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City of Temiskaming Shores
Request for Proposal
CS-RFP-001-2025
2025-2027 Canada Day Fireworks

City of Temiskaming Shores
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
POJ 1K0

1. Objective

This Request for Proposals (RFP) is an invitation to submit proposals from interested individuals and businesses for the provision of goods and services. Specifically for the supply and ignition of fireworks display, located at the Algonquin Beach Park, New Liskeard, during the annual Rockin on Canada Day event.

It is the intent of the City of Temiskaming Shores to enter into an agreement with a qualified contractor for a proposed term of three (3) years starting in 2025, for these professional services from among those who submitted proposals against this RFP.

2. Background

Located at the head of Lake Temiskaming, Temiskaming Shores is located in North-eastern Ontario, near the Quebec border. Temiskaming Shores has a population of approximately 10,000.

The City of Temiskaming Shores is the economic and service hub to the region of approximately 32,500 population.

The Canada Day weekend fireworks runs in conjunction with the local municipally supported event, Rockin on Canada Day. This event provides an opportunity for residents and visitors to enjoy the City's welcoming atmosphere that appeals to all ages and interest. The fireworks display can be seen from many vantage points throughout the municipality. Please see Appendix 1 for a map of the launch site.

The fireworks are launched on the Saturday of the Rockin on Canada Day event. This date may not fall on July 1. The date for the 2025 event is Saturday, June 28.

3. Definitions

- 3.1 **City:** means the Corporation of the City of Temiskaming Shores.
- 3.2 **Proponent(s)/ Bidder(s):** means all persons, partnerships or corporations who respond to the RFP and includes their heirs, successors and permitted assigns.
- 3.3 **Request for Proposal;** means this Request for Proposal (RFP) document including all schedules, parts and attachments, as issued by the City, including any addenda or amendments made to it after initial issue.
- 3.4 **Successful Proponent/ Bidder:** means the Proponent/Bidder whose RFP submission is/are accepted to who has/have agreed to supply the goods and/or services, as outlined herein.

4. Submission

Bids must be submitted electronically, using the **Electronic Bid Submissions Portal** on the City's website:

<https://www.temiskamingshores.ca/en/city-hall/bid-opportunities.aspx>

Submissions must be in a **pdf format** and can be no larger than 50 MB.

Subject Line: RS-RFP-001-2025 "2025-2027 Canada Day Fireworks"

Addressed to: Logan Belanger, Clerk

Proponents will receive an automatic email response to indicate that the submission has been received, and to contact the Municipal Clerk for submission opening details. Contact the Clerk at 705-672-3363 ext. 4136 or at clerk@temiskamingshores.ca, should the Proponent not receive a confirmation email.

The City has no liability to the Proponent Bidder for any problems encountered, or failure of the Bidder to successfully submit a bid prior to the bid closing time and date. As such, allow sufficient time for a Bid Submission and attachment(s) (if applicable), to resolve any issues that may arise. Bidders are cautioned that the timing of their Bid Submission is based on when the Bid is **received** by the City.

The closing date for the submission of Proposals will be at **2:00 p.m. local time on January 17 2024.**

- Late Proposals will not be accepted;
- Proposals by fax will not be accepted;
- Proposals by mail will not be accepted;
- Partial Proposals are not accepted;
- Proposals emailed directly to City staff will not be accepted.
- The City reserves the right to accept or reject any or all Proposals;
- The lowest priced Proposal will not necessarily be accepted;
- The City reserves the right to request clarification or supplementary information concerning a Proposal from any Proponent;
- The City reserves the right to enter into negotiations with a Proponent and any changes to the Proposals that are acceptable to both parties will be binding;
- The City reserves the right to confirm with the Proponent, a third party or references (whether provided in the Proposals or not), confirmation of any information provided by the Proponent in their Proposal.
- The Proposal shall be valid for 60 days from submission date.

The Form of Proposal must be signed in the space provided on the form, with the signature of the Bidder or responsible official of the firm bidding. If a joint Bid is submitted, it must be signed and addressed on behalf of both of the Bidders. Any alterations or cross-outs must be initialed in ink by the Bidder. Failure to do so may result in the rejection of the Bidder's Proposal the City.

Line items and total contract price must be clearly indicated. The Bid must not be restricted by a statement added to the Proposal form or by a covering letter, or by alterations to the Proposal form, as supplied by the City of Temiskaming Shores unless otherwise provided herein.

H.S.T. Tax will be applicable to the supply of labour and equipment.

The City will not be held responsible for Proponent or third-party costs, claims, direct or indirect damages caused by the City exercising its rights reserved in this Section or otherwise expressed or implied in this RFP.

5. Questions

Any questions with respect to the specifications are to be directed to:

James Franks
Economic Development Officer
City of Temiskaming Shores
325 Farr Drive
Temiskaming Shores, ON P0J 1K0

Phone: 705) 672-3363 ext. 4123
jfranks@temiskamingshores.ca

It will be the Proponent's responsibility to clarify any details in question not mentioned in this Proposal before presenting the submission. Questions relating to this proposal must be received by **January 08, 2024, 2:00 p.m. local time.**

To ensure fairness to all Proponents, any and all questions that require clarification or that may materially alter this RFP document will be responded to and shared with other Proponents via an addendum, as described herein. Questions received after this date and time will not receive a response. Proponents are notified that any errors or omissions in the proposal may render the proposal invalid.

6. RFP Schedule

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the City reserves the right to modify any or all dates at its sole discretion:

Release of RFP:	December 12, 2024
Deadline for Submitting Questions:	January 08, 2025
Deadline for Responding to Questions:	January 10, 2025
RFP Proposal Submission deadline:	January 17, 2025
Final Selection and Notification:	February 14, 2025

7. Information Session and Site Visit

No information session or site-visit is scheduled for this RFP. To set up a non-mandatory site visit please contact the individual listed in Section 5 – Questions. The facility is also open to the public for regular use, prospective bidders may attend the facility on their own to review current conditions.

8. Scope of Work

The intent of this request is to have a qualified firm provide services that incorporate the supply and ignition of fireworks display as per their submission proposal and agreement with the City of Temiskaming Shores.

Please include a contingency plan in the event that a Fire Ban is in effect for the City of Temiskaming Shores.

Display requirements.

Proposer's responses should describe the proposed fireworks display and minimally included:

- Start time: approximately 10:15 pm
- Set up/ preparation start time
- Approximate clean up and area cleared time
- Shot count per shell size
- Duration (between 10 and 20 minutes)
- Intensity levels and maximum gaps between bursts (no gaps longer than five seconds).
- Percentage ratio of low/high burst fireworks
- Narrative of theme and/or display style
- A site map, including fireworks staging area and safety zone. (A map has been provided, please refer to Appendix 1.)
- Security resources required i.e. roadblocks, distance separations, etc.

Post event clean-up.

- The vendor shall, at its expense, provide its own custodial services for the immediate display shooting area.
- The field shall be combed clean of debris and any holes dug for mortars shall be refilled. All debris shall be removed from the site.
- The City shall provide for the clean-up of the spectator areas of the park.
- The vendor will be responsible for the sweep and removal of unexploded devices in the fireworks firing area, potential landing areas, and other areas adjacent to the site.
- No public access will be permitted until such sweep of the park has determined that no devices remain.
- The successful firm shall complete the sweep of the park prior to 8:00 am the following morning and provide written confirmation of such. Written confirmation shall be provided to the City.

9. Specifications

Listed below are the requirements of this Request for Proposal:

- Proposals should be prepared simply and economically, providing a straightforward, concise description of provider's capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content.
- The total price should not exceed \$20,000 exclusive of HST per year.
- The bidder must provide Fireworks Operator Certification when applying for a permit.

Each Proposal shall include:

- A proposed duration of and content of the fireworks display
- Supply of fireworks
- A fixed price quote to perform all normal and customary tasks including, but not limited to, permit(s), set up, tear down and clean up, and fireworks performance.
- The successful bidder will apply for any and all permits required, but the City will waive any fees required for city permits.
- Three written references, including at least three current references with contact names, addresses, and telephone numbers. References should be for similar sized events.
- Video recordings of (3) previous displays are also required.
- Key personnel that will be assigned to the City's project, and their experience with similar projects

- Inventory of products to be used detailing each mortar size, the number of shells of each size and accompanied by a fee schedule.
- A contingency plan in the event that a Fire Ban is in effect for the City of Temiskaming Shores.

10. Proposal Submission

Bidders shall submit proposals in accordance with the defined scope of work following the procedure outlined in Section 4-Submission. Proposals will be scored according to the proposal evaluation criteria identified in Section 11-Proposal Evaluation.

11. Proposal Evaluation

Proposals will be evaluated on the basis of the information provided by the Proponent; additional clarification may be requested if necessary. The City is not obliged to seek clarification of any aspect of a proposal.

Representatives from the City will evaluate each of the Proposals received in accordance with the evaluation criteria as set out below. The City of Temiskaming Shores reserves the right in its evaluation of the proposal to consider all pertinent criteria whether or not such criteria are contained in the Request for Proposal. The City reserves the right to enter into further discussions in order to obtain information that will allow them to reach a decision with a Proponent, and to waive irregularities and omissions if, in doing so, the best interest of the Municipalities respectively will be served.

The evaluation criteria will be as follows.

CITY PROPOSAL EVALUATION CRITERIA	WEIGHT	POINTS	MAXIMUM TOTAL POINTS
Qualifications, Expertise and Performance on Similar Purchases			
Past ability to complete projects within timelines and budgets.	10	10	100
Stability and reputation of firm.	5	10	50
Qualifications of technical support staff.	5	10	50
Qualifications of senior staff / manager.	5	10	50
25%			
Proposed Supplier Contact / Manager and Support Team			
Experience in directing / involvement with similar projects.	5	10	50
Specialized expertise and qualifications.	5	10	50
10%			
Completeness and Schedule			
Demonstration of service provided (references)	5	10	50
Methodology and Schedule for delivery of service	5	10	50
Shot count and shell size	15	10	150
Economic impact on the community. (local business / local employees / local supplies)	15	10	150
Effective Contingency plan	5	10	50
45%			

Knowledge of City Regarding the Purchase			
Members of the team must be familiar with the firework ignition location.	10	10	100
	10%		
Estimated Fees and Disbursements			
Cost estimates are evaluated for completeness and lowest is scored 10 points, next 8 points, etc. Cost estimates within the same price range will be scored as equal.	10	10	100
	10%		

12. Goods, Materials and Equipment Suitable for Use

The Bidder warrants that any goods, materials, articles or equipment to be supplied under or pursuant to any official order or Agreement based on this RFP, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose.

The Successful Bidder may be required to provide written documentation that all materials or equipment offered in a Bidder’s Proposal meet all applicable Municipal, Provincial and Federal Government standards, legislation and laws.

13. Amendments

The City at its discretion reserves the right to revise this RFP up to the final date for the deadline for receipt of proposals. The City will issue changes to the RFP Documents by addendum only. No other statement, whether oral or written, made by the City will amend the RFP Documents. The City will make every effort to issue all addenda no later than the seventh (7th) day prior to the closing date. If an addendum is issued within seven days of the closing date, the bid submission date will be moved accordingly.

The Proponent shall not rely on any information or instructions from the City or a City representative except the RFP Documents, and any addenda issued pursuant to this Section.

The Proponent is solely responsible to ensure that it has received all addenda issued by the City. The Proponent shall acknowledge receipt of all addenda on the Form of Proposal. Failure to complete the acknowledgement may result in rejection of the proposal.

The City makes no promise or guarantee that addenda will be delivered by any means to any Proponent. By submitting a proposal submission in response to this RFP, the Proponent acknowledges and agrees that the addenda shall be posted on www.temiskamingshores.ca and it is the sole responsibility of the proponent to check this web site for said addenda. The City reserves the right to withdraw or cancel this Request for Proposal without notice.

14. Proposal Withdrawal or Amendment

Proponents may amend or withdraw their proposal, provided such withdrawal or amendment is received prior to the closing deadline. A Bidder who has already submitted a Proposal may submit a further Proposal at any time up to the official closing time; the last Proposal received shall supersede and invalidate all Proposals previously submitted by the Bidder for this RFP. A bid may be withdrawn at any time up to the official closing time by letter on original letterhead bearing the same signature as in the bid submission.

15. Right to Accept or Reject Submissions

The City does not bind itself to accept any proposal and may proceed as it, in its sole discretion, determines, following receipt of the proposals. The City reserves the right to accept any proposal in whole or in part or to discuss with any respondent different or additional terms to those envisaged in this RFP or in such respondent's proposal.

The City reserves the right to:

1. accept or reject any or all of the proposals;
2. if only one proposal is received, elect to reject it;
3. reject as informal any proposal that is received late or is incomplete or otherwise fails to comply with the requirements of the RFP;
4. elect not to proceed with the projects as it so determines in its sole and absolute discretion; and/ or
5. to waive irregularities and formalities at its sole and absolute discretion.

16. Solicitation

If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any Mayor, Councillor, officer or employee of the City with respect to the RFP, whether before or after submission of the proposal, the City shall be entitled to reject or not accept the RFP submission.

17. Subcontracting

The Proponent acknowledges that in any potential agreement with the City, no subcontracting or assignment of rights and obligations of the Proponent will be permitted without the written consent of the City, which consent shall not be unreasonably withheld. At all times throughout the term of a potential agreement, including any renewals, the City shall communicate and respond directly with the Proponent.

18. Independent Contractor Status of Proponent; Declaration of Conflicts

The Proponent fully acknowledges that in providing a Proposal, it provides such as an independent contractor and for the sole purpose of potentially providing services and/or goods to the City. The Proponent's attention is drawn to the provisions of the Occupational Health & Safety Act 2010.

Neither the Proponent nor any of its personnel are engaged as an employee, servant or agent of the City. Any potential conflicts of interest in which a Proponent may have with the City or any employee of the City will be identified and described in detail in the proposal of each proponent (Conflict of Interest Declaration).

19. Insurance (from the Successful Proponent only) Note to Staff: Not applicable for the supply of goods only

The successful Proponent shall, at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of until the termination of the Agreement or otherwise stated, the following:

Commercial General Liability

The Successful Proponent shall maintain and pay for Comprehensive General Liability Insurance with coverage limits of no less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use.

20. Workplace Safety and Insurance Board (WSIB) (from the successful Proponent only)

The Successful Proponent shall, at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of until the termination of the Agreement or otherwise stated, a Certificate of good standing from the Workplace Safety & Insurance Board.

The onus is on the Successful Proponent to comply with all applicable local and territorial standards and regulations, in effect and applicable by law in Ontario, Canada.

21. AODA Compliance

The Bidder shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations thereunder with regard to the provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005, the Bidder shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities. The Bidder acknowledges that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the City of Temiskaming Shores must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

22. Freedom of Information

Upon submission, all proposals become the property of the City and will not be returned to the proponents. Proponents must be aware that the City is a public body subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act. The City may, at any time, make public the names and bid prices of all respondents. Proposals will be held in confidence by the City, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, or unless otherwise required by law.

Any proprietary or confidential information contained in the proposal should be clearly identified.

23. Nature of Request for Proposal

This RFP does not constitute an offer of any nature or kind whatsoever by the City to the Proponent.

24. Preparation of Proposals

All costs and expenses incurred by the Proponent relating to its Proposal will be borne by the Proponent. The City is not liable to pay for such costs and expenses, or to reimburse or to compensate the Proponent in any manner whatsoever for such costs and expenses under any circumstances, including the rejection of any or all proposals or the cancellation of this RFP.

25. Finalizing Terms

This RFP will not constitute a binding agreement, but will only form the basis for the finalization of

the terms upon which the City and the Successful Proponent will enter into the contract documentation, and does not mean that the Successful Proponent's proposal is necessarily totally acceptable in the form submitted. After the selection of the Successful Proponent's proposal, the City has the right to negotiate with the Successful Proponent and, as part of that process, to negotiate changes, amendments or modifications to the Successful Proponent's proposal without offering the other proponents, the right to amend their proposals.

26. Commitment to Negotiate

The Successful Proponent shall execute any documentation, drafted in accordance with the terms of the Successful Proponent's proposal and any subsequent negotiations, within thirty (30) days of the date of notification of the Successful Proponent's selection.

Proponents not initially selected as the Successful Proponent hereby commit themselves, subject to notification by the City to execute documentation as aforesaid up to sixty (60) days following the date of submission of their proposals.

27. Agreement

A written agreement, prepared by the City shall be executed by the City and the Successful Proponent if the terms are mutually agreeable to all Parties. There is no guarantee that City Council will enter into any Agreement.

Any agreement resulting from this Request for Proposal shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

28. Performance

Any undue delays in the execution of the work and/or costs incurred by the City due to inefficiencies in performance on behalf of the Successful Proponent shall be deemed to be the responsibility of that Proponent and as such, any and all costs, as deemed appropriate and reasonable compensation for the City, will be assessed to the Successful Proponent.

29. Conflict Resolution

This Agreement is based upon mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, both parties, with a commitment to honesty and integrity, agree to the following:

- 1) That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfil its obligations; and that each will cooperate in the common endeavor of the contract;
- 2) Both parties to this Agreement shall attempt to resolve all claims, disputes and other matters in question arising out of or relating to this Agreement or breach thereof first through negotiations between the Successful Proponent's representative and the City or representative by means of discussions built around mutual understanding and respect;
- 3) Failing resolution by negotiations, all claims, disputes and other matters in question shall attempt to be resolved through mediation, under the guidance of a qualified mediator;
- 4) Failing resolution by mediation, all claims, disputes and other matters in question shall be referred to arbitration;
- 5) No person shall be appointed to act as mediator or arbitrator who is in any way

interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the City or the Successful Proponent;

- 6) The award of the arbitrator shall be final and binding upon the parties;
- 7) The provisions of the Arbitration Act, 1991 S.O. 1991, Chapter 17 shall apply.

30. Cancellation

Nothing herein shall be construed as giving the Proponent the right to carry out the terms and requirements of the tasks contemplated under this RFP or the Agreement beyond the time when such services become unsatisfactory to the City. In the event that the Proponent shall be discharged before all the services contemplated hereunder have been completed, or the services are for any reason terminated, stopped or discontinued because of the inability of the Proponent to serve under this Agreement, the Proponent shall be paid only goods and/or services which shall have been satisfactorily completed at the time of termination.

Should the City or the Successful Proponent wish to terminate the Agreement, he/she shall provide written notice of the termination not less than 90 days from the date of termination. Failure to maintain the required documentation during the term of the Agreement may result in suspension of the work activities and/or cancellation of the contract.

31. Indemnification

The Successful Proponent shall indemnify and hold harmless the City, its elected and other officials, officers, employees, agents, servants, representatives, and volunteers from and against any and all liability, loss, claims, demands, legal proceedings, expenses, including but not limited to legal expenses (hereinafter collectively referred to as the "Claims"), when the Claims arise wholly or in part, directly or indirectly, as a result of any wrongful, blameworthy, or negligent acts or omissions, or breach of any terms of this Agreement by the Successful Proponent, or its officers, directors, employees, sub-contractors, agents, representatives or volunteers in the course of providing services pursuant to this Agreement.

This indemnity shall survive the termination, completion, or expiry of this Agreement, and in particular any risk that further Claims against the City are made after the termination, completion, or expiry of this Agreement, such risk is assumed entirely by the Successful Proponent.

32. Unenforceable Provisions

Should any provision of this document be deemed unenforceable by a court of law, all other provisions shall remain in effect.

33. Force Majeure

It is understood and agreed that the Successful Proponent shall not be held liable for any losses resulting if the fulfillment of the terms of the Agreement shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other cause not within the control of the Successful Proponent and which by the exercise of reasonable diligence, the Successful Proponent is unable to prevent. Should the performance of any contract be delayed or prevented herein set forth, the Successful Proponent agrees to give immediate written notice and explanation of the cause and probable duration of any such delay and to provide written notice as to when Contract obligations resume. In any case, such delay shall not exceed the length of time of the interruption/disruption.

34. Errors & Omissions

It is understood, acknowledged and agreed that while this Proposal includes specific requirements and specifications, and while the City has used considerable efforts to ensure an accurate representation of information in this proposal, the information is not guaranteed by the City to be comprehensive or exhaustive. Nothing in the proposal is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the proposal. There will be no consideration of any claim, after submission of proposals, that there is a misunderstanding with respect to the conditions imposed by the Proposal and/or Agreement

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Form of Proposal

Proponent's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I,

_____ (Registered Company Name/Individuals Name)

Of,

_____ (Registered Address and Postal Code)

Phone Number: _____ Email: _____

We/I hereby offer to enter into an agreement for the goods and services, as required in accordance to the Proposal for a price of (must be CDN funds and without HST):

Lump Sum Price 2025	\$ _____
Lump Sum Price 2026	\$ _____
Lump Sum Price 2027	\$ _____
Lump Sum Price Total:	\$ _____

Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER _____ in preparing my/our proposal.

Bidder's Authorized Official: _____

Title: _____

Signature: _____

Date: _____

Form 1 to be submitted.

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Non-Collusion Affidavit

I/ We _____ the undersigned am fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices proposed in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at: _____ this _____ day of _____, 2024.

Bidder's Authorized Official: _____

Title: _____

Signature: _____

Date: _____

Form 2 to be submitted.

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Conflict of Interest Declaration

Please check appropriate response:

I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Proposal submission or performing/providing the Goods/Services required by the Agreement.

The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's Proposal submission or the contractual obligations under the Agreement.

List Situations:

In making this Proposal submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the RFP process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at: _____ this _____ day of _____, 2024.

Signature: _____

Bidder's Authorized Official: _____

Title: _____

Company Name: _____

Form 3 to be submitted.

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Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Name: _____ Company Name: _____

Phone Number: _____ Email: _____

I, _____, declare that I, or my company, are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005.

OR

I, _____, declare that I, or my company, are **NOT in full compliance** with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, please visit: <https://www.ontario.ca/page/how-train-your-staff-accessibility>.

Form 4 to be submitted.

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Appendix 01:



