

The Corporation of the City of Sarnia



Negotiated Request for Proposal No. 22-241 Economic Development Marketing and Advertising Services

Delivery of Submissions:
Closing Date: November 14, 2022
Time of Closing: 1:00:00 p.m. E.S.T.
Delivery Location: Electronic Submission through Bid Site Only
Important Dates Regarding this Request for Proposal:
Last Day for Questions: November 7, 2022

Table of Contents

Information to Bidders	5
Purpose and Intent	5
Bid Submission.....	6
Electronic Proposal Submission.....	7
Addendum/Addenda.....	7
Withdrawal/Edit Bids.....	9
Bid Closing Time and Date.....	9
NRFP Schedule	9
Cost of Submission	10
Right to Accept or Reject Proposals.....	10
Validity.....	10
Withdrawal of Proposals Prior to Closing	10
Review of Documents.....	10
Multiple Proposals.....	11
Price Submission	11
Terms of Payment and Invoices.....	11
Confidentiality Provisions.....	12
Proponent Accessibility	13
Workplace Safety and Insurance Act.....	15
Capacity to Perform	15
Errors and Omissions	15
Proponent Placement	15
Deductibles	15
Compliance	16
Notice of Claims	16
Proponent Indemnification	16
Conflict of Interest.....	16
Regulations and Permits	17
Commercial Vehicle Operator Registration	17

Occupational Health and Safety	17
Workplace Hazardous Materials Information System	17
Insurance – Liability, Automotive and Non-Owned Automobile Insurance	18
Placement	20
Deductibles	20
Compliance	21
Notice of Claims	21
Non-resident Proponents Working in Ontario	21
Non Exclusivity	21
Quality of Work	21
Questions Re: Request for Proposal	22
Rights of the Owner	22
Lobbying	22
Performance Review	23
Proponent Eligibility	23
Negotiated NRFP Format and Depth	25
Terms of Reference	26
Background:	26
Proponent Requirements.....	26
Deliverables:	27
Contract Term and Budget	28
Rates for Services	29
Scope of Services	29
The Department shall:	30
Proposal Format and Evaluation	32
Proposal Format	32
Uploading Submission	32
Proposal Package	32
Technical Submission	33

A: Proponent Qualifications	33
B: Proponent's Past Projects.....	33
C: Proponent Firm Abilities.....	33
D: Methodology and Approach.....	33
Evaluation Criteria	34
Step One - Core Requirements	34
Step Two – Evaluation Criteria.....	35
Step 3 – Short-List Interviews	37
Step 4 Negotiations.....	37
Bid Evaluation Process	38
Treatment of Bid Irregularities	39

PREVIEW

YOU MUST BE A REGISTERED PLAN TAKER
TO DOWNLOAD AN UNMARKED VERSION OF THIS FILE
WWW.BIDSANDTENDERS.COM – ORIGINAL DOCUMENT SOURCE

Information to Bidders

Purpose and Intent

The purpose of this Negotiated Request for Proposal (the “NRFP”) is to solicit proposals from proponents to undertake a project (see appendices for project details) on behalf of The Corporation of the City of Sarnia (the “City”).

The process is intended to enable the City to identify what proponents can offer by way of planning and experience in response to the City’s needs as reflected in the Terms of Reference and supporting specifications and documentation.

It is the City’s intent to enter into an exclusive negotiation period with the responsive proponent(s) who successfully demonstrates that they can best serve the City’s interests with a view to concluding a final agreement through these negotiations.

This process is not intended to create, and does not create, a formal binding process whereby proponents are deemed to have entered into a “Contract A” with the City.

Depending on the number and variety of responses, the City will subsequently enter into an exclusive negotiation period with proponent(s) that can best serve the City’s needs, as determined solely by the City, within the timelines specified in this NRFP process to finalize details for a potential contract to be entered into between the City and the proponent(s). The successful proponent(s) will be provided with an opportunity during an exclusive negotiation period to finalize all details of an eventual contract to be executed with the City, which may include a requirement to collaborate with the City’s other service providers and partners.

After the expiry of the exclusive negotiation period, where the City and the proponent are not able to arrive at acceptable terms for a contract, the City shall provide other proponents who are deemed to be responsive with an exclusive negotiation period to finalize all details of an eventual contract to be executed with the City, which may include a requirement to collaborate with the City’s other service providers and partners.

In summary, this NRFP is issued solely for the purpose of obtaining proposals. Neither the issuance of this NRFP nor the submission of a

proposal implies any obligation by the City to enter into any agreement. The intent of this NRFP is to identify those Proponents best suited for meeting the City's requirements for the project and with whom a final agreement may be negotiated.

By submitting a proposal, a proponent agrees to this negotiated process and agrees that they will not bring a claim against the City with respect to the award of a contract, failure to award a contract or failure to honour a response to this NRFP.

Bid Submission

ELECTRONIC PROPOSAL SUBMISSIONS ONLY, shall be received by the Bidding System, no later than 1:00:00 p.m. (13:00:00 hours) local time, on November 14, 2022.

Proponents are cautioned that the timing of their Negotiated Proposal Submission is based on when the Bid is **RECEIVED** by the Bidding System, **not** when a Bid is submitted by a Proponent, as Bid transmission can be delayed in an **"Internet Traffic Jam"** due to file transfer size, transmission speed, etc.

For the above reasons, the City recommends that Proponents allow sufficient time to upload their Negotiated Proposal Submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System web clock.

The Bidding System will send a confirmation email to the Proponent advising that their bid was submitted successfully.

Late Negotiated Proposal Submissions shall not be accepted by the Bidding System. To ensure receipt of the latest information and updates via email regarding this bid, if a Proponent obtained this Proposal Document from a third party, the onus is on the Proponent to create a Bidding System Proponent account and register as a Plan Taker for the bid opportunity at the Sarnia Bidding Site.

Electronic Proposal Submission

The City shall only accept and receive Negotiated Proposal Submissions electronically through the Bidding System, hereafter called the “Bidding System” and HARD-COPY NEGOTIATED PROPOSAL SUBMISSIONS SHALL **NOT** BE ACCEPTED.

Addendum/Addenda

Proponents shall be required to acknowledge receipt of all addenda when submitting their Proposal through the Bidding System and shall be required to check a box for each addendum/addenda, and any applicable attachments, that have been issued attesting that these have been received before they can submit their Negotiated Proposal Submission.

Addendum/Addenda will typically be issued through the Bidding System at least seventy-two (72) Hours prior to the Closing Time and Date.

In the event an addendum is issued within seventy-two (72) Hours prior to Closing Time and Date, it may include an extension of the Closing Time and Date. It is the responsibility of the Proponent to ensure that they have received all Addendum/Addenda that have been issued.

Proponents should regularly check the [Sarnia Bidding Site](#), up to and including the NRFP closing time and date, prior to completing and submitting their Negotiated Proposal Submission in the event additional addendums are issued.

The City encourages Proponents **not** to submit their Negotiated Proposal Submission **prior to** seventy-two (72) hours before the NRFP closing time and date, in the event that an addendum has been issued.

If a Proponent submits their Negotiated Proposal Submission prior to this seventy-two (72) hour period, or at any time prior to the NRFP closing time and date and an addendum/addenda is issued by the City, the Bidding System shall **WITHDRAW** their Proposal submission and change their Proposal submission to an **INCOMPLETE STATUS** (which shall **NOT** **accepted by the City**) and the Withdrawn Bid can be viewed by the Proponent in the “**MY BIDS**” section of the Bidding System.

The Proponent is solely responsible to:

- a) Make any required adjustments to their Bid;
- b) Acknowledge the addendum/addenda; and,
- c) Ensure the re-submitted Negotiated Proposal Submission is **RECEIVED** by the Bidding System no later than 1:00:00 p.m. (13:00:00 hours) Sarnia, Ontario time, on the Bid Closing Date.

NOTE: The identification of additional company contacts are recommended for the reasons outlined below:

You are strongly urged, when creating or updating a Bidding System Proponent account, to add additional company contacts who may create their own login account to the Bidding System. This will permit your invited contacts who have created their own login account to manage (register, submit, edit and withdraw) Negotiated Proposal Submissions for which your Company is a Registered Plan Taker. In the event you are on vacation, or due to illness, etc. these additional contacts may act on behalf of your Company and will have the authority to:

- a) receive addendum notifications from the Bidding System;
- b) where permitted by the terms and conditions of the NFRP Document, to submit Bids electronically through the Bidding System; and/or,
- c) Withdraw, edit, and/or acknowledge addendum/addenda on your behalf.

Do **not** invite any additional contacts that you do not want to have access to view, edit, submit and/or withdraw or who may be in direct competition for example (a company may have two divisions that could compete for the same Bid Opportunity).

If you are an invited company contact, it is imperative that you create your unique login account from the link contained in the email invitation. Do NOT go directly to City of Sarnia website and create a separate Proponent account.

Withdrawal/Edit Bids

Proponents may edit or withdraw their Proposal Submission prior to the closing time and date. However the Proponent is solely responsible to ensure any re-submitted Negotiated Proposal Submission is **RECEIVED** by the Bidding System no later than 1:00:00 p.m. (13:00:00 hours) Sarnia, Ontario time, on the Bid Closing Date.

Bid Closing Time and Date

All Proponents shall be required to have a Bidding System Proponent account and be registered as a Plan Taker for this NRFP opportunity, which will enable the Proponent to download the Bid Call Document, to receive Addenda/Addendum email notifications, download Addendums and to submit their bid electronically through the Bidding System.

Negotiated Proposal Submissions shall be received by the Bidding System not later than (13:00:00 hours) 1:00:00 p.m. Sarnia, Ontario time, on the specified closing date which shall be determined by the Bidding System web clock.

Proponents are cautioned that the timing of Negotiated Proposal Submission is based on when the Bid is actually **RECEIVED** by the Bidding System, and **not** when a Bid is submitted by a Proponent, as Bid transmission can be delayed in an **"Internet Traffic Jam"** due to file transfer size, transmission speed, etc.

NRFP Schedule

While every attempt will be made to meet the dates identified within this NRFP process, the City of Sarnia reserves the right, at its sole discretion, to modify any or all dates outlined within this NRFP process.

- Last Day for Questions, November 7, 2022 12:00:00 p.m.
- Closing Date, November 14, 2022 1:00:00 p.m.
- Evaluation of submissions November 15 - 18, 2022
- Short-List Interview(s) November 24 – 25, 2022
- Planned Award by December 1, 2022
- Project Start as per agreed negotiations

Cost of Submission

The City will NOT be liable for, nor shall it reimburse any bidder, any costs incurred in developing a Negotiated Proposal Submission, attending meetings/interviews, demonstrating the goods and or services, legal services, or any other services that may be required in order to allow a Proponent to respond to this "Negotiated Request for Proposal".

Right to Accept or Reject Proposals

The City reserves the right to reject any or all submissions, as a whole or in parts, and waive formalities as the interests of the Corporation may require, without stating reasons.

Submissions which are incomplete, conditional, obscure, contain erasures, alterations or irregularities of any kind shall be rejected.

Any submission that includes contractual documents other than the bid document shall be rejected.

Validity

The Negotiated Proposal Submission submitted shall be required to remain valid for at least one hundred and twenty (120) days from the NRFP Closing Date.

Withdrawal of Proposals Prior to Closing

Proponents may edit or withdraw their Negotiated Proposal Submission prior to the closing time and date and shall be solely responsible for ensuring that any re-submitted bid is **RECEIVED** by the Bidding System not later than 1:00:00 p.m. (13:00:00 hours) Sarnia, Ontario time, on the Bid Closing Date.

Review of Documents

Proponents must personally study the entire Negotiated Request for Proposal document so as to satisfy himself/herself of the conditions and requirements of the NRFP. There will be no consideration of any claim, after submission of Negotiated Proposal Submission, that there was a misunderstanding with respect to the conditions imposed by the NRFP.

Multiple Proposals

Multiple responses from any one Proponent would be acceptable, providing the following conditions are met:

- a) Each response must be completed and shall be as per the format specified herein, and shall be packaged separately;
- b) Each response shall be dealt with separately and shall be subject to the requirements of the Request for Proposal.

Price Submission

The Proposal price shall include all labour, material, equipment, supervision, statutory charges and Proponent overhead and profit and shall be denominated in Canadian Dollars. Any exclusions should be clearly spelled out and shall be considered by City in the assessment of the Proponent's Negotiated Proposal Submission.

Terms of Payment and Invoices

The City of Sarnia terms of payment are net thirty (30) calendar days upon receipt of invoice.

Invoices are to be forwarded as goods or services are rendered to the attention of:

The Corporation of The City of Sarnia
Finance Department- Accounts Payable

255 Christina Street, North
Sarnia, ON
N7T 7N2

or sent electronically to: ap@sarnia.ca

All invoices shall show the following information:

- Purchase Order Number
- Invoice Number
- Date
- Location if applicable
- Department which ordered
- City Staff name who Ordered
- Detailed Budget Status Summary
- Work Completed during the billing period

All payments shall be processed by using Electronic Funds Transfers (EFT) and all awarded vendors will be required to complete the City of Sarnia EFT form and accept this payment method.

Invoices submitted for goods not received or services not completed will be held until the date of delivery or completed prior to starting the net thirty days to payment.

Confidentiality Provisions

The Proponent agree that all material, data, information or any item in any form, whether oral or written, including in electronic or hard-copy format, supplied by, obtained from or otherwise provided by the City in connection with this NRFP Process (the "Confidential Information") shall remain the sole property of the City, as applicable, and the Proponent shall treat it as confidential and shall not use such information for any purpose other than developing and submitting a Negotiated Proposal Submission in response to this NRFP Process or for the performance of any subsequent agreements relating to a contract to be negotiated between the Parties;

Proponents are advised that the City may be required to disclose the NRFP Documents and a part or parts of any Negotiated Proposal Submission submitted pursuant to the Municipal Freedom of Information and Protection of Privacy Act (Ontario) ("MFIPPA").

Proponents are also advised that MFIPPA provides certain protections for confidential and proprietary business information belonging to the Proponent and are strongly advised to consult their own legal advisors as to the appropriate way in which such confidential or proprietary business information belonging to the Proponent should be marked as such in their Negotiated Proposal Submission before this is submitted.

Subject to the provisions of MFIPPA, the City will use reasonable commercial efforts to safeguard the confidentiality of any information identified by the Proponent as confidential but shall not be liable in any way whatsoever to any Proponent if such information is disclosed based on an order or decision of the Information and Privacy Commissioner or otherwise as required under applicable laws.

Proponent Accessibility

The Government of Ontario has enacted legislation called the Accessibility for Ontarians with Disabilities Act, 2005. The City of Sarnia is committed to meeting its obligations under the legislation and to provide goods and services to the public in a manner that respects the dignity and independence of persons with disabilities.

A Regulation was issued under the Accessibility for Ontarians with Disabilities Act, 2005 called "Accessibility Standards for Customer Service for Contracted Services", Ontario Regulation 429/07. This Regulation came into force and effect for public sector organizations on January 1, 2010 and applies to all public sector organizations in Ontario.

Under this regulation, all City contractors that either:

1. Deal with the public or other third parties on behalf of the City; or
2. Develop policies or procedures on behalf of the City that affect the provision of goods and services to the public, must ensure that the people performing this work receive training about providing goods and or services to persons with disabilities.

Regulation 429/07 requires that all of your employees, agents, subcontractors and volunteers that perform work on City property (including road ways) or at City facilities receive special training about the provisions of goods and services to people with disabilities. This training is mandatory, and must include a review of the purposes of the Accessibility for Ontarians with Disabilities Act, 2005 and the requirements of Ontario Regulation 429/07, as well as instruction about the following matters:

1. How to interact and communicate with persons with various types of disability;
2. How to interact with persons with disabilities who use an assistive device or require the assistance of a guide dog or other service animal, or the assistance of a support person;

3. How to use equipment or devices available on the City's premises or otherwise provided by the City that may help with the provision of goods and services to a person with a disability; and
What to do if a person with a particular type of disability is having difficulty accessing the City's goods or services.

This training shall be provided to each employee, agent, sub-contractor or volunteer in the Proponents business as soon as possible after he or she is assigned work on City property or facility. The Proponent shall keep records of the training provided, including dates when the training is provided, the number of employees who received training and individual training records. The City of Sarnia reserves the right to inspect the Proponents training records. The Proponent agrees to provide the City upon request with the training records within ten (10) business days.

All documents provided to the City of Sarnia shall meet or exceed the requirements as required by the Act. Below is a link to the guide for creating accessible documents.

[Guide to Creating Accessible Documents](#)

Workplace Safety and Insurance Act

The Proponent is required to comply with all the regulations of the W.S.I.B. in respect to the contract work and all persons employed on or in connection therewith, and shall furnish a Certificate of Clearance from the Board to the City, and maintain good standing with the W.S.I.B. throughout the contract period.

Capacity to Perform

The City expects that all Proponents shall be able to furnish satisfactory evidence that they have the ability, experience, capital and facilities to enable them to complete the Contract to the City's entire satisfaction in accordance with the Scope of Work.

Errors and Omissions

While the City has used considerable effort to ensure an accurate representation of information in this NRFP, the information contained in the NRFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive.

Nothing in the Proposal document is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the NRFP document and the City shall not be liable for any errors or omissions in any part of this NRFP.

Proponent Placement

All insurance required to be obtained under any Agreement resulting from this NRFP shall be placed with insurers which are satisfactory to the City, licensed and approved by the Province of Ontario, and of current investment grade.

Deductibles

The Proponent shall pay the full deductible amounts if there is a claim against any policy of insurance to be provided by the Proponent under this subsection of this Agreement.

Compliance

Failure to comply fully with the requirements for insurance coverage of the kinds and with the limits stated any Agreement resulting from this NRFP shall in no way act to relieve the Proponent from its obligations under the Agreement and the Proponent acknowledges that any insurance coverage referred to in any Agreement shall not be construed so as to limit or qualify in any manner the liabilities and obligations of the Proponent as set out in the Agreement.

The Proponent may obtain insurance having greater limits, and providing other forms of coverage, as the Proponent deems prudent to protect itself.

Notice of Claims

If, at any time during the performance of the Services as described in Certificate of Insurance, the Proponent becomes aware of a claim or potential claim against any insurance policy of this Certificate of Insurance, then the Proponent will immediately advise the City in writing of such claim, including particulars.

Proponent Indemnification

The Proponent shall be required to indemnify and save the City harmless from and against any claims including, but not limited to, personal injury, bodily injury, death, property damage, or nuisance, arising from its performance or non-performance of this project, except to the extent to which such claim is caused or contributed to by the City, its employees, or its agents.

Conflict of Interest

By submitting a Negotiated Proposal Submission, the Proponent declares that the submission is NOT made in connection with any other submitting Proponent, and that it is in all respects fair and without collusion or fraud and, further, that no member of Council, officer or employee of the City of Sarnia has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise on the performance of the contract that may result from this NRFP process.

Regulations and Permits

If required, the Proponent shall comply with all provisions of the rules, regulations and orders of the Federal, Provincial and Municipal Government Agencies applicable to the work under this contract. It shall be the obligation of the Proponent to keep him or herself informed of these Government Regulations. The Proponent shall apply and pay for all Permits and Inspection Fees which may be required under this contract, including the Electrical Safety Authority (ESA).

Commercial Vehicle Operator Registration

For the purposes of this Negotiated Request for Proposal and any resulting Contract to be negotiated with the successful Proponent, the Proponent is to be identified as the operator in regards to the Commercial Vehicle Operator Registration (CVOR) Legislation as defined in the Highway Traffic Act.

Occupational Health and Safety

The successful Proponent shall conform to all of the requirements of the Occupational Health and Safety Act (OHSA) at their own expense.

Some or all work performed under this Quotation is deemed to be on a 'project' for the purposes of the OHSA and the regulations made thereunder. The City of Sarnia is deemed to be the 'constructor' as defined in the OHSA, and as such shall carry out all of the obligations as set out in the OHSA and its associated regulations.

The Proponent is required to have in place all the Standard Operating Procedures (SOP's) to address the identified safety hazards in the project area.

Any contracted or subcontracted worker operating a vehicle that requires a license to do so must have a valid license for that vehicle. The City of Sarnia reserves the right to request driver's license numbers and obtain driver's abstracts for any contracted or subcontracted worker

Workplace Hazardous Materials Information System

All persons employed by the Proponent or in connection therewith (sub-contractor, etc.) shall comply with all of the Ontario Occupational Health and Safety Act regulations, including Workplace Hazardous Materials Information

System (WHMIS) training requirements. All employees should be in possession of valid WHMIS training cards or their facsimiles. WHMIS training is available through the Construction Safety Association.

Insurance – Liability, Automotive and Non-Owned Automobile Insurance

The Proponent will provide the City of Sarnia with evidence of the required insurance prior to the commencement of this agreement. Such evidence will be in form of a completed Certificate of Insurance acceptable to the City.

The Proponent shall provide, maintain and pay for the insurance coverage described below including coverage for all officers, directors and employees and unless otherwise agreed in writing by The City of Sarnia, shall cause any subcontractors or sub-consultants of the Proponent to provide, maintain, and pay for the insurance coverage described below including coverage for all their respective officers, directors and employees and shall deliver to The City of Sarnia before the commencement of the Services, and thereafter from time to time as reasonably required by The City of Sarnia, insurance certificates or other similar evidence satisfactory to The City of Sarnia that the insurance required to be provided by the Proponent under this Agreement is in force.

- a. Commercial General Liability Insurance - On an occurrence basis having a limit of not less than \$2,000,000 million inclusive for any one occurrence and with \$2,000,000 Annual Aggregate for products and completed operations, and insuring against claims for injury, including death, and for property damage arising out of the operations of the Proponent under this Agreement. Coverage must be for the entire contract period, or as stated in the Agreement and shall include, where applicable:
 - i. liability for premises and operations;
 - ii. owners and contractors protective liability;
 - iii. cross liability / severability of interests;

- iv. liability arising out of products (either manufactured or supplied) and completed operations;
- v. broad form property damage, including completed operations;
- vi. blanket written contractual liability;
- vii. unlicensed mobile equipment;
- viii. operation and use of machinery attached to licensed vehicles;
- ix. non-owned automobile liability insurance;
- x. contingent employers' liability;
- xi. employees of others hired or on loan by Proponent or on loan to the Proponent as insured; and
- xii. Sudden and accidental pollution.

This Commercial General Liability policy shall expressly state that it is primary as to any other insurance available to City but solely with respect to liability arising out of the Proponent's Services.

- a. Automobile Liability Insurance – having a limit of not less than \$2 million inclusive for any one occurrence, and insuring against claims for bodily injury, including death, and for property damage arising out of the use of the Proponent's owned, leased and non-owned vehicles for the performance of the Services;
- b. Workers' Compensation Insurance – in compliance with the Worker s Compensation Act pertaining to the compensation of injured employees assigned to the Services.

The policies for the insurance described in this Certificate of Insurance shall be provided by the Proponent shall be endorsed as follows:

a. Additional Insured:

The Commercial General Liability insurance policy shall define "additional insured" as "The City of Sarnia" and its elected and appointed officials, officers, employees, volunteers, and agents but only with respect to the Services of the Proponent under this Agreement."

b. Waiver of Subrogation:

The Commercial General Liability insurance policy shall include an endorsement under which the insurer waives any right of subrogation it may have against "The City of Sarnia" and its elected and appointed officials, officers, employees and agents."

c. Notice of Cancellation or Modification:

Other than the Professional Liability insurance and the Workers' Compensation insurance, each policy shall contain an endorsement in substantially the following form:

- xiii. "Unless The City of Sarnia has expressly waived this provision in writing, the coverage provided by this policy will not be cancelled, materially changed or amended, until 15 days after written notice of that cancellation, change or amendment has been given to The City of Sarnia.

Placement

All insurance required to be obtained under this Agreement shall be placed with insurers which are satisfactory to the City of Sarnia, licensed and approved by the Province of Ontario, and of current investment grade.

Deductibles

The Proponent shall pay the full deductible amounts if there is a claim against any policy of insurance to be provided by the Proponent under this subsection of this Agreement.

Compliance

Failure to comply or the full compliance with the requirements for insurance coverage of the kinds and with the limits stated in this Agreement shall in no way act to relieve the Proponent from its obligations under this Agreement. The Proponent may obtain insurance having greater limits and providing other forms of coverage as the Proponent deems prudent to protect itself under this Agreement.

Notice of Claims

If, at any time during the performance of the Services as described in Certificate of Insurance, the Proponent becomes aware of a claim or potential claim against any insurance policy of this Certificate of Insurance then the Proponent will immediately advise the City of Sarnia in writing of such claim, including particulars.

Non-resident Proponents Working in Ontario

Non-resident Proponents working in Ontario are required by law to deposit with the Treasurer of Ontario a sum equivalent to four percent (4%) of the value of the total Contract work undertaken or furnish a guarantee bond in an amount of four percent (4%) of the total value of the Contract work and secure a certificate, in duplicate, from the Minister of Finance stating that the requirements of Act 34 of the Ontario Retail Sales Tax Act have been met.

A copy of the Proponent's Letter of Compliance must be submitted to the City prior to commencement of any Contract work where the Contract work is not exempt of sales tax.

Non Exclusivity

The Proposal is not intended, nor shall be construed, as creating any exclusive arrangement with the awarded Proponent. The Proponent will not restrict the City from acquiring similar or equal goods or services from any other sources.

Quality of Work

The Proponent shall, at all times, provide the City Representative with suitable access to, and or status of, the work covered under the contract resulting from the NRFP. The City Representative shall be the sole judge of

the quality of the work and, therefore, its acceptability. Work that is deemed to be unsatisfactory, in the sole opinion of the City Representative, shall be made satisfactory by the Proponent at no additional cost to the City.

Questions Re: Request for Proposal

If a Proponent needs to address any discrepancies, errors and/or omissions in the NRFP Document, or if they are in doubt as to any part thereof, they shall submit questions in writing through the bidding website using the "Submit Question" feature associated with the Bid Opportunity.

Rights of the Owner

In addition, the City reserves the right in its sole and absolute discretion to:

- Not accept any deviations from the stated terms and conditions;
- Terminate the process at any time and / or re-issue this NRFP at any time;
- Obtain information from the Proponents to seek clarification or to verify any or all information provided by the Proponent at any time throughout the NRFP process;
- Contact references;
- Enter into negotiations with any Proponent who has submitted a compliant proposal, with the goal to establish an agreement acceptable to the City;
- Incorporate all, or any portion of the terms of reference, the NRFP, and the successful Proponent's proposal into a resulting contract document to be negotiated;
- Not enter into any contract with any Proponents responding to this NRFP.

Lobbying

In order to ensure fairness to all Proponents, the City must endeavour to prevent unfair advantage created by lobbying and, therefore, reserves the right to disqualify, at any time and at its sole discretion, any Proponent engaging in lobbying in connection with a competitive bidding process between a date that is no later than the date of issue of the NRFP and the date of signing of a resulting contract or Purchase Order between the City and the Successful Proponent(s). The City may disqualify a Proponent at any time in the procurement process, including after the selection process has been completed.

Lobbying may include any activity that the City, in its sole discretion determines has or may give an unfair advantage to one Proponent relative to other Proponents. Without limiting the foregoing, lobbying may include:

- a) Verbal or written communication with or to any City staff / Council member other than those identified as contacts in this NRFP in respect of this NRFP.
- b) Verbal or written communication with or to any expert or other advisor assisting the Evaluation and Selection of this NRFP.
- c) Verbal or written communication with or to any member of the NRFP Evaluation and Selection team other than those identified as contacts in this NRFP.
- d) Direct or indirect requests by the Proponent to any person, organization or group to provide a written or verbal expression of support not required by this competitive bidding process to any member of the Evaluation and Selection team or Council.
- e) Verbal or written communication with or to media organizations.
- f) Direct or indirect offer of gifts of any kind or value to any City representative or personnel.

Performance Review

The Proponent who is awarded a contract as a result of this NRFQ process shall be subject to performance review at any time during the execution of the contract up to, and including, the final completion.

The review shall include, but may not be limited to, an assessment of the:

- Quality of work;
- Health and safety performance and compliance; and,
- Execution of the Contract as per the requirements outlined;

The result of this performance review may impact the Proponents ability to participate in future bid opportunities with the City and the award of additional future projects.

Proponent Eligibility

Without limiting or restricting any other right or privilege of the City, and regardless of whether or not a Bid otherwise satisfies the requirements of a NRFP, RFP, RFT, or RFQ the City may reject any Bid from a Proponent where:

- a) The Proponent is involved in any type of litigation with the City.

- b) The failure of the Proponent to pay, in full all outstanding payments (and maintain in good standing) any costs owing to the City by such Proponent after the City has made demand for payment. This City shall have the right to recover outstanding payments by way of reduced payment of invoices.
- c) The Proponent's refusal to enter into a contract with the City after the Proponent's Bid has been accepted by the City
- d) Documented poor performance of a Proponent, including the Proponent's refusal to perform or to complete performance of a Contract with the City
- e) The Proponent having unlawfully or unreasonably threatened, intimidated, harassed, or interfered with an attempt by any other possible Proponent to bid for a City Contract
- f) The Proponent having communicated or discussed, directly or indirectly with an elected member of Council or Council Funded Group during the procurement process
- g) The Proponent having unlawfully or unreasonably threatened, intimidated, harassed, assaulted against or otherwise interfered with a member of City staff representative, Manager or consultant
- h) The Proponent has on one or more occasions, in the performance of a Contract with the City, deliberately or negligently, save and except an inadvertent error corrected to the satisfaction of the City within a reasonable time, as determined by the City including but not limited to:
 - i. Over-billed, double billed and or retained a known over-payment or has failed to notify the City of an over-payment or duplicate payment
 - ii. Billed for items not supplied
 - iii. Billed for items of one grade / quality / size, while supplying items of an inferior grade / quality / size
 - iv. Submitted false or misleading information to the City
 - v. Acted in conflict with the City's interests
 - vi. Misappropriated any property or right of the City in any form
 - vii. Committed any other form of sharp or deceptive practice

In the opinion of the City or Council there are reasonable grounds to believe that it would not be in the best interests of the City to enter into a contract with the Proponent, or any person with whom that Proponent is not operating at arm's length, including, but not limited to:

- a) Where there is a conviction or finding of liability of the Proponent for an offence under any taxation statute whether in Canada or elsewhere;
- b) Where there is a conviction or finding of liability of the Proponent under the Criminal Code, or other similar legislation or law, whether in Canada or elsewhere;
- c) Where there is a conviction or finding of liability of the Proponent relating to product liability or occupational health and / or safety violations.

Negotiated NRFP Format and Depth

This negotiated NRFP sets out the City's requirements regarding this project and Proponents are required to prepare their Negotiated Proposal Submissions providing a straightforward and detailed description of their ability to satisfy the City's requirements.

Only material supplied in response to this NRFP will be considered and evaluated and any information previously supplied to the City and any reference to any material information previously submitted that is not included in your Negotiated Proposal Submission shall not be considered.

This NRFP process will allow for the qualification of Proponents who may be invited to clarify their proposals further and negotiate the final terms and conditions of a contract that will outline the full scope of the work to be completed and only those Proponents who are successful in the first stage of the NRFP process may be invited to the second stage of the NRFP process where the successful Proponent will be provided with an exclusive period where they shall be required to negotiate in good faith the terms and conditions of a contract to determine the final scope of the work related to the project.

Terms of Reference

Background:

A 2020 High-Level Economic Development Strategy completed by the city recommended transforming the City of Sarnia's Economic Development function to propel the City's economic growth mandate.

The Department was transformed by elevating the service to a corporate function reporting directly to the Chief Administration Officer and led by a Director of Economic Development. As recommended by the Strategy, the Department became responsible for leveraging the City's key economic assets (City-owned business parks, the waterfront, harbour, airport, and marina).

To aid in accomplishing these goals, the Department has developed and implemented a number of tools that would raise awareness of these assets and the competitive advantages of doing business in Sarnia. These tools include a micro-website with digital site selection tools, industry information, a virtual community tour, data and statistics, listings of available industrial spaces, and a CRM tool.

The RFP and agreement are being pursued by the City to improve upon these efforts, create additional materials and assets, and provide specialized expertise to establish effective marketing/advertising efforts.

Proponent Requirements

The City of Sarnia's Economic Development Department is seeking to award a professional services contract to a qualified firm with a minimum of two (2) years of experience in providing marketing- and advertising-related services to a large organization.

The Department requires professional expertise to support its team in developing digital assets, written content, graphic design, and advertising campaigns to drive visitors to its new website and increase investment attraction leads.

The selected proponent will be awarded a one-year agreement, with an option to extend if agreeable to both parties, to assist the Department in developing new and enhanced digital assets and implement advertising

campaigns to promote the Department's services with the goal of increasing overall awareness, generating leads, increasing inquiries, and establishing new partnerships.

These activities are anticipated to contribute to a measurable increase in awareness of the advantages of starting, expanding, or relocating their business to Sarnia and to extend the marketing reach of the City into new markets.

Deliverables:

1. Develop an annual marketing and advertising plan to advance awareness about Sarnia and reach potential investors, site selectors, new residents, etc. that meets annual contract budget
 - Plan should incorporate marketing of the City owned assets – Airport, Marina, Harbour, Business Parks, etc. and their business development opportunities, as well as priority areas such as Downtown, Mitton Village, tourism, etc.
 - Develop targeted marketing material and campaign approaches based on industry type and or target market, including but not limited to developers, site selection specialists, etc.
 - Plan should include a print and/or digital strategy to reach site selectors, prospects, established businesses, and prospective entrepreneurs
2. Develop the content, digital and print assets, messaging, etc. to deliver on the marketing and advertising plan
 - Develop the value proposition and key messages to be used throughout the marketing and advertising efforts
 - Design of the digital/print assets necessary to execute the marketing & advertising plan and specific to Sarnia and its competitive advantages. Must align to City of Sarnia branding. Assets include but are not limited to signage, brochures, advertisements, content, etc.
 - Research and write blog posts for section on www.investsarnia.ca website. Should focus on major funding announcements, programs, initiatives, and/or development announcements in or impacting Sarnia. Frequency to be agreed upon through the plan's development.
 - Create content for social channel posting and coordinate a schedule for posting, specifically on LinkedIn to start. Frequency to be agreed upon through the plan's development.

- Expand the photography and videography assets with new photos and video for marketing and advertising channels. Number and focus to be agreed up through the plan's development.
- 3. Purchase advertisements in agreed upon publications/channels outlined in the plan developed by the proponent. Frequency, channels, and budget to be agreed upon through the plan's development. The cost of purchased advertisements must be included within the RFP budget limit.

Proponents are requested to provide a budget breakdown of the scope of services as part of their proposal. The final budget will be determined by City Staff in consultation with the successful proponent through the development of the annual marketing and advertising plan.

Contract Term and Budget

The awarded proponent will be provided a purchase order to apply invoicing on services requested by the Department based on the agreed contract terms. The anticipated term is for 1 year with the option to extend for two additional one-year terms.

The anticipated maximum budget is \$50,000 per year and is subject to change based on the City's annual budget process.

There is no guarantee of work required as each item of the scope of services will be approved by the Department through collaboration with the proponent.

The value of the contract will be determined through the successful proponent's development of a marketing and advertising plan that will ultimately be approved by the Department.

Rates for Services

A rate schedule for fees that would be part of the scope for services is to be included in the proposal. A designated upload area is present for the proponent's standards rates to be provided.

Scope of Services

The Scope of Services will include marketing and advertising services, including defining the vision and intended outcomes, collaborative design development, advertising concepts and development, identifying marketing platforms, advertising placements, benchmarking, tracking and analytics for key performance indicators, and post-campaign reports and analysis for the Department's needs.

This may include, but is not limited to, for example, creative digital and print materials, mass mailings, digital photography, videography, assistance with public information, special events, or public consultations, and all other related activities, events, programs, or efforts by Department which can be identified for use in potential marketing and advertising campaigns.

The selected proponent shall provide a proposal that outlines how they will achieve the deliverables of this RFP. Once a successful proponent has been selected, they will develop and present an annual marketing and advertising plan for review and input from the Department's Director of Economic Development, the members of the Department and City's Communications Manager before advancing on the deliverables.

The proponent must demonstrate in their proposal submission that they have the professional experience, capacity and capability to do the following throughout this contract to support the detailed plan:

- A. Develop and implement advertising assets and campaigns according to the agreed upon specifications and timelines
- B. Develop and provide campaign and outreach materials and digital assets that align with the City of Sarnia branding

- C. Develop and implement marketing initiatives for new initiatives as agreed upon by both parties, and provide specialized advice on the channels to best reach to appropriate target market(s)
- D. Research and write promotional and blog-style content in a professional manner consistent with City policies and tone. A key focus is on accessibility, inclusivity, and diversity for all documentation. Must be able to provide all content as required in keeping with AODA requirements, including closed caption in multiple languages.
- E. Provide data on the outreach achieved by the efforts and analytics on performance of the efforts. These are expected to be adapted if efforts are performing poorly in a timely manner.
- F. Produce in-house the broadcast and/or video materials, social media ads, campaigns, etc. If sub-contractors are anticipated to assist the proponent, advanced notice and approval should be sought by the City.
- G. Develop and purchase print advertising, including translation to foreign languages as needed or appropriate. Must be able to procure using the Proponent's credit card as required and bill back to the Department upon the submission of invoices on a monthly basis.
- H. Provide for music licensing and/or artistic materials licensing as needed for all content.
- I. Conduct competitor research where appropriate.
- J. Provide monthly reports as well as an overall final report that evaluates the successes of the project, the detailed activities, and includes suggestions for improvement for the following campaigns.
- K. Work with the Department to set up budgeting as an "open PO" and charges will be made appropriately against the approved annual expenditure for this contract.
- L. Provide a clearly established process to work with established, preferred vendors/third-party vendors.

The Department shall:

- i. Provide the Proponent with access to a department representative to ensure that tracking across all external and internal platforms is done consistently and is connected.
- ii. Provide the Proponent with access to the Department's web platforms as needed, or will work with the Proponent on setups, integrations, and analytics dashboards.
- iii. Provide the City's logo and brand guidelines, as well as access to the

- City's Manager of Communications as required, to ensure likeness to
the City's branding
- iv. Provide access to raw content and background information as available, when required, to assist in content development.
 - v. Provide feedback, materials, etc. in a reasonable timeline to ensure the Proponent can achieve the desired timelines expected

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Proposal Format and Evaluation

Proposal Format

Uploading Submission

All required information is to be uploaded to the bidding site in pdf format. All tables and forms incorporated into the bidding system must be completed to ensure a complete submission.

Were required additional information has been requested as a separate upload area accordingly.

Proposal Package

The Bidder who puts forth the proposal will have them signed by an official authorized to bind the Proponent and will provide the name(s), title(s), and address and telephone number for the individual(s) to be contacted during the evaluation process.

To assure similarity in the Proposal presentation, and to facilitate the comparison of competing Proposals by the evaluation team, bidders shall include the required material using the sections as follows:

- Title Page
- Cover Letter
- Signed Addenda – if any issued
- Table of Contents

Your proposal must be type written. Erasure, overwriting or strike-outs must be initialed by the person signing on behalf of the Proponent.

The following information shall be provided to describe the type of information which is expected to be in each of the sections listed above. It is not the intention to discourage creativity on the part of the bidder. It is however, very important for the Proposal reviewers to be able to compare like types of material from among the various bidders.

If desired, documents may be attached to the Proposal which substantiates the Proposal claims. However, if there are references to these support documents, then the precise page number, section number and title

must be specified so that it can easily be found and referred to. All referenced support material shall be submitted in the quantities indicated so that all evaluators have access to all supporting documents.

Technical Submission

The following Individual Sections are to be separated accordingly:

A: Proponent Qualifications

- Stability and Reputation of the Proponent
- Qualifications and Experience of Project Team
 - Credentials of Project Team
 - Experience on similar projects
- Capacity to Provide Services

B: Proponent's Past Projects

- Economic Development Project Experience
- General Marketing/Advertising Experience

C: Proponent Firm Abilities

- Creativity, Content Design and Messaging
- Marketing Plan Development
- Performance and Analytics
- Target Market Segmentation
- Accessibility for Ontarians with Disabilities (AODA) Compliance

D: Methodology and Approach

- Demonstrated Plan to meet Schedule and Budget

The text for each new section is to commence on a new page.

Evaluation Criteria

The selection of the awarded proposal will be based on a multi-step system.

Step One - Core Requirements

The proposal submissions will be evaluated based on the submission information meeting the core requirements of the goods or services that are part of this Request for Proposal. The requirements listed below must be clearly met within the documentation of the proposal. Stating it can be done or has been done, will not constitute clearly meeting the requirement without proven background information demonstrating the Proponent capabilities.

This table will be completed by the City of Sarnia Evaluation team during Step One of the process.

Core Requirement	Compliant	Bid Rejected
Proposal meets the minimum requirements of the NRFP, Terms of Reference and or Scope of Work		

Step Two – Evaluation Criteria

The second step of the evaluation process will only involve those proposals that the City of Sarnia Evaluation Team have deemed acceptable from Step One of the process.

The second step is to establish the awarding of the proposal on a numerical scoring system.

Proposals will be assigned a score for each category as follows:

Ranging from 0 to 10 as per matrix below:

Score	Characteristics
0-2	Submission is unacceptable. Demonstrates little understanding of the requirements. Criteria is absent from submission.
3-4	Submission is not adequate. Misses key requirements.
5-6	Submission meets basic expectations and requirements.
7-8	Clearly Demonstrates an understanding of requirements.
9-10	Clearly demonstrates an understanding of the requirements; and Details how the goods and or service will be delivered to above expectations / service levels.

Each category will be weighted as shown to reflect the goals for the proposal.

Description	Weight	Points	Maximum Total Points
A: Proponent Qualifications			
Stability and Reputation of the Proponent	5		50
Qualifications and Experience of Project Team	7.5		75
Capacity to Provide Services	5		50
B: Proponent's Past Projects			
Economic Development Project Experience	7.5		75
General Marketing/Advertising Experience	12.5		125
C: Proponent Firm Abilities			
Creativity, Content Design and Messaging	7.5		75
Marketing Plan Development	5		50
Performance and Analytics	5		50
Target Market Segmentation	7.5		75
Accessibility for Ontarians with Disabilities (AODA) Compliance	5		50
D: Methodology and Approach			
Demonstrated Plan to meet Schedule and Budget	12.5		125
Total			800
<i>Interview Threshold (in order to be considered for continued evaluation the scoring must exceed 70% of the technical maximum points.)</i>			
Short-List Interviews			200
Total			1000

Step 3 – Short-List Interviews

Interview points will be assigned out of the total 200 points.

Final Scoring will add the Interview Score and the Proposal Evaluation Score to a maximum score of 1000 points.

Step 4 Negotiations

The City reserves the right to conduct negotiations in the best interest of the City and, where the best interest of the City requires it, the City reserves the right to conduct concurrent negotiations with different Proponents to finalize the terms and conditions required for an acceptable agreement.

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Bid Evaluation Process

The objective of this section is to describe the criteria in the selection of a Proponent with which the City would:

- a) enter into a contract for the supply of the goods and services identified in the Invitation to Bid (RFQ, NRFP, Tender); or
 - b) commence the negotiation process towards the finalization of the terms and conditions for a contract; or
- Recommend, for Sarnia City Council's consideration, the acceptance of the bid submission.

The following process would apply:

- a) Scrutiny of the bid submissions relative to compliance with the mandatory requirements of the RFQ, NRFP, or Tender, such as submission of all specified forms and schedules meeting technical specifications, including adherence to items where "No Substitutes" are allowed, and agreements with the City's general Terms and Conditions.
- b) Elimination of bids not meeting the fundamental requirements stated above, as well as elimination of bids not received on time.
- c) Elimination of bids from Proponents where that Proponent, or its principals, have been, or currently are, involved in litigation or disputes with the City, except where that litigation does not impact upon the ability of the parties to further engage in reasonable business relations.
- d) Evaluation of the merits of all compliant bids. The evaluation will consider financial and technical merits; Proponent's/ reputation based on past performance with the City and others, initial costs, on-going maintenance costs, and overall cost effectiveness over the long term.

Treatment of Bid Irregularities

Each bid receiving in response to a formal Invitation to Bid (Tender, RFQ or NRFP) is reviewed to determine whether irregularity exists, and action is taken accordingly, as follows:

Type	Action Taken
Late Bids	Automatic Rejection
Faxed and E-mailed tenders Quotations or Proposals	Automatic Rejection
Qualified Bids (bids which are qualified, restricted or conditional by a statement from the bidder)	Automatic Rejection
Failure to submit the specified Bid Securities when required	Automatic Rejection
Bids not meeting specifications	Automatic Rejection
Submissions on forms other than the City's official form of Tender, Quotation or Proposal	Automatic Rejection
Submissions over riding the terms and conditions set out in the bid document and Addenda	Automatic Rejection
Unsigned Bids	Automatic Rejection
Bids Submitted in an erasable medium	Automatic Rejection
Unit prices changed, but not initialled, and the total is	Automatic Rejection

Type	Action Taken
inconsistent with the unit price as changed	
Failure to acknowledge any and all Addenda issued for each tender, quotation or proposal on the forms provided.	Automatic Rejection
Mistake in submission not obvious on the face of the submission	No relief
Erasures, strike-outs or over-writing which are not initialled	To be reviewed and decision made based on the magnitude of the issue – with 48 hours to initial

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22-141 - Economic Development Marketing and Advertising Services

Opening Date: October 28, 2022 3:57 PM

Closing Date: November 14, 2022 1:00 PM

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Bid Questions

The City of Sarnia is required to maintain all documents in formats acceptable to the Accessibility of Ontarians with Disabilities Act. Please acknowledge that all documents will be in the formats required as per the guide to creating accessible documents link from the RFP document?

The City of Sarnia is required to maintain all documents in formats acceptable to the Accessibility of Ontarians with Disabilities Act. Please acknowledge that all documents will be in the formats required as per the guide to creating accessible documents link from the RFP document.

Specifications

COVID-19 Mandatory Vaccination Policy Contractor Attestation

Description	Response [*]
I the Contractor, declare that our organization has awareness and commitment of compliance to the City of Sarnia COVID-19 Mandatory Vaccination Policy among its employees attending City facilities or working in close proximity with City employees, and citizens as part of their contract administration duties to the City of Sarnia.	<input type="text" value="Select A Value"/>

Sub-Contractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

The Bidder shall state only one (1) subcontractor for each type of work

Bidder(s) shall upon request by the Owner produce a list of references for all or any proposed Subcontractors within three (3) business days.

Sub Consultants/Contractors

The bidder shall list hereunder the names of the Sub Consultants/Contractors whom they propose to use. It is understood by the bidder that the list of Sub Consultants/Contractors is a complete list and that no additional will be permitted after closing date without the prior written approval of the Contract Administrator.

The Proponent is required to ensure all sub-consultants/contractors comply with all noted health and safety requirements and onsite documentation applicable to the project.

☐ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "OWN FORCES".

Sub Contractor	Address	Trade
		*

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- NRFP Technical Submission * (mandatory)
- Certificate of General Liability Insurance * (mandatory)
- Certificate of Professional Liability Insurance * (mandatory)
- WSIB Clearance Certificate * (mandatory)
- Proponent Rate Schedule * (mandatory)
- Additional Document (optional)

Addenda, Terms and Conditions

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.
2. This Bid is made without any connections, knowledge, and comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.
4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or one hundred and twenty (120) Calendar Days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.
5. If the Bid is accepted, I/WE agree to furnish all required documentation, as required by the Bid Call Document(s) within Ten (10) Calendar Days after notification of Award.
6. I/We acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.
7. I/We, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005. If requested, we are able to provide written proof that all employees have been trained as required under the act. I/We shall be aware and sensitive to accessibility and disability issues.

I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

☐ I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder.

The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest? ☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		