



Request for Information

for

The Development of an Ice Resurfacers Advertising Program

Request for Information No.: **BWG22-218-I**

Issued: **November 10, 2022**

Submission Deadline: **December 13, 2022 at 4:00PM local time**

1. Introduction

This Request for Information (“RFI”) is issued by the Town of Bradford West Gwillimbury (the “Town”) for the purposes of gathering information about the marketplace in order to assist in the determination of future program options or requirements pertaining to the development of a Zamboni advertising program. Respondents are asked to respond to the Town and provide the information requested below.

2. RFI Timetable

a. Key Dates

Issue Date of RFI	November 10, 2022
Deadline for Questions	December 7, 2022 at 11:59 PM local time
Deadline for Addenda	December 9, 2022
Submission Deadline	December 13, 2022 at 4:00PM

The RFI timetable is tentative. It may be changed by the Town at any time, and the Town may choose to waive or extend the Deadline for Questions, Deadline for Addenda, and/or the Submission Deadline.

b. Site Visit (if applicable)

Not Applicable.

3. Background

The Town is interested in expanding its advertising opportunities to include its ice resurfacing fleet. The Town is seeking input from those interested in this type of advertising medium to provide information for the Town to consider in developing the program.

The Town operates two arenas where ice-resurfacing equipment is required. The Bradford Leisure Centre (two ice resurfacers), and Bob Fallis Sports Centre (one ice resurfacer). All ice resurfacers would be subject to potential advertising opportunities.

Attached to the RFI are specifications for the Town’s ice resurfacing units. Currently the Town operates Zamboni equipment. It will be the Town’s sole discretion to approve advertising on any portion of each Zamboni. The Town will be responsible for keeping the ice resurfacing units in a good state of repair and will take reasonable steps to keep the advertising clean and visible.

4. Information Requested

Respondents will be required to provide responses to the following questions:

1. Would you be interested in advertising on the Town’s ice resurfacing equipment?
2. If an advertising program is established, what term of advertising would you be interested in (explain which term works best for you and why)?
 - a. Annual?

- b. Two years?
 - c. Three years?
 - d. Five years?
 - e. Other frequency?
3. What price point would you be comfortable paying for each length of advertising term (or your preferred term)?
 4. The Town is considering requiring the advertiser to be responsible for the cost to produce the ad. Knowing the size of the current ice resurfacing fleet, what amount would you be willing to spend to advertise on a unit?
 5. The Town will coordinate installation of any advertising, but the advertiser will be responsible to cover the cost. What amount would you be willing to spend on installation?
 6. Is it important to you to have a colour logo or is monochrome acceptable?
 7. Would you prefer to see options for advertising? For example, number of units, ad on all or partial panels?
 8. Would you be interested in exclusive rights for advertising? If yes, would you be willing to pay a higher advertising fee to obtain exclusive rights?

5. Submission Instructions

Respondents will be required to submit their information and signed Respondent Submission Form by December 13, 2022 to the following address and to the attention of the following RFI Contact:

purchasing@townofbwg.com

Respondents should direct any questions on this RFI process to the same RFI Contact.

Submissions should include a completed and signed Respondent Submission Form (Appendix A) that acknowledges, among other things, that this RFI and any respondent submissions will not create a legal relationship or obligation regarding the procurement of any good or service.

APPENDIX A – RESPONDENT SUBMISSION FORM

1. Respondent Information

Please fill out the following form, naming one person to be the respondent's contact for the RFI process and for any clarifications or communication that might be necessary.	
Full Legal Name of Respondent:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Email:	

2. Terms of Reference

In responding to this RFI, the respondent acknowledges its acceptance of the following RFI Terms of Reference:

a. Request for Information Not a Formal Competitive Bidding Process

This RFI is issued for information-gathering purposes and is not intended to be a formal legally binding "Contract A" bidding process. Without limiting the generality of the foregoing, this RFI will not necessarily result in any subsequent negotiations, direct contract award, invitational tendering process, or open tendering process, and does not constitute a commitment by the Town to procure any goods or services.

b. RFI Not to Limit the Town's Pre-Existing Rights

This RFI will not limit any of the Town's pre-existing rights. Without limiting the generality of the foregoing, the Town expressly reserves the right, at its discretion, to:

- (i) seek subsequent information or initiate discussions with any potential supplier, including potentials suppliers that did not respond to this RFI;
- (ii) initiate direct negotiations for the procurement of any good or service with any potential supplier or suppliers, regardless of whether the potential supplier or suppliers responded to this RFI;

- (iii) contact a limited number of potential suppliers, which may include only those that responded to this RFI or may include potential suppliers that did not respond to this RFI, for the purpose of a competitive process for the procurement of any good or service;
- (iv) elect to proceed by way of open tender call where all potential respondents, including those that did not respond to this RFI, are eligible to compete for the award of a contract for the supply of any good or service; and
- (v) elect not to procure the good or service that is the subject of this RFI.

These expressly reserved rights are in addition to any and all other rights of the Town that existed prior to the issuance of this RFI.

c. Pricing Information for General Information Purposes Only

Any pricing information provided by respondents is for general information purposes and is not intended to be binding on respondents. Any legally binding pricing or purchasing commitments will be established only where specified by the express terms of a subsequent tender call process or where established through the execution of a written agreement.

d. Information in RFI Only an Estimate

The Town and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in the RFI or issued by way of addenda. Any quantities shown or data contained in this RFI, or provided by way of addenda, are estimates provided only as general background information.

e. Parties to Bear Their Own Costs

The Town will not be liable for any expenses incurred by a respondent, including the expenses associated with the cost of preparing responses to this RFI. The parties will bear their own costs associated with or incurred through this RFI process, including any costs arising out of, or incurred in, (i) the preparation and issuance of this RFI; (ii) the preparation and making of a submission; or (iii) any other activities related to this RFI process.

f. Accuracy of Responses

The respondent acknowledges that the information provided is, to the best of its knowledge, complete and accurate.

g. Submissions Will Not Be Returned

Except where set out to the contrary in this RFI or expressly requested in the respondent's submission, the submission and any accompanying documentation provided by a respondent will not be returned.

h. Confidential Information of the Town

All information provided by or obtained from the Town in any form in connection with this RFI either before or after the issuance of this RFI (i) is the sole property of the Town and must be treated as confidential; (ii) is not to be used for any purpose other than replying to this RFI; (iii)

must not be disclosed without prior written authorization from the Town; and (iv) must be returned by the respondent to the Town immediately upon the request of the Town.

The respondent may not at any time directly or indirectly communicate with the media in relation to this RFI without first obtaining the written permission of the Town.

i. Disclosure of Information

The respondent consents to the Town's collection of information as contemplated under the RFI for the uses contemplated under the RFI. Respondents should not include information in their response that is proprietary or confidential. Information provided by a respondent may be released in accordance with governing laws. To the extent that a respondent does include confidential or proprietary information, the respondent should identify any information in its submission or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Town. The confidentiality of such information will be maintained by the Town, except where an order by a tribunal or court requires the Town to do otherwise. The respondent consents to the disclosure, on a confidential basis, of this submission by the Town to advisers retained by the Town for the purpose of reviewing this submission.

The respondent acknowledges that the Town may make public the name of any and all respondents.

j. Governing Law

This RFI process will be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

Signature of Respondent Representative

Name of Respondent Representative

Title of Respondent Representative

Date

BWG22-218-I - Development of an Ice Resurfacers Advertising Program

Opening Date: November 10, 2022 12:00 AM

Closing Date: December 13, 2022 4:00 PM

Bid Questions

Proponent's Main Contact

Proponent's Main Contact Cellular #

Proponent's Main Contact Email Address

Documents

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

- Information Requested * (mandatory)

Acknowledgement Form

To the Corporation of the Town of Bradford West Gwillimbury, hereafter called the "Owner ":

I/We the undersigned declare that we acknowledge the following terms and conditions of this RFI.

1. This RFI process is not intended to create a formal, legally binding bidding process and shall not give rise to the legal rights and duties applied to a formal Contract A binding bidding process or any other legal obligations arising out of any tendering process Contract or collateral Contract. Without limiting the generality of the foregoing, this RFI will not necessarily result in any subsequent negotiations, direct Contract award, invitational tendering process or open tendering process, and does not constitute a commitment by the Owner to procure any goods or services;
2. The RFI will not limit any of the Owner's pre-existing rights. Without limiting the generality of the foregoing, the Owner reserve the right, at its discretion, to:
 - a. seek subsequent information or initiate discussions with any potential supplier; including potential suppliers that did not respond to this RFI;
 - b. initiate direct negotiations for the procurement of any good or service with any potential supplier, regardless of whether the potential supplier responded to this RFI;
 - c. contact a limited number of potential suppliers, which may include only those that responded to this RFI or may include potential suppliers that did not respond to this RFI, for the purpose of a competitive process for the procurement of any goods or services;
 - d. elect to proceed by way of open competition where all potential suppliers, including those that did not respond to this RFI, are eligible to compete for the award of a Contract for the supply of any good or service; and elect not to procure the good or service that is subject of this RFI.

These expressly reserved rights are in addition to any and all other rights of the Owner that existed prior to the issuance of this RFI.

3. Neither party shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or a decision of the bidder to withdraw its quotation.
4. Any pricing information provided by proponents is for general information purposes and is not intended to be binding on respondents. Any legally binding pricing or purchasing commitments will be established only where specified by the express terms of a subsequent competitive bid process or where established through execution of a written agreement.
5. The Owner makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFI or issued by way of addenda. Any quantities shown or data contained in this RFI, or provided by way of addenda, are estimates provided as general background information.
6. The Owner will not be liable for any expenses incurred by a proponent, including the expenses associated with the cost of preparing responses to this RFI. The parties will bear their own costs associated with or incurred through this RFI process, including any costs arising out of, or incurred in, (i) the preparation and issuance of this RFI; (ii) the preparation and making of a proposal; or (iii) any other activities related to this RFI process.
7. Proponents acknowledge that the information provided in their proposal is, to the best of its knowledge complete and accurate.
8. Except where set out to the contrary in this RFI or expressly requested in the proponent's proposal, the proposal and any accompanying documentation provided by a proponent will not be returned.
9. All information provided by or obtained from the Owner in any form in connection with this RFI either before or after issuance (i) is the sole property of the Owner and must be treated as confidential; (ii) is not to be used for any purpose other than replying to this RFI; (iii) must not be disclosed without prior written authorization from the Owner; and (iv) must be returned by the proponent to the Owner immediately upon request by the Owner. Proponents may not at any time directly or indirectly communicate with the media in relation to this RFI without first obtaining the written permission of the Owner.

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

CONFLICT OF INTEREST DECLARATION

By selecting "Yes", the bidder(s) declares that there is an actual or potential Conflict of Interest relating to the preparation of its bid, and/or the bidder(s) foresees an actual or potential Conflict of Interest in performing the work required under the Contract.

Yes **No**

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

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

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