



Renfrew
Bridging Charm and Convenience

TOWN OF RENFREW
127 Raglan Street South
Renfrew, Ontario
K7V 1P8

Request for Proposals for Fencing at O'Brien Park and Forgie Park

RFP 2024-24-LCRS

SECTION I – PROPOSAL INFORMATION

Background

The Corporation of the Town of Renfrew, hereinafter referred to as the “Town”, is seeking proposals and solutions from qualified contractors for fencing at O'Brien Park and Forgie Park, including the supply, delivery, and installation of materials.

The Town of Renfrew, situated along the Bonnechere River in the heart of the Ottawa Valley, both embraces its rich history, and is committed to progress. Less than an hour from the amenities of the Nation's Capital, the Town offers exceptional educational opportunities, affordable residential prices and a low crime rate coupled with a strong agriculture tradition and presence to satisfy every interest and provide personal growth opportunities for all.

Registration and Communications

1. Registration as a Bidder

It is mandatory that you register as a bidder with the Corporation of the Town of Renfrew. **Failure to register will result in non-acceptance of your submission.**

Please remit Name of Company, Name of Contact Person and Contact Information to:

Ashley Robertson, Purchasing Assistant, Town of Renfrew
Email: arobertson@renfrew.ca

All communications must reference **RFP 2024-24-LCRS** in the subject line.

2. Proposal Documents, Drawings, Addenda & Appendix

The bidder shall verify that these proposal documents are complete and assume responsibility to view/download/print the Proposal Requirements, addenda and any related information not included with this document. The bidder is required to go to the Town's website where under the description of this proposal you will find links to the Proposal Requirements, addenda and any related information not included with this document.



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The Town will issue any changes/additions/deletions to the proposal or terms and conditions. Any and all addenda issued by the Town shall form an integral part of the document. The cost of complying with the addenda requirement (if any) shall be included in the price submitted by bidders. The Town will assume no responsibility for oral instruction or suggestion.

Any and all addenda issues prior to the closing date will be posted on the Town's website and www.biddingo.com for downloading by bidders. It is the bidder's sole responsibility to download and review all Addenda, and acknowledge that Addenda were downloaded, and that the pricing quoted includes the provision set out in such Addenda.

Each Bidder must satisfy themselves, by their own study of the proposal documents and related information, as to the practicality of completing the work successfully as described. There will be no consideration of any claim after submission of proposals that there is a misunderstanding with respect to the conditions imposed in the Agreement.

3. Communications

Questions related to this proposal, specifications or the intent of the proposed work and requirements are to be directed to the individual listed by **2:30 pm September 19th, 2024**.

All communications must reference **RFP 2024-24-LCRS** in the subject line.

Ashley Robertson, Purchasing Assistant, Town of Renfrew
Email: arobertson@renfrew.ca

Where a Bidder finds discrepancies or omissions in the proposal requirements, or other proposal documents or instructions, or otherwise requires any clarification, the Bidder should contact the Town in writing by email as noted above. Note that no oral explanation or interpretation shall modify any of the requirements or provisions of the proposal documents.

Where the Town deems that an explanation or interpretation is necessary or desirable, an addendum may be issued. It is the bidder's sole responsibility to check for addenda issues and download same. Acknowledgement of Addenda on the Form of Proposal is a mandatory requirement. Failure to acknowledge addenda will result in your proposal being deemed non-compliant and not eligible for award.

4. Retrieval of Official Documentation

Only documents provided to Bidders by the Town or found on Biddingo are to be



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considered the **official** documents. The Town accepts no responsibility for the accuracy of information found on other websites. The onus is on the bidder to check the Town's website and Biddingo's website to verify they have received all relevant information. The Town reserves the right to not accept a bid submission if determined that the documents have been altered from the Town's own official documents.

5. Delivery and Official Closing Time of Proposals

All submittals shall be in sealed envelopes with covering pages supplied by the Town with 1 original, 1 additional copy, and delivered to:

Renfrew Town Hall
127 Raglan Street South
Renfrew, ON K7V 1P8

Proposals must be received no later than **2:30 pm on September 26th, 2024**. The time clock in the main counter service area at the Renfrew Town Hall Office is the official time for the deadline for submission. The Town is not responsible for submissions which arrive late or are not properly marked.

Proposals shall be officially opened after closing time by the opening committee. No prices are to be read out, however, only once the award is made and approved by Council, the report recommending such award shall be a matter of public record, unless otherwise determined by Council.

A proponent may request that their proposal be withdrawn. Withdrawal shall only be allowed if the Proponent makes the request in writing through a letter signed by a company office and is delivered in hard copy or electronically to the Purchasing Assistant before the proposal closing time.

Fax and email proposal submissions shall not be accepted.

6. Examination of Premises

Bidders must attend a mandatory site visit. Please contact the Town of Renfrew contact identified above to register. The site visit is scheduled for **Tuesday, September 17th, 2024, from 10:00 am to 11:30 am** Please meet at O'Brien Park located at 115 Arthur Ave Renfrew, ON (McDougall Mill Museum & Swinging Bridge).

Questions arising from site visit shall be provided in written form as per item 'Amendments to Bid Documents'.



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7. Form of Proposal & Detailed Work Plan

The Form of Proposal & Detailed Work Plan submission shall contain the following information.

- Proposed approach to the project, consistent with the background information provided in **Section II – Proposal Specifications**.
- A Detailed Work Plan fully describing the main tasks to be undertaken and all subtasks required to execute all aspects of work consistent with the Information Package attached and other subsequent written direction provided by the Town.
- A detailed project schedule outlining the time requirements and date of completion of the project's main tasks, subtasks and activities as defined by the detailed work plan in order to complete works by the specified completion date including:
 - start and finish dates of main tasks
 - materials/fencing type being proposed
 - the Bidder's quality assurance plan

The Detailed Work Plan **shall not exceed 10 pages** (excluding the Form of Proposal) in length. Tables and diagrams may be appended to the Detailed Work Plan. Company brochures and similar projects may also be appended.

Upset Cost Estimate

The Upset Cost Estimate shall be broken down according to the tasks of the work plan, and shall include all fees and disbursements required for completing the work plan assignments. Prices shall not include contingencies or HST as applicable.

Disbursements, such as telephone, facsimile, printing, courier, travel, meals, etc. are considered to be included in the Upset Cost Estimate. Computer and office charges are considered part of the overhead and shall not be invoiced as disbursements other than in exceptional circumstances.

8.1 Financial Proposal

Financial Proposals are to be submitted as part of the proposal. The bidder is to provide a total upset limit price, inclusive of all labour and material fees, disbursements, and taxes, to complete the assignment in accordance with the requirements detailed herein and in the Bidder's proposal. The project costs are to be related to the Level of Effort.



In order to allocate the score for the Financial Proposal, a “Benchmark Price” will be determined by taking the average “Total Upset Limit Price” from all of the financial proposals that are opened. Marks will be awarded based on the following table:

Deviation (+/-) of Benchmark Price	Available Mark (15)
0% - 5%	15
11% - 20%	12
21% - 30%	9
31% - 40%	6
41% - 50%	3
> 51%	0

8.2 Proposal Evaluation

The contents of the proposal should address the evaluation criteria outlined below and will be scored in relation to the points that are stipulated.

Only the proposals deemed acceptable by the Project Authority will be considered for advancement. The decision will be based on evaluation criteria items outlined below.

Detailed Work Plan Evaluation	Point Allocation
Proposed Work Plan and Methodology	30
Proposed Material (Type, Quantity, Warranty) /Material Suitability	30
Related Experience and References	15
Schedule / Availability	10
Cost Effectiveness	15
Total	100

9. Proponent Selection Timeline

The expected timeline for Proponent Selection is as follows:

Request for Proposal Issued:	September 6, 2024
Mandatory Site Visit	September 17, 2024
Question Deadline:	September 19, 2024
Town Published Addendum (if applicable):	September 23, 2024
Closing date for Proposal Submissions:	September 26, 2024
Anticipated Award (on or about):	October 3, 2024



10. Evaluation Team

The Town's Evaluation Team will consist of representatives of the Town, including the Director of Library, Community & Recreation Services, Museum/Archives Specialist and Manager - Public Works.

11. Bidders to Investigate

Firms submitting a proposal shall understand and acknowledge that while this Request for Proposal outlines the scope of work and specific requirements, the Bidder shall satisfy themselves by such a means as they prefer, as to the extent of work required to complete the assignment.

12. Fee Holdback

A payment schedule will be negotiated.

13. Agreement

Prior to commencing work on the project, a Purchase Order will be issued, and the Town's Request for Proposal Information Package and the Bidder's submitted Proposal will form the basis of an Agreement.

14. Town's Purchasing Policies

The Town's Purchasing Policies and Procedures By-Law forms an integral part of this proposal document. The Policy and Procedures apply to this proposal process.

15. Insurance

- a. The Bidder shall ensure that all insurance coverage including all provisions relating to insurance coverage set out in this section are in place prior to the commencement of services pursuant to this Agreement.
- b. During the Term of this Agreement, and any renewal or extension thereof, the Bidder will, at its expense (including the cost of deductibles) maintain in effect, with an insurer licensed in Ontario:
 - i. a contract of general liability insurance for its operations, with limits of not less than Five Million (\$5,000,000) Dollars, exclusive of interest or costs per occurrence, including coverages for defense and claimants' costs, and coverages for:



- personal injury including death;
- property damage or loss (direct or indirect and including loss of use thereof);
- broad form property damage;
- contractual liability;
- non-owned automobile liability;
- products – completed operations;
- contingent employers liability;
- cross liability;
- severability of interest; and
- blanket contractual liability.

The policy of insurance shall name the Town of Renfrew and the Province of Ontario as an additional insured with respect to its interest in the operations of the Bidder; shall provide that the policy shall be non-contributing with, and apply only as primary and not as excess to any other insurance available to the Town; and shall also provide that neither the Bidder nor the insurer shall cancel, materially change or allow the policy to lapse without first giving the Town thirty days prior written notice.

- ii. a policy of motor vehicle liability insurance of standard wording, covering motor vehicles owned, leased or operated by or on behalf of the Bidder, in connection with the Services provided or to be provided under this Agreement, with coverage of not less than Five Million (\$5,000,000) Dollars exclusive of interest or costs per occurrence and equipment leased, borrowed, rented or operated with coverage of not less than Five Million (\$5,000,000) exclusive of interest or costs per occurrence; and
- c. Every policy of insurance shall contain either no deductible amount or a deductible amount which is reasonable considering the financial circumstances of the Bidder. The Bidder shall be responsible to pay all deductible amounts.
- d. No policy shall contain any provision which would contravene the obligations of the Bidder hereunder or otherwise be to the detriment of the Town.
- e. The Bidder shall provide or cause to be provided to the Town, within seven (7) days of award of Contract, a certificate from its insurer which shows that the policy or policies placed and maintained by it complies with the



requirements of this agreement. No review or approval of any such insurance certificate by the Town's rights or the Bidder's obligation contained in this Agreement.

- f. If at any time the Town is of the opinion that the insurance taken out by the Bidder is inadequate in any respect, it shall forthwith advise the Bidder of the reasons therefore and the Bidder shall forthwith take out additional insurance, if available, satisfactory to the Town.
- g. The taking out of insurance shall not relieve the Bidder of any of its obligations under this agreement or limit its liability hereunder.
- h. All policies of insurance shall be:
 - i. written with an insurer licensed to do business in Ontario;
 - ii. in form and content acceptable to the Town acting reasonably;
 - iii. be non-contributing with, and will apply only as primary and not excess to any other insurance available to the Town; and
 - iv. contain an undertaking by the insurers to notify the Town in writing not less than thirty (30) days before any material change, cancellation, lapse or termination of the policies.
- i. Failure to provide the aforementioned insurance will result in the withholding of payments or at the sole option of the Town, forfeiture of the Contract.

16. Health & Safety and WSIB

The successful Proponent is required to conform with the *Occupational Health and Safety Act* related to the performance of the contract. In addition, the successful Proponent will be required to supply to the Town a valid verifying Independent Operator's Status. A new clearance certificate is required every sixty (60) days.

17. Irrevocable

Proposals are irrevocable for 90 calendar days from date of Proposal closing. All proposals shall be and remain irrevocable unless withdrawn prior to the designated closing time.

18. Legible

All proposals must be legible and written in ink or typewritten. Corporate seals are requested but are not mandatory.



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19. Right to Reject or Not Open

The Town reserves the right to reject any or all proposals, and the lowest or highest as the case may be will not necessarily be accepted. The right is reserved to accept the whole or any part of the proposal.

Should the Town receive only one (1) qualified and duly executed bid submission on commodities/services that have known multiple source potential, the right is reserved to recall the competition.

The Town reserves the right **not** to open a bid call should the Town deem, in its opinion, to have received an inadequate number of bid responses to the bid call and further the right is reserved to cancel and recall the competition. Unopened bids will be returned to all vendors who responded.

The Town reserves the right not to accept a proposal from any person or corporation which includes all related corporations who, or which, has a claim or instituted a legal proceeding against the Town or against whom the Town has a claim or instituted a legal proceeding with respect to any previous contracts, bid submissions or business transactions who is listed as either the proposed general contractor or sub-contractor or vendor within the submitted proposal.

20. No Claim for Compensation

Except as expressly and specifically permitted in these Instructions to Proponents, no Bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.

The Town assumes no responsibility or liability for costs incurred by the Bidder's prior to the entering into of a written contract.

21. Subject to Budget Provision

Should qualified bid submissions exceed the Town budget provision for this project the Town reserves the right to reject or recall the proposal.

22. Adjustments Prior to Closing

Adjustments to submitted proposals by telephone, fax, or email shall not be considered. A bidder wishing to make adjustments to a submitted proposal must supersede it with a later proposal and received on or before the closing time.



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23. Proposal Advertising

Proposal advertising is made available through the following: the Town's website www.renfrew.ca and www.biddingo.com.

24. Intellectual and Proprietary Rights

Upon award, all trade secrets, copyright patents and other intellectual and proprietary rights are and remain the property of the Town. Also, all artwork and print production devices will become the property of the Town.

25. Additional Content

Sketches or rendering illustrating the content of the design shall be supplied as part of the proposal.

26. Conflict of Interest

The Town reserves the right to disqualify a Proposal where the Town believes a conflict of interest or potential conflict of interest exists in regard to the Bidder and the intended project.

The successful Bidder shall work solely and exclusively in the interests of the Town at all times to ensure that the project is successfully completed. The Bidder must identify current claims, potential claims, or disputes against the Town, if any, that the firm is involved with. The Bidder must identify current developer and development interest that the firm has in the service area, if any. This information and any conditions attached to the Proposal will be considered in the Town evaluation.

Any member of the Council shall claim pecuniary interest if he/she is, will be, or has become interested, directly or indirectly as a contracting party, partner, stockholder, surety or otherwise howsoever in or in the performance of the said contract, or in the supplies, work or business in connection with the said contract or in any portion of the profits thereof, or any supplies to be used herein, or in any of the monies to be derived there from.

No person, firm or corporation other than the bidder has any interest in this Proposal or in the proposed contract for which this Proposal is made and to which it relates.

This Proposal is made by the bidder without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a Proposal for the same work and is in all respects fair and without collusion or fraud.



No officer or employee of the Town is, will be, or has become interested, directly or indirectly as a contracting party, partner, stockholder, surety or otherwise howsoever in or in the performance of the said contract, or in the supplies, work or business in connection with the said contract or in any portion of the profits thereof, or any supplies to be used herein, or in any of the monies to be derived there from.

27. Failure or Unsatisfactory Performance

The Town reserves the right to remove from eligibility to submit bids for an indeterminate period, the name of any Bidder for failure to accept a contract with the Town, or the name of any Bidder for unsatisfactory performance of a contract with the Town.

28. Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)

Please note that the Municipal Freedom of Information and Protection of Privacy Act, as it relates to municipalities and local boards, came into force on January 1, 1991. It sets out certain rules regarding the disclosure to third parties of information held by municipalities and local boards.

29. Public Opening

The Request for Proposals will be opened by the Evaluation Team at a public opening to be held at The Renfrew Town Hall, on **September 26th, 2024, at 2:30 pm**, following the closing of the Proposal call.

Please note that the opening will acknowledge receipt of submitted proposals only. Prices and detailed information will not be released.

The Town of Renfrew will endeavor to administer the proposal process in accordance with the terms and dates outlined; however, it reserves the right to modify the activities, timeline, or any other aspect of the process at any time, as deemed necessary.

30. Town Not Employer

The Proponent agrees that the Town is not to be understood as the employer to any successful Proponent nor to such Proponent's personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of this Proposal document. It is understood that the successful proponent will act as an independent contractor. Also, in accordance with the Occupational Health and Safety Act, the successful Proponent herewith agrees to be the "constructor" as defined under this act.



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31. Accessibility of Ontarians with Disabilities Act (AODA)

The Accessibility of Ontarians with Disabilities Act, 2005 (AODA), is a law passed by the Ontario legislature that allows the government to develop specific standards of accessibility and to enforce them. The standards are made into laws called regulations, and they provide the details to help meet the goal of the AODA, which is a fully accessible Ontario by 2025. The AODA is the foundation on which the subsequent accessibility standards are built. These standards include the Accessible Customer Service Standard, *Ontario Regulation 429/07*; the Integrated Accessibility Standards (encompassing Information and Communications, Employment and Transportation), Ontario Regulation 191/11; and finally, the Built Environment Standard, which is not yet law.

In 2007, the Ontario Government adopted the AODA Standard, *Ontario Regulation 429/07*, respecting Accessibility Standards for Customer Service. All public sector organizations in Ontario, including the Town of Renfrew, must comply with this regulation by January 1, 2010. The Accessibility Standard for Customer Service also applies to third parties that provide goods and services to members of the public on behalf of a public sector organization.

It is the successful Bidder's responsibility to ensure that it is fully aware of and meets all requirements under the AODA and associated regulations.

Further information on compliance can be found at the Ministry of Communication and Social Services website:

<http://www.mcscs.gov.on.ca/mcss/english/pillars/accessibilityOntario/accesson/compliance>



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SECTION II – PROPOSAL SPECIFICATIONS

Scope of Work

There is approximately 575 linear feet of snow fencing in O'Brien Park secured to T-posts with zip ties to prevent access to the river and the steep areas approaching the river. The orange fencing does not blend in well with the surroundings and has bent down or been pulled down by those wanting more access to the water's edge. Since the snow fencing is not doing what it was intended to do and does not blend well with the river shoreline or the McDougall Mill Museum, a different fencing solution is required. There is also access down to the water from Forgie Park causing unsafe access. This area also requires fencing. There are service lines in the area (Water/Sewer/Natural Gas/Bell etc.). Any digging should be done only after a locate is completed. The locate request will be the responsibility of the successful bidder to schedule and ensure that it is completed prior to digging.

The Town is looking for innovative proposals and solutions for metal fencing, including supply, delivery, and installation of materials.

This project will include, but not be limited to, the following major tasks:

Task 1: O'Brien Park

Task 2: Forgie Park

Task 3: Supply and Installation of Materials

Terms of Reference

The major tasks to be addressed by the Bidder retained to complete this project are outlined below. This list should be augmented as required, and as believed necessary, based on the Contractor's experience and knowledge.

Task 1: O'Brien Park

Propose design, supply and install fencing and a minimum of one single gate with hardware at the O'Brien Park, 115 Arthur Avenue, Renfrew, ON shown as #1 and #2 in Appendix A to replace snow fencing shown in Appendix B.

Type of Fencing: Metal fencing, preferably similar, or complimentary to the photos shown in Appendix C.

Height of Fence: 5 feet, this may consist of a 4 ft fence and a decorative finial top similar to photo. Open to a combination of chain linking fencing in less visible areas and metal in other areas.

Total Linear Feet: 575 approximately

Section #1 in Appendix A - Swinging Bridge to the McDougall Mill Museum

- Approximately 415 linear feet.



Section #2 in Appendix A - McDougall Mill Museum to the west corner of O'Brien Park - Approximately 160 linear feet.

Number of Single (person) Gates: Minimum of 1, with hardware to facilitate a padlock

What type of ground: Hard ground, uneven terrain, lots of vegetation in some areas.

Important Notes:

1. Sanitary (green) infrastructure in area.
2. Fencing will need to be somewhat moveable as sanitary work is scheduled in the area in the medium term and a waterfront masterplan in development that may make recommendations for a boardwalk in the area.

Task 2: Forgie Park

Propose design, supply and install fencing Forgie Park, located at the north end of Ready Avenue where Stewart and Bridge Streets meet, shown as #3 in Appendix A to replace snow fencing shown in Appendix B.

Type of Fencing: Metal fencing, preferably consistent with O'Brien Park.

Height of Fence: 5 feet, this may consist of a 4 ft fence and a decorative finial.

Total Linear Feet: Approximately 25

Number of Single (person) Gates: Minimum of 1, with hardware to facilitate a padlock

What type of ground: Hard ground, uneven terrain, lots of vegetation in some areas

Task 3: Supply and Install Materials

Supply required materials and install appropriately.

Schedule

Provide a schedule breakdown for the works noted above, including site preparation, and installation.

Pricing

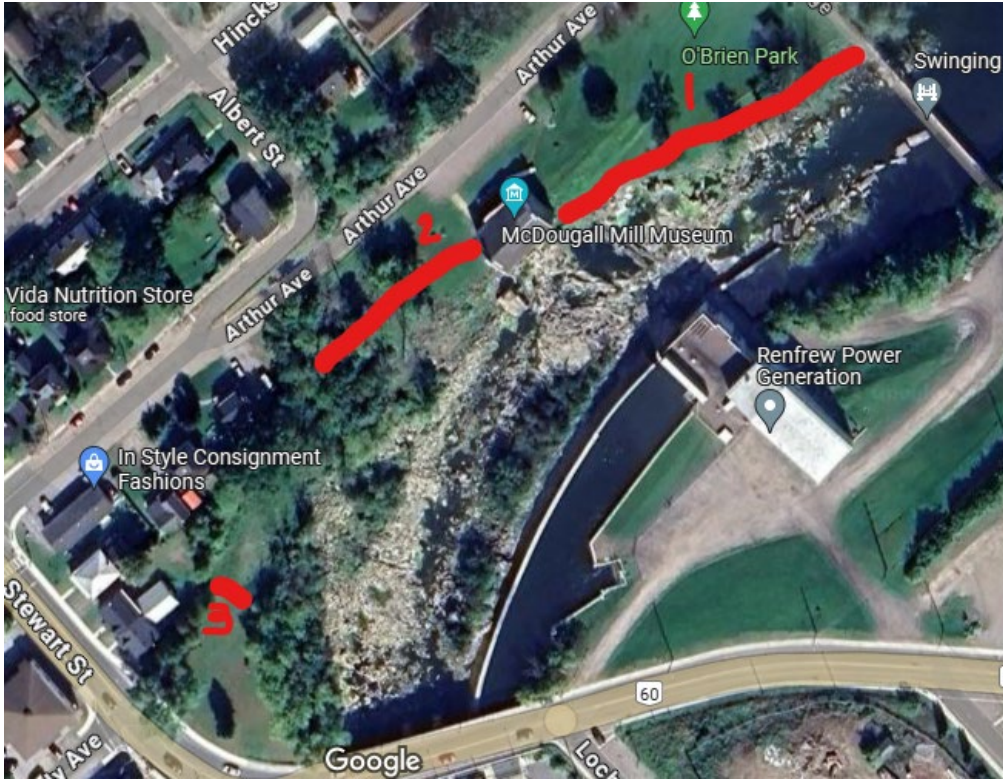
Outline costs for all parts, including a cost breakdown of **tasks**, different materials, installation and including any savings to complete all aspects of the work.

Related Experience and References

Provide related experience and 3 references for similar projects completed in municipal/institutional/agency settings within the past 5 years.



Appendix A



Appendix B

O'Brien Park: Photos of current snow fencing





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Forge Park: Photos of current snow fencing



Appendix C

Fencing installed by Renfrew Power Generation (RPG) on the opposite bank





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SECTION III - FORM OF PROPOSAL

Bidder's Information

1.	Company Name	
2.	Bidder's Contact Individual	
3.	Address (incl. Postal Code)	
4.	Office Phone #	
5.	Cellular #	
6.	Fax #	
7.	Email address	
8.	HST Account #	

I/We hereby submit the attached documents to satisfy the requirements as issued by the Corporation of the Town of Renfrew.

I/We agree that we have reviewed and understand the Proposal documents and I/We are capable and qualified to perform the requirements of the contract and enter into a legal agreement with the Municipality in regard thereto and where the Proposal is submitted by a Corporation, it shall be signed by a duly authorized officer of the company. Should the Proposal be submitted by a Partnership or Proprietor, it shall be signed by the partners or owner.

I/We agree that this offer shall be irrevocable from the time the Proposals are opened for a period of 90 calendar days.

I/We agree that this offer acknowledges all addenda and that the pricing quoted includes the provision set out in such addenda.

Addendum #	Date Received
# _____	_____
# _____	_____
# _____	_____

Check here if No Addenda considered.



Total Upset Cost Estimate

In addition to the Total Upset Cost Estimate, the Bidder is required to provide a detailed price breakdown by major tasks within the Proposal as detailed in Section II – Proposal Specifications under Pricing. The breakdown should outline costs for all parts, including a cost breakdown of different materials, installation and including any savings to complete all aspects of the work for which the Bidder will seek payment.

The Bidder offers to provide the services detailed within the Proposal package and identified tasks, as further detailed in the Bidder’s proposal, to the acceptance of the Town for the following Upset Cost Limit.

Total Upset Cost Estimate: \$ _____
 (Does not include HST)

Basis of Payment

The contract price is in Canadian funds, and the price includes any specified cash and contingency allowances and all the applicable taxes in force at this date except as may be otherwise provided in the Tender Documents.

Method of Payment:

Payments shall be made upon scope completion, receipt of an itemized invoice sent in by the Successful Bidder to the Treasury Department and acceptance by the Project Manager. The invoice should include a breakdown of separate line items with descriptions, the subtotal, HST and total amount due. Additional back-up documentation shall also be provided where sub-contracted works form part of the overall work.

Bid Submission

The undersigned affirms that they are duly authorized to execute this bid and that all costs associated with this proposal have been submitted in the fee envelope.

BIDDER'S SIGNATURE AND SEAL: _____

NAME AND POSITION: _____

WITNESS SIGNATURE: _____

NAME AND POSITION: _____

DATED AT: _____

THIS _____ DAY OF _____ 202_____

RFP 2024-24-LCRS - Fencing at O'Brien Park and Forgie Park

From: _____

Contact: _____

Telephone: _____

Deliver to:

**The Town of Renfrew
127 Raglan Street South
Renfrew, ON K7V 1P8
Attention: Ashley Robertson, Purchasing Assistant**

TENDER NUMBER:

CLOSING DATE AND TIME:

DESCRIPTION: