vendor or its subcontractors to complete the project as per the project specifications and/or to the satisfaction of the Town will result in the reduction

of the payment for incomplete work. The Town hereby agrees to make payment of accounts within thirty (30) days of the date on which the invoice is received. (Invoicing schedule TBD)

4. Total payment will be subject to a 10% holdback. Town officials will perform a final inspection within 24 hours of completion of the project as notified by the Vendor. The holdback amount will be held by the Town for a period of 60 days following the final inspection.
5. The Vendor will cooperate with the Town's auditor with respect to any financial matters involving business between the Vendor and the Town.
6. In the event of any dispute with respect to the payment of the invoices which cannot otherwise be resolved between the Vendor and the Town, the Vendor and the Town hereby agree to submit the matter to an impartial arbitrator under the Arbitrations Act, whose decision shall be final and binding. In the event that the matter is referred to an arbitrator under this Article, the parties agree to equally share the cost of the arbitrator and any related expenses.
7. Unless otherwise agreed, should the Corporation of the Town of Petawawa enter into a contract relating to the Project, the other contracting party shall agree to hold the Corporation of the Town of Petawawa harmless from any and all liability, claim, (including damages, fines, insurance adjuster's fees and legal costs on a full recovery basis), loss, expense, action or suit arising from the Project. Independent of any steps taken by the Town, it shall be the Contractor's responsibility to investigate and handle any and all third party claims arising from the project in a professional manner, within 30 days of receipt, and provide a copy of the response to the Town.
8. The Vendor shall, at all times during the term of this Agreement, maintain not less than \$5,000,000 in liability insurance, with the Corporation of the Town of Petawawa as an additional named insured. A copy of the insurance policy shall be filed with the Town upon the commencement of the Agreement and the Town shall be advised immediately of any change in status in the insurance coverage required pursuant to this Article.
9. This Agreement shall be effective from the date of its signing thereof and the terms of this Agreement shall remain in force and effect until the project is completed, unless otherwise amended in writing and agreed by both the Town and the Vendor.
10. The Vendor and its subcontractors will perform work in accordance with the Ontario Building Code (latest addition) and any other code of provincial or local application. In the case of conflict or discrepancy, the more stringent requirements shall apply.
11. The Vendor will conform to the requirements of the Occupational Health and Safety Act and regulations for construction projects and industrial establishments. A copy of the vendors Health and Safety Policy will be provided to the Town prior to commencement of work.

12. The Vendor and its subcontractors will keep in force a Worker's Compensation Certificate during the duration of the entire project. A copy of the vendors and subcontractors WSIB certificate will be forwarded to the Town prior to commencement of the project.
13. All work is to be conducted in such a manner as to not create unsafe conditions for Petawawa Civic Centre staff and/or patrons. The Vendor and its subcontractors are responsible for keeping the premises free from accumulation of waste materials or rubbish at all times. At the completion of work, the Vendor and/or its subcontractors will remove all rubbish, tools, equipment and surplus materials.
14. The Vendor and its subcontractors/employees must hold valid certificates for the work undertaken.
15. If the Vendor/subcontractor or others performing work on site encounters or suspects to have encountered asbestos, mold, bat guano, pigeon guano or any other hazardous material in the course of performing the work and the Vendor/subcontractor determines that such materials present a hazard to employees or building occupants, the Vendor/subcontractor shall discontinue work until any hazards are investigated and eliminated. The Vendor/subcontractor shall receive an extension in time to complete the work but shall not be entitled to compensation if such delays result in any additional cost.
16. All waste and trash is to be placed in a waste bin and/or suitable container at a location on site designated by the Town.
17. The Vendor/subcontractor will restore any damage to the property and/or equipment owned by the Town as a result of the contractors work on site during the project. All costs to be borne by the Vendor.
18. All work is to be completed by ??????????.
19. This agreement shall be subject to the applicable laws of Canada and Ontario.

THE CORPORATION OF THE TOWN OF PETAWAWA

Mayor Robert Sweet

Date (MMM/DD/YYYY)

Daniel Scissons, CAO/Clerk

Date (MMM/DD/YYYY)

ABC COMPANY LTD.

Signing Authority

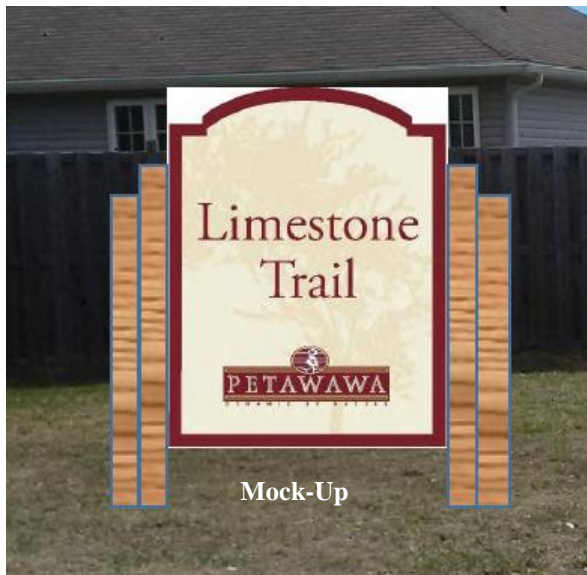
Date (MMM/DD/YYYY)

Witness

Date (MMM/DD/YYYY)

Appendix F – Municipal Signage Program





Appendix G – Site Diagram

