



Town of  
*Cornwall*

so much to offer...

## **REQUEST FOR PROPOSAL**

**TOC-Infra-2023-01**

**Town of Cornwall**

**Utility Master Plan**

**Utility Department**

Issue Date: March 20<sup>th</sup>, 2023

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## 1.0 INTRODUCTION

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### 1.1 OVERVIEW

The Town of Cornwall (“Cornwall”) is seeking proposals from qualified consulting firms (the “Consultant”) for the creation of a Utility Master Plan for the Town of Cornwall.

Cornwall intends to award to one (1) Consultant. Joint submissions will be allowed, provided that a single project lead is designated.

### 1.2 DEFINITIONS

“**Closing Date and Time**” means the date and time, as identified in this document, by which all submissions shall be received and stamped by Cornwall.

“**Contract**” means a legally binding agreement between two or more parties that creates an obligation to supply Goods, Services or Construction in return for money or other consideration.

“**Consultant**” means the individual, firm, company or corporation that has, by means of the Request for Proposal and tendering process, undertaken to provide the goods/services required by this submission.

“**Proponent**” means the legal entity submitting a response to this Request for Proposal.

“**Proposal**” means an offer or submission received from a Proponent in response to a request for, tender, proposal, or other Call for Bids, which is subject to acceptance or rejection.

“**Successful Proponent**” means the Proponent who has been awarded the contract by Cornwall.

“**Town**” means The Town of Cornwall.

“**Work/Works**” means the provision of goods and services as required by the contract.

### 1.3 RFP SCHEDULE AND EVENTS

The RFP process will be governed according to the following schedule. All activities and deliverables must be completed by February 2, 2024. Proposals are to include any required or anticipated revisions to the following:

No.	Description	Date
1	Release of RFP	March 20, 2023
2	Deadline for Questions to be Submitted by Proponents	March 30, 2023
3	Deadline for Issuing Addenda	April 5, 2023
4	RFP Closing Date and Time	April 11, 2023
5	Evaluation of Proposal Submissions	April 13-19, 2023
6	Award	April 26, 2023
7	Submission of Draft Report	September 15, 2023
8	Review of Draft Report and Submit Comments	October 6, 2023
9	Transfer of Modelling Data for Software	February 2, 2024

The RFP timetable is tentative only and may be changed by Cornwall at its sole discretion.

#### 1.4 PROPOSAL SUBMISSION

The Proponent will be responsible for submitting all necessary documents by RFP Closing Date and Time. Proponents must submit one (1) electronic copy and three (3) hard copies of their Proposals. Late submissions will be rejected and will be returned unopened. Incomplete Proposals may be rejected. Cornwall shall not be liable for any damage or loss of any kind whatsoever related to the Proponent's failure to submit documents by closing time for any reason.

Proposals are to be submitted to Town of Cornwall by **Tuesday April 11, 2023, 2:00pm**.

Proposals are to be submitted in a sealed envelope clearly marked "**RFP2023-01 Cornwall Utility Master Plan**" and be addressed to:

Doug Longmoore, Manager of Infrastructure  
TOWN OF CORNWALL  
15 Mercedes Drive  
P.O. Box 430  
Cornwall, PE  
COA 1H0

Proposals should be limited to twenty (20) letter size pages, single sided excluding CV's.

Three (3) complete sets of printed Proponent Proposal are to be submitted – one (1) marked as "**Original**" and two (2) set marked as "**Copy**".

One (1) Electronic copy of Proponent Proposal in PDF format is to be submitted. The file name should include an abbreviated form of the proponent's name and TOC-Infra-2023-01. Copies

must be on Electronic Media and must be virus free. Label the electronic media with Proponent's name and TOC-Infra-2023-01.

## 1.5 INQUIRIES

All inquiries about this RFP shall be directed to the individual listed below, by email only. Answers to all submitted questions will be circulated via the Prince Edward Island provincial procurement website.

**<https://www.princeedwardisland.ca/en/feature/search-for-tenders-and-procurement-opportunities#/service/Tenders/TenderSearch>**

Information that is obtained from any other source is not official and may be inaccurate.

<b>Project Contact:</b>	<b>Doug Longmoore</b>
<b>Title:</b>	Manager of Infrastructure
<b>Department:</b>	Utility and Public Works
<b>E-mail Address:</b>	dlongmoore@cornwallpe.ca
<b>Phone Number:</b>	(902) 566-2354

## 1.6 WITHDRAWING A PROPOSAL

Proposals may be withdrawn, unopened, prior to the Closing Date and Time, should such a request be received by Doug Longmoore by email.

Submitted proposals may not be modified. The proponent must submit a new proposal and contact Doug Longmoore to withdraw the Proposal which is no longer valid.

## 1.7 INFORMAL PROPOSALS

Proposals are to conform to the terms and conditions set out herein. Proposals which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, errors, or irregularities of any kind, may be rejected as informal. All Proposals must be legibly signed in ink by an authorized officer of the Proponent's firm.

## 1.8 PROPOSAL OPENINGS

Cornwall will proceed with private openings for this RFP. Proponents will be advised of their status in the RFP once a determination of award has been made.

## 1.9 PROPOSAL ACCEPTANCE

While every reasonable effort has been made to ensure the accuracy of this RFP, it is not guaranteed or warranted by Cornwall to be accurate, nor is it necessarily comprehensive or exhaustive.

## 1.10 PROPOSAL ACCEPTANCE

This RFP neither expresses nor implies any obligation on the part of Cornwall to enter into a contract with any party submitting a response or responses.

All Proposals become the property of Cornwall once submitted.

Proponents undertake any expenditure related to the submission of a Proposal at their own risk. The Proponent is responsible for all costs associated with preparing and submitting this Proposal. This includes, without limitation, any and all costs, fees, expenses (travel, accommodations, or meals) or other incidentals related to preparing, printing, binding, transporting, presenting, defending, or clarifying the Proposal.

Cornwall may include evaluation criteria within this Request for Proposal document to be used as a guideline for Proponents. Cornwall reserves the right to deviate from the evaluation criteria where it is in the best interests of the Municipality. Without limiting the generality of the foregoing, decisions to deviate from the evaluation criteria may be made based on budgetary and/or service delivery considerations having regard to all of the Proposals received and the needs of Cornwall.

Cornwall reserves the right to waive formality, informality, or technicality in any Proposal. This includes the right to accept a Proposal that is not compliant with the instructions in the Request for Proposals document.

Cornwall reserves the right to negotiate, after the Request for Proposal's Proposal Deadline, with any Proponent and to finalize service arrangements in the best interests of Cornwall.

Cornwall may cancel the RFP process at any time, for any reason, in its sole discretion. In the event that an RFP process is cancelled, Cornwall will not be obligated to pay any costs, damages, or claims of any type to any Proponent or potential Vendor or Proponent.

## 1.11 FORMAL CONTRACT

The successful proponent will be required to execute a formal contract, in a form acceptable to Cornwall to give effect of services required.

## 2.0 PROPOSAL EVALUATION

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Cornwall will be evaluating all submitted proposals to ensure Consultant's compliance with the requirements of this RFP. Cornwall reserves the right to conduct interviews of the Proponent to gain a better understanding of the Proponent's experience and approach. The Proposal's will be evaluated using the following criteria:

### 2.1 COMPLIANCE WITH RFP

Proponents must demonstrate a comprehensive understanding of the objectives and requirements of the RFP. Proponents must state how these objectives are addressed by their Proposal. Cornwall has outlined the project scope and all expected requirements in the following sections.

### 2.2 QUALIFICATIONS AND EXPERIENCE OF CONSULTANT

Proponents must provide CV's and list professional experience and qualifications for all team members who will be assigned to the Project. Proponents submissions must identify which individuals will be responsible for each aspect of the Proposal.

The Proponent shall submit descriptions for a minimum of three (3) similar projects that they have completed within the last five years along with summary of the engagement.

The Proponent shall provide a minimum of three (3) client references for projects of similar size and scope.

### 2.3 QUALITY OF PROPOSAL

Cornwall will evaluate all Proposals on their clarity, quality, and completeness. Proposals of high quality and those presented in an easy and clear manner will be awarded higher points.

### 2.4 PROPOSED SCOPE, APPROACH, AND METHODOLOGY

Proponents must describe their approach to address the service requirements. Include any value added technical and functional ideas.

Cornwall must have confidence that the Proponent will complete the project on schedule and within budget.

Cornwall wishes to understand how the Proponent will approach this project if successful. It is up to the Proponent to create compelling argument as to why their firm should be selected, in accordance with the scoring parameters.

If a sub-consultant is to be used, the Proponent must include a list of the sub-consultant's staff, and the resumes of Primary Team Members. The role of any sub-consultant must be clearly defined and outlined in the Proposal.



## 2.5 SCHEDULE

The Proposal must include a schedule indicating any stages proposed for the Services, together with the time required to complete each stage. The schedule shall indicate milestone dates and dates that items are to be delivered to Cornwall.

## 2.6 COST

Proponents must provide realistic cost and level of effort figures as part of their Proposal. The Proponent must include a schedule of fees and expenses detailing the planned hours and associated hourly rates for project team members which make up their lump sum Total Cost. If awarded, the lump-sum Total Cost may not be exceeded. Proponent's must complete and submit with their Proposal, Appendix A.

## 2.7 EVALUATION CRITERIA SCORESHEET

CRITERIA	POINTS
<b>Technical Response</b>	
Compliance with RFP (demonstrated understanding of the requirements and objectives outlined in RFP)	25
Qualifications/Experience of Consultant	25
Quality of Proposal (Completeness and Presentation)	5
Proposed Scope, Approach, and Methodology	30
<b>Pricing Response</b>	
Cost	15

The proposal with the lowest cost shall receive maximum points allowed under the Cost criteria. Cornwall will assign points for Cost for all other Proposals based on the following formula:

$(\text{Bid X} - \text{Lowest Price}) / \text{Lowest Price} = \% - 1 \times \text{maximum points available.}$

Example: Two bids that have achieved the minimum technical score required are received

Bid 1: \$80,000

Bid 2: \$90,000

Bid 1 will receive a Cost score of 15 points since it is the lowest.

Bid 2's Cost score would be calculated as follow:

$(\$90,000 - \$80,000) / \$80,000 = 12.5\%$  higher than lowest price. Bid 2 will receive 87.5% of the 15 points.

Bid 2 would achieve a cost score of  $15 \times 87.5\% = 13.125$ .

Please note that Proponents must achieve a minimum rating of 56 points from the Technical Response portion of the Evaluation Criteria to have their pricing score reviewed and incorporated into their total rating.

## 2.8 SUBMISSION FORMAT

To ensure similarity in proposal presentation and to facilitate the review of proposals, proponents are advised to include the required material formatted as follows:

No	Section
1	Cover Letter
2	Executive Summary
3	Qualifications and References
4	Scope, Approach, and Methodology
5	Schedule
6	Detailed and Itemized Pricing

## 2.9 MEETINGS

The Successful Proponent will be required to coordinate and attend the following meetings:

Project Kick-off Meeting

Monthly progress meetings with Cornwall to provide an update on scope, budget, schedule, and any challenges in the process.

All progress and review meetings will be conducted virtually unless Cornwall requests in person meetings.

## 2.10 MODELLING

The Successful Proponent must use OpenFlows WaterCAD and SewerCAD for the computer modelling requirements of their review. The computer model must also be transferrable to EPANet format.

## 3.0 SERVICES DESCRIPTION

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### 3.1 GOAL

To undertake a review of the Town of Cornwall's existing water and sewer infrastructure to determine the necessary system 'upgrades' that would be required to accommodate the projected growth of the Town over the next 25 years. The Utility Master Plan will be used by Cornwall to guide future infrastructure decisions to ensure reliable and efficient water and wastewater service to existing and future customers. For example, future infrastructure decisions could include trunklines to service new development, upgrading existing lines, new lift stations, and pressure zones within the water distribution system.

### 3.2 BACKGROUND AND STUDY AREA

The Town of Cornwall is located in Queen's County, Prince Edward Island immediately to the west of the province's capital Charlottetown. It is bordered by the North River to the east and West River to the south and west. Cornwall's proximity to major island access points makes it a hot spot for economic activity and development. Cornwall has seen major population growth over the past 5 years with population increasing to 6,574 persons, Census 2021, an increase of 22.9% since the last Census conducted in 2016. Significant population growth is expected to continue over the coming years.

The current water system and sanitary system in the Town of Cornwall are predominantly PVC pipe, installed during the 1980's. Each system has a pipe network length of roughly 56 kilometres.

### 3.3 PROJECT SCOPE

#### 3.3.1 General

Cornwall will provide the Consultant with a previous Cornwall Infrastructure Servicing and Development Plan, completed by CBCL, dated May 15, 2017.

Cornwall will provide the Consultant with information on its existing water and sewer infrastructure along with its projected population growth, which the Consultant will use to create a computer model to determine a timeline for upgrades.

Information on all ongoing projects and approved capital plans and funding will be shared with the Consultant for inclusion in the review.

The scope of the project includes, but is not limited to, the following priorities:

- a) Evaluate the current water and sewer infrastructure and identify vulnerable infrastructure susceptible to the impacts of climate change and service disruptions and develop a plan to strengthen climate resiliency in Cornwall Utility infrastructure.

- b) Evaluate the current sewer infrastructure for future development, with emphasis on sizing limitations of sewer mains and improvements to the Hyde Creek wastewater treatment system and North River wastewater treatment systems.
- c) Evaluate the current water distribution system and water storage and use a water model to identify options to improve the system to meet the Atlantic Canada guidelines.
- d) Using the Cornwall Official Plan, identify undeveloped sewer sheds and ideal locations for new sewer lift stations including sizing estimates to allow for continued growth of the Town.

### 3.3.2 Activities and Deliverables

#### **ACTIVITY 1**

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Conduct an assessment of the current capacity of the Hyde Creek (Cornwall) wastewater treatment plant and the North River wastewater treatment plant and compare the capacity to estimated future population treatment requirements. Design drawings of the treatment plants will be provided to the successful Proponent.

##### **Deliverables for Activity 1:**

Consultant review of record drawings and performance data for Hyde Creek (Cornwall) wastewater treatment plant and the North River wastewater treatment plant to determine theoretical capacity of the treatment plants. Note: Recent improvements at the treatment facilities include berm repairs to lagoon cells, new aeration system (North River) and desludging (North River 2021, Hyde Creek 2022).

On-site review of treatment plant operations and infrastructure compared to record information.

Determine life cycle of current assets and appropriate costs and timelines for replacement of same.

Calculation of current capacity of the plants and their ability to meet the projected 25-year population.

Determine what infrastructure needs replacing and when.

Determine requirements for upgrading and when.

Submission of a Final Report detailing capital project requirements for wastewater systems and projected renewal costs over a 5-year (immediate needs) 10-15-year (medium term) and 25-year (long term) time period to service the anticipated population growth.

#### **ACTIVITY 2**

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Refine Cornwall data for computer modelling of existing water system and wastewater systems. This will include a detailed inventory of all water, and wastewater components.

##### **Deliverables for Activity 2:**

Consultant review of existing record drawings and GIS data for all water and wastewater systems.

Consultant to undertake 'field inspection' of sanitary lift stations to determine that current record information is accurate. This inspection should verify the number of pumps, pump sizes, orientation of inlet and outlet pipes and identify any deviations from the record information.

Data entry of record drawing and GIS information of existing system information into Consultant's computer model. Data must also be made available in a format acceptable to Cornwall for use outside of the scope of this study.

Systems analysis of existing water and wastewater systems through computer modelling to reflect current conditions.

Systems analysis of existing water and wastewater systems through computer modelling based on future 25-year population projections.

Consultant to recommend the modelling software that would be required to permit Cornwall to make changes to the computer model as future development progresses.

Consultant to review the Cornwall Utility Bylaws and Cornwall Servicing Standards and provide recommendations on updating documents to current practices.

Submission of a Final Report detailing capital project requirements for water, wastewater systems and projected renewal costs over a 5-year (immediate needs) 10–15-year (medium term) and 25-year (long term) time period.

### **ACTIVITY 3**

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Review of the condition of existing water and wastewater systems. It is anticipated that this review will be a 'desktop exercise' based upon existing information on the age of the infrastructure in conjunction with some visual inspections to verify conditions. The review will include an inventory of all water and wastewater system components.

#### **Deliverables for Activity 3:**

Desktop review of water and wastewater infrastructure based on age, material, etc.

Field review of select water and wastewater infrastructure (basic review done under Activity 2)  
Schedule to be agreed with Cornwall.

Based upon the Consultant's review of the above, the Consultant will submit a Final Report detailing capital project requirements for replacement/upgrades of existing infrastructure over a 5-year (immediate needs) 10–15-year (medium term) and 25-year (long term) time period.

Based upon the Consultant's review of the above, the Consultant will include with the Final Report detailed sewer shed and modeling to project future locations of sewer lift stations and impacts on existing sewer infrastructure.

Based upon the desktop review, Consultants may find it necessary to conduct CCTV inspection of select sewers. Consultant to carry a \$10,000 provisional item for the CCTV inspections. Consultant is responsible for arranging and managing the CCTV inspection, including all necessary traffic control measures.

### 3.4 SURVEYING

Topographic and legal surveys are not required. Record drawing and GIS information will be made available to the successful Consultant. This information combined with Provincial LiDAR information should be sufficient for the system review. However, if some elevation information is deemed inaccurate by the Consultant, GPS information can be collected by Cornwall staff and provided to the Consultant. With the availability of LiDAR and record drawings it is anticipated that collection of field data by Cornwall staff will be minimal. The Consultant will provide a list of areas for Cornwall staff to check, if required.

## 4.0 PROPONENT'S RESPONSIBILITY

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### 4.1 INSURANCE

The Proponent upon award of the Contract shall at its own expense obtain and maintain insurance until the termination of the Contract, with insurers acceptable to the Town, the following insurance and provide evidence thereof, naming the Town and province of PEI as additional insured:

- a) Comprehensive general liability insurance on an occurrence basis for an amount of not less than Two Million Dollars (\$2,000,000) and shall include the Town of Cornwall as an Additional Insured with respect to the Consultant's operations, acts and omissions relating to its obligations under the Contract, such policy to include, but not be limited to, non-owned automobile liability; bodily injury including death, personal injury; broad form property damage including loss of use thereof; contractual liability; Town's and Consultant's protective liability; products and completed operations liability; contingent employers' liability; and, cross liability and severability of interest clauses. Should the policy contain a General Aggregate, this limit shall be no less than \$10 million dollars (\$10,000,000.00). The deductible is not to exceed Five Thousand (\$5,000) or as agreed to by the Town;
- b) Professional liability insurance in an amount not less than Two Million Dollars (\$2,000,000) per claim covering losses arising out of an insurable error or omission in the rendering of, or failure to render, professional services in connection with the Contract. If requested confirmation of professional liability insurance is to be provided on the Primary Insurers form. The deductible is not to exceed Five Thousand (\$5,000) or as agreed to by the Town; and

The Proponent shall be entirely responsible for the cost of any deductible that is maintained in any insurance policy.

The policies shown above shall be endorsed to provide the Town with not less than thirty (30) days' written notice of cancellation, change or amendment restricting coverage. However, if for any reason the insurer, on behalf of the Consultant, cannot endorse their policies to provide the Town with not less than thirty (30) days' written notice of change or amendment restricting coverage, the responsibility thereof shall automatically transfer to the Consultant and becomes the Proponent's strict obligation to deliver to the Town by registered mail with not less than thirty (30) days' written notice of change or amendment restricting coverage.

The Consultant shall not commence Work under the Contract until such time as evidence of insurance, preferably, on the Town's Certificate of Insurance provided at the time of award, has been completed and filed with and approved by the Town. The Consultant shall provide evidence of the continuance of this insurance at each policy renewal date, or notice if the policies have been amended, or extended all or any part of the insurance, for the duration of the contract. If required by the Town, the Consultant shall provide certified true copy(ies) of the policy(ies)

certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the Work.

If the Consultant fails to maintain insurance as required by the Contract, the Town shall have the right to provide and maintain such insurance and give evidence to the Consultant. The Consultant shall pay the cost thereof to the Town on demand or the Town may deduct the cost from the amount which is due to or may become due to the Consultant.

The Town reserves the right to request such higher limits of insurance or other types of policies appropriate to Work as the Town may reasonably require.

All policies shall be with insurers licensed to underwrite insurance in the Province of Prince Edward Island and shall be in a form acceptable to the Town.

All policies shall apply as primary and not as excess of any insurance available to the Town.

If requested, the Consultant shall provide the Town with a letter from their insurance provider confirming the Consultant's ability to meet the insurance requirements as set out in the Contract.

#### 4.2 WORKERS SAFETY AND INSURANCE BOARD (WSIB)

The Consultant shall at the time of entering into any Contract with the Town, furnish a satisfactory clearance letter from the WSIB stating that all assessments or compensation payable to the Workers Safety and Insurance Board have been paid.

The Town may, at any time during the performance or upon completion of the Contract, require a further declaration that such assessment or compensation has been paid.

Upon failure to pay any assessment or compensation required by the WSIB, the Town may pay such assessment or compensation to the Board and shall deduct or collect such expenses under the provisions of the RFP document.

The Consultant, where applicable, shall ensure that all Sub-Consultants performing Work under this Contract are provided for. To this extent, his/her supplier shall maintain and keep in force during the term of the contract, employer's liability insurance. If the Consultant is a self-employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an independent operator, a letter from WSIB acknowledging independent contractor status and confirming that WSIB coverage is not required must be provided to the Town prior to commencement of the Work.



## REFERENCE DOCUMENTS

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1. Cornwall Infrastructure Servicing and development plan, Final Report, dated May 15<sup>th</sup> 2017, completed by CBCL Ltd.;
2. Population projection;
3. Regional Water distribution schematic;
4. Regional Wastewater distribution schematic;
5. WaterCAD/EPANET Water Model developed by WSP 2019;
6. North River WWTF Concept Design Memo (v04), dated March 09, 2021, completed by WSP;
7. Hyde Creek (Cornwall Lagoon Capacity Assessment April 8, 2022, completed by WSP.

## APPENDIX A

Contact Information for Proponent	
Name of Primary Proponent Firm	
Address	
Phone Number (office)	
Fax Number	
Primary Project Contact Name	
Email Address for Primary Contact	
Cell Phone Number for Primary Contact	

Sub-Consultant List (if any):	
Name of Sub-Consultant Firm	
Address	
Phone Number (office)	
Fax Number	
Project Contact Name	
Name of Sub-Consultant Firm	
Address	
Phone Number (office)	
Fax Number	
Project Contact Name	
Name of Sub-Consultant Firm	
Address	
Phone Number (office)	
Fax Number	
Project Contact Name	

**COST BREAKDOWN:**

<b>Work Element</b>	<b>Hours on Task (Total)</b>	<b>Total Fee</b>	<b>Total Expenses</b>	<b>Total Cost per Element</b>
<b>Activity 1</b>				
<b>Activity 2</b>				
<b>Activity 3</b>				
<b>CCTV Inspection (Provisional)</b>			<b>\$10,000</b>	
<b>Column Totals</b>				
<b>Total Proposed Cost (less HST)</b>				

All fees shown will be in Canadian dollars and exclusive of Harmonized Sales Tax (HST).

1. By Signing Below the Bidder Agrees That:
  - a. The Proponent has read and understands the requirement of this RFP and agrees to abide by the terms and conditions.
  - b. The Proponent has read and understands the following addenda: Addendum \_\_\_\_\_ to \_\_\_\_\_ (if any). Failure to acknowledge an addendum containing information pertinent to the Services may be cause to reject a Proponent’s Proposal.
  - c. The Proponent hereby agrees that the work proposed in the table will be completed by the dates stated in the Schedule for the Total Cost indicated in the table above, inclusive of, without limitation, all fees, expenses, or costs for which the Proponent may wish to be reimbursed, except HST.
  - d. That this Bid is made without any connection, knowledge, comparison of figures or arrangements with any other firm, company or person putting forward a response to the same RFP for the same Work and is in all respects fair and without collusion or fraud.
  - e. That Bid Prices MUST be guaranteed until final completion of the Contract.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title (Printed)

\_\_\_\_\_  
Date

## SUBMISSION FORM

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Proponent must include submission for with Proposal.

<b>Respondent</b>	
<b>Address</b>	
<b>Province and Postal Code</b>	
<b>Name of Person Signing for Respondent</b>	
<b>Position of Person Signing</b>	
<b>Phone Number</b>	
<b>Email Address</b>	

\_\_\_\_\_  
Signature of Respondent:

\_\_\_\_\_  
Date: