



REQUEST FOR PROPOSAL

RFP 2024-08

Wawa Downtown Marketing Video Services

Issue Date: July 17, 2024

Closing Date: July 31, 2024 at 4 p.m. EST

Award Contract: August 13, 2024

Contact:

**Jessie Labonte, Economic Development Assistant
Municipality of Wawa
40 Broadway Avenue Wawa, ON
705-856-2244 Ext. 232 jlabonte@wawa.cc**

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DOWNTOWN WAWA COMMUNITY IMPROVEMENT PLAN

Closing Date and Time:

**Consultant's proposal must be received by July 31, 2024, at
2:00 p.m. emailed (only) to:**

**Jessie Labonte
Economic Development Assistant
Municipality of Wawa
jlabonte@wawa.cc
705-856-2244 ex 232**

General Project Description

The Municipality of Wawa is seeking proposals from a qualified and experienced consultant or firm to work collaboratively with the Municipality to provide digital marketing services that include production of marketing videos to support Wawa's Tourism and Downtown Wawa initiatives.

The digital marketing materials will be utilized to connect with the local community, engage potential customers, and drive business from visitors/residents into the downtown core. The videos created should make a lasting impact and help to contribute to positive brand recognition for Wawa. The videos created should provide a visual representation of what Wawa's Downtown has to offer, including inspiring investment and attracting visitors. Wawa's downtown with adjacent waterfront plays a vital role for local tourism, which is a large component contributing to Wawa's economic prosperity.

Community Background

Governed by a Mayor and four (4) Councilors, the Municipality of Wawa is a single tier municipality located on the TransCanada Highway, 210 kilometers north of the City of Sault Ste Marie in the District of Algoma. Found in the northern portion of Algoma, the Municipality offers an excellent quality of life with great access to a large range of outdoor activities. The recent upturn in the US dollar has also increased tourism levels to numbers not seen since 2007. In recent years, Wawa has suffered an economic downturn due to the collapse of the forest industry and a reduction in Provincial supporting grants. However, there are signs of recovery that have been seen through potential gold mines and related commercial activity.

The Municipality has a population of approximately 3,000 residents and an economy principally based on tourism, mining, and forestry. The Municipality encompasses an area of about 480 square kilometers, much of it of a northern rural nature.

As a municipality, Wawa is responsible for various activities governed by Ontario's *Municipal Act, S.O. 2001* including taxation, roads, water and wastewater servicing, planning and building, recreation, policing, fire suppression and general government.

Wawa has an annual operating budget of approximately \$12 million. The annual capital budget can vary from \$3 million to \$5 million.

Like many communities in Northern Ontario, Wawa has experienced a decline in population in recent years and is now faced with an aging population with limited opportunities to replace a retiring workforce. As a result, the Municipality is facing a range of challenges having an impact on municipal service delivery and local quality of life. The role and influence of municipalities and citizen expectations for quality service, value-for-the-taxpayers dollar and effective governance are on the rise. There is a commitment by the Municipality to the delivery of quality public services, facilities and infrastructure and it strives to meet the day-to-day requirements in the community through a wide range of core services.

Rural Economic Development (RED) Grant Requirements

The Municipality of Wawa was successful in receiving funding from the Ontario Ministry of Food, Agriculture and Rural Affairs through a Rural Economic Development grant to update the Wawa Downtown Community Improvement Plan (CIP). Due to the grant requirements and deadline, the project must be completed by Friday, September 20, 2024.

INSTRUCTIONS TO PROPONENTS

A. Scope of Work

The principle responsibility of the selected Proposer is to provide project administration and the creation and development of digital marketing content including:

Required Deliverables:

- One or more; three to five-minute video promoting Wawa, highlighting the downtown specifically. The goal of the video is to promote Wawa's Downtown as an attractive place, increasing business investment and development in the downtown, while supporting existing business and tourism opportunities
- Two short form edits approximately 30 seconds in length, one highlighting Wawa's Downtown business testimonials and opportunities include interviews with multiple businesses in the downtown and one highlighting Wawa's Tourism offerings for visitors to the community – geared towards highway traffic to encourage guests to drive into the downtown and stay a little longer.

The videos created should complete the following objectives:

- differentiate from the surrounding communities
- generate awareness and aim to influence visitors driving through Wawa to venture into Wawa's downtown
- communicate and engage with targeted audiences (targeted audiences being highway traffic, entrepreneurs, residents, visitors)
- showcase the new downtown logo
- showcase the unique businesses located in downtown Wawa, as well as business owners experience with operating in downtown Wawa and highlight business opportunities
- utilize the video to tell a vibrant unified message through storytelling techniques that connects visitors with Wawa, providing a concrete symbolic and emotional experience that elevates and inspires

The successful agency will have a proven track record of success in digital marketing, a deep understanding of the latest digital marketing trends and technologies, as well as the ability to develop and execute effective digital marketing tactics.

The Consultants Role:

In support of this project the Consultant will:

Technical Requirements:

- Wide, tight and drone shots, including focus on details and key subject matter
- Voice-over/narration through an entire scene or at key moments, when appropriate
- Testimonial and Interviews, when appropriate

- Photographs, when appropriate
- Still and animated onscreen graphics and text, when appropriate
- To provide own video production equipment and editing services
- Secure rights to music tracks and accompanying background music/SFX, when appropriate
- Videos must be high-definition quality
- The videos should include music, creative graphics and voice over, when applicable
- Videos must be able to be used in multiple mediums –web, social, etc.

Digital Marketing:

The campaign will be promoted via:

- Consultation on digital or web-placement and usage is required
- Web-based digital display ads and digital pre-roll video ads
- Search-based pay-per-click ads
- Web-based native content marketing
- Paid and organic social media marketing

Digital marketing materials created will be shared through the municipal website, social media channels, digital marketing displays at the Wawa Tourism Centre and featured through regional marketing initiatives such as Algoma Country and The Lake Superior Circle Tour.

Project Management

- Ensure alignment with overall project timeline
- Work with the Municipality of Wawa's staff to set and track project milestones in accordance with the overall timeline
- Work with Municipality of Wawa's staff to establish key performance measures and track results
- Provide routine status updates
- Manage costs of time and materials to remain within budget
- Proactively identify and communicate challenges
- Coordinate quality control of all production work and deliverables
- Provide a single point of contact to oversee the partnership

Creative Design

- Provide creative direction that incorporates Wawa's brand within the video and gives thought and consideration to the development of future videos
- Work with the Municipality of Wawa's staff to set the direction for filming, including but not limited to: developing content and narrative, identifying shot lists, script development, and voiceovers where applicable
- Identify and collaboratively design the necessary video, graphic and sound elements required for the video
- Ensure continuity of message and brand throughout the video

Filming and Editing

- Work with the Municipality of Wawa to develop an approach to conducting field shoots which may include the downtown, Wawa Goose Statue/Tourist Information Centre, Wawa Lake Waterfront, etc.
- Prepare on-site locations for filming. Preparations may include, but are not limited to: reviewing shot lists with the Municipality of Wawa's staff; scouting the location prior to filming; or adapting the filming approach to ensure minimal disruptions to film participants, as well as patrons and workers at filming locations
- Work with the Municipality of Wawa to coordinate and conduct field filming to capture all footage required to make the video
- Utilize .mp4 and .mov video formats and 4K high-definition resolution
- Upload unedited raw footage with metadata tags to a designated storage area
- Work with the Municipality of Wawa's staff to review rough cuts, develop the sequence of video clips, and identify gaps in footage for additional filming
- Edit to final production professional grade copy with absolute attention to detail on all video, graphic, and sound elements
- Deliver or upload final edited versions of the video to the Municipality of Wawa on USB Drives and/or via a designated electronic storage area
- The Municipality of Wawa will own all materials produced royalty free.

Review Results:

- Once the project has been completed, the final draft of all marketing materials created must be presented to the Municipality of Wawa for a final review and input before finalized.

Grant Dictated Schedule

- In order to maintain the source of partial project grant funding under the Ontario Ministry of Food, Agriculture and Rural Affairs (OMAFRA) Rural Economic Development (RED) Program, all deliverables must be completed no later than September 20, 2024. Therefore, it is imperative that part of the proposal must include an estimated time and work schedule.

The Municipality of Wawa's Role:

In support of this project the Municipality of Wawa will:

Project Management

- Provide a dedicated point of contact to serve as liaison with the Partner
- Work with partner to set overall project timeline and milestones, track project status, identify challenges and facilitate solutions
- Monitor costs to remain within budget

Creative Design

Work with the partner to set the direction for filming, including but not limited to:

- developing content and narrative, identifying shot lists and participants, developing a script, and arranging interviews and voiceovers where applicable

- Collaborate with the partner to ensure Wawa’s brand and message are held true and do not deviate from the intended purpose and audience

Filming and Editing

- In consultation with partner, review and identify shot lists based on script
- Aid in securing necessary permissions and admittance to locations selected as filming locations

Work Elements

A) The Consultant must perform the Work:

- a) In compliance with all laws of Ontario, Canada and Municipality of Wawa Bylaws, and
- b) With the degree of care, skill, and diligence normally applied in the performance of services of a similar nature;
- c) In accordance with current industry practices; and
- d) In conformance with the latest design standards and codes applicable at the time of design

B. Terms and Conditions

- a) The prices quoted shall be in Canadian dollars and with all necessary import clearances and documentation.
- b) All Consultants are requested to list on a separate sheet, any features that they are providing in addition to the basic specifications provided herein and submit this information with their bid.
- c) The Municipality further reserves the right to negotiate and to refine the requirements where it is in the Town’s best interest to do so.
- d) The Municipality reserves the right to accept or reject any or all bids as it deems to be of their interest to do so.

C. Safety Requirements

The Proponent will meet all Federal and Provincial safety standards and laws that are in effect on the date of the bid for the item(s) that are being specified and the particular use for which they are meant.

D. Supervision and Employee Conduct

Consultant must provide proper supervision of their employees as appropriate and will be held responsible for the conduct of their employees. The Municipality requires that all people employed by the Consultant and subcontractor perform their tasks in a courteous and professional manner and technicians are expected to be knowledgeable in all aspects of their duties and display good customer service skills. Misconduct will not be tolerated.

E. Protection of Person and Property

The Consultant shall use due care so that no persons are injured, no property is damaged or lost, and no rights are infringed upon in the supply of the goods and/or services, and the Consultant shall be solely responsible for all loss, damages, costs, and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the goods or services or caused in any other manner whatsoever by the Consultant, its employees or agents.

F. Clean-Up

All refuse particles and any other debris resulting from this operation shall be gathered and removed from the work site on a daily basis. No dumping will be allowed on the street right-of-way. The Consultant will be responsible for all costs associated with clean up.

G. Inspection of Work

An Inspector('s) will be assigned by the Municipality to review workmanship, material and equipment preparation and handling, health and safety procedure and any other relevant practices pertaining to this RFP. Should any problems or deficiencies be noted, the Consultant shall take appropriate corrective action to the satisfaction of the Inspector prior to acceptance of the completed intersection. All required corrections will be at no cost to the Town.

H. Failure to Perform

Good workmanship must be apparent. When work is found incomplete or unsatisfactory, the Consultant will be informed and will be expected to rectify the condition immediately at no cost to the Municipality of Wawa. Failure to rectify the condition will entail the Municipality employing others and the cost incurred being deducted from monies due to the Consultant. Repeated infractions of unsatisfactory performance will not be tolerated and will result in cancellation of the Contract and retention of any holdback monies due by the Municipality.

I. Law Abidance

The Proponent shall abide by the provisions of all legislative enactments, statutes, by laws and regulations in regard to safety in the Province of Ontario.

J. Acquaintance with Specifications

It is the responsibility of the Proponents to review all of the Municipality's requirements. Failure of the Proponent to be acquainted with this information shall not relieve him/her from any obligations of the bid requirements.

K. Permits

It is the responsibility of the Consultant to pay for all permits, licenses, fees, give all notices and comply with all applicable statutes, laws, by-laws and regulations, federal, provincial, municipal or otherwise.

L. Requirements

To perform the contract in accordance with the terms, provisions, and conditions of the contract, all specifications and requirements of this RFP and any supplemental directives issued by the Municipality and in accordance with the bid pursuant to which the contract had been awarded, any item which fails in any way to meet the terms of the contract is subject to rejection, or to be paid for on an adjusted basis, and the decision of the Municipality is final.

M. Total Price

Total price contained within the Proponent's proposal is expected to be itemized in a fashion in which the Municipality can identify specific cost allocation. Lump sum bids may be accepted, however should the Municipality request, consultant must provide a cost breakdown or bid may be disqualified at the Municipality's discretion.

N. Collusion / Conflicts

By submission of bid, the Proponent declares that the bid is NOT made in connection with any other Proponents. Submitting an offer for the same goods or services, and is in all respects fair and without collusion or fraud and further that no Member of Council nor officer or employee of the Municipality is, will be, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or on the performance of the said contract, or in the supplies, work or business in connection with the said contract, portion of the profits thereof, supplies to be used therein or in any monies to be derived therefrom.

O. Negotiations

Terms, conditions and pricing submitted in response to this request shall remain firm in accordance with the terms, conditions and instructions of this request. In the event however, that particular for any aspect of the work or deliverables are unclear or vague, and the Proponent proposes a unique solution or product, discussions may be required to clarify elements of the bid or proposal. In addition, once submissions have been ranked in accordance with evaluation methodology, negotiations may be conducted with the top ranked Proponents in each category, in order to refine any particulars, which may not otherwise be evident.

P. Proponents Information and Understanding

Proponents are cautioned to review all of the enclosed terms and conditions as they contain many important instructions and considerations, which may affect the bid. The submission of a bid shall be deemed proof that the Proponent has satisfied him/herself as to all the provisions of the request, all the conditions which may be encountered, what materials will be required, or any other matter which may enter into the carrying out of the contract to a satisfactory conclusion, and no claims will be entertained by the Municipality based on the assertion by the Proponent that he/she was uninformed as to any of the provisions or conditions intended to be covered by the contract. It is the Proponents responsibility to clarify with the Municipality, any details in question mentioned or not in the request, BEFORE submitting a bid.

Q. Verbal Information

No verbal instructions or verbal information to Proponents will be binding on the Municipality. All written instructions and specifications will be considered clear and complete unless written attention is called to any apparent discrepancies or incompleteness before the official closing. Should alterations to the bid request form be deemed necessary by the Municipality, these alterations will be made in the form of written addenda and shall be posted on the municipal website and bidding portal. The addenda shall be considered as part of the request.

R. Proposed Project Schedule

| | |
|---------------------------------------|----------------------------|
| RFP Issued | Wednesday, July 17, 2024 |
| Deadline for submission of proposals | Wednesday, July 31, 2024 |
| Awarding of Proposal | Tuesday, August 13, 2024 |
| Completion of Work and Final Invoice* | Friday, September 20, 2024 |

**Work may be completed earlier; however, this is the final deadline which must be met. The Municipality will not be bound to any specified expected completion dates submitted in proposals of proponents. **

S. Work Schedule

The Consultant will begin the Work once the Contract has been awarded. The Municipality reserves the right, at its own discretion, to cancel the Contract for all work not completed by the date of cancellation and to contract out any remaining work or to extend the Contract due to uncontrollable circumstances. Once the project has commenced, it will continue on a regular full work schedule until completed. The Consultant shall remain fully engaged until the project is complete.

T. Proponent Requirements

Minimum requirements by the Proponent for submission of a proposal in response to the RFP shall include the following:

- a) Experience in similar projects. 3 Years of experience is considered the minimum for this Project. The proponent must provide work samples that present at least two relevant video production work projects. Please present these work samples as specified in **Proponent Qualifications** under **PROPOSAL SUBMISSION REQUIREMENTS**.
- b) Proof of all relevant certificates pertaining to expertise required.
- c) Qualifications of staff involved in the project relevant to the project.
- d) Ability to perform the work in a timely manner, availability of staff and contingency plans including a work schedule.
- e) Proposals must state the Proponents related business information.

INFORMATION AND INSTRUCTION FOR PROPOSALS

A. Purpose

This Request for Proposal states the instruction for submitting proposals and the procedure by which Proponent will be selected.

B. Definitions

Hereinafter, each company receiving this Request for Proposal is referred to as a “Proponent”, “Consultant” and/or “Company”, a Proponents proposal in response to this Request for Proposal is referred to as a “Proposal” and the Municipality of Wawa shall hereinafter be referred to as the “Municipality”.

C. Proposal Submission

- a) An electronic copy of the Proponent’s Proposal must be submitted to jlabonte@wawa.cc on or before the closing date. If bidder is submitting proposal via e-mail, they may only submit one electronic copy. Faxed replies will not be accepted.
- b) Proponents may not make modifications to their Proposals after the closing date and time except as may be allowed by the Municipality.
- c) The Municipality may reproduce any of the Proponent’s Proposals and supporting documents for internal use.
- d) The Municipality will not be obligated in any way by the Proponent’s Proposal. The Municipality will not return any Proposals or supporting documentation to any Proponent.

D. Proposal Costs

The Proponent has the sole responsibility for any costs associated with preparing its Proposal in response to this Request for Proposals. In no event will the Municipality be responsible for the costs of preparation or submission of any Proposal.

E. Irrevocable Offer

- a) Proposals submitted to the Municipality shall constitute a valid and irrevocable offer which is open for acceptance by the Municipality from and after submission until the expiration of the 90th day following the Closing Date.
- b) The RFP does not create a tender process. This RFP is not an invitation for an offer to contract and is not an offer to contract made by the Municipality. By this RFP, the Municipality reserves to the right, in its sole and absolute discretion, to consider and analyze the Proposals, select a preferred Proponent, negotiate with all or any of the Proponents and sign an agreement with the preferred Proponent or not sign an agreement at all.
- c) Without limiting the generality of the foregoing, the Municipality reserves the right to;

- a. Reject any Proposal whether or not complete and whether or not it contains all the required information
 - b. Require clarification of the Proposal
 - c. Request additional information on any Proposal
 - d. Reject any and all Proposals without any obligation of compensation or reimbursement to the Proponents
 - e. Re-advertise for new submissions or Call for Tenders for this work or the work of a similar nature
 - f. Negotiate with any one or more of the Proponents with respect to any aspect of the RFP, this process, mandatory requirements or otherwise with respect to the Proposal
- a. The Municipality may, in its sole and absolute discretion, independently verify any information in any submission.
- d) The Municipality reserves the right to debrief both the successful and unsuccessful Consultants after the announcement of the selected Consultant.
- e) Where ever the words “will”, “shall” or “must” are used in this RFP, the Town will have the option of waiving this as a mandatory requirement as it is intended the Proposals be subject to review and negotiation and not all options may be known to the Town at this time. Therefore, the Town must have the ability to waive what otherwise appear to be mandatory requirements in the appropriate situation as determined by the Town.
- f) The lowest priced or any proposal will not necessarily be accepted

F. Inquiries or Changes

a) Questions regarding this RFP must be via email to:

Jessie Labonte
jlabonte@wawa.cc
The Municipality of Wawa
40 Broadway Ave, PO Box 500
Wawa, ON
P0S 1K0

- b) It is the responsibility of each Proponent to inquire about and clarify any requirements of this Request for Proposals, which are not understood.
- c) Proponents must obtain their own information on all matters and things that may in any way influence them in making their Proposals and fixing prices.
- d) Proponents must satisfy themselves in all respects as to the risks and obligations to be undertaken by them.
- e) If a Proponent discovers any inconsistency, discrepancy, ambiguity, errors, or omissions in this Request for Proposals, they must notify Maury O'Neill who may, if necessary, send written addenda to all.
- f) The Municipality may, at any time, make and stipulate changes to this Request for Proposals.
- g) The Municipality may provide additional information, clarification or modification by written addenda. All addenda shall be incorporated into and become part of this Request for Proposals. The Municipality shall not be bound by oral or other information, explanations or clarifications not contained in written addenda.

G. Budget

There is an approved budget for this project of \$30,000 plus applicable taxes and fees.

The budget should also include costs for travel and other direct expenses associated with the project. Consultants are encouraged, but not required, to provide a detail of value-added services that can be provided at an additional cost, including the fees and rationale for undertaking them. This is to be a separate section.

H. Indemnification, Hold Harmless and Insurance Requirements

In addition to other standard contractual terms, the Municipality will require the selected vendor to comply with indemnification, hold harmless and insurance requirements as outlined below:

The Consultant shall indemnify and hold harmless the Municipality (including any of its bodies, agencies, councils and associations and their servants, agents, officers, directors, elected officials, successors, assigns, employees and personal representatives and each of them) from and against any loss resulting from negligence, claim, demand, damages, liability, and costs and permitted assigns.

This provision shall survive termination of any agreement resulting from this RFP.

The vendor shall procure and maintain, for the duration of this contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his/her agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Consultant. Insurance shall meet or exceed the following unless otherwise approved by the Municipality.

Insurance Requirements

- a) Worker's Compensation coverage as required by the Province of Ontario.
- b) Comprehensive or Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- c) Automobile Liability: \$2,000,000 combined single limit per accident for bodily injury and property damage.

I. Equal Opportunity

The Municipality is an equal opportunity employer and requires all Respondents to comply with policies and regulations concerning equal opportunity. The Respondent, in the performance of this contract, agrees not to discriminate in its employment due to an employee's or applicant's race, religion, national origin, ancestry, gender, sexual preference, age, physical handicap or any other characteristic protected by law.

J. Accessibility

The Municipality is committed to and working toward ensuring municipal services is accessible to all. We strive to meet or exceed the standards set by the *Accessibility for Ontarians with Disabilities Act* ("AODA") which are rules established by the Province to help businesses and organizations identify, remove and prevent barriers to accessibility. The AODA requires accessibility of goods, services, facilities, accommodations, employment as well as information and communication.

K. Sustainability

The Municipality recognizes that being sustainable is a responsibility of the Municipality essential to long-term economic prosperity, the social well-being of its residents and protecting environmental capacity and can only occur through community engagement and involvement.

L. RFP Overrides Standard Terms and Conditions

The terms of this RFP and the Agreement reached pursuant to this RFP with the Proponent supersede the contents of any and all standard terms and conditions contained in the documentation from the Proponent, including those contained in or on the reverse of purchase orders, order verifications, sales receipts or other standard documentation supplied by either the Proponent and/or its vendors/suppliers.

M. Pricing Requirement

- a) Prices shall be in Canadian Funds, for the Work or material, delivered and installed.
- b) All prices bid shall include applicable taxes, customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the work except for Provincial Sales Tax, as applicable, which shall be shown as extra, unless otherwise specified. If the Proponent intends to manufacture or fabricate any part of the work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the Importer of record for customs purposes.
- c) This is intended to be a fixed price contract with no extras. All work required or desired under the terms of this RFP is to be included in the price and the price is not to be subject to adjustment, including due to unknown or undisclosed conditions, increases in costs and taxes, cost of labour, unavailability of labour or materials, increases in cost of materials other than the changes in Provincial Sales Tax or Goods and Services Tax rates.
- d) In the event of any discrepancy between the unit price and the extension, the unit price shall govern.

N. Terms of Payment

- a) Unless progress payments or alternative payment terms are specifically agreed to under the terms of the RFP and any Proposal, as accepted by the Municipality. Any alternative payment terms, including the cost thereof, to the Municipality and its financing parties, will be considered as an element of evaluation in the evaluation of proposals.
- b) As funding is provided primarily from the federal and provincial governments under contracts with the entities administering federal/provincial infrastructure projects, any funding and payments thereunder will be subject to the requirements of such program and contracts with the Town.
- c) The Municipality shall have the right to withhold from any sum otherwise payable to the Consultant such amount as may be sufficient to remedy any defect or deficiency in the Work, pending correction of the same.

O. Patents and Copyrights

- a) The Proponent shall at its expense, defend all claims, actions or proceedings against the Municipality based on any allegations that the work or any part of the work constitutes an infringement of any patent, copyright or other proprietary right and shall pay to the Municipality all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client (substantial indemnity) basis occasioned to the Municipality by reason thereof.
- b) The Proponent shall pay all royalties and patent license fees required for the work. If the work or any part thereof is in any action or proceeding held to constitute an infringement, the Proponent shall forthwith either secure for the Municipality the right to continue using the work, or shall at the Proponents expense, replace the infringing items with non-infringing work or modify them so that the work no longer infringes.
- c) The Proponent shall be responsible for obtaining all patent, copyright or other intellectual proprietary rights required or desired in connection with the completion of the Work and the operation of the facilities after the completion of the Work at its sole cost and expense as part of the Work. The Proponent warrants and represents that all necessary patent, copyright, trademark or other intellectual property rights are included in the Work and that the company has the right and authority to transfer or license to the Municipality as part of the Work, which said license shall be in perpetuity, transferable and without restriction or payment.

P. Assignment

The Proponent shall not assign the contract or any portion thereof without the prior written consent of the Municipality

Q. Occupational Health and Safety Act

- a) The successful Proponent, for purposes of the Ontario Occupational Health and Safety Act, shall be designated as the Constructor for this project and shall assume all of the responsibilities of the Constructor as set out in that Act and its regulations. The foregoing shall apply notwithstanding that the successful Proponent may be referred to as the 'Constructor' in this paragraph and any other provisions of this document.
- b) The Proponent acknowledges that it has read and understood the Occupational Health and Safety Act along with Proponents own and Municipality's Health and Safety Policies and Procedures.
- c) The Proponent covenants and agrees to observe strictly and faithfully the provisions of the said Occupational Health and Safety Act and all regulations and rules promulgated there under together with the Proponents own and Municipality's Health and Safety Policies and Procedures.

- a. The Proponent agrees to indemnify and save the Municipality harmless for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act and/or the Municipality's and/or the Proponents Health and Safety Policies and Procedures.
- b. The Proponent agrees to assume full responsibility for the enforcement of the said Occupational Health and Safety Act, Municipality's and Proponents Health and Safety Policies and Procedures and copy requirements of the Municipality to ensure compliance therewith.
- c. The Proponent further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act, Municipality's and Proponents Health and Safety Policies and Procedures whether by the Proponent or any of its sub-Contractors may result in the Proponent and/or sub-Contractor being removed from the site and in the immediate termination of this contract herein, including forfeiture of all sums owing to the Proponent by the Municipality.
- d. The Proponent shall allow access on-demand to representatives of the Municipality to inspect work sites and ensure compliance with the Contract and the Municipality's Policies and Procedures.
- e. The Proponent agrees that any damages or fines that may be assessed against the Municipality by reason of a breach or breaches of the Occupational Health and Safety Act by the Proponent or any of its sub-Consultants will entitle the Municipality to off-set the damages so assessed against any monies that the Municipality may from time to time owe the Proponent under this contract or under any other contract whatsoever.
- f. Where any portion of the work or services in this Contract is contracted to a sub-Contractor, the Proponent agrees that the provisions of this section will apply to the sub-Contractor and the Proponent will enforce said provisions.
- g. The Proponent shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents, devices, equipment producing or omitting physical agents and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the Ontario Occupational Health & Safety Act
- h. The Proponent shall provide appropriate Material Health & Safety Data sheets for these substances used for the performance of the required work, all prior to the performance of said work.
- i. Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the Proponent shall ensure

that the requirements of the Ontario Occupational Health & Safety Act and associated regulations are complied with.

- d) The Municipality reserves the right to cancel any contract for noncompliance with the terms set out herein, health and safety regulations, the Environmental Protection Act, associated regulations and other applicable legislation.

R. Limitation of Liability

- a) In no event shall either party be liable to the other for indirect or consequential damages, damages for loss of profit, revenue or reputation or other indirect damages arising out of the breach, fault or negligence of either party under the terms of this RFP or any agreement arising therefrom.
- b) Each Proponent, by submitting a Proposal, agrees that:
 - a. In the event that any or all of the Proposals are rejected or disqualified for any reason, proper or improper, or the Project or selection process is modified, suspended or cancelled for any reason, neither the Municipality or its member municipalities, employees, officers, directors or representatives will be liable under any circumstance for any claim, damages, losses, cost, reimbursement or compensation to any person or entity whatsoever arising out of this Proposal, including, but not limited to the cost of preparation of the Proposal, loss of anticipated profits, loss of opportunity and any other matter.
 - b. The Proponent hereby waives any claim for loss of profits or loss of opportunity if the Proposal is rejected or disqualified or is not successful in the selection process for any reason whatsoever.
 - c. The Proponent acknowledges that in evaluating the Proposals, the Municipality and its advisors are seeking a Proposal to its satisfaction and is under no obligation to the Proponent to do anything other than bona fide consider all Proposals.
- c) In the event that the Municipality shall be in default under this RFP or the Agreement, or shall be negligent in the performance of its duties under this RFP or the Agreement, or shall be in default of any legal, contractual or statutory obligation to the Proponents, then in no event shall there be any liability to the Municipality, employees, officers, directors, advisors or representatives in excess of the actual out-of-pocket costs incurred by the Proponent in preparing the Proposal. No claim of such shall be made by Proponent if not made within six (6) months after the date of receipt of all Proposals.
- d) Award of this contract is subject to appropriate funding made available, accepted and received by the Municipality.

- e) The placing in the mail to the address given in their submission or delivery of a notice of award to a Proponent shall constitute notice of acceptance of contract. This acceptance shall be conditional on the Proponent providing all documentation, insurance, bonding, security and certifications as required by the RFP within ten (10) working days of the date that the notice of award is placed in the mail or delivered to the Proponent. The Proponent shall forthwith, within ten (10) working days of receipt thereof, execute the Agreement in the form prepared by the Municipality and incorporating the terms and conditions of this RFP and such other terms and conditions as the Municipality shall reasonably require.

S. Contract Cancellation

- a) The Municipality shall have the right, which may be exercised from time to time to cancel any uncompleted or unperformed portion of the work or balance of contract without cause or fault. In the event of such cancellation, the Municipality shall pay to the Company the cost and expenses by the Company in performing that portion of the work completed up until the date of cancellation.
- b) The Municipality may:
 - a. If the Company; commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the company makes a general assignment for the benefit of its creditors; then, in any such case, the Municipality may, without notice; terminate the contract.
 - b. If the Company; fails to comply with any request, instruction or order of the Municipality; or fails to pay its accounts; or fails to comply with, disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with the skill and diligence; or assigns or sublets the contract or any portion thereof without the Municipality's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the Municipality may, upon expiration of ten days from the date of written notice to the company, terminate the contract.
 - c. Any termination of the contract by the Municipality, as aforesaid, shall be without prejudice to any other rights or remedies the Municipality may have.
 - d. If the Municipality terminates the contract, it is entitled to:
 - i. Take possession of all of the work in progress and finish the work by whatever means the Town may deem appropriate under the circumstances;
 - ii. Withhold any further payments to the Company until its liability to the Municipality is ascertained;
 - iii. Recover from the Company loss, damage and expense incurred by the Municipality by reason of the Company's default (which may be deducted

from any monies due or becoming due to the Company, any balance to be paid by the company to the Municipality).

- e. The Municipality shall not be liable to the Company for loss of anticipated profit on the cancelled portion or portions of the work.

T. Availability of Labour and Escalation

The Proponent shall fully inform itself regarding availability of labour in the area relative the requirements of the schedule. The Proponent shall make their own assessment of escalation in costs and increased labour costs and include all of these costs in their bid. All risks with respect thereto shall be the Proponents.

U. Correction of Defects

If at any time prior to one year (or specified warranty/guarantee period if longer than one year) after the actual delivery date of any equipment or installation forming part of the Work, or the Work itself, any part of the equipment or Work becomes defective, deficient or fails due to defect in design, material, workmanship or otherwise fails to meet the requirements of the contract, then the Company, upon request, shall correct to industry standard or manufacturer recommendation on every such defect, deficiency or failure without cost to the Municipality. The Company shall pay all transportation costs for parts and/or equipment both ways between the Company's factory or repair depot and the point of use.

V. Tax Issues

The Proponent is solely responsible for obtaining and relying on tax advice from its own advisors and experts, including obtaining any advance interpretations and rulings from CRA relative to this RFP and the Agreement which it feels are appropriate (including in relation to the supplying of funds, any financial structure and any tax consequences).

W. Contract Provisions by Reference

The Municipality's acceptance of the Proponent's Proposal by issuance of a Purchase Order shall create a contract between the Municipality and such Proponent containing all specifications, terms and conditions in the Proposal except as amended in the Purchase Order. Any exceptions taken by the Consultant which are not included in the Purchase Order will not form part of the contract.

X. Addenda

- a) Should a Proponent have any questions or need further clarification, they should contact the Municipality's representative, named in this document as per Section **F. Inquiries and Changes** under **Information and Instruction for Proposals**. Questions will only be received until Friday, July 26, 2024 until 4:00 p.m. local time to enable the Municipality to prepare an addendum (if any). Questions received after 4:00 p.m. on Friday, July 26, 2024 may not be acknowledged nor answered.

- b) If a Proponent discovers any inconsistency, discrepancy, ambiguity, errors, or omissions in this Request for Proposals, it must notify the Municipality's representative named in section **F. Inquiries and Changes** under **Information and Instruction for Proposals**, who may, if necessary, send written addenda to all Proponents.
- c) When it becomes necessary to revise, delete, substitute or add to the bid documents after release, the Municipality's representative will issue an addendum.
- d) A copy of each addendum shall be posted on the Municipal bids and tenders webpage and bidding portal.
- e) All Proponents must acknowledge addendum by attaching a signed copy of this addendum to their respective bid documents. Failure to do so may result in rejection of the bid.
- f) The Municipality may, at any time, make and stipulate changes to this Request for Proposals.
- g) The Municipality may provide additional information, clarification or modification by written addenda. All addenda shall be incorporated into and become part of this Request for Proposals. The Municipality shall not be bound by oral or other information, explanations or clarifications not contained in written addenda.

PROPOSAL SUBMISSION REQUIREMENTS

Proponents interested in providing these services must prepare and submit a Proposal that includes:

A. Cover Letter

The cover letter is to be signed by an officer of the company authorized to execute a contract with the Municipality.

B. Statement of Understanding

Proponents must provide a statement that includes acknowledgement of the following with signatures of authorized personnel and a witness:

- a. It is understood that Proponents have carefully examined this RFP, attached documents Work to be performed under the Contract if awarded. The Proponent also understands and accepts the said RFP and proposal documents, and for the prices set forth in the Proposal, hereby offers to furnish all labour, machinery, tools, apparatus, materials and other means of implementation to complete the terms, conditions and requirements in strict accordance with the RFP.
- b. All Proponents will be responsible for reviewing all conditions with respect access, property use, zoning, environmental conditions, and all other conditions in connection with the Work. There is no representation, expressed

or implied, made as to the accuracy or completeness of any information supplied by the Municipality or any others to any of the Proponents, including whether the information is suitable for the purposes of any Proponent. The Municipality expressly disclaims any and all liability for any errors or omissions of such information or which may be contained in any oral or written communication transmitted or made available to any Proponent. All risk with respect to unknown and undisclosed conditions shall rest with and remain with the Proponents. The contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

C. Proponent Qualifications

This section shall briefly describe the areas of expertise of current permanent staff whether a sole proprietor or individuals on a team and the scope of services that can be provided by the firm without the services of consultants under the Proponents direction. The successful Proponent will demonstrate their qualifications relating to workplace safety. The proponent must provide work samples that present at least two relevant video production work projects. Please present these work samples in a one-page summary of the work including production goal and results, public access to a hyperlink for video and any other data.

D. Subcontractors

Identify any portion of the scope of work that will be subcontracted. Include firm qualifications and key personnel, telephone number and contact person for all subcontractors. The Municipality reserves the right to approve or reject all Consultants or internal staff performing consulting services, proposed by the Proponent during or after review and selection process.

E. Project Work Plan

A description of project understanding, detailed work approach and methodology will be identified. The work plan should list specific tasks and any specific considerations, options or alternatives.

F. Project Schedule

Propose a timeline for completion of the review including start date, milestones and target date of completion.

G. Budget

Provide a detailed fee proposal by task for the services identified in the scope of work section of this proposal. Identify sub-tasks and the respective cost in your fee proposal as necessary. Hourly fees for additional or optional services that may be required shall also be included. Unless specified in the submission, the professional fee schedule shall include any costs associated with complying with the Municipality's insurance requirements.

The budget should also include costs for travel and other direct expenses associated with the project. Consultants are encouraged, but not required, to provide a detail of

value-added services that can be provided at an additional cost, including the fees and rationale for undertaking them. This is to be a separate section.

This fee proposal should break out as many portions as possible to clarify where project expenses will be incurred. Identify the cost of each Section as described in **Section A. Scope of Work** under **INSTRUCTION TO PROPONENTS**.

H. Deadline and Delivery

An electronic (PDF) version of the proposal shall be submitted to:

Jessie Labonte, Economic Development Assistant
jlabonte@wawa.cc
The Municipality of Wawa
40 Broadway Ave, PO Box 500
Wawa, ON
P0S 1K0

The deadline for the submission of a Proposal is: **Wednesday, July 31, 2024 at 4:00 p.m.**

PROPOSAL REVIEW AND EVALUATION CRITERIA

The successful Proponent will possess the requisite technical skills to deal with the complex matters to be addressed in the scope of work and will be required to work directly with Municipal staff, the public, business owners and stakeholders in a professional manner.

To achieve this, the Municipality is interested in a Proponent, which in addition to sound technical qualifications, exhibits such skills as timeliness, diplomacy, tact, strong communication ability (both written and verbal) and an understanding of the municipal culture.

Municipal staff may request additional clarifying information from any or all consultants that submit a Proposal during the review process.

An evaluation by municipal staff will be conducted and each proposal will be scored. Following the scoring process, a recommendation will be made to Council on the selection of the consultant determined to be the most qualified for the project.

A. Basis of Selection

Contract award to Proponent will be on the basis of best overall value, review of the technical and fee proposal, and the potential Proponent interview. The Proponent appointment is subject to approval by the Municipal Council in accordance with the provisions of the Municipality of Wawa's Procurement By-Law.

B. Selection Criteria

A total of 100 points will be allocated to each proposal, as follows:

| <u>Category</u> | <u>Available Points</u> |
|--|--------------------------------|
| <u>Technical:</u> | |
| Qualifications and Experience of Company and Team assigned | 20 |
| Quality of Approach and Methodology | 20 |
| Proposed Work Plan and Schedule | 30 |
| <u>Sub-Total</u> | 70 |
| <u>Financial:</u> | |
| Fees and disbursements (including sub-contractors) | 30 |
| Total | 100 |

Accept or Reject Proposal

The Municipality reserves the right to accept or reject any or all proposals and recommendations and may waive minor errors or omissions in any proposal. The Municipality reserves the right to select a Consultant, who in and upon our approval provides the most advantageous solution and demonstrates their ability to provide the expected outcomes of the proposals that will best serve the interests of the Municipality. The Municipality is not obligated to award the contract based on the lowest price or any other particular factor. The Municipality will not be liable or reimburse any firm for the costs they incur to prepare their proposals. The Municipality also reserves the right to substitute components where the Municipality considers that an alternative may be more suitable and the right to modify any and all requirements stated in the RFP at any time prior to the possible awarding of the contract. The RFP does not commit the Municipality to award a contract or to pay any costs incurred in the preparation of a proposal or attendance at a pre-awarded meeting.

Termination of Contract

Either the Contractor or Municipality may terminate the contract, once awarded, at any time upon giving notice in writing at least thirty days prior to the date of termination without penalty or recourse. In the event of such termination, the Contractor will be paid for services up to and including the date of termination.