

REQUEST FOR QUOTE

REQUEST FOR QUOTE NO. 2019-001

INSTALLATION AND FABRICATION OF TOWNSHIP SIGNAGE

ISSUE DATE: SEPTEMBER 24, 2019

CLOSING LOCATION:

TOWNSHIP OF PUSLINCH 7404 Wellington Rd 34 Puslinch, Ontario N0B 2J0

Attention: Mary Hasan, Director of Finance/Treasurer

CLOSING DATE AND TIME: OCTOBER 10, 2019

<u>Three (3)</u> complete hard copies of each Quote must be received not later than 2:00:00 p.m. (14:00:00 hours), Eastern local time on Thursday, October 10, 2019.

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1. EXECUTIVE SUMMARY

The Township of Puslinch is located in the southern region of Wellington County with a population of approximately 7,500 residents who enjoy the rural environment of the Township combined with the convenient access to many urban centres and amenities. Business and industry is attracted to the Township for its proximity to Highway 401 that provides convenient access to major markets.

The Township has three urban areas including Aberfoyle, Arkell and Morriston and contains a number of small rural clusters interspersed throughout the predominately rural township. Highway 401 bisects the Township from east to west. A developed Industrial Park links the urban areas of Aberfoyle and Morriston.

The Township is seeking the professional services of a qualified sign manufacturing company for the fabrication and installation of signage throughout the Township of Puslinch.

The purpose of the new signage will be to orient viewers – informing them that they are within the boundaries of the Township of Puslinch while highlighting key Township landmarks and attractions. The successful Vendor will develop shop drawings, source necessary materials, fabricate, and install all sign elements in partnership with the Township.

As part of this Request for Quote, the Township has provided a design package illustrating the signage required along with size specifications (Appendix A). These designs were created by a partner firm, Aubs & Mugg Inc. to align with the Township's new brand identity. Their purpose is to provide residents and visitors with a consistent visual experience throughout the Township while highlighting key Township landmarks and attractions. The new Township signage will orient visitors, promote economic growth from tourism, and visually enhance the community's environment.

The Vendor will obtain and supply all necessary permits. Upon awarding the contract, the successful Vendor will be supplied with digital files containing vector graphics and pantone colour specifications. Using these files as a reference, the Vendor will create detailed shop drawings, fabricate and install the signage in specific identified locations around the Township. No illumination will be required for any sign.

2. TERMINOLOGY

The following terms will apply to this Request for Quote and to any subsequent Contract. Submission of a quote in response to this Request for Quote indicates acceptance of all the following terms.

Request for Quote Terminology

Throughout this Request for Quote, terminology is used as follows:

- "Contract" means the written agreement resulting from this Request for Quote executed by the Township and the Consultant.
- "Vendor" means the successful Proponent to this Request for Quote who enters into a written Contract with the Township.
- "Municipality/Township" means the Corporation of the Township of Puslinch.
- "Must", "mandatory" or "required" means a requirement that shall be met in order for a Quote to receive consideration.
- "Proponent" means an individual or a company that submits, or intends to submit, a quote in response to this "Request for Quote".
- "Purchasing Services" means the section of the Corporate Services Department responsible for development of policies and procedures for purchasing goods and services within the municipality.
- "Should" or "desirable" means a requirement having a significant degree of importance to the objectives of the Request for Quote.

3. REQUEST FOR QUOTE PROCESS

3.1 Inquiries

All inquiries related to this Request for Quote are to be submitted, in writing, to the following individual. Information obtained from any other source is not official and should not be relied upon. Inquiries and responses will be recorded and may be distributed to all Proponents at the Township's option.

Township of Puslinch 7404 Wellington Rd 34 Puslinch, ON N0B 2J0 E-mail: mhasan@puslinch.ca Attention: Mary Hasan, Director of Finance/Treasurer

3.2 Closing Date

<u>Three (3)</u> complete hard copies of each quote must be received not later than 2:00:00 p.m. (14:00:00 hours), Eastern local time on Thursday, October 10, 2019 at:

Township of Puslinch 7404 Wellington Rd 34. Puslinch, ON N0B 2J0 Phone: (519) 763-1226 Attention: Mary Hasan, Director of Finance/Treasurer

Quotes must not be sent by facsimile or e-mail. Quotes and their envelopes should be clearly marked with the name and address of the Proponent, the Request for Quote number, and the project or program title.

3.3 Late Quotes

Late quotes are not permitted.

3.4 Eligibility

Proponents are further cautioned that the acceptance of their quote will preclude their participation as a Proponent in subsequent phases where a conflict of interest may arise. This includes, but is not limited to, current or future corporate or other interests, in connection with this project. It is suggested that prospective Proponents study the project implementation strategy carefully to determine whether or not they plan to submit a quote on subsequent phases.

3.5 Evaluation Committee

Evaluation of quotes will be by a committee formed by the Township and will be facilitated by a representative of the Purchasing Section.

3.6 Evaluation and Selection

The Evaluation Committee will check quotes against the mandatory criteria. Quotes not meeting all mandatory criteria will be rejected without further consideration. Quotes that do meet all the mandatory criteria will then be assessed and scored against the desirable criteria. The Township's intent is to enter into a Contract with the Proponent who has the highest overall ranking.

3.7 Interviews

Interviews for shortlisted Proponents, if required, will be scheduled on October 11, 2019. Conducting interviews provides the Township with an opportunity to verify the scores for the shortlisted quotes, as assigned by the Evaluation Committee. The interviewers will ask questions relating to the criteria, as well as the Proponent's quote. Interviews allow the Evaluation Committee to reconsider its prior scoring of the quotes and adjust any, all, or none of the criteria scores.

3.8 Award

The quote with the highest overall point score will be recommended for the award of contract. The final award of the contract may be subject to Council approval.

Award is based on allocated grant funding and quote may be accepted in parts.

3.9 Negotiation Delay

If a written Contract cannot be negotiated within thirty days of notification of the successful Proponent, the Township may, at its sole discretion at any time thereafter,

terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the Request for Quote process and not enter into a Contract with any of the Proponents.

3.10 Debriefing/Dispute Resolution

If a bidder disputes an award decision, the bidder may request a debriefing from the Director or designate.

3.11 Lobbying Prohibited

If any director, officer, employee, agent, relationship or other representative of a respondent team, makes, from and after the issue date of the bid document, any representation or solicitation to any elected representative or employee or agent of the Township, or to the media, with respect to the respondent's submission, the Township will be entitled to reject said submission. This requirement does not extend to any public delegation that may be made to Council in accordance with the respective Township Procedural by-laws.

No successful bidder shall engage in any contact or activities in an attempt to influence any elected representative or employee or agent of the Township with respect to the purchase of additional enhancements, requirements, options, or modules.

At the discretion of the Township, any supplier, who violates the provisions of this paragraph, shall be prohibited from any further opportunity to provide goods or services to the Township for a reasonable amount of time as determined by the Director.

4. PROJECT TERMS OF REFERENCE

4.1 Project Summary

The successful Vendor will create shop drawings, supply all necessary materials, fabricate, finish, assemble, install, and erect all elements, prepare sites as required, and clean-up sites upon completion of installation, based on the design specifications and details outlined by the Township in Appendix A.

Recommended signage types and installation locations are outlined in Appendix A. These designs represent the outcome desired by the Township of Puslinch, however the Township reserves the right to make modifications to these designs as needed.

In co-operation with the Township, the successful Vendor will be required to obtain all necessary permits, utility locates, and ensure adherence to all local bylaws. The Vendor will also work with the Township to provide site/materials security and traffic control to all locations, as required.

4.2 Requirements

Project scope shall include:

- The development of shop/engineering drawings for all signs outlined in Appendix A.
- The procurement of necessary materials, including signs and installation materials as required.
- All necessary fabrication and finishing of signage elements and installation hardware, as per attached designs.
- All labour to erect all signage components, including any necessary site preparation.
- Necessary traffic control during all work, as needed, including personnel, signage, and equipment.
- Maintenance of site safety and materials security for the duration of work at each site.
- Restoration of all work sites to their original state, including removal of construction debris and brush.

In addition, all sign installations must respect MTO regulations. The winning Vendor will be responsible for adherence to local and provincial bylaws.

Warranties

The winning Vendor must provide warranties against defects in material, workmanship, and installation, and will be liable for repair or replacement of complete signs or any parts of signs installed under the contract, for a warranty period specified by the Vendor, commencing from the date of completion.

Signage Specifications

Signage will be constructed according to the dimensions provided by the Proponent, using the graphic and colour specifications included in Appendix A. The Proponent will advise on the specific materials required to produce the signage to ensure that the final product aligns with the proposed design vision.

a) The proponent shall submit fabrication shop drawings for the Township's written approval before fabrication commences. Shop drawings must be accompanied by a stamped, approved drawing from a structural engineer licensed with the Province of Ontario where required by sign type and size. The shop drawing shall reflect the method of fabrication and materials used, mounting techniques and hardware, and internal construction. Shop drawings are to include, but not be limited to: elevations and cross-sections, components, materials, finishes, fonts and graphics specifications, mounting and installation details. The Township of Puslinch will own all design and engineering drawings developed by the Vendor and one copy of all final engineered stamped drawings in hard copy, as well as an electronic copy will be submitted to the Township prior to fabrication.

- b) Material samples shall be presented prior to full-scale fabrication for the Township's approval.
- c) It will be the successful Vendor's responsibility to review all installation sites with the Township prior to installation. This review meeting must occur a minimum of one week prior to the commencement of installation. The successful Vendor must receive written Township approval of all installation sites prior to signage installation.
- d) Proposed fabrication materials and methodologies must stay true to the vision of the designs presented in Appendix A. The acceptance of all signage fabrication and installation methods will be at the discretion of the Township.

4.3 Timeframes

Outlined below are the timeframes associated with this Request for Quote:

Release of Request for Quote	September 24, 2019
Deadline for Questions	October 4, 2019
Deadline for Issuing Addendum	October 7, 2019
Proponent Submission Deadline	October 10, 2019
Interviews for Shortlisted Proponents, if required	October 11, 2019
Estimated Contract Award Date	October 16, 2019
Completion of Fabrication and Installation of Fox	November 16, 2019
Run Park Trail entrance sign	
Completion of Fabrication and Installation	February 25, 2020

The project deadline, including all installation and site clean-up is February 25, 2020 (note: the deadline for the Fox Run Park Trail entrance sign is November 16, 2019). The Proponent will submit two schedules that conform to this completion dates:

- 1) A production/fabrication timetable
- 2) An installation/site prep schedule

These schedules should demonstrate the Proponent's understanding of the project scope, the logical sequence of activities and overall completion commitment to this initiative. Schedules will show the number of weeks of duration, as well as proposed calendar start/end dates.

A final schedule of completion will be negotiated between the successful Vendor and the Township in writing. The negotiated schedule will be considered the Vendor's commitment to completing the project within the stipulated timeline and will be a term of the contract.

Approval of further term(s) will depend on satisfactory performance by the successful bidder with the Township and price increases (if any).

5. EVALUATION CRITERIA

The following criteria form the basis upon which evaluation of Quotes will be made.

5.1 Mandatory Criteria

<u>Three (3)</u> complete hard copies of each Quote must be received not later than 2:00:00 p.m. (14:00:00 hours), Eastern local time on October 10, 2019 at:

Township of Puslinch 7404 Wellington Rd 34. Puslinch, ON N0B 2J0 Phone: (519) 763-1226 Attention: Mary Hasan, Director of Finance/Treasurer

Quotes must not be sent by facsimile or e-mail. Quotes and their envelopes should be clearly marked with the name and address of the Proponent, the Request for Quote number, and the project or program title.

5.2 Desirable Criteria

Quotes meeting the mandatory requirements will be further assessed against the following criteria. The relative weighting for each criteria is also given.

Section	Criteria	Weight
6.1	Experience and Project Team Credentials	30
6.2	Approach, Methodology and Value Add	40
6.3	Work Schedule and Fees	30

Interviews may be held for the shortlisted proponents. If required, interviews will be held on October 11, 2019.

6. **PROPONENTS SUBMISSION SECTIONS**

In order to receive full consideration during evaluation, Quote submissions should respond to the requested information as identified and in the order shown below. Not following the sequence order creates the risk to the Proponent that even if the information is provided; it may be overlooked and consequently not considered in the evaluation of the Proponents response.

6.1 Experience and Project Team Credentials

The Quote should include the following:

- a. A brief overview of the company with highlights of services provided and areas of expertise.
- b. The name and contact information of the person designated as project manager for the Project, and/or who to contact for questions. An outline of the company background including the number of employees and years in business.
- c. Previous experience by the company in undertaking work of a similar nature and scope, completed in the last five years. Details should include the location of the work provided and photos of the signage completed.
- d. Three references related to projects of a similar nature and scope (current contact names, emails and/or telephone numbers).

6.2 Approach, Methodology, Value Add

The Quote should include the following:

- a. Description of the Proponent's methodology, tools and techniques that will enable the work to be carried out effectively and efficiently. Please explain how the Vendor intends to complete each task, and produce the deliverables outlined in section 4.2 and Appendix A.
- b. Any value added, if applicable.
- c. Additional information that will demonstrate the ability of the Vendor to perform the services included in the Project. Include any information that you believe should be considered or included in the Project or Scope of Work.

6.3 Work Schedule and Fees

Proponents must demonstrate their capability and capacity to complete the work within the time and budget parameters outlined in this Request for Quote.

Please outline all tasks and associated timelines for the project, itemized in detail, including the number of meetings anticipated with Township staff.

The detailed fee must include the costs for all materials and services required to complete the work outlined in section 4.2 and Appendix A.

Pricing for fabrication must meet the specifications and details of the designs described in Appendix A. Please provide unit pricing for each sign (ie. Historic Corner Block, Millenium Garden, Puslinch Community Centre Grounds, Fox Run Trail, etc.) and include: shop drawings and design costs including engineer approval, applicable labour, permits as required by the sign, sign fabrication including all materials, base plates and posts, and installation for each sign including hardware, cement, rental equipment, footings and potential removal cost for any pre-existing signage.

If mileage, printing, telephone, fax or courier costs are charged, they must also be included.

Note: Due to the construction taking place on Brock Road, certain signs will not be installed until the construction is complete. These signs will be fabricated and stored with the Township until the Brock Road construction is complete and installation is possible.

Note: Award is based on allocated grant funding and quote may be accepted in parts.

7. STANDARD TERMS AND CONDITIONS

7.1 Binding Document

The Quote must be signed by the person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in response to this Request for Quote.

7.2 Alternative Solutions

If alternative solutions are offered, please submit the information in the same format, as a separate Quote.

7.3 Irrevocability of Quotes

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its Quote prior to the closing date and time. Upon closing time, all Quotes become irrevocable. By submission of a Quote, the Proponent agrees that should its Quote be deemed successful the Proponent will enter into a Contract with the Township.

7.4 Changes to Quote Wording

The Proponent will not change the wording of its Quote after closing and no words or comments will be added to the Quote unless requested by the Township for purposes of clarification.

7.5 Working Language of the Township

The working language of the municipality is English and all responses to this Request for Quote must be in English.

7.6 Proponents' Expenses

Proponents are solely responsible for their own expenses in preparing a Quote and for subsequent negotiations with the Township, if any. If the Township elects to reject all Quotes, the Township will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Quote, loss of anticipated profit in connection with any final Contract, or any other matter.

Award is based on allocated grant funding and quote may be accepted in parts.

7.7 Limitation of Damages

Further to the preceding paragraph, the Proponent, by submitting a Quote, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Quote and the Proponent, by submitting a Quote, waives any claim for loss of profits if no agreement is made with the Proponent.

7.8 Firm Pricing

Quote pricing must be firm for at least 90 days after the closing date. Prices will be firm for the entire Contract period.

7.9 Currency and Taxes

Prices quoted are to be:

- in Canadian dollars
- inclusive of duty, where applicable
- FOB destination, delivery charges included where applicable
- Harmonized Sales Tax to be indicated as a separate line item

7.10 Completeness of Quote

By submission of a Quote the Proponent warrants that, if this Request for Quote is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the Quote or will be provided by the Consultant at no charge.

7.11 Sub-Contracting

Using a sub-consultant (who must be clearly identified in the Quote) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful interconnection of the two product or service lines and this must be defined in the Quote.

Sub-contracting to any firm or individual who's current or past corporate or other interests may, in the Township's opinion, give rise to a conflict of interest in connection with this project will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Quote.

7.12 Acceptance of Quotes

- a) This Request for Quote should not be construed as an agreement to purchase goods or services. The Township is not bound to accept the lowest priced or any Quote of those submitted. Quotes will be assessed in light of the evaluation criteria. The Township will be under no obligation to receive further information, whether written or oral, from any Proponent.
- b) Neither acceptance of a Quote nor execution of a Contract will constitute approval of any activity or development contemplated in any Quote that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

7.13 Definition of Contract

Notice in writing to a Proponent of the acceptance of its Quote by the Township and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

7.14 Liability for Errors

While the Township has used considerable efforts to ensure an accurate representation of information in this Request for Quote, the information contained in this Request for Quote is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Township, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Quote is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Quote.

7.15 Agreement with Terms

By submitting a Quote, the Proponent agrees to all the terms and conditions of this Request for Quote.

7.16 Modification of Terms

The Township reserves the right to modify the terms of the Request for Quote at any time at its sole discretion before the closing date.

7.17 Ownership of Quotes and Freedom of Information

All documents, including Quotes, submitted to the Township become the property of the Township. They will be received and held in confidence by the Township, subject to the provisions of the **Freedom of Information and Protection of Privacy Act**.

7.18 Use of Request for Quote

This document or any portion thereof, may not be used for any purpose other than the submission of Quotes.

7.19 Confidentiality of Information

Information pertaining to the Township obtained by the Proponent as a result of participation in this project is confidential and must not be disclosed without written authorization from the Township.

7.20 Reciprocity

The Township may consider and evaluate any Quotes from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar Quote from an Ontario supplier.

7.21 Registration with Workers' Safety and Insurance Board

The Contract may contain a provision that the Contractor and any approved subcontractors must be registered with the Workers' Safety and Insurance Board (WSIB), in which case WSIB coverage must be maintained for the duration of the Contract. Prior to receiving any award, the Contractor will be required to submit a WSIB Clearance Letter indicating that all WSIB assessments have been paid.

7.22 Business Registration

The successful Proponent may be required to register to conduct business in Ontario.

7.23 Laws of Ontario

Any Contract resulting from this Request for Quote will be governed by and will be construed and interpreted in accordance with the laws of the Province of Ontario.

7.24 Arbitration

All disputes arising out of, or in connection with the Contract, must, unless the parties otherwise agree, be referred to and finally resolved by arbitration pursuant to the Commercial Arbitration Act.

7.25 Indemnity

The Consultant will indemnify and save harmless the Township, its employees and agents from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the Township at any time or times (either before or after the expiration or sooner termination of this Contract) where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Consultant or by any servant, employee, officer, director or sub-consultant of the Consultant pursuant to the Contract excepting always liability arising out of the independent acts of the Township.

7.26 Insurance

When requested, the Proponent shall supply to the Township of Puslinch a summary of insurance coverage presently being maintained by the Proponent including but not exclusive to Professional Liability Insurance, Comprehensive General Liability and Automobile Insurance, in the amount of Two (2) Million Dollars. Such summary shall include the name of the Insurance Company, type of insurance and amount of such coverage and include the Township of Puslinch as an additional insured.

If the Township of Puslinch requests that the amount of coverage of the Proponent's Insurance be increased or special insurance be obtained for this Project, then the Proponent shall co-operate with the Township of Puslinch to obtain such increased or special insurance coverage. The cost of this increased insurance will be negotiated.

The furnishing of this insurance shall not limit any of the indemnification, obligations or liabilities expressed elsewhere in the contract documents.

It is understood and agreed, that the coverage provided by either of those insurance policies or specially required will not be cancelled by the Proponent until thirty (30) days after written notice of such cancellation has been delivered by the Proponent.

7.27 Contract Administrator

A Contract Administrator will be assigned by the Township to oversee the Contract awarded to the successful Proponent. The Consultant will name a counterpart Project Manager. The Consultant's Project Manager will be responsible for providing scheduled status reports to the Contract Administrator or a designate.

7.28 Payment Holdback

The Contract may contain a provision whereby the Township will hold back a portion of the total Contract price until the requirements of the Contract have been met.

7.29 Compliance With Laws

The Consultant will give all the notices and obtain all the licenses and permits required to perform the work. The Consultant will comply with all laws applicable to the work or performance of the Contract.

7.30 Buyer Indemnification

The proponent shall hold the Township's officers, agents, and employees free and harmless from and against any and all liability, including, but not limited to, cost of claims, suits, and counsel fees arising from, growing out of, or incidental to the actual or alleged use of any copyrighted composition, secret or proprietary process, patented or unpatented invention article or appliance, including foreign letters patents, furnished as a result of this Quote.

7.31 Software

It is the Consultant's responsibility to ensure that the Township has all licenses required to use any software that may be supplied by the Consultant prior to award of the Contract.

7.32 Intellectual Property Rights

The Township will be the owner of the intellectual property rights, including patent, copyright, trademark, industrial design and trade secrets in any product developed through a Contract. Licensing and marketing rights to the developed product will not be granted in the Contract. Quotes regarding these rights should not be submitted in response to this Request for Quote and will not be considered in evaluating responses. If, in the future, the Township elects to commercialize the developed product, the licensing and marketing rights will be negotiated separately.

7.33 Accessibility for Ontarians with Disabilities Act

The Township is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time. Regulations enacted under the Act apply to every designated public sector organization and other third parties that provide goods and services to the members of the public.

The consultant/contractor and all sub-contractors hired by the consultant/contractor in the completion of its work, will meet or exceed compliance with all applicable regulations under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

It is the consultant/contractor's responsibility to ensure they are fully aware of and meet all requirements under the Act.

7.34 Proponent Not to Communicate with Media

A Proponent may not at any time directly or indirectly communicate with the media in relation to the Request for Quote or any Contract awarded without first obtaining the written permission of the Township contact to do so.